

## Upshur County Commission Meeting Agenda

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Location of Meeting: Upshur County Courthouse Annex  
Date of Meeting: August 22, 2019

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• August 15, 2019
- 9:05 a.m. Hearing upon the Petition/Complaint of the Upshur County Safe Sites and Structures Enforcement Agency --- Chapman Case Number 101118-01 (Warren Tax District – Tax Map 6B – Parcel Number 11).
- 9:15 a.m. Tim Higgins and Dr. Joseph Reed on behalf of the Upshur County Tobacco Prevention Coalition, requesting the Upshur County Commission to make all outside space owned or under the control of the Commission to be tobacco smoke and vape free. Page 4
- 10:30 a.m. Consideration of Court Security Advisory Board's recommendation for adding an additional part-time Court Security Officer to implement entrance security on the Courthouse and Annex campus by October 1, 2019.

### Items for Discussion / Action / Approval:

1. Approval and signature of the Grant Agreement for Airport Improvement Program (AIP) Project No. 3-54-0039-033-2019 Contract Agreement, Resolution, Certifications and Standard Conditions and Assurances. The grant award is in the sum of \$152,723 to be used to reimburse the Airport Authority for a portion of the cost incurred for the construction of two (2) 100' x 100' box hangars at the Upshur County Regional Airport. \* Page 5-47
2. Correspondence from Sheriff David H. Coffman requesting approval to temporarily hire a certified law enforcement officer to fill in as needed for the department until a full-time officer is hired. The individual will work no more than 40 hours per week and personnel costs will be covered within the approved FY20 law enforcement budget. \* Page 48
3. Correspondence from Software Systems, Inc. regarding changes in maintenance contract amounts. Review and approval of 2019-2020 maintenance levels. This maintenance includes program updates, telephone support and time spent performing data conversions and other on-site tasks depending upon which level is requested for each system. \* Page 49-53
4. Approval and signature of Letter of Support for the City of Buckhannon Water Department's WV Department of Health and Human Resources – Bureau for Public Health's 2019-2020 Local Source Water Protection Grant Application for the purpose of developing an early warning monitoring system on the Buckhannon River. \* Page 54-55
5. Establish date and time for Trick or Treat – City of Buckhannon will be Thursday, October 31, 2019 from 6:00 p.m. to 7:30 p.m. \*

6. Request from Pastor J. Edward McDaniels to use the Courthouse steps/plaza for a county wide worship service and walk on Sunday, September 15, 2019 from 3:00 p.m. until 5:00 p.m. A certificate of Liability Insurance will be provided. \* Page 56
7. Correspondence from the Upshur County Youth Camp Board requesting the dog warden's truck when it is replaced. The Board will return the truck they are currently using to the Commission. \* Page 57
8. Correspondence from Doyle R. Cutright, Director, Upshur County Emergency Communications Center, announcing the resignation of Levi Heatherly effective August 5, 2019. \*  
*Item may lead to Executive Session per WV Code §6-9A-4* Under separate cover
9. 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 Allen R. Mock, Chief Medical Examiner for the State of WV, announcing appointment of Kenneth Brian Shreves as a County Medical Examiner (CoME) for Upshur County, WV. Page 58
2. Public Notices:
  - a. Newsletters and/or Event Notifications:
    - Family Connections Family Socials – August 26<sup>th</sup>, September 30<sup>th</sup>, and October 28<sup>th</sup> at 11:30 a.m. at the Stockert Youth Community Center (SYCC). Page 59
    - Community Calendar of Events for the B-U Community for August 20<sup>th</sup>, 2019 – November 11<sup>th</sup>, 2019. Page 60-61
  - b. Agendas and/or Notice of Meetings:
 

• Upshur County Fire Board, Inc.	August 20, 2019	<u>Page 62</u>
• Upshur County Public Library	August 21, 2019	<u>Page 63-65</u>
• Lewis/Upshur LEPC	August 21, 2019	<u>Page 66</u>
  - c. Meeting Minutes:
 

• Region VII Planning and Development Council	April 22, 2019	<u>Page 67-80</u>
• Adrian PSD	July 11, 2019	<u>Page 81</u>
• Upshur County Senior Center Board of Directors	July 10, 2019	<u>Page 82-90</u>
• Upshur County Youth Camp Board	July 18, 2019	<u>Page 91-92</u>
  - d. Meetings:
 

• 08/06/19	5:30 p.m.	Elkins Road PSD
• 08/06/19	4:00 p.m.	Hodgesville PSD
• 08/01/19	7:00 p.m.	Banks District VFD
• 08/01/19	7:00 p.m.	Selbyville VFD
• 08/12/19	12:00 p.m.	Upshur County Family Resource Network



- 08/12/19 4:30 p.m. Upshur County Solid Waste Authority
- 08/12/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board-CANCELLED
- 08/19/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 08/05/19 6:00 p.m. Lewis-Upshur Community Corrections Board-Lewis County
- 08/13/19 7:30 p.m. Adrian VFD
- 09/05/19 6:00 p.m. Buckhannon-Upshur Board of Health
- 08/15/19 7:00 a.m. Upshur County Development Authority – Full Board
- 08/21/19 7:00 a.m. Upshur County Development Authority – Annual Meeting
- 08/14/19 12:00 p.m. Upshur County Senior Center Board
- 08/08/19 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 08/21/19 6:00 p.m. Upshur County Citizens Corp – CERT
- 08/14/19 7:00 p.m. Warren District VFD
- 08/08/19 10:00 a.m. Adrian PSD
- 08/14/19 3:00 p.m. Tennerton PSD
- 08/08/19 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 08/08/19 7:30 p.m. Buckhannon VFD
- 08/08/19 4:00 p.m. Buckhannon Upshur Airport Authority
- 08/15/19 6:30 p.m. Upshur County Youth Camp Board
- 08/18/19 6:00 p.m. Washington District VFD
- 08/19/19 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 08/21/19 4:00 p.m. Upshur County Public Library Board
- 08/20/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 08/20/19 6:30 p.m. Upshur County Fire Board, Inc.
- 08/27/19 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 08/14/19 7:00 p.m. Ellamore VFD
- 08/21/19 12:00 p.m. Lewis Upshur LEPC --- Upshur location
- 08/15/19 2:00 p.m. Upshur County Farmland Protection Board
- 08/28/19 10:00 a.m. James W. Curry Advisory Board
- 07/29/19 6:00 p.m. Upshur County Fire Fighters Association - Selbyville
- 08/14/19 6:00 p.m. Buckhannon River Watershed Association - WVWC
- 08/26/19 10:00 a.m. Mountain CAP of WV, Inc., a CDC
- 09/13/19 11:00 a.m. Region VI Local Elected Officials

3. Appointments Needed or Upcoming:

Tabled Items

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

Next Regular Meeting of the Upshur County Commission  
August 29, 2019 --- 9:00 a.m.  
Upshur County Courthouse Annex

**UPSHUR COUNTY TOBACCO PREVENTION COALITION PRESENTATION**

**UPSHUR COUNTY COMMISSION MEETING**

**AUGUST 22, 2019 AT 9:15 a.m.**

We, the Upshur County Tobacco Prevention Coalition, are asking the Upshur County Commission to make all outside space owned or under the control of the commission to be tobacco smoke and vape free.

1. According to a 2007 Stanford study that has been peer reviewed, passing by a smoking or vaping person outside is not without risk. As the county commission, your entity is responsible for a safe and healthy working environment for your employees and the general public that needed to visit these facilities.
- 2: We as a coalition realize there has been concern regarding personal choice and public freedom. This is not about choice or freedom to do anything a person wants, it's about the health of all citizens.
- 3: How can this be enforced? As with most laws or ordinances they take time for people to understand the reasoning, but in time folks will see why it's important and will comply.
- 4: The Commission's cost of maintenance will be reduced as the most littered item will decrease when cigarette butts disappear.

It has been decades that nicotine has been identified as addictive and harmful, and we ask you today to pass this common sense measure to improve the health and wellness of all citizens that have occasion to visit commission-controlled spaces.





U.S. Department  
of Transportation  
Federal Aviation  
Administration

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## GRANT AGREEMENT

### PART I—OFFER

Date of Offer	<u>August 7, 2019</u>
Airport/Planning Area	<u>Upshur County Regional</u>
AIP Grant Number	<u>3-54-0039-033-2019</u>
DUNS Number	<u>077493658</u>

TO: Buckhannon-Upshur Airport Authority  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

#### **Buckhannon-Upshur Airport Authority and Upshur County Commission**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 15, 2019, for a grant of Federal funds for a project at or associated with the Upshur County Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Upshur County Regional Airport (herein called the "Project") consisting of the following:

#### **Construct Building**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$152,723. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
     \$0 for planning  
     \$152,723 airport development or noise program implementation; and,  
     \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
     The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).  
     The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 26, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of



such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the



United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

**18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

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**21. AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2017, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.**23. Employee Protection from Reprisal.****A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the



offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

25. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.


#### **SPECIAL CONDITIONS**

26. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the grant assurances.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
(Signature)

Matthew Di Giulian  
(Typed Name)

Manager, Beckley AFO  
(Title of FAA Official)

**PART II - ACCEPTANCE**

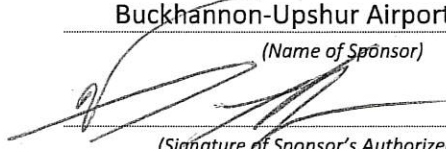
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 14<sup>th</sup> day of August, 2019.

Buckhannon-Upshur Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By:

Virgil LaRosa

(Typed Name of Sponsor's Authorized Official)

Title:

Vice President

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

T. Thomas J. O'Neill, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of WV. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Buckhannon, WV (location) this 14<sup>th</sup> day of August, 2019

By:



(Signature of Sponsor's Attorney)

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Upshur County Commission

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_, Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By:

(Signature of Sponsor's Attorney)

<sup>2</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

##### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>12</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management



- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>



- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

## **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

## **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **2. Responsibility and Authority of the Sponsor.**

### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.



- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy



of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

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49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be



required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,



provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

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and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a



manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at



Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

(27)

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and



- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure



nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

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## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and

[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications



NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment



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NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases



**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

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OMB Number: 4040-0004

Expiration Date: 12/31/2019

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>		
<b>* 3. Date Received:</b> <input type="text"/>		<b>4. Applicant Identifier:</b> <input type="text"/>
<b>5a. Federal Entity Identifier:</b> <input type="text"/>		<b>5b. Federal Award Identifier:</b> 3-54-0039-033-2019
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>		<b>7. State Application Identifier:</b> <input type="text"/>
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Buckhannon Upshur Airport Authority		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 55-6000406		<b>* c. Organizational DUNS:</b> 0286080990000
<b>d. Address:</b>		
<b>* Street1:</b> Post Office Box 1092		
<b>Street2:</b> <input type="text"/>		
<b>* City:</b> Buckhannon		
<b>County/Parish:</b> Upshur		
<b>* State:</b> WV: West Virginia		
<b>Province:</b> <input type="text"/>		
<b>* Country:</b> USA: UNITED STATES		
<b>* Zip / Postal Code:</b> 26201-1092		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Airport Authority		<b>Division Name:</b> <input type="text"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr.	<b>* First Name:</b> William	
<b>Middle Name:</b> <input type="text"/>		
<b>* Last Name:</b> Thomas		
<b>Suffix:</b> <input type="text"/>		
<b>Title:</b> President		
<b>Organizational Affiliation:</b> Airport Authority		
<b>* Telephone Number:</b> 304-472-9437		<b>Fax Number:</b> 304-472-9072
<b>* Email:</b> bill13534@yahoo.com		



**Application for Federal Assistance SF-424****\* 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Airport Authority

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

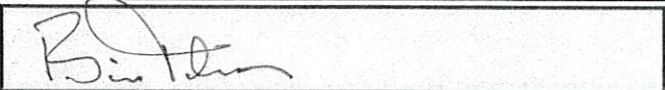
Construct Building (Reimbursement)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
* a. Applicant: <input type="text" value="WV-002"/>	* b. Program/Project: <input type="text" value="WV-002"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date: <input type="text" value="08/15/2019"/>	* b. End Date: <input type="text" value="09/30/2019"/>
<b>18. Estimated Funding (\$):</b>	
* a. Federal	<input type="text" value="152,723.00"/>
* b. Applicant	<input type="text" value="16,969.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="169,692.00"/>
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
<b>Authorized Representative:</b>	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="William"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Thomas"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="President"/>	
* Telephone Number: <input type="text" value="304-472-8418"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="bill13534@yahoo.com"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="7-15-19"/>



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## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

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**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Airport Authority is endeavoring, as practical, to acquire adequate property interests in the airport's airspace and Runway Protection Zones (RPZs) to implement the control over adjacent land usage. The Airport Authority also endeavors to work with the Upshur County Commission to address non-conforming land uses if the situation arises.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Airport Authority is not in default on any obligation to the United States or any agency of the United States.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Airport Authority is not aware of any circumstances which would affect the ability to complete the Project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with the plans established for Upshur County, West Virginia.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The Airport Authority has given due consideration to community interests.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Airport Authority has consulted airport users and tenants.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The Buckhannon Upshur Airport Authority has not granted any exclusive rights.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Buckhannon Upshur Airport Authority owns all property free and clear of any exceptions as depicted on the Exhibit "A" dated January 2017.

Title verification was obtained at the time the property parcels were obtained.

A copy of the updated Exhibit "A", dated January 2017, is on file at the Beckley Airports Field Office.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.



(44)

OMB CONTROL NUMBER: 2120-0569  
OMB EXPIRATION DATE: 8/31/2019**PART III – BUDGET INFORMATION – CONSTRUCTION****SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog Number: 20-106
2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			169,692
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 169,692
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			169,692
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 169,692
19. Federal Share requested of Line 18			152,723
20. Grantee share			16,969
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 169,692

(45)

OMB CONTROL NUMBER: 2120-0569  
OMB EXPIRATION DATE: 8/31/2019**SECTION C – EXCLUSIONS**

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <span style="float: right;">Total</span>	

**SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	16,969
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	\$ 16,969
25. Other Shares	Amount
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	\$ 16,969

**SECTION E – REMARKS**

(Attach sheets if additional space is required)

The following item is incorporated by reference:

Exhibit A dated January 2017



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OMB CONTROL NUMBER: 2120-0569  
OMB EXPIRATION DATE: 8/31/2019

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Construct Building (Reimbursement)

**AIRPORT:** Upshur County Regional Airport - W22

**1. Objective:**

The objective of this project is to reimburse the Airport Authority for a portion of the cost incurred for the construction of two (2) 100' x 100' box hangars.

**2. Benefits Anticipated:**

The reimbursement will offset the debt associated with the past hangar construction.

**3. Approach:** (See approved Scope of Work in Final Application)

**4. Geographic Location:**

The construction was performed at the Upshur County Regional Airport. The physical address of the airport is 630 Airport Road, Buckhannon, West Virginia 26201.

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (include address & telephone number)

William Thomas, President - Buckhannon Upshur Airport Authority  
Post Office Box 1092, Buckhannon, WV 26201  
Phone: (304) 678-6714

**Upshur County Regional Airport - W22**  
**Buckhannon, West Virginia**

AIP Project No: 3-54-0039-033-2019				
Project Description: Construct Building - Reimbursement				
Item Description	Construction and Project Improvement	Total Cost	Federal Share	Non-Federal Share
			90%	10%
Construct Building (Reimbursement)	\$169,692	\$169,692	\$152,723	\$16,969
100' x 100' Box Hangars				
<b>Total</b>	<b>\$169,692</b>	<b>\$169,692</b>	<b>\$152,723</b>	<b>\$16,969</b>



# Upshur County Sheriff's Office

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DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy  
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201

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

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

Michael R. Kelley

Chief Deputy  
Law Enforcement

August 22, 2019

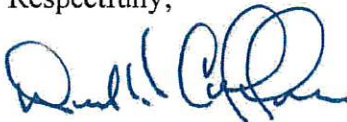
Upshur County Commission  
Upshur County Administrative Annex  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

Dear Commissioners:

I am requesting your approval to temporarily hire a certified law enforcement officer(s) to fill in as needed for the office until a full-time officer is hired. The individual will work no more than 40 hours per week, and personnel costs will be covered within the approved FY20 law enforcement budget.

Thank you for your support and consideration.

Respectfully,



David H. Coffman  
Sheriff of Upshur County, WV

Upshur County Commission  
Upshur County Courthouse  
40 W. Main St.  
Buckhannon WV 26201



Please find below the 2019-2020 maintenance charges proposed for your office(s). Level 1 charges are for program updates as per our maintenance contract. Level 2 charges are for telephone support. In the following list, you will find the number of calls we received from your staff, returned to your staff, or had our computer call your computer to evaluate a problem or transfer a program update. We also compute a Level 3 charge based on time spent performing data conversions and other on-site tasks. Some or all of the applications listed below were covered by maintenance contracts last year. We have indicated the level of maintenance you selected last year for each application. Unless we hear from you, we will continue to bill you for the same levels you selected last year, at the new rates. If you wish to make changes in your level of coverage, or have other questions about our maintenance contracts, please give us a call. If you are making changes, or wish to confirm your selections, please indicate the level of maintenance you require, and initial that line on this form. Please return any forms requesting changes in maintenance coverage as soon as possible.

<u>Application</u>	<u>Level 1 Charge</u>	<u>Number of Calls</u>	<u>Level 2 Charge</u>	<u>Level 3 Charge</u>	<u>Last Yr</u>	<u>Select New Level of Maintenance 2019-20</u>	<u>Initials</u>
Assessor Supplementals	\$50.00	0 + lv2	\$50.00 <u>\$2.00</u> \$52.00	N/A	2	<u>2</u>	<u>CW</u>
Budget/Payroll	N/A	0 + lv2	N/A <u>\$2.00</u> \$2.00	N/A	2	<u>2</u>	<u>CW</u>
DMV Processing	\$50.00	2 + lv2	\$50.00 <u>\$6.00</u> \$56.00	N/A	2	<u>2</u>	<u>CW</u>
Jury Selection and Processing	\$50.00	2 + lv2	\$50.00 <u>\$6.00</u> \$56.00	N/A	2	<u>2</u>	<u>CW</u>

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_



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Upshur County Commission  
Upshur County Courthouse  
40 W. Main St.  
Buckhannon WV 26201

Please find below the 2019-2020 maintenance charges proposed for your office(s). Level 1 charges are for program updates as per our maintenance contract. Level 2 charges are for telephone support. In the following list, you will find the number of calls we received from your staff, returned to your staff, or had our computer call your computer to evaluate a problem or transfer a program update. We also compute a Level 3 charge based on time spent performing data conversions and other on-site tasks. Some or all of the applications listed below were covered by maintenance contracts last year. We have indicated the level of maintenance you selected last year for each application. Unless we hear from you, we will continue to bill you for the same levels you selected last year, at the new rates. If you wish to make changes in your level of coverage, or have other questions about our maintenance contracts, please give us a call. If you are making changes, or wish to confirm your selections, please indicate the level of maintenance you require, and initial that line on this form. Please return any forms requesting changes in maintenance coverage as soon as possible.

<u>Application</u>	<u>Level 1 Charge</u>	<u>Number of Calls</u>	<u>Level 2 Charge</u>	<u>Level 3 Charge</u>	<u>Last Yr</u>	<u>Select New Level of Maintenance</u>	
						<u>2019-20</u>	<u>Initials</u>
Circuit Court Processing	\$300.00	60 + lv2	\$300.00 <u>\$171.00</u> \$471.00	N/A	2	<u>2</u>	<u>CW</u>
Sheriff's Accounting	\$250.00	9 + lv2	\$250.00 <u>\$23.00</u> \$273.00	N/A	2	<u>2</u>	<u>CW</u>
System/Hardware	N/A	18 + lv2	N/A <u>\$49.00</u> \$49.00	N/A	2	<u>2</u>	<u>CW</u>
Tax Collection	\$250.00	18 + lv2	\$250.00 <u>\$51.00</u> \$301.00 + lv3	\$250.00 \$51.00 <u>\$80.00</u> \$381.00	3	<u>3</u>	<u>CW</u>

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

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Upshur County Commission  
Upshur County Courthouse  
40 W. Main St.  
Buckhannon WV 26201

Please find below the 2019-2020 maintenance charges proposed for your office(s). Level 1 charges are for program updates as per our maintenance contract. Level 2 charges are for telephone support. In the following list, you will find the number of calls we received from your staff, returned to your staff, or had our computer call your computer to evaluate a problem or transfer a program update. We also compute a Level 3 charge based on time spent performing data conversions and other on-site tasks. Some or all of the applications listed below were covered by maintenance contracts last year. We have indicated the level of maintenance you selected last year for each application. Unless we hear from you, we will continue to bill you for the same levels you selected last year, at the new rates. If you wish to make changes in your level of coverage, or have other questions about our maintenance contracts, please give us a call. If you are making changes, or wish to confirm your selections, please indicate the level of maintenance you require, and initial that line on this form. Please return any forms requesting changes in maintenance coverage as soon as possible.

<u>Application</u>	<u>Level 1 Charge</u>	<u>Number of Calls</u>	<u>Level 2 Charge</u>	<u>Level 3 Charge</u>	<u>Last Yr</u>	<u>Select New Level of Maintenance 2019-20</u>	<u>Initials</u>
Tax Internet Inquiry	\$100.00	0 + lv2	\$100.00 \$2.00 \$102.00	N/A	2	2	CW
Tax On-line Payments	\$75.00	0 + lv2	\$75.00 \$2.00 \$77.00	N/A	2	2	CW

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_





# INVOICE

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23 South University Avenue, Morgantown, WV 26508

Phone (304) 292-2568 FAX (304) 292-9836

Upshur County Commission  
Upshur County Courthouse  
40 W. Main St.  
Buckhannon, WV 26201  
attn: Accounts Payable

DATE	DESCRIPTION	QUANTITY	RATE	PRICE
7/31/19	TXINT-Level 2 Maint. Charge	1.00	@ 102.00	102.00
7/31/19	TAX-Level 3 Maint. Charge	1.00	@ 381.00	381.00
7/31/19	SYSTEM-Level 2 Maint. Charge	1.00	@ 49.00	49.00
7/31/19	SA-Level 2 Maint. Charge	1.00	@ 273.00	273.00
7/31/19	OLTP-Level 2 Maint. Charge	1.00	@ 77.00	77.00
7/31/19	NSSCIR-Level 2 Maint. Charge	1.00	@ 471.00	471.00
7/31/19	JURY-Level 2 Maint. Charge	1.00	@ 56.00	56.00
7/31/19	DMV-Level 2 Maint. Charge	1.00	@ 56.00	56.00
7/31/19	B/P-Level 2 Maint. Charge	1.00	@ 2.00	2.00
7/31/19	ASSR-Level 2 Maint. Charge	1.00	@ 52.00	52.00

INVOICE NUMBER 32937  
DUE DATE 7/31/19

TOTAL DUE

1519.00

# DO NOT PAY

## Maintenance Information

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### MAINTENANCE INFORMATION

Upshur County Commission  
Upshur County Courthouse  
40 W. Main St.  
Buckhannon, WV 26201  
attn: Accounts Payable

7/08/19	BROADWATER, K-Telephone, Procedure Heather-Tax rcpt prts 2 pages	.25 Hrs	30.50
7/03/19	BROADWATER, K-Return Phone, Procedure Heather-Clear file-prt dist checks	.25 Hrs	30.50
7/09/19	Melissa-Update date on case 19-C-45	.25 Hrs	30.50
7/08/19	BROADWATER, K-Remote Electronic Support Chg page size in PRTOPTS file	.25 Hrs	30.50
7/09/19	Change date on case 19-C-45	.25 Hrs	30.50
7/03/19	MOODY, J-Telephone, Procedure BG-close out figures	.25 Hrs	30.50
7/08/19	BG-17-C-51 case issue	.25 Hrs	30.50
7/18/19	Laura-prev sold flag	.25 Hrs	30.50
7/23/19	BG-new fees/case types	.25 Hrs	30.50
7/23/19	HS-clear selected tickets	.25 Hrs	30.50
7/01/19	MOODY, J-Remote Electronic Support Add new Case types/fees	.25 Hrs	30.50
7/03/19	Find issue w/close out	.25 Hrs	30.50
7/08/19	MOODY, J-Research VIN on receipts	.25 Hrs	30.50

Date

7/31/19

MAINTENANCE TOTAL

Effective Value

396.50



(54)

**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

August 21, 2019

Brian A. Carr, P.G. - Program Manager  
Office of Environmental Health Services  
Source Water Assessment & Protection  
350 Capitol Street, Room 315  
Charleston, West Virginia 25301

**Re: Grant Application for Source Water Protection  
Maintenance Equipment Purchase & Installation  
Letter of Project Support**

Dear Mr. Carr,

It is my understanding that the City of Buckhannon Water Department (Water Department) is applying for a grant through the West Virginia Department of Health and Human Resources - Bureau for Public Health's 2019-2020 Local Source Water Protection Grant Program.

If the Water Department is successful in receiving the grant, the monies would assist in the funding of the Department's proposed Early Warning Monitoring System Maintenance Equipment Purchase Project, hereinafter referred to as the Project.

The first phase of the Project would allow the Water Department to continue with the required operation & maintenance activities associated with the two existing early warning monitoring systems (EWMS), especially the river-based components of both of the EWMS, via the purchase of a boat & trailer package, including, but not limited to, the following:

- Allow the Water Department to keep the two EWMS's source water intakes free & clear of debris such as limbs, leaves and trash.
- Allow for the increased safety to Water Department personnel's safety by allowing access to the two EWMS's source water intakes from the river and not from the steep river banks located near each EWMS.
- Allow the Water Department to observe and monitor the activities occurring near the two EWMS from a river-level perspective.

The second phase of the Project would allow for the continued efficient operation of the source water monitoring equipment located at EWMS No. 2 through the purchase & installation of an

*An Equal Opportunity Employer*

air conditioner unit that will allow the aforementioned equipment to operate within the recommended temperature ranges specified by the equipment's manufacturer, thus prolonging the operational life of the equipment, which would result in the continual monitoring of the source water prior to its delivery to the Water Treatment Plan.

On behalf of the Upshur County Commission, we are pleased to add our full support to this most-important project via this Letter of Project Support. The Upshur County Commission believes that the Early Warning Monitoring System Maintenance Equipment Purchase Project will be extremely beneficial to all of the people of Upshur County who currently receive potable water, which at this time exceeds over 23,200 people. As I'm sure you are aware, protecting the source water of the residents of both the City of Buckhannon and Upshur County is important to us all.

Sincerely,

Samuel R. Nolte, President  
Upshur County Commission



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August 20<sup>th</sup>, 2019

Dear Commissioners,

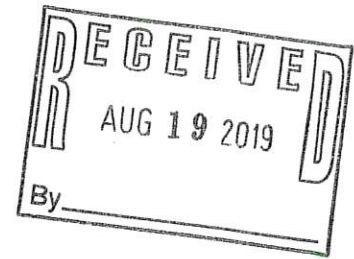
I would like to request the usage of the Upshur County Courthouse steps on Sept the 15<sup>th</sup> from 3-5 pm. Christian Fellowship Church will be hosting the annual, "God Belongs In My County" walk again this year. The beginning of the walk begins at the City Park and we would like it to end at the Courthouse steps, where we would fellowship with songs of worship and praise.

Any Questions feel free to call

Edward McDainels

304-677-6077

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August 16, 2019

Upshur County Commission  
91 W. Main St  
Buckhannon, WV 26201

RE: Dog Warden Truck

Honorable Commissioners:

The Upshur County Youth Camp would like to request the dog warden's truck when it is replaced. We understand that it needs body work. Our truck has severe mechanical issues. We just need a truck to haul things. Greg and Jonathan have the ability to fix the body of the truck so that it will pass inspection. Your approval of this request would be greatly appreciated. We would return the truck we now have to the commission.

Thank you for all the help.

Sincerely,

Upshur County Youth Camp Board



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STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Bureau for Public Health

Bill J. Crouch  
Cabinet Secretary

Office of the Chief Medical Examiner

Catherine Slem, MD, MPH  
Interim Commissioner and  
State Health Officer

August 2, 2019

Kenneth Brian Shreves  
28 Franklin Street  
Buckhannon, West Virginia 26201

Dear Mr. Shreves:

Pursuant to §61-12-7 of the West Virginia State Code, it is with great pleasure that I appoint you as a County Medical Examiner (CoME) for Upshur County, West Virginia.

The Office of the Chief Medical Examiner (OCME) maintains qualified Medicolegal Death Investigators in our Forensic Investigations Unit (FIU) 24-hours per day, 7-days per week who can be reached toll free at (877) 563-0426. The FIU is your point of contact for all cases assigned and investigatory questions that you may have in the course of your duties as a CoME. The FIU maintains contact with the Forensic Pathologist who is on-call for consultation and direction in each case.

For administrative processes, questions and clarifications, the County Medical Examiner Support Coordinator, Ms. Karen Barker, can be contacted Monday thru Friday between 0700 and 1500 at (304) 558-6920 x70328 or at [karen.l.barker@wv.gov](mailto:karen.l.barker@wv.gov).

The FIU Chief Investigator, Jim Hanshaw, can be contacted at (304) 558-6920 x70336 or [jim.l.hanshaw@wv.gov](mailto:jim.l.hanshaw@wv.gov) if you have operational questions, concerns or complaints that cannot be resolved by the FIU or the County Medical Examiner Support Coordinator.

The Administrator for the OCME, Matt Izzo, maintains an open-door policy that applies to CoME's as well. He may be reached at (304) 558-6920 x70314 or [matthew.d.izzo@wv.gov](mailto:matthew.d.izzo@wv.gov) if the need arises.

A majority of notifications, directives and correspondence from the OCME to the CoME's occurs through electronic means via email. It is imperative that you maintain an active email address on file with the OCME.

Congratulations and best wishes on your new responsibilities. Thank you in advance for your services to the citizens of the great state of West Virginia.

Sincerely,

Allen R. Mock, MD, MS, DABP, FCAP, FNAME  
The Chief Medical Examiner  
State of West Virginia  
Office of The Chief Medical Examiner

AM:klb





**MONDAYS**

**8/26, 9/30, 10/28**

**11:30AM - SYCC**

**FAMILY CONNECTIONS  
FAMILY SOCIALS!**

**Family Socials – everyone is invited!**



Have children under age 5? Are you a parent, caregiver, grandparent, foster parent? Please bring the family along for a small informational session for the adults while the kids play. Then it is on to lunch and a family activity.

**Have fun with  
your child!**

**Parenting  
information and  
presentations  
while chatting  
over lunch!**

**Fun family activity  
each social!**

**Every child goes  
home with a book!**

**A door prize for  
the adults at each  
social. ☺**

**UPSHUR COUNTY  
FAMILY RESOURCE  
NETWORK**

79 East Main Street  
Buckhannon, WV 26201

304.473.1051

Location – Stockert Youth  
Center, 79 East Main St.



COMMUNITY CALENDAR OF EVENTS (August 15, 2019 version)  
THINGS TO LOOK FORWARD TO IN OUR B-U COMMUNITY,  
AUGUST 20 NOVEMBER 11!

- 1) JIMMY PANKOW'S 72<sup>ND</sup> BIRTHDAY PARTY AT JAWBONE PARK – GINORMOUS CAKE, MUSIC, FUN AS WE CELEBRATE “BALLET FOR A GIRL IN BUC[K]HANNON, TUESDAY, AUGUST 20
- 2) LAST THREE FESTIVAL FRIDAYS – AUGUST 16, 23, 30; AUGUST 30 IS WESLEYAN COLLEGE DAY!
- 3) WVWC CLASSES BEGIN MONDAY, AUGUST 26, FRESHMEN MOVE-IN DAY IS SATURDAY, AUGUST 24
- 4) CITY EMPLOYEE RECOGNITION PICNIC – THURSDAY, AUGUST 29, 5-7:30, JAWBONE PARK, WHISKEY SHAKES ARE PERFORMING, COVER DISH, MEATS PROVIDED!
- 5) RIVERFEST – SATURDAY, AUGUST 31 – Boat ramp all day!
- 6) PAPER SHREDDING – SATURDAY, SEPT. 7, 9-12 AT CROSSROADS RECYCLING CENTER
- 7) TRADER'S ALLEY BLOCK PARTY, NOON TILL MIDNIGHT, SATURDAY, SEPT. 7
- 8) PATRIOTS DAY, NEVER FORGET 9-11 – WEDNESDAY, SEPT. 11
- 9) TRUCK FEST – FRIDAY & SATURDAY, SEPT. 13-14
- 10) CHILDREN'S FESTIVAL – SYCC – SATURDAY, SEPT. 14
- 11) HAHA, it's no laughing matter, Hope And Help Assembly – Jawbone Park – SATURDAY, SEPT. 14, 12-6 P.M.
- 12) FALL FEST – WEDS. THRU SATURDAY, SEPT. 25-28
- 13) COMMUNITY UNITY & KINDNESS SERVICE DAY – SATURDAY, OCTOBER 5, 8:30 – 3:00, REGISTRATION IN JAWBONE PARK

14) BUCKHANNON COMMUNITY THEATRE PERFORMS "DRACULA!" – COLONIAL THEATRE, THURSDAY THROUGH SUNDAY, OCT. 24-27

15) CHARLEY HARPER DAY – DEDICATION OF MULTIPLE MURALS IN TRADER'S ALLEY, FRIDAY EVENING, OCT. 25

16) STOCKERT HAUNTED HOUSE – SATURDAY, OCT. 26

17) ZOMBIE WALK FROM COLONIAL THEATRE DOWN TRADER'S ALLEY TO JAWBONE PARK- KIDS' DIVISION, MONDAY, OCT. 28; ADULTS TUESDAY, OCT. 29 – 7-8:00 P.M.

18) TRUNK OR TREAT – CITY'S PUBLIC SAFETY COMPLEX PARKING LOT – 6-8:00 P.M., WEDNESDAY, OCT. 30

19) HALLOWEEN TRICK OR TREATING – THURSDAY, OCT. 31, 6-7:30 P.M.

20) HOCUS POCUS – SANDERSON SISTERS – FRIDAY, NOV. 1

21) STOCKERT ELIMINATION DINNER – THE EVENT CENTER ON BRUSHY FORK – FRIDAY, NOV. 8, 5-9:00 P.M.

22) VETERANS' DAY ACTIVITIES & PARADE – MONDAY, NOV. 11



# Notice of Meeting

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for

## Upshur County Fire Board, Incorporated

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

**Location:** Upshur County Administrative Annex, Suite 101, 91 W. Main Street

**Date:** Tuesday, August 20, 2019

**Time:** 6:30 p.m.

### AGENDA

Call Meeting to Order

Approval of Minutes---July 9, 2019

Public Questions/Comment Period

Disbursement of Funds to VFDs (3<sup>rd</sup> Disbursement of 2018 fees collected)

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

- Cumulative report
- Financial Reports provided to County Commission on July 18, 2019

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 7/31/2019---\$67,732.77
- Disbursement from Chief Tax Deputy for June---\$360.08.
- Disbursement from Chief Tax Deputy for July---TBD prior to meeting

Payment of Bills/Invoices

- Software Systems---Invoice #32962---Maintenance Charge July & Convert & Install 2019 FF---\$511.00
- Ralston Press---Invoice #86625---2019 Fire Fees---\$4,993.56
- Ralston Press---Invoice #86626---2019 mailing fees---\$4,493.46
- Upshur County Commission---Reimbursement P-Card Overnight insurance & adding machine---\$138.04

Review and Approval of Corrective Tickets and Exonerations

Other Items/Matters to Consider

Date of Next Meeting---September 17, 2019---Adjournment

**UPSHUR COUNTY PUBLIC LIBRARY  
Board of Directors Meeting Agenda  
Wednesday, August 21<sup>st</sup>, 2019, 4:00 p.m.**

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report – see attachment
- V. Unfinished Business
  - A. Personnel manual revisions
  - B. Parking lot construction progress
    - i. Safety concerns – lighting
- VI. New Business
  - A. Adding Kenna Leonard to deposit accounts and signature card, removing Mike Kuba
  - B. 40<sup>th</sup> anniversary of building celebration in October – to do or not?
  - C. Audit
  - D. Consortia changes
    - i. Sierra hosting
    - ii. Possible merger being investigated between NorLN and MLN
- VII. Friends of the Library update - Ann
- VIII. Setting date of next Board meeting
- IX. Adjournment

- I. Internet Bandwidth Upgrade
  - A. WiFi internet upgrade was installed on July 17<sup>th</sup>, although there was a slight issue and it wasn't actually working until July 22<sup>nd</sup>. It is working very well now, with only a slight hiccup in service because of a billing timing issue.
  - B. We received our invoice for the payment of the work for the WiFi upgrade on 8/5/19 – it came to a total of \$7,681.76, which is the amount we actually paid, before any e-Rate discount. Paul is working on getting the e-Rate refund submitted so that the refundable portion (90% of this amount) will be sent to us quickly. Hereafter, we will owe around \$125/month for the service, again before e-Rate discount is applied.
- II. Programming
  - A. Upcoming programs:
    1. First Early Dismissal Movie Day for 2019 – Wednesday, September 11<sup>th</sup> from 2-4ish
    2. Children's coat giveaway (with local Elks Lodge) scheduled for 6:00 p.m. on October 15<sup>th</sup>. This is the program previously mentioned where the Elks had received a grant for \$2000 to purchase and give away winter coats to children in need.
    3. Book signing for Gwyn Thorn – Love Blue: Amanda's Story sometime in October. This is a book commemorating a tragic event that happened in Buckhannon back in 1995 involving child abuse and foster care and is to be held in conjunction with some other events in town.
  - B. Summer Reading Program
    1. We had some flaws in the program that we will work on fixing for next year, but nearly everyone gave us very positive feedback for this year's Summer Reading Program. Overall, we were incredibly pleased with the turnout and participation in this year's program.
    2. We had great success soliciting prize donations for both teens and adults from local businesses and organizations, making it possible for us to offer prizes for all ages. The County Commission waived the cost of the pavilion rental for our final Wrap Party, and we received food donations from local business and individuals and financial support from the Friends and from the Board to host our Summer Reading Wrap party at no cost to the library.
    3. Final summer reading participation numbers...
      - Children's program:
        - 242 Registered Participants
        - Washington District Elementary - 5
        - French Creek Elementary - 29
        - Tennerton Elementary - 49
        - Rock Cave Elementary - 3
        - Hodgesville Elementary - 11
        - Buckhannon Academy - 45
        - Union Elementary – 20
        - Homeschool/other - 80 (this includes homeschoolers, preschool children, children from outside the county)
        - 476 I Spy Participants
        - 340 STEAM Activity Participants
      - Teen program:
        - 35 registered (19 middle school, 7 high school, 9 unaffiliated with schools)
        - 40 book reviews were submitted, 9 by teenagers
      - Adults program:
        - 60 registered
        - 22 bingo cards were returned, 3 of which were "blackout" cards (i.e. all spots checked)
        - 35 book reviews submitted
  - C. West Virginia Science Public Outreach Team presentation – 2 attendees
  - D. 12 children and teens participated in our Decorate a Pencil Case craft program.
  - E. 3 people so far have picked up copies of our National Library of Medicine non-fiction book club title. This discussion will be held on Saturday, August 24.
  - F. We hosted an author event with Heather McNemar for her book on falconry in West Virginia on Tuesday, August 20 @ 7pm. This was our first attempt at offering periodic after-hours special events programs. Will update attendance at meeting.



### III. Outreach Events/Volunteers Update

- A. Paul attended the BU Middle School Open House on 8/8/19, and Beth attended the BU High School Open House on 8/13/19, to hand out information about the library and try to promote the library to older children and teenagers
- B. We will be very busy this coming school year with at least 8, and possibly 10 classes from Tennerton Elementary visiting us biweekly. This is up from 5 classes last year, and covers all but 2 classrooms in the school.

### IV. Affiliates

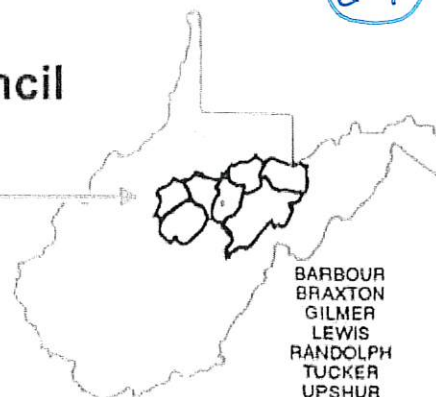
- A. Charles Gibson
  - 1. Gibson's director (Denise Weese) has become very ill and has been hospitalized for the better part of the past two weeks.
  - 2. Paul's wife, Catherine Norko, has been hired full time by Gibson's board on an interim basis, starting August 28, to run the library while Denise takes time to recover.
- B. Mountaintop
  - 1. UCPL has agreed to take on running Mountaintop's payroll starting in August as part of the services we offer our affiliate libraries. This will be affiliate #12 of 13 that we run payroll for.

Lewis/Upshur LEPC  
Meeting Agenda- Buckhannon WV.  
88 Restaurant- Upstairs  
88 East Main Street, Buckhannon  
August 21st, 2018 – 12:00

1. Call to Order
2. Pledge of Allegiance/ Moment of silence
3. Approval of minutes of previous meeting
4. Financial Report
5. Power point presentation on LEPC
6. Chairman's comments:
  - a) Introduction of guests
7. Grant Updates:
  - a) Discussion of all grants
8. Committee reports:
  - a) Membership
  - b) By Laws
  - c) Public Education
  - d) Annual exercise planning team (HSEEP)
  - e) Hazard Assessment and Planning
9. Tier II Reports:
10. Off Site Emergency Response Plans:
11. Old Business
12. New Business
13. Membership comments
14. Public comments
15. Adjournment

# Region VII Planning and Development Council

99 EDMISTON WAY • SUITE 225 • BUCKHANNON, WV 26201  
PHONE: (304) 472-6564 • FAX (304) 472-6590



## April 22, 2019 Quarterly Council Meeting Minutes Brushy Fork Event Center, Buckhannon, WV

Chairperson Lowell Moore called the meeting to order at 12:05 p.m.

### ATTENDANCE:

#### Council Members:

- |                       |                                |
|-----------------------|--------------------------------|
| 1. Matt Quattro       | Mayor, City of Thomas          |
| 2. Shana Frey         | Barbour County Commission      |
| 3. Tim McDaniel       | Barbour County Commission      |
| 4. Terry Cutright     | Upshur County Commission       |
| 5. Cindy Karelis      | Mayor, Town of Beverly         |
| 6. Dennis Fitzpatrick | Mayor, City of Glenville       |
| 7. Ruth Straley       | Mayor, Town of Jane Lew        |
| 8. Cindy Whetsell     | Lewis County Private Sector    |
| 9. David Hutchison    | Gilmer County Private Sector   |
| 10. Agnes Queen       | Lewis County Commission        |
| 11. Dorothy Judy      | Mayor, City of Parsons         |
| 12. Lowell Moore      | Tucker County Commission       |
| 13. Melvin Gum        | Braxton County Commission      |
| 14. Joel Thierstein   | Upshur County Private Sector   |
| 15. John Bennett      | Gilmer County Commission       |
| 16. Greg Cunningham   | Lewis County Private Sector    |
| 17. Bob Hardman       | Gilmer County Private Sector   |
| 18. Mark Doak         | Randolph County Private Sector |

#### Guests:

- |                     |                                      |
|---------------------|--------------------------------------|
| 19. Rod Wyman       | Lewis County Commission              |
| 20. Lynn Phillips   | Representative, Governor Jim Justice |
| 21. Jason Myers     | City Administrator, City of Parsons  |
| 22. George Skidmore | Braxton County Commission            |
| 23. Bob Pingley     | City of Elkins                       |
| 24. Melody Himes    | City of Elkins                       |



**Executive Director and Staff:**

25. Shane Whitehair	Executive Director
26. Peggy Ball	Administrative Assistant
27. Cam Matheny	Financial Consultant
28. Cary Smith	Project Manager
29. Jim Marshall	Project Specialist
30. Stacey McDaniel	GIS Specialist

**Agenda Items 1,2,3**

**CALL TO ORDER – MOMENT OF SILENCE – PLEDGE OF ALLEGIANCE**

After calling the meeting to order and welcoming all in attendance, Chairman Lowell Moore led the group in a moment of silent meditation and prayer and the "Pledge of Allegiance".

**Agenda Item 4**

**INTRODUCTIONS**

Chairman Lowell Moore requested that everyone in attendance introduce themselves.

**Agenda Item 5**

**APPROVE MINUTES FROM JANUARY 28, 2019 MEETING**

Chairman Lowell Moore asked if there were any additions or corrections to the previous meeting minutes from January 28, 2019 quarterly meeting. With no corrections noted, Dennis Fitzpatrick made a motion to accept the minutes as presented. Dorothy Judy seconded the motion. The motion passed unanimously.

**Agenda item 6**

**APPROVE MINUTES FROM MARCH 4, 2019 SPECIAL MEETING**

Chairman Lowell Moore asked if there were any additions or corrections to the minutes from the March 4, 2019 special meeting. With no corrections noted, Agnes Queen made a motion to accept the minutes as presented. Greg Cunningham seconded the motion. The motion passed unanimously.

**Agenda item 7**

**TREASURER'S REPORT**

Cam Matheny presented the balance sheet and budget summary for period ending March 31, 2019. There were no questions or comments.

**Agenda item 8**  
**CHAIRMAN'S REPORT**

Chairman Lowell Moore commented on the evaluation of the executive director, Shane Whitehair. He then asked Mark Doak to give a report on the committee's evaluation, noting that they feel that Shane is doing an outstanding job.

Chairman Moore also asks everyone to be mindful of upcoming elections.

**Agenda item 9**  
**EXECUTIVE DIRECTOR'S REPORT**

Shane mentioned the lunch was catered by St. Joseph's Hospital.

Shane noted that we are in the process of cleaning and packing in preparation for moving to the new location by August 1, 2019. He said that there may be some items that we will no longer need and will have a list to share with the council. If anyone is interested they would need to come to pick up the items.

We will be hosting the Annual Meeting of the Association of Regional Planning and Development Councils, which will be held September 16 – 18, 2019 at Canaan Valley Resort.

Shane reported that he and Cary had attended the DDAA and NADO Conference in Washington, DC in March. He stated that there was nothing new to report this year. He stated that we need to continue to watch the federal budget for programs that are being proposed to be eliminated or cut. There is a lot of congressional support for these programs. He said that it was a good time for networking. One of the focus in the future will be on opioids and the Regional Councils may be involved in some manner.

Shane mentioned that the staff will be involved over the next two months with the USDA Reconnect program. This program has approximately \$600 million available to provide broadband service to unserved and underserved rural areas. Shane noted that each of our seven counties will be included in an application this year. The applications are due May 31, 2019.

Shane discussed the interest in the GIS program and noted that he and Stacey continue to travel around the region to discuss the program and opportunities with different communities. There is a lot of interest to take advantage of this enterprise agreement with ESRI and the staff will continue to reach out to our members.

Shane congratulated the Lewis County Commission and the Town of Burnsville for being awarded a Community Development Block Grant (CDBG). Burnsville received \$1.5 million for their Sewer System Improvements project and the Lewis County Commission received \$500K to deploy broadband service to southern Lewis County.

Shane noted that the Community Development Block Grant application is tentatively set for August 30, 2019. He reminded the council that if anyone had a project that they would like to

submit an application to please let us know immediately. There are a lot of requirements and public hearings that need to be completed before an application can be submitted.

Shane mentioned the project list in the packet is for all projects that Region VII PDC is administering at this time and the status of each.

#### **Agenda item 10**

#### **REVIEW AND APPROVAL OF ESRI'S SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT (EA)**

Chairman Lowell Moore discussed the GIS Committee meetings that were held over the last couple of months in regards to the proposed GIS program. The committee made a recommendation to Council to increase the assessment dues by \$.15 per capita for each of our members to cover a portion of the cost of the program. The Council officially approved the recommendation at the special meeting in March 2019. Shane stated that he and the staff had reviewed the ESRI agreement and are ok with the terms of the agreement. With no further questions or discussion, Dennis Fitzpatrick made a motion to approve to sign and accept the terms and conditions of the ESRI Enterprise Agreement. The motion was seconded by Agnes Queen and passed unanimously.

#### **Agenda item 11**

#### **REVIEW AND APPROVAL OF FY2020 BUDGET**

Shane gave an overview of the proposed revenues for the FY2020 budget. Cam then reviewed and explained the proposed expenditures for the FY2020 budget. After all the questions were answered, Dennis Fitzpatrick made the motion to approve the FY2020 Budget. The motion was seconded by Ruth Straley and was passed unanimously.

#### **Agenda item 12**

#### **DISCUSSION AND CONSIDERATION OF ATLANTIC COAST PIPELINE SUPPORT LETTER**

Greg Cunningham of Dominion Energy asks for a resolution or support letter from Region VII Planning and Development Council in support of the continuation of the Atlantic Coast Pipeline. He stated that this pipeline effects Lewis, Upshur and Randolph Counties. Members of the council held a discussion of the support letter and a motion was made by Mayor Dorothy Judy to approve the support letter. The motion was seconded by Mayor Dennis Fitzpatrick and the motion unanimously passed. Shane will draft a letter and send the draft to the members to review.

#### **Agenda item 13**

#### **CONSIDER PROJECTS FOR REVIEW**

Shane said that the projects for review were in the packet. The motion was made by Agnes Queen to approve the projects for review and was seconded by Tim McDaniel. All in attendance voted unanimously in favor. Motion carried.



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**Agenda item 15**  
**ADJOURNMENT**

Chairman Lowell Moore ask if there were any questions or comments. There were no questions or comments.

Greg Cunningham made a motion to adjourn the meeting and Ruth Straley seconded the motion. Motion carried.

Next quarterly meeting was moved due to the relocation of the office and will be held on August 12, 2019. Location and time to be determined.

Respectfully submitted,

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

11:59 AM

07/31/19

Accrual Basis

**Region VII Planning and Development Council**  
**Balance Sheet**  
 As of June 30, 2019

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	Jun 30, 19	Mar 31, 19
<b>ASSETS</b>		
Current Assets		
Checking/Savings		
101 • Community Bank Cash in Bank	453,004.20	408,331.64
Total Checking/Savings	453,004.20	408,331.64
Accounts Receivable		
110 • Accounts receivable	181,086.70	253,660.15
120 • Assessments Receivable	0.00	663.00
121 • Grants Receivable	17,500.00	11,858.37
Total Accounts Receivable	198,586.70	266,181.52
Other Current Assets		
125 • Prepaid expenses	9,632.00	5,070.00
Total Other Current Assets	9,632.00	5,070.00
Total Current Assets	661,222.90	679,583.16
<b>TOTAL ASSETS</b>	<b>661,222.90</b>	<b>679,583.16</b>
<b>LIABILITIES &amp; EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
210 • Accounts payable	584.11	0.00
Total Accounts Payable	584.11	0.00
Other Current Liabilities		
215 • Accrued Wages and Fringes	15,493.54	0.00
229 • Accrued Dental	284.00	284.00
241 • Refundable advances	3,000.00	0.00
242 • Deferred Revenue	174,419.06	174,419.06
Total Other Current Liabilities	193,196.60	174,703.06
Total Current Liabilities	193,780.71	174,703.06
Total Liabilities	193,780.71	174,703.06
Equity		
301 • Unrestrict Net Assets	421,601.08	421,601.08
Net Income	45,841.11	83,279.02
Total Equity	467,442.19	504,880.10
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>661,222.90</b>	<b>679,583.16</b>

Region VII Planning and Development Council  
FY'18-19 Budget Summary  
For the quarter ending June 30, 2019

	Current Activity Apr-June 2019	YTD Activity 2019	FY '18 - '19 Budget	Budget Remaining	% of Budget Utilized
<b>Income</b>					
400 · Grant Revenue	61,341.17	189,970.95	178,685.00	-11,285.95	106.32%
415 · Assessment Dues	0.00	149,452.00	149,452.00	0.00	100.00%
470 · GIS Services	0.00	25,000.00	20,000.00	-5,000.00	0.00%
480 · Project Administration Income	67,627.93	254,375.54	369,863.00	115,487.46	68.78%
485 · Event Sponsorship	0.00	0.00	0.00	0.00	0.00%
490 · Miscellaneous Income	0.00	301.14	0.00	-301.14	0.00%
495 · Interest Income	1,139.26	3,185.44	0.00	-3,185.44	0.00%
496 · In-Kind Revenue	0.00	0.00	0.00	0.00	0.00%
<b>Total Income</b>	<b>130,108.36</b>	<b>622,285.07</b>	<b>718,000.00</b>	<b>95,714.93</b>	<b>86.67%</b>
<b>Expense</b>					
500 · Personnel	68,726.98	276,781.96	342,603.00	65,821.04	80.79%
505 · Fringe Benefits	26,933.54	109,442.11	114,940.00	5,497.89	95.22%
520 · Contractual	7,972.50	18,895.93	19,000.00	104.07	99.45%
521 · Travel & Per Diem	453.36	8,339.74	18,000.00	9,660.26	46.33%
522 · Space & Utilities	8,535.75	34,343.35	35,000.00	656.65	98.12%
523 · Equipment	11,323.34	11,323.34	17,500.00	6,176.66	64.70%
524 · Office Supplies	485.32	1,822.70	5,000.00	3,177.30	36.45%
525 · Postage	777.38	2,131.53	1,500.00	(631.53)	142.10%
526 · Telephone	2,391.98	8,847.90	9,000.00	152.10	98.31%
527 · Printing	2.14	1,316.50	2,500.00	1,183.50	52.66%
528 · Subscriptions	514.74	1,057.21	1,500.00	442.79	70.48%
529 · Advertising	-	(68.98)	1,500.00	1,568.98	-4.60%
530 · Insurance	-	7,297.00	12,000.00	4,703.00	60.81%
531 · Legal Costs	-	-	2,000.00	2,000.00	0.00%
532 · Professional Services	15,000.00	58,800.00	58,100.00	(700.00)	101.20%
533 · Computer Hardware and Software	74.19	7,450.70	25,000.00	17,549.30	29.80%
534 · Membership Dues	1,750.00	7,537.00	7,500.00	(37.00)	100.49%
535 · IT Services	1,786.50	7,359.00	10,000.00	2,641.00	73.59%
536 · Conferences and Training	2,104.40	7,089.82	18,000.00	10,910.18	39.39%
537 · Meetings	592.49	3,784.80	10,000.00	6,215.20	37.85%
537 · Automobile Expense	2,489.24	2,489.24	-	(2,489.24)	100.00%
550 · In-Kind Expenses	-	-	-	-	0.00%
555 · Miscellaneous Group	82.20	403.11	7,357.00	6,953.89	5.48%
590 · Pass-Thru Grant Expense	-	-	-	-	0.00%
<b>Total Expense</b>	<b>151,996.05</b>	<b>576,443.96</b>	<b>718,000.00</b>	<b>141,556.04</b>	<b>80.28%</b>
<b>Net Income</b>	<b>(21,887.69)</b>	<b>45,841.11</b>	<b>-</b>		

Percentage of year completed: 100%



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August 2019

# Region VII PDC Funded Project Status Report

Please Note--This report only reflects the funded projects for which we have binding agreements requesting our project administration services.

PROJECT NAME	TOTAL PROJECT COST	STATUS
--------------	--------------------	--------

## Barbour County

Century Volga PSD Sewer Project	\$4,150,000.00	Preconstruction meeting held July 31, 2019. Construction to begin in August 2019
City of Philippi Water Tank Replacement	\$2,735,000.00	Construction has started and is approximately 85% complete.

## Braxton County

Flatwoods-Canoe Run PSD--Exchange Road Water Extension (Phase I)	\$3,043,000.00	All main lines are installed and water tank is complete. Construction of project is approximately 80%.
Flatwoods-Canoe Run PSD--Exchange Road Water Extension (Phase II)	\$2,496,027.00	Contractors mobilized in July 2019 and began construction in August 2019.
Flatwoods-Canoe Run PSD--Heaters - Weyerhaeuser Water Upgrade Project	\$2,482,208.00	Authorization to bid is expected to be submitted by September 1, 2019.
Town of Burnsville--Sewer System Improvements	\$2,936,000.00	Implementation meeting held and evidentiary materials are currently being developed.
Town of Burnsville--Water System Improvements and Ext. to Route 5/Orlando	\$4,503,639.00	In process of closing out project. Engineer and Town are requesting remaining contingency funds to be used for the project. SCBG grant is closed.

## Gilmer County

Gilmer County/Braxton County Broadband Plan	\$100,000.00	Grant agreement extended. Final draft of plan should be complete by September 30, 2019.
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## Lewis County

Lewis County EDA--Alum Fork/Laurel Lick Water Extension	\$1,863,496.28	Construction is complete and in process of closing out project.
Lewis County EDA--Roanoke Elementary School Water Extension	\$3,767,790.00	Construction is complete and in process of closing out project.
Weston Sanitary Board--Turnertown/Butchersville Sewer Extension	\$14,184,188.00	Construction continues, as Contract #1 is 27% complete; Contract #2 is 38% complete; Contract #3 is 48% complete.
Lewis County Commission--North West Water Extension	\$3,716,681.00	Construction is complete and in process of closing out project.
Lewis County Commission--Southern Lewis County Broadband Project	\$500,000.00	Evidentiary materials completed, will be starting procurement process for professional services and provider.

## Randolph County

Town of Harman Water Project	\$5,935,000.00	The Town and its project engineers are trying to close out the project.
Randolph County Development Authority--Hardwood Cluster Manufacturing Expansion	\$3,645,000.00	Beneficiary decided not to do project--funds returned to funding agencies.
Randolph County Development Authority--Manufacturing Expansion Project	\$9,310,000.00	Construction is approximately 60% complete.
City of Elkins--Phase II Sewer Improvements	\$4,279,800.00	Project is currently in design phase. Plans and specifications were submitted to WVDEP with revisions based on WVDEP comments.
Town of Mill Creek--Water Improvements	\$4,612,475.00	New funding applications have been submitted to allow the Town to complete the project.

## Tucker County

City of Parsons Elevation Project	\$300,000.00	Project is complete, waiting on FEMA for approval of closeout.
Tucker County Commission--Hamrick PSD Water System Improvements and Extension	\$6,075,563.00	Construction is complete and in process of closing out project.
City of Parsons GIS Mapping Project	\$25,000.00	Project is complete and GIS database is on-line.
Town of Davis Water System Improvements	\$2,335,000.00	Binding commitment received from IJDC. Authorization to bid will be submitted by October 2019.

## Upshur County

Upshur County Commission--Elkins Road PSD Phase III Water Extension	\$6,500,000.00	Project design is being finalized (final design 95% complete). The PSD is trying to finalize land acquisitions and ROWs in order to proceed to authorization to bid.
Upshur County Development Authority--Mountain State Broadband Expressway	\$16,068,500.00	Construction on the first three backbone towers will begin in August 2019
Upshur County Development Authority--Innovation and Business Center	\$3,500,000.00	Construction is approximately 95% complete. Anticipating receiving certificate of occupancy by September 6, 2019.

## Multi-County

Central WV Development Association--Regional Broadband Project	\$3,450,000.00	Six new towers have been installed. Four more will be installed by September 30, 2019. Contractor will begin installing next set of ten towers by October 2019.
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TOTAL AMOUNT OF FUNDS ADMINISTERED BY REGION VII PDC STAFF	\$112,518,367.28
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**August 2019**  
Expedientiously Reviewed

**1. Barbour County Solid Waste Authority**

Applying for funding from the WV Solid Waste Management Board in the amount of \$19,950 to assist with the county's current recycling program.

Proposed Funding

WV Solid Waste Management Board	\$19,950
---------------------------------	----------

<b>TOTAL</b>	<b>\$19,950</b>
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**2. Randolph County Solid Waste Authority**

Applying for funding from the WV Solid Waste Management Board in the amount of \$9,650 to assist in becoming compliant with the WV State Auditor's Office.

Proposed Funding

WV Solid Waste Management Board	\$9,650
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<b>TOTAL</b>	<b>\$9,650</b>
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**3. Braxton County Solid Waste Authority**

Applying for funding from the WV Solid Waste Management Board in the amount of \$24,900 to assist with the current recycling program.

Proposed Funding

WV Solid Waste Management Board	\$24,900
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<b>TOTAL</b>	<b>\$24,900</b>
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**4. Braxton County Senior Center, Inc.**

Applying for funding from the Section 5310 Program to purchase a 13 passenger Converted Van with no lift. Agency will be selling a previously acquired Section 5310 Vehicle.

Proposed Funding

Section 5310 Program



**August 2019**  
Projects for Review

**1. Town of Sutton - Braxton County**

Applying for funding for North Hill Road Storm Sewer Phase II

Proposed Funding

SCBG	\$498,500.00
<b>TOTAL</b>	<b>\$498,500.00</b>

**2. City of Parsons – Tucker County**

Applying for funding for Parsons Emergency Water Preparedness and Resiliency Project for Emergency Potable Water Connection.

Proposed Funding

SCBG	<u>\$575,000.00</u>
<b><u>Total Project Cost</u></b>	<b><u>\$575,000.00</u></b>

**3. Lewis County EDA – Lewis County**

Applying for funding for Phase I Water Extension Project.

Proposed Funding

SCBG	\$1,500,000.00
IJDC Loan	\$4,755,000.00
WVAWC Contribution	<u>\$ 695,000.00</u>
<b><u>Total Project Cost</u></b>	<b><u>\$6,950,000.00</u></b>

**4. Vandalia Highlands Conservation and Recreation Abandoned Mine Lands Pilot Program Project**

West Virginia Land Trust to purchase and preserve 900 acres of land in Tucker County while providing permanent recreational access to a beloved, regionally significant multi-use system of trails.

Proposed Funding

WV Land Trust	\$ 127,996.40
AML Pilot Program – Awarded	\$ 400,000.00
WV Heritage Conservation Fund	\$ 250,000.00
✓ Vandalia Heritage Foundation	\$1,482,000.00
<b><u>Total Project Cost</u></b>	<b><u>\$2,259,996.40</u></b>

	A	B	C	D	E	F
1				STATE INTERGOVERNMENTAL REVIEW LIST		
2						
3	DATE OF REVIEW	ENTITY	COUNTY	FUNDING SOURCE(S)	AMOUNT	DESCRIPTION
4						
5	7/5/2018	WV DEP	Multi-County	WV DEP	\$69,508	WV DEP DAM Safety Program
6	7/9/2018	WV DEP LR	Multi-County	US DEP	\$75,140	Statewide Pre-Remedial Site Assessment
7	7/9/2018	WVU	Multi-County	US DEP	\$659,541	Development of Wetland Water Quality Standards for WV
8	7/12/2018	Glenville State College	Gilmer	Office of Postsecondary Education	\$492,855	Gear Up Program
9	7/12/2018	Friends of Deckers Creek, Inc.	Multi	US DEP	\$120,000	Deckers Creek Restorative: Reducing the Impacts of Fecal Coliform
10	7/13/2018	WV Dept of Agriculture	Multi	USDA	\$50,000	Beech Seed Orchard Maintenance Program
11	7/16/2018	Concord University	Mercer	US Dept of Education	\$2,630,240	Concord University Southern WV Gear Up Program
12	7/16/2018	WV Dept of Agriculture	Multi	National Institute of Food and Agriculture, USDA	\$46,000	USDA NIFA ES-006147 (NIFA-17) Cooperative Agreement
13	7/16/2018	Marshall University Research Corp.	Cabell	US Dept of Health and Human Services	\$2,998,329	MU Region 3 Prevention Technology Transfer Center
14	7/18/2018	WV Dept of Agriculture	Multi	USDA	\$111,252	WVDA Animal Disease Traceability Program
15	7/20/2018	Glenville State College	Gilmer	USDA Rural Development	\$13,150	Assist with purchase of a new 4WD Police Vehicle
16	7/25/2018	WVU Research Corporation	Multi	Centers for Disease Control & Prevention	\$4,201,430	WVU Injury Control Research Center
17	8/6/2018	WVU Research Corporation	Multi	USDA Forest Service	\$577,374	Support of fostering Administrative Partnership WVU & NAASF
18	8/8/2018	WVU Research Corporation	Multi	US Dept of Health and Human Services	\$49,850	WVU Health Professional Diversity & disability Fellowship Program
19	8/14/2018	Adrian Public Service District	Upshur/Randolph	US Dept of Agriculture - Rural Utilities Service	\$8,675,000	Upgrade water distribution system
20	8/21/2018	National Main Street Center, Inc.	Multi	ARC	\$928,000	Developing Place-Based Entrepreneurial Ecosystems on Main Street Project
21	8/21/2018	Southern Appalachian Labor School	Multi	USDA - RD	\$60,000	Rehabilitate or replace dilapidated owner-occupied homes of low income in coalfields of southern WV.
22						
23	9/17/2018	Woodlands Community Lenders'	Multi	US EDA	\$452,500	Mon Forest Recreational Economies Initiative
24	10/31/2018	WV DEP - Mining & Reclamation	Multi	US Dept of Interior - Office of Surface Mining	\$10,476,486	Administration and Enforcement Grant for January 1, 2019 through December 31, 2019
25	7/6/2017	WV DEP - AML&R	Multi	US Dept of Interior - Office of Surface Mining	\$40,000,000	FY2019 AML&R Grant Application Program
26	12/14/2018	Randolph County Housing Authority	Randolph	USDA Rural Development	\$420,000	Loan to refinance of existing debt and additional funds for property improvements
27	1/29/2019	Opportunity House, Inc.	Multi	Health Research & Services Administration	\$200,000	Rural Health Care Services Outreach
28	3/14/2019	Philippi Municipal Building Commission	Barbour	US Dept of Agriculture - Rural Development	\$50,000	Facade Repairs of Municipal Building
29	3/28/2019	WV Military Authority	Multi	US Dept of Agriculture - Rural Development	\$249,983	To enhance the opportunities of veterans and citizens to participate in profitable ag businesses.
30	3/29/2019	WV Food Producers Association	Multi	USDA - RD	\$50,000	Assist with technical assistance from Orion Strategies to develop start-up material for marketing member recruitment and communications.
31						
32	4/1/2019	E. Regional Family Resource Network	Multi	Substance Abuse & Mental Health Services	\$300,000	Initiative to prevent the onset and reduce the progression of substance abuse.
33	4/3/2019	New Appalachian Farm & Research	Multi	US Dept of Agriculture - Rural Development	\$49,000	Assist with the project to build on existing local food infrastructure to increase production, processing and distribution capabilities in the north-central region of WV.
34						
35	4/4/2019	WV Dept. of Agriculture	Multi	US Dept of Agriculture	\$300,895	Support the WV Gypsy Moth Slow the spread, Trapping and Treatment 01/01/2019 to 06/01/2020
36	4/4/2019	WV Dept. of Agriculture	Multi	US Dept of Agriculture	\$17,000	Support the WV Gypsy Moth Slow the spread for 07-01-2019 to 06/30/2020
37	4/4/2019	West Virginia University Research Corp	Monongahela	Dept of Commerce/Economic Development	\$749,997	WVU's Startup Engine Project
38	4/10/2019	WVU Research Corporation	Monongahela	ARC Development Grants	\$434,301	WV Mobile Maker Lab Project
39	4/10/2019	INNOVA Commercialization Group	Marion	ARC Development Grants	\$837,970	3 Steps to Start Up Project
40	4/12/2019	Mountaineer Community Health Center	Multi	Health Resources & Services Administration	\$650,000	Mountaineer Community Health Center FY2019 New Access Point
41	4/12/2019	Camden on Gauley Medical Center	Multi	Health Resources & Services Administration	\$650,000	Camden Family Health FY2019 New Access Point Project
42	4/22/2019	Marshall University Research Corp.	Wayne	Health Resources & Services Administration	\$750,000	Rural Residency Planning and Development Program
43	5/2/2019	WV Division of Justice & Community	Multi	Bureau of Justice Assistance	\$1	Residential Substance Abuse Treatment for State Prisoners
44	5/2/2019	WV Coalition Against Domestic Violence	Multi	Office on Violence Against Women	\$90,975	WV Coalition Against Domestic Violence Training and Capacity Project
45	5/13/2019	WV State Police/Forensic Lab	Multi	National Institute of Justice	\$533,500	FY2019 DNA Capacity Enhancement & Backlog Reduction Program - WV State Police
46	5/20/2019	Community Care of West Virginia Inc	Multi	Health Resources and Services Admin	\$145,000	FY2019 Health Center Cluster Project
47	5/20/2019	WV DEP	Multi	US DEP	\$170,000	CORE Program Grant
48	5/20/2019	Randolph County Housing Authority	Randolph	US Dept of Agriculture/Rural Housing Service	\$250,000	FY2019 Rural Community Development Initiative Grant
49	5/22/2019	Camden on Gauley Medical Center	Multi	Health Resources and Services Admin	\$300,000	Oral Health Infrastructure project
50	5/22/2019	SRI International	Multi	US Dept. of Education	\$12,220,175	Region 5 Comprehensive Center at SRI - Building capacity to improve educational opportunity and outcomes.
51						
52	5/22/2019	WV Dept. of Agriculture	Multi	USDA - Agricultural Marketing Service	\$295,919	WV Specialty Crop Block Grant Program
53	5/23/2019	ICF, Incorporated L.L.C.	Four-state Region	US Dept of Education	\$12,220,175	Capacity-building services in a four-state region
54	5/24/2019	WV Division of Justice & Community	Multi	Bureau of Justice Assistance	\$30,000	FY2019 John R. Justice Student Loan Repayment Program
55	5/28/2019	Westat, Inc.	Four-state Region	US Dept of Education	\$12,220,167	Comprehensive Center Program in a four-state region (Kentucky, Tennessee, Virginia, WV
56	5/28/2019	WV Coalition for Technology-based Economic Development, Inc.	Multi	US Dept. of Education	\$500,000	TechWRX West Virginia Project
57						
58	5/30/2019	WV Division of Justice & Community	Multi	Office of Juvenile Justice & Delinquency Pre	\$400,859	State of WV Juvenile Justice & Delinquency Prevention JJDP title II Federal Application
59	5/31/2019	Central Barbour PSD	Barbour	USDA - Rural Utilities Service	\$2,606,000	Rehabilitation to an existing water system project.
60	6/10/2019	Westat, Inc.	National	US Dept of Education	\$24,999,988	Comprehensive Center Program - National Center
61	6/10/2019	WV DEP	Multi	US DEP	\$125,000	Pre-Remedial Program
62	6/11/2019	WV DEP	Multi	US DEP	\$414,116	WV State Response Program
63	6/17/2019	WV Food & farm Coalition, Inc.	Multi	USDA	\$214,573	WV Grocer Lab



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	A	B	C	D	E	F
1				STATE INTERGOVERNMENTAL REVIEW LIST		
2						
3	DATE OF REVIEW	ENTITY	COUNTY	FUNDING SOURCE(S)	AMOUNT	DESCRIPTION
4						
5	7/1/2019	Interstate Commission on the Potomac	Multi	US EPA	\$635,000	Potomac Basin Water Quality Improvement Project
6		River Basin				
7	7/1/2019	WV DEP	Statewide	US DEP	\$4,890,000	WV Statewide RCRA 3011 Hazardous Waste Management Program
8	7/1/2019	WV DEP	Statewide	US DEP	\$1,758,429	WV Statewide Leaking Underground Storage Tank Program
9	7/2/2019	WV DEP	Statewide	US DEP	\$142,000	Implementation of the State's Underground Injection Control Program
10	7/8/2019	WV DHHR	Statewide	US EPA	\$74,299	AHERA asbestos management plans of private and public schools (k-12) in WV
11						

Adrian Public Service District

July 11, 2019

(81)



Monthly Board Meeting

Present from Adrian PSD: Paul Spencer, Kelly Arnold, Don Killingsworth, Lindsey Woody, and Eric Brunn. Visitors: Rhett Dusenbury, District Representative.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 10:03 am by Chairman Spencer.

Mr. Dusenbury introduced himself, conveying he is here to support the PSD and help in any way possible with PSD needs and future projects as our House of Representatives district representative.

Minutes of the June 13, 2019 meeting were read. Don made the motion to approve the minutes and Kelly second.

Invoices were presented – Motion to pay was made by Don, second by Kelly.

**Old Business**

- The lease for the Rock Cave broad band tower with the Development Authority was revised by the PSD's attorney and is currently being revised by the Development Authority's attorney, then the PSD will look over for approval.
- The Sanitary Survey was conducted on June 25<sup>th</sup> and 26<sup>th</sup> and went well.

**New Business- none**

**Items for Discussion/Action/Approval**

- A motion was made by Kelly and second by Paul for Eric and Norma to attend a flagger and barricade class in Buckhannon on July 31<sup>st</sup>.
- A motion was made by Don and second by Kelly for Bennett and Dobbins to conduct the PSD's annual financial services.
- A six month reevaluation of the Office Manager was conducted.

**Maintenance – Eric**

- Repaired 3 large main breaks on Rt. 20 Rock Cave, Grand Camp, and Adrian Hill.
- Repaired 3 service leaks on Rt. 20 Arlington, Alton Rd., and Rt. 20 near Beachtown.
- Small leak on Grand Camp tank was found.

**Office Report**

- Formal complaint with Henrietta Sanders was resolved.

The meeting adjourned at 11:30 am. Next regular meeting will be Aug. 8, 2019 at 10:00 am.

Board of Directors

Paul Spencer, Chairman

Don B. Killingsworth, Vice Chairman

Kelly Arnold, Sec., Treas.

## UPSHUR COUNTY SENIOR CENTER

### UPSHUR COUNTY SENIOR CENTER BOARD OF DIRECTORS MINUTES: July 10, 2019

**CALL TO ORDER:** President Ransom Hackett called the meeting to order at 12:04 PM.

**THOSE ATTENDING:** Sarah Campbell, Ransom Hackett, Terry Cutright, Heather Powell, Jim Vance, Samantha Ours

**APPROVAL OF MINUTES:** President Ransom Hackett asked for a motion to approve the June Minutes. Terry Cutright made a motion to approve the minutes. Heather Powell seconded the motion. Motion passed.

**DIRECTOR'S REPORT:** Director Campbell presented her report.

**PUBLIC COMMENTS:** Mr. John Barnes appeared before the board to discuss concerns over the Boards' lack of presence at the evening meals. Mr. Barnes also raised the question as to why the Board meeting did not make it to the Newsletter. Director Campbell apologized and assured him it was included in the list of events and would be corrected in the future. Mr. Barnes also asked the about the differences between our menu and the menus of neighboring centers. Director Campbell assured Mr. Barnes that the menus for the centers were all prepared by the same company.

#### **FINANCIAL REPORT:**

- The financial report was present to the board by Fiscal Officer Samantha Ours. Heather Powell made a motion to approve the financial report. Jim Vance seconded the motion. Motion passed.

#### **PREVIOUS BUSINESS:**

- Director Campbell reported that the Internet Improvements have been completed. Five access points for Wi-Fi were installed and both the public and staff networks are live.
- Director Campbell readdressed the letter from Community Care asking for funding for the FARMacy program. President Ransom Hackett asked for a motion to abstain from participation. Heather Powell abstained from the vote because of a conflict of interest. Jim Vance motioned to abstain from participation. Jonathan Clutter seconded the motion. Motion passed.
- Samantha Ours and Director Campbell presented the available options for proposed pay raises. President Hackett entertained a motion to approve the pay raise of \$.25 across the board effective October 1, 2019. Jonathan Clutter made a motion to approve the raise. Jim Vance seconded the motion. Motion passed.
- President Hackett also requested information regarding raises for salaried workers to the next board meeting.

#### **NEW BUSINESS:**

- Director Campbell reviewed marketing efforts since the completion of our Marketing Plan and plans for future marketing, including researching the cost of redesigning our logo and business cards to be more senior friendly and specific to our organization.



- Director Campbell reviewed the upcoming deadlines for EVV (June 2020 for VA and January 2020 for Medicaid) and CoPilot as an option. See attached offer sheet. President Hackett entertained a motion to begin the six-month trial with CoPilot and look into other bids and options for EVV. Heather Powell made a motion to accept. Terry Cutright seconded the motion. Motion passed.

**PERSONNEL:**

**NEXT MEETING:** The next board meeting will be August 14, 2019 at 12 PM.

**ADJOURNMENT:** Heather Powell made a motion to adjourn. Jonathan Clutter seconded the motion. Adjourned at 1:37 PM.

## Executive Director's Report

August 12, 2019

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*This report was developed to provide a perspective of the current state of affairs at the Upshur County Senior Citizens' Opportunity Center, Inc. The report serves as a communication to the Board of Directors a current summary of program operations, finances and services, and human resources.*

### Programs Operations

#### Monitoring

- This month we had no monitoring or audits. We continue with our self-checks and are working to improve systems to make sure we do not miss steps in the client process.

#### Activities & Events

- Our Karaoke Night had a small turnout on July 12.
- Our upcoming Senior Picnic will be September 4 from 10 am to 2 pm at the North End Park. There will be games, food, and potentially entertainment.
- Last month's diabetes class saw a consistent attendance and received excellent reviews. We appreciate Stonewall Jackson's time and effort in this.

#### Administrative

- No administrative changes.

### Finances and Services

#### Fundraising and Donations

- There were no general donations this month.

#### Nutrition

- We served a total 590 Congregate Meals and 585 Home Delivered Meals.

#### Lighthouse

- Our hours for Lighthouse have steadied at around 670 per month.
- According to our current grant, we need to average 775 hours of service per month. We are currently looking to hire more Direct Care Workers and add clients to this program.

#### FAIR

- FAIR hours have leveled out at around 156 per month.
- With our new grant, we need to average approximately 224 hours per month.

#### VA

- We opened one new VA client and lost one client (moved out of service area).

#### PC

- We conducted one annual Personal Care visit.

#### ADW

- One annual Adult Disable Waiver visit and one 6-month visit was conducted.

#### IIIE

- We are currently averaging about 99 hours of Respite services.
- We hope to add more clients soon—our average needs to be around 180 hours.

#### IIIB

- We are currently averaging around 69 hours of Homemaker services. Our average needs to be around 100 hours per month.
- Two annual visits were conducted in this month.

## Human Resources

85

### Education & Training

- Samantha attended a Title III Older Americans Meeting on July 25. Updates included potential changes to the OAA adding services specifically for Grandparents (pending lawyer approval) and updates to Lighthouse and FAIR programs.

### Community Participation

- N/A

Respectfully Submitted,

A handwritten signature in cursive script that reads "Sarah K. Campbell". The signature is written in dark ink and is positioned above the printed name.

Sarah Campbell, Executive Director



**Upshur County Senior Citizens Opportunity Center, Inc.**  
**Profit & Loss YTD Comparison**  
**June 2019**

86

	Jun 19	Oct '18 - Jun 19
Ordinary Income/Expense		
Income		
4001 · Program Income	35,474.06	350,809.33
4005 · Grant Income		
4005.1 · COACT	33,970.25	304,659.76
4005.3 · LIFE	18,729.39	148,341.93
4005.4 · Lighthouse	11,544.00	86,052.00
4005.5 · FAIR	2,513.00	20,307.00
4005.70 · Title 3B Transportation	4,242.37	34,552.06
4005.71 · Title 3C1 Nutrition Congregate	2,614.50	25,425.75
4005.72 · Title 3C2 Nutrition Home Del	4,703.50	38,640.00
4005.76 · Title 3E Respite	1,288.00	10,227.00
Total 4005 · Grant Income	79,605.01	668,205.50
4010 · Donations	0.00	903.20
4020 · Project Income		
4021 · Hi-Rise C2 Income	83.00	1,189.50
4020 · Project Income - Other	1,430.73	14,605.50
Total 4020 · Project Income	1,513.73	15,795.00
4080 · Dividends Income	685.53	5,485.52
4090 · Ensure Donations	620.00	6,800.00
4095 · Misc Income	0.00	6.67
Total Income	117,898.33	1,048,005.22
Gross Profit	117,898.33	1,048,005.22
Expense		
6400 · Facilities and Equipment		
6420 · Vehicle Repair & Maint Expense	0.00	1,597.74
6450 · Building Maintenance Expense	20,184.45	20,916.04
6451 · Equipment Maintenance and Repair	0.00	113.72
Total 6400 · Facilities and Equipment	20,184.45	22,627.50
6500 · Operations Expenses		
6510 · Fuel Expense	179.79	1,271.29
6520 · Printing and Copy Expense	103.59	1,733.24
6521 · Postage and Shipping Expense	110.00	915.77
6522 · Office Supplies	350.78	4,508.93
6527 · Advertisement Expense	0.00	50.00
6550 · Background Check Expense	56.75	185.75
6551 · Training Expense	80.00	595.78
6560 · Food Inventory Expense	3,190.02	37,008.12
6561 · Disposables Kitchen Expense	276.22	4,209.59
6563 · OSHA Supplies Expense	87.98	577.57
6565 · Insurance Expense	1,997.36	13,478.08
6570 · Accounting/Auditing Expense	0.00	4,460.12
6585 · Computer Expenses		
6586 · Harmony	0.00	191,912.50
6585 · Computer Expenses - Other	0.00	1,271.92
Total 6585 · Computer Expenses	0.00	193,184.42
6588 · Communication Expense	710.76	8,023.06
6589 · Utilities Expense	1,128.28	11,640.88
6590 · Licenses/Permits Expense	0.00	666.00
6597 · Donations Expense	0.00	176.25
6761 · Subscriptions & Dues	0.00	77.94
Total 6500 · Operations Expenses	8,271.53	282,762.79
6600 · Payroll Expenses		
6601 · Salaries and Wages	64,881.06	534,164.80

## Profit &amp; Loss YTD Comparison

June 2019

	Jun 19	Oct '18 - Jun 19
6615 · Medicare/SS Taxes Expense	4,947.34	43,320.47
6651 · State Unemployment Expense	655.01	6,356.59
6670 · Employee Benefit		
6671 · 403 (B) Expense	632.25	5,705.69
6672 · Employee Health & Life Insuranc	3,270.70	29,486.30
6695 · Workmans' Comp Expense	1,369.00	8,123.00
Total 6670 · Employee Benefit	5,271.95	43,314.99
6600 · Payroll Expenses - Other	133.56	1,166.82
Total 6600 · Payroll Expenses	75,888.92	628,323.67
66910 · Bank Service Charges	0.00	39.00
6700 · Other Types of Expenses		
6760 · Dues and Membership Expenses	175.00	175.00
6798 · Misc Expense	22.14	18,334.88
Total 6700 · Other Types of Expenses	197.14	18,509.88
6703 · Contract Transportation Service	2,208.33	19,874.97
6800 · Travel and Meetings Expense		
6820 · Conference Fees Expense	2,209.12	2,709.12
6825 · Lodging Expense	0.00	1,094.11
6830 · Meals and entertainment	0.00	52.24
6850 · Mileage Expense	40.67	855.70
Total 6800 · Travel and Meetings Expense	2,249.79	4,711.17
6855 · Mileage Travel Expenses	985.48	6,920.08
6880 · Bad Debt Expense	1.00	2.07
6902 · Interest Expense	0.00	49.34
6980 · Ensure Expenses	1,125.43	7,400.42
6999 · Indirect Expense	412.44	412.44
7000 · Grant Expense		
7000.2 · COACT Indirect Costs	3,383.84	13,712.80
Total 7000 · Grant Expense	3,383.84	13,712.80
Total Expense	114,908.35	1,005,346.13
Net Ordinary Income	2,989.98	42,659.09
Other Income/Expense		
Other Income		
6901 · Interest Income	25.88	217.66
Total Other Income	25.88	217.66
Net Other Income	25.88	217.66
Net Income	3,015.86	42,876.75

## Upshur County Senior Citizens Opportunity Center, Inc.

## Balance Sheet

As of June 30, 2019



	Jun 30, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1015 · P Payroll 6952	61,907.05
1017 · P A/P 6945	2,074.39
1019 · P GF 6986	69,269.14
1050 · P Grant Saving 3617	61,677.82
1090 · Petty Cash	405.90
1095 · Coffee Fund	69.79
Total Checking/Savings	195,404.09
Accounts Receivable	
1100 · Accounts Receivable	42,365.41
1150 · Grants Receivable	93,334.23
Total Accounts Receivable	135,699.64
Other Current Assets	
1300 · Prepaid Expenses	
1310 · Prepaid Insurance	3,728.49
Total 1300 · Prepaid Expenses	3,728.49
1350 · Inventory	2,799.50
Total Other Current Assets	6,527.99
Total Current Assets	337,631.72
Fixed Assets	
1400 · Land	250,470.00
1500 · Furniture and Equipment	40,464.94
1501 · Buildings	829,360.00
1502 · Accum Depr - Buildings	-714,997.63
1505 · Vehicles	41,303.00
1510 · Building Improvements	422,343.82
1520 · Computer Equipment	141,800.74
1530 · Equipment	57,622.54
1600 · Accum Depr-Furn and Equip	-265,283.37
Total Fixed Assets	803,084.04
Other Assets	
1860 · Other Assets	
1861 · IDS Investment	181,500.35
Total 1860 · Other Assets	181,500.35
Total Other Assets	181,500.35
<b>TOTAL ASSETS</b>	<b>1,322,216.11</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts payable	1,538.73
Total Accounts Payable	1,538.73
Credit Cards	
2110 · Chase CC	3,028.01
2120 · Walmart CC	304.71
Total Credit Cards	3,332.72
Other Current Liabilities	
2100 · Accrued Expenses	24,200.45
2111 · Direct Deposit Liabilities	-26.80



3:35 PM

08/12/19

Accrual Basis

## Upshur County Senior Citizens Opportunity Center, Inc.

## Balance Sheet

As of June 30, 2019

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	Jun 30, 19
2400 · Payroll Liabilities	
2410 · Federal W/H Payable	2,325.50
2415 · Medicare/SS Taxes Payable	4,829.74
2420 · State W/H Payable	2,543.00
2451 · State Unemployment Payable	2,131.65
2485 · Accrued Leave and Payroll	17,272.45
2490 · 403(b) Payable	4,445.23
2492 · Health Care Insurance Payable	670.64
2494 · Misc. Employee Benefits Payable	-41.51
2499 · Garnishments Payable	400.00
Total 2400 · Payroll Liabilities	34,576.70
Total Other Current Liabilities	58,750.35
Total Current Liabilities	63,621.80
Total Liabilities	63,621.80
Equity	
3150 · Temp. Restricted Net Assets	13,920.00
3200 · Unrestricted Net Assets	1,188,675.87
3250 · Unrealized (Gain) loss in Inv	13,121.69
Net Income	42,876.75
Total Equity	1,258,594.31
TOTAL LIABILITIES & EQUITY	1,322,216.11

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## Upshur County Senior Citizens Opportunity Center, Inc.

8/12/2019 3:36 PM

Register: 1017 · P A/P 6945

From 06/01/2019 through 06/30/2019

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/10/2019	4972	Abbott Nutrition	2000 · Accounts payable	51007334	970.20	X		1,046.38
06/10/2019	4973	AFLAC	2000 · Accounts payable	JCN55	26.26	X		1,020.12
06/10/2019	4974	Board of Risk and In...	2000 · Accounts payable	3052	2,484.00	X		-1,463.88
06/10/2019	4975	Chase Card Services	2000 · Accounts payable	424631518679...	1,795.23	X		-3,259.11
06/10/2019	4976	Country Roads Transit	2000 · Accounts payable		2,208.33	X		-5,467.44
06/10/2019	4977	Dodson Bros. Exterm...	2000 · Accounts payable	P 23 885003	42.00	X		-5,509.44
06/10/2019	4978	FedEx	2000 · Accounts payable	3193-6127-8	17.39	X		-5,526.83
06/10/2019	4979	Guttman Oil	2000 · Accounts payable		67.36	X		-5,594.19
06/10/2019	4980	Hart Office Solutions	2000 · Accounts payable	Contract # UPS...	31.80	X		-5,625.99
06/10/2019	4981	LEAF	2000 · Accounts payable	100-4616831-0...	93.66	X		-5,719.65
06/10/2019	4982	Meals on Wheels Am...	2000 · Accounts payable	Annual Membe...	175.00	X		-5,894.65
06/10/2019	4983	Mountaineer Gas Co...	2000 · Accounts payable	268659-313452	70.00	X		-5,964.65
06/10/2019	4984	Mountaineer Gas Co...	2000 · Accounts payable	268660-313453	86.24	X		-6,050.89
06/10/2019	4985	Mountaineer Newspa...	2000 · Accounts payable	3137	199.00	X		-6,249.89
06/10/2019	4986	PELA	2000 · Accounts payable		4,437.68	X		-10,687.57
06/10/2019	4987	Ralston Press Inc.	2000 · Accounts payable		171.46	X		-10,859.03
06/10/2019	4988	Sanitary Linen Service	2000 · Accounts payable		35.78	X		-10,894.81
06/10/2019	4989	Sprint	2000 · Accounts payable	204780486	48.96	X		-10,943.77
06/10/2019	4990	Utility Boards-City o...	2000 · Accounts payable	0356140000	402.09	X		-11,345.86
06/10/2019	4991	Utility Boards-City o...	2000 · Accounts payable	0461750000	61.62	X		-11,407.48
06/10/2019	4992	Walmart CC	2000 · Accounts payable	603220253026...	383.14	X		-11,790.62
06/10/2019	4993	Wendling's Food Ser...	2000 · Accounts payable		1,068.05	X		-12,858.67
06/10/2019	4994	CITYNET	2000 · Accounts payable	167339	573.64	X		-13,432.31
06/10/2019			1019 · P GF 6986	Funds Transfer		X	15,500.00	2,067.69
06/28/2019	4995	AFLAC	2000 · Accounts payable	JCN55	246.74	X		1,820.95
06/28/2019	4996	BrickStreet Mutual I...	2000 · Accounts payable	WCB1006215	1,369.00	X		451.95
06/28/2019	4997	Guttman Oil	2000 · Accounts payable		119.80	X		332.15
06/28/2019	4998	Hart Office Solutions	2000 · Accounts payable	Contract # UPS...	31.80	X		300.35
06/28/2019	4999	LEAF	2000 · Accounts payable	100-4616831-0...	103.59	X		196.76
06/28/2019	5000	MonPower-1100818...	2000 · Accounts payable	110081871599	413.56	X		-216.80
06/28/2019	5001	MonPower-1100877...	2000 · Accounts payable	110087719099	674.06	X		-890.86
06/28/2019	5002	Sprint	2000 · Accounts payable	204780486	67.12	X		-957.98
06/28/2019	5003	Utility Boards-City o...	2000 · Accounts payable	0356140000	495.09	X		-1,453.07
06/28/2019	5004	Utility Boards-City o...	2000 · Accounts payable	0461750000	63.39	X		-1,516.46
06/28/2019	5005	Wendling's Food Ser...	2000 · Accounts payable		2,731.79	X		-4,248.25
06/28/2019	5006	Westfield Insurance	2000 · Accounts payable	4701361963	1,997.36	X		-6,245.61
06/28/2019			1019 · P GF 6986	Funds Transfer		X	8,320.00	2,074.39

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## UPSHUR COUNTY YOUTH CAMP BOARD

July 18, 2019

The Upshur County Youth Camp Board met in regular session on Thursday, July 18 at the camp. President Glen Hawkins called the meeting to order at 6:30 pm. Board members present were Glen, Gini Croaff, Debbie Hull, Craig Presar and Thanna Wentz. Camp Director, Greg Woody also attended.

The secretary's report was approved with the correction that the silver coins donated to the silent auction were .999 pure silver (.1643 ounce) - not .99. The financial statement was approved as presented. Both were approved through motions made by Craig and Gini. It was established that Craig and Thanna have keys to the safety deposit box at Chase Bank. Titles to the house and mule are in the box.

### Old Business:

1. Thanna made a motion to table the timber discussion to a later date. This motion was seconded by Craig and passed

2. Greg sat in on a conference call with a representative of Brownfield, Woody Martin and Tabitha. He said Woody had stated that the board members were happy with the results of the project. (The Board members would like to know which members?)

The Commission thinks the area should be mowed, but that isn't possible with tar and branches all over the area.

Three employees of the DEP inspected the area along with Commissioner Cutright, Greg and Thanna in May. There has been no report on their findings. They suggested that the air quality should be tested as well.

Carrie will sit in on one of our meetings to explain further planned procedures regarding the completed project.

The next conference call will be August 29 and 1:30 pm.

3. There was nothing to report on the remainder on the CPG grant money.

4. Thanna reported that the Upshur County CEO organizations has donated \$485.00 to the youth camp. She suggested that maybe fabric could be purchased for new curtains in the dorms with the money. No action was taken.

5. Gini reported that the brochures are nearly ready to be printed. She is waiting to get some pictures of the Lewis County Band in action on the playing field before finalizing the project. The brochure will be 4-fold and Wesleyan College will print and fold them.

6. Glen announced that Dale is now equipped to serve more than one hundred guests at the farm so we should try to sell 100 plus tickets. Tickets are \$25.00 each and the menu includes lasagna, salad, dessert, iced tea and water..

There will be only 100 raffle tickets sold on the Henry Rifle at \$20.00 each. The butt of the rifle will have a 4-H commemorative brass plate on it. Gini will check with McFly



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Outdoors regarding a donation or reduction in cost of the rifle.

Thanna will pick up the tickets for the 50/50 drawing. We have several items for the silent auction

7. The audit is on-going. Thanna is still taking requested items to the auditors.

There was no new business.

Greg's only comment was that the septic tank will need to be pumped this fall.

There being no further business, the meeting adjourned at 7:45 pm. The next meeting will be held at the camp on Thursday, August 15, 2019 at 6:30 pm

Respectfully submitted,

*Thanna West*