

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call
- Date of Meeting: July 29, 2021
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
- July 15, 2021
 - July 20, 2021 – Special Meeting
- 9:15 a.m. Ty Landis, Youth Environmental Club – Presentation of proposed amphitheater renovation project at the Upshur County Recreational Park Page 6-8
- 9:45 a.m. Jan Cochran, Lewis-Upshur Animal Control Facility Director – Review Lewis-Upshur Animal Control Facility Sunday Hours * Page 9
- 11:00 a.m. Public Meeting – Assign a name to a private right-of-way per the requirements of the 911 Addressing and Mapping Ordinance adopted on September 18, 2003.

Items for Discussion / Action / Approval:

1. Correspondence from Judith L. Williams, Director of James W. Curry Public Library, requesting approval of the expenditure of \$175 payable to Skateland for rink rental on August 10th. This is for the grand finale event for the “Tails and Tales” 2021 summer reading program. * Page 10
2. Review and signature of WVDOH MM-109 Right-of-Way Encroachment Permit Application for the Middlefork River Boat launch area. * Page 11-14
3. Approval and signature of the U.S. Department of Housing and Urban Development Office Section 3 Summary Report and Annual Reporting Form for period July 1, 2020 to June 30, 2021. This reporting is a requirement of the Community Development Block Grant which funds the Elkins Road PSD Phase III Water Extension Project. * Page 15-21
4. Approval and signature of a Proposal for Financing provided by Country Roads Leasing, LLC and Resolution Authorizing the Execution and Delivery of a Master Lease Equipment Lease-Purchase Agreement, and Related Instruments, and Determining Other Matters in Connection Therewith. The tax-exempt lease-purchase financing for the acquisition of a 2021 Dodge Charger will cost seven thousand seven hundred five dollars and eighty-nine cents (\$7,705.89) annually over a period of four years resulting in a total acquisition cost of thirty thousand eight hundred twenty-three dollars and fifty-six cents (\$30,823.56). * Page 22-23

5. Correspondence from Joseph Armstrong, WV Court Security Board Chairperson announcing a grant award in the amount of \$14,320 to be used for the purpose of enhancing and upgrading the county's court security. Approval and signature of FY 22 Court Security Grant (Project No. 21-CS-07) Contract Agreement, Resolution, Certifications, Standard Conditions and Assurances and Special Conditions. *
Page 24-44
6. Approval and signature of a Notice to Purchase E-911 Integrated Computer System and Support Agreement – Telephone Replacement System. This purchase will be considered during the regularly schedule Commission Meeting to be held on August 26, 2021. *
Page 45
7. Approval and signature of a Consulting Agreement between USI Insurance Services LLC and the Upshur County Commission, effective July 1, 2021. During the term of the agreement, the fee will be \$5,000 quarterly. *
Page 46-52
8. Correspondence from Tasha Harris, WVU Extension Agent, requesting a donation of 2022 pool passes to be utilized as prizes for the quiz bowl that will take place during the Upshur County Youth Livestock Association annual livestock show. *
Page 53-55
9. Correspondence from Arley Robinson requesting reappointment to the Upshur County Farmland Protection Board as the Farm Bureau representative, effective July 1, 2021. Upon approval, Mr. Robinson's new term will expire on June 30, 2025. *
Page 56
10. Correspondence from J.C. Raffety expressing an interest in the vacant county resident seat on the Upshur County Farmland Protection Board. Upon approval, Mr. Raffety's term will be effective immediately and extend through June 30, 2025. *
Page 57
11. Correspondence from Thomas J. O'Neill resigning as a community member of the Upshur County Fire Board. This term is set to expire on June 30, 2022. *
Page 58
12. Correspondence from Thomas J. O'Neill expressing an interest in the vacant seat on the Corridor H Authority. Upon approval, this term will be effective immediately and extend through June 30, 2025. *
Page 59
13. Consider Resignation of Employee *
Item may lead to Executive Session per WV Code Under separate cover
14. Consider Termination of Employees *
Item may lead to Executive Session per WV Code Under separate cover
15. Approval of Lewis–Upshur Animal Control Facility Volunteer Katrina Grose. Under separate cover
16. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

1. Upshur County Sheriff's Financial Statement for period ending June 2021. Page 60
2. Upshur County Sheriff's Settlement, Reconciliation of Cash and Commission – Fiscal Year Ending June 30, 2021 Page 61-80
3. Correspondence from Samantha L. Woods, Deputy State Auditor, enclosing a copy of the Report on Applying Agreed-Upon Procedures of the Upshur County Magistrate Court for the period ending December 31, 2020. Report is available for public review in the Upshur County Commission Office. Page 81
4. FY2022 REAP Covered Electronic Devices Recycling Grant Application Announcement, due no later than August 31, 2021. Page 82
5. Upshur County Mileage Reports – June, 2021 Page 83-92
 - Upshur 911
 - Maintenance
 - Emergency Management
 - Sheriff
 - Addressing and Mapping
 - Community Corrections
 - Dog Pound
6. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - b) Agendas and/or Notice of Meetings:

• Upshur County Senior Center	July 14, 2021	<u>Page 93</u>
• Upshur County Farmland Protection Board	July 15, 2021	<u>Page 94</u>
• Special Meeting of City Council of Buckhannon	July 21, 2021	<u>Page 95</u>
• Upshur County Public Library	July 21, 2021	<u>Page 96-98</u>
 - c) Meeting Minutes:

• Upshur County Youth Camp Board	May 20, 2021	<u>Page 99-101</u>
• Tennerton PSD	June 9, 2021	<u>Page 102</u>
• Upshur County Solid Waste Authority	June 14, 2021	<u>Page 103-105</u>
• Upshur County Fire Board	June 15, 2021	<u>Page 106</u>
• Upshur County Fire Board	June 22, 2021	<u>Page 107</u>
 - d) Meetings:

• 08/03/21	5:00 p.m.	Elkins Road PSD
• 08/03/21	4:00 p.m.	Hodgesville PSD
• 08/05/21	7:00 p.m.	Banks District VFD
• 08/19/21	7:00 p.m.	City Council of Buckhannon
• 08/05/21	7:00 p.m.	Selbyville VFD
• 08/09/21	12:00 p.m.	Upshur County Family Resource Network

- 08/09/21 4:30 p.m. Upshur County Solid Waste Authority
- 08/09/21 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 08/09/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 08/10/21 7:30 p.m. Adrian VFD
- 08/05/21 6:00 p.m. Buckhannon-Upshur Board of Health
- 08/18/21 7:00 a.m. Upshur County Development Authority –Exec Board
- 08/11/21 12:00 p.m. Upshur County Senior Center Board
- 08/11/21 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 08/10/21 7:00 p.m. Warren District VFD
- 08/05/21 3:00 p.m. Adrian PSD
- 08/11/21 3:00 p.m. Tennerton PSD
- 08/12/21 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 08/12/21 7:30 p.m. Buckhannon VFD
- 08/09/21 4:00 p.m. Buckhannon Upshur Airport Authority
- 08/19/21 6:30 p.m. Upshur County Youth Camp Board
- 08/08/21 6:00 p.m. Washington District VFD
- 08/16/21 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 08/18/21 4:00 p.m. Upshur County Public Library Board
- 08/20/21 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 08/24/21 6:30 p.m. Upshur County Fire Board, Inc.
- 08/24/21 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 08/11/21 7:00 p.m. Ellamore VFD
- 08/18/21 12:00 p.m. Lewis Upshur LEPC
- 09/16/21 6:00 p.m. Upshur County Farmland Protection Board
- 08/23/21 7:00 p.m. Upshur County Fire Fighters Association
- 08/11/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 08/25/21 10:00 a.m. James W. Curry Advisory Board

7. Appointments Needed or Upcoming:

- Buckhannon-Upshur Airport Authority (unexpired term -- 6/30/2021) – City Representative
- Upshur County Fire Board (7/1/2021-6/30/2024) – Fire Association Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – City Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – City Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – BOE Representative
- Upshur County Farmland Protection Board (7/1/21-6/30/25) – County resident
- Upshur County Farmland Protection Board (7/1/21-6/30/25) – Farm Bureau Representative
- Corridor H Authority (7/1/21-6/30/25)
- Upshur County Enhanced Emergency Telephone Advisory Board (7/1/21-6/30/24) – Fire Association

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or trperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

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

1. Approval and signature of a Software License and Implementation Agreement between Central Square Technologies LLC and the Upshur County 911 Communications Center for the license of an integrated Computer System on a subscription basis consisting of a 911 system and any additional applications described in the Agreement and the Addenda. The total amount of this contract is one hundred fifty-three thousand two hundred twenty-three dollars and twenty-four cents (\$153,223.24). (tabled 7/15/21)
2. Approval and signature of a CentralSquare 911 Support Agreement between Central Square Technologies LLC and the Upshur County 911 Communications Center for annual maintenance services and support. The annual Maintenance and Support Fee for year 1 will be nineteen thousand two hundred fifty-six dollars and seventy-five cents (\$19,256.75). (tabled 7/15/21)

Next Regular Meeting of the Upshur County Commission
August 12, 2021 --- 9:00 a.m.
Upshur County Courthouse Annex

The Upshur County Commission Meeting scheduled for August 5, 2021, has been CANCELLED

6/9/2021

Request for Project Proposal Addition to the Upshur County Commission AgendaWeek of June 13th, 2021

This proposal was created by the Youth Environmental Club (YEC) of Buckhannon-Upshur High School. The club is a student-led initiative aimed at protecting and maintaining the environment of Buckhannon and Upshur County.

Overview

The Youth Environmental Club wishes to request authorization and funding, if applicable, for the clearing and subsequent renovation of an abandoned concrete lot behind B-UHS. The area of interest is located behind the Fred Crites Memorial Football Field's scoreboards, adjacent to the park and walking trails (pictures have been attached showcasing the location in more detail). The space is a hazard for citizens walking beside the area following the walking trails. Additionally, the moss and uprooted concrete diminishes the aesthetic of the scenic walking trails which highlight Buckhannon's natural beauty. The YEC wishes to renew this space by creating a multipurpose area for community and school use.

Pictures

6/9/2021



6/9/2021

Specific Tasks Necessary for Project Completion

To clear this abandoned area, uprooted concrete pieces would need to be removed. Further, the lot would need to be swept to clear the natural contaminants, such as grass, soil, and sticks. A set of stairs/a ramp would need to be added to ensure safe passage of all guests into the lot. Ground paint and fencing are supplement tasks that could be completed later. All volunteers and laborers needed for this project would be supplied by the Youth Environmental Club and B-UHS.

Funding

The YEC requests funding in the case that supplies needed for the staircase and ramp could not be provided by B-UHS or a third party for free. Depending on the city's interest in the extent of renovation, supplies for a fence and ground paint (for sports markings, such as a four-square court) would also need to be funded if otherwise unsupplied.

Future Benefits/Implications

The cleaned and renovated lot area would provide a space for multipurpose community use. Ideas formulated by the YEC for this area's future uses include sports recreation, photograph opportunities, and theater-like events (outdoor movie showings, plays, speeches, etc.). This would attract more guests to B-UHS and allow for increased revenue of clubs and sports groups through a more opportune area for fundraiser use. Ultimately, this project benefits the community and the YEC in terms of safety, attractivity, satisfaction with amenities, and future monetary endeavors.

This form was drafted by Ty Landis, President and Founder of the Youth Environmental Club and liaison for city-club communication. He may be contacted at (304)-940-2993.

LEWIS UPSHUR

Animal Control Facility

Hours of Operation

Monday – Friday 10:00 a.m. to 2:30 p.m.

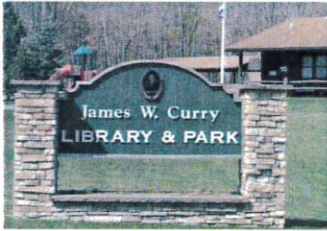
Saturday 10:00 a.m. to noon

1st Sunday of the month 10 a.m. to 1 p.m. (temporary trial basis)

After hour appointments are available upon request

The facility recognizes the same holidays as the Upshur County Courthouse

318 Mud Lick Rd.
Buckhannon, WV 26201
Phone (304) 472-3865



James W. Curry Public Library

1721 Brooks Hill Road
French Creek, WV 26118
Phone: 304-924-5724

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

7/19/2021

Dear County Commissioners:

I respectfully request approval of the expenditure of \$175.00 (one hundred seventy five dollars and no cents) payable to Skateland, 240 S. Kanawha Street, Buckhannon, WV 26201 for rink rental on August 10th, 2021 from 7:00 – 9:00 pm. This is the grand finale event for our “Tails and Tales” 2021 Summer Reading Program for all participants who have completed their reading logs, up to 50 skaters (rink stipulation).

This event has become a sort of tradition that our families look forward to and have expressed the desire to continue. We will be well under the current COVID-19 group guidelines and our families have indicated they are comfortable having this event this year. Thank you for your consideration.

Sincerely,

Judith L. Williams

Director, James W. Curry Public Library

**West Virginia Department of Transportation
Division of Highways
Right-of-way Encroachment Permit Application**

Form MM-109
Rev. 01-29-2021

PERMIT NO. _____

PERMIT TO ENTER UPON, UNDER, OVER OR ACROSS THE STATE ROADS OF THE STATE OF WEST VIRGINIA.

THIS PERMIT, Made this _____ day of _____ 20 _____, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation hereinafter called DIVISION and the Upshur County Commission

Address: 91 West Main Street, Ste 101, Buckhannon, WV 26201 Phone No: 304-472-0535
hereinafter called APPLICANT.

WITNESSETH

In consideration of the hereinafter set out covenants and in accordance with W. Va. Code §17-2E-1 *et seq.*, §17-4-8, §17-16-6, §17-16-9, §31H-1-1 *et seq.*, federal law, and the rules, policies, guidelines, manuals, and federal regulations promulgated thereunder, APPLICANT does hereby apply to enter

Route Type & No. Cty Rte 10/10 - Yokum Rd. DOH Project No. _____ (if applicable);

at the intersection of Yokum Rd & Boy Scout Camp Rd under US HWY 33 Mile Post _____

in Upshur County, for the purposes hereinafter set forth and in accordance with the

plans and specifications which are attached hereto and made a part hereof: The Commission requests permission to place additional gravel at this site & extend to the Middlefork River entry allowing easier access to the river. In addition, the Commission would like to install a kiosk with a sign of the river access points in Upshur Co. similar to the ones installed at other launch locations.

APPLICANT further agrees to accept the conditions hereinafter set forth:

1. APPLICANT shall deposit with DIVISION the sum of \$ 0 in the form of an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the granting of this permit, including any expense incurred in restoring said highway to its original condition or the proper repair of any and all damages that may result within one (1) year from the date of the completion of said work.
2. APPLICANT agrees to reimburse DIVISION for inspection costs as follows: N/A
 - ☐ A. For any inspection costs incurred under this permit.
 - ☐ B. At \$ _____ per linear foot for _____ feet of water line installed under this permit
 - ☐ C. At \$ _____ per linear foot for _____ feet of sewer line installed under this permit
3. APPLICANT shall notify DIVISION at least 48 hours in advance of the date the work will begin. Failure to comply will be cause for cancellation of this permit.
4. APPLICANT agrees to protect its employees, equipment and users of the highway at all times in accordance with the current Division of Highways manual "Traffic Control For Street and Highway Construction and Maintenance Operations".
5. APPLICANT agrees to comply with all applicable state and federal laws in the performance of work under this permit.

6. Supplementary conditions cited below are understood and agreed to be a part hereof.
7. The work authorized under this permit shall be completed on or before (Date): **December 31, 2021**
8. APPLICANT, by signing below, hereby warrants and represents that, to the extent its entrance onto DOH right of way involves or affects any other entity's property, real or personal, on or within DOH right of way, that APPLICANT has full legal authorization or the legal right to do so. To the fullest extent permitted by law, APPLICANT agrees to defend, indemnify and hold harmless DIVISION for damage to any persons or property arising from APPLICANT'S breach of this representation and warranty.

I attest that I have not modified the terms of this document. All attachments are inclusive to this permit.

Recommended by DOH Reviewer:

Applicant

Signature: _____

Title: _____

Title: **Upshur Co. Commission President**

BOND REQUIREMENT:

BOND _____/DATE _____

APPROVED: _____

Attached ☐ On File ☐

INSPECTION: Owner/Consultant ☐

Title: _____

Full Time ☐ Part Time ☐

West Virginia Division of Highways

Periodic ☐ Reimbursable ☐ No Cost ☐

AUTHORIZATION _____

PERMIT _____

SUPPLEMENTARY CONDITIONS

1. The person, firm or corporation to whom a permit is issued agrees to hold the State of West Virginia and DIVISION harmless on account of any damages to persons or property which may arise during the process of the work authorized by this permit or by reason thereof.
2. Applications for permission to perform work within highway rights of way shall be made on DIVISION'S standard permit form and shall be signed by the authorized representative of the person, firm or corporation applying.
3. The APPLICANT shall give detailed information concerning the work to be performed and the application must include a sketch sufficient to show the nature of the work performed.
4. APPLICANT, his agents, successor, heirs or assigns, contractors or any other person, firm or corporation working under APPLICANT'S real or apparent authority, shall perform the work in a manner satisfactory to DIVISION. Damage to the road resulting at any time from work authorized under this permit shall be repaired by APPLICANT. Unsatisfactory repairs may be corrected by DIVISION or its authorized agent and the cost thereof paid by APPLICANT.
5. DIVISION assumes no liability for damage to the proposed work by reason of construction or maintenance work on the road.
6. This permit is granted subject to removal of the authorized installation by APPLICANT at no cost to DIVISION when required for improvement of the road, and subject to all regulations now or hereafter adopted by DIVISION.
7. Utility installation shall be in accordance with the current manual, "Accommodation of Utilities on Highway Right of Way".
8. Driveways shall be in accordance with the current manual, "Rules and Regulations for Constructing Driveways on State Highway Rights-of-Way."
9. DIVISION reserves the right to cancel this permit at any time, should APPLICANT fail to comply with the terms and conditions under which it is granted.
10. This permit is granted only insofar as the DIVISION has a right to do so.





Section 3 Summary Report

Economic Opportunities for Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
Upshur County Commission 91 W. Main St, Suite 101 Buckhannon, WV 26201	16SCBG0008	\$ 1,500,000.00
	4. Contact Person	5. Phone: (Include area code)
	Shane Whitehair	(304) 472-6564
	6. Length of Grant:	7. Reporting Period:
	12/13/16-06/30/21	07/01/2020 - 06/30/2021
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:
07/31/2021	8	CDBG State Administered

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals	0	0	0	0	0
Technicians	0	0	0	0	0
Office/Clerical	0	0	0	0	0
Construction by Trade (List Trade)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total	0	0		0	0

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811

3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization

4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement

8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$ 0.00
B. Total dollar amount of contracts awarded to Section 3 businesses	\$ 0.00
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	
D. Total number of Section 3 businesses receiving contracts	0

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$ 19,433.00
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$ 0.00
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0.0 %
D. Total number of Section 3 businesses receiving non-construction contracts	0

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☒ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☒ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☒ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☒ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☒ Other; describe below.

DBE direct contact and section 3 self-certification surveys for employees.
Targeted job postings to HUD affordable housing units.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name.
1. Recipient: Enter the name and address of the recipient submitting this report.
 2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
 3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
 - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
 6. Reporting Period: Indicate the time period (months and year) this report covers.
 7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities**Block 1: Construction Contracts**

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

COMPLIANCE with the FAIR HOUSING ACT
ANNUAL REPORTING FORM
For the Period July 1, 2020 to June 30, 2021

Grantee: Upshur County Commission	Project Number: 16SCBG0008
Project Name: Elkins Road PSD, Phase III Water System Improvement Project	
Reporting Period: July 1, 2020-June 30, 2021	

Grantees are required by Title I Certifications not to discriminate in the provision of housing and not to discriminate in CDBG-Small Cities and NSP activities that provide housing, housing services, or housing-related facilities. Grantees are required to administer housing and community development programs in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. HUD and the State of West Virginia have a mandate to carry out all programs in a manner to affirmatively further fair housing.

1. List the actions taken to affirmatively further fair housing. (attach all documentation)

1. Declared April as Fair Housing Month by adopting the attached resolution.
2. Published ads promoting April as Fair Housing Month.
3. Utilized the equal housing logo in all general publications, ads and communications.
4. Displayed posters found on the HUD website.

2. Identify any fair housing complaints received this reporting period and indicate the disposition of any complaints.

No fair housing complaints were reported or known.

Questions regarding Compliance with the Fair Housing Act or Fair Housing activities may be directed to Ryan Halsey at (304)352-3988 or by email at Ryan.J.Halsey@wv.gov.



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

FAIR HOUSING RESOLUTION

Whereas, the Upshur County Commission desires to give meaning to the guarantees of equal rights contained in the Constitution and laws of this State and the United States, and to encourage and bring about mutual self-respect and understanding among all citizens and groups in Upshur County; and,

Whereas, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, sex, or national origin; and,

Whereas, under the West Virginia State Fair Housing Law, Title 49-2-305, MCA, it is illegal to deny housing to any person because of race, sex, religion, color, age, physical or mental handicap or national origin;

Therefore, be it resolved the Upshur County Commission in West Virginia makes a firm commitment to do all within its power to eliminate prejudice, intolerance, disorder and discrimination in housing.

Therefore, be it also resolved that a Fair Housing Law poster, which has the "Equal Housing Opportunity" logo, will be displayed at the Upshur County Courthouse.

Therefore, be it also resolved that the following procedures will be used to accomplish the purpose of the aforementioned resolution:

1. The Upshur County Commission shall inform all County employees of the County's commitment to fair housing.
2. The Upshur County Commission will post this resolution in County buildings and other public places and publicize it.
3. The Upshur County Commission shall direct all employees to forward immediately to the Commission President any reports they receive of housing discrimination.
4. The President of the Commission shall forward such complaints to the West Virginia Human Rights Commission, 1321 Plaza East, Room 108A, Charleston, West Virginia, 25301-1400, within 10 days of receipt of said complaint.

Now, therefore it be resolved that the Upshur County Commission does hereby proclaim April 2021 as Fair Housing Month.

Kristie G. Tenney
Kristie G. Tenney, Commission President

April 28, 21
Date



B. PROGRAM INCOME REPORT

For the Period of July 1, 2020 to June 30, 2021

Program Income is defined as gross income received by the state, a general unit of local government or a subrecipient of a general unit of local government that was generated from the use of CDBG and NSP funds.

I. GENERAL INFORMATION

A. Grantee: Upshur County Commission
 B. Grant #: _____
 C. Project #: 16WCBG0008

II. REVOLVING LOAN FUND LOAN STATUS

A. Are all loan repayments current:
 Yes N/A No _____
 If "NO", attach an explanation which identified the number of days delinquent or if the business has defaulted on the loan.

B. Revolving Loan Fund

1) Beginning Balance (Grant Award) \$ _____

2) Receipts This Period

a) Loan Repayments	\$ _____
b) Interest Earned	\$ _____
c) Other Explanation	\$ _____
d) Total Receipts	\$ <u>0</u>

3) Balance Available \$ 0

4) Obligations This Period

a) Admin/Delivery Cost	\$ _____
b) Loans	\$ _____
c) Total Obligations	\$ <u>0</u>

5) Ending Balance \$ N/A

C. FINANCIAL INSTITUTION(S)

Name: N/A
 Address: _____
 Account #: _____

III. OTHER PROGRAM INCOME ACTIVITIES: Please attach a detailed description of Program Income sources (See 570.489 (e))

1) Beginning Balance (Grant Award)	\$ _____
2) Receipts This Period	\$ _____
3) Expenditures This Period	\$ _____
4) Ending Balance	\$ _____

Total \$ N/A

IV. GRANTEE CONTACT PERSON:

Name: Shane Whitehair
 Address: PO Box 849, Buckhannon, WV 26201
 Telephone: (304) 472-6564

V. CERTIFICATION:

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE INFORMATION CONTAINED IN THIS REPORT IS TRUE AND CORRECT.

 Signature of Chief Elected Official

Kristie G. Tenney
 Typed Name

Commission President
 Title

Date: July 29, 2021



PROPOSAL FOR FINANCING

DATE: July 19, 2021

Country Roads Leasing, LLC is pleased to present the following tax-exempt lease-purchase financing to the Upshur County Commission for the acquisition of:

One (1) 2021 Dodge Charger

ACQUISITION COST: \$28,411.00

TERM: 4 Years

PAYMENT MODE:

✓ Annual

✓ Advance

INTEREST RATE: 3.10 %

PAYMENT: \$7,705.89

The above quotation is subject to credit review, approval and execution of mutually acceptable documentation, including legal counsel's opinion that the purchase is legal, binding and qualified as a tax-exempt debt, if necessary. *All additional costs relating to the completion and recordation of this transaction are included in the above quoted payment.*

This quotation does not obligate COUNTRY ROADS LEASING, LLC or any of its funding sources, until all requirements and obligations have been met. In order to process this quote on a timely basis, three (3) years audited financial statements; current budget and a completed lease application must be submitted. No funding will be released until compliance. The above quoted rate is valid for a period of twenty (20) days from the day hereof, thereafter said rate may be subject to change.

QUOTED BY:

Jeffrey W. Small
Jeffrey Small

ACCEPTED BY:

Signature

Title

**Costs related to the completion and recordation of this transaction are subject to a minimum three percent (3%) service fee that is rolled into the lease proceeds.



RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the members of the Upshur County Commission ("Lessee") have determined that a true and very real need exists for the equipment (the "Equipment") described in the Master Equipment Lease-Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. BEST INTERESTS OF LESSEE. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. AUTHORIZATION. The Agreement is hereby approved. The President of Lessee and other officers of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The President or County Clerk of the Lessee and any other officers of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATION. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

SUPREME COURT OF APPEALS
STATE OF WEST VIRGINIA
ADMINISTRATIVE OFFICE

JOSEPH ARMSTRONG
ADMINISTRATIVE DIRECTOR
PHONE: 304-558-0145
FAX: 304-558-1212



BUILDING 1, ROOM E-100
1900 KANAWHA BOULEVARD, E.
CHARLESTON, WV 25305-0145
WWW.COURTSWV.GOV

July 14, 2021

The Honorable Kristie Tenney
President
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, West Virginia 26201

Dear Commissioner Tenney:

I am pleased to inform you that the Court Security Board has approved a Court Security Fund Grant to the Upshur County Commission in the amount of \$14,320.00 for the purpose of enhancing the county's court security.

The West Virginia Division of Administrative Services, Justice and Community Services, the administrative agency for the Court Security Fund Grant Program, will be in contact with the Project Director concerning grant administration.

We share a common goal of protecting our citizens and communities against the threat of crime and violence. Your participation in this project is a positive step towards achieving that goal.

Please contact me if I can be of further assistance.

Sincerely,

Joseph Armstrong
Chairperson
West Virginia Court Security Board

JA: RMM/bnm
c: Ms. Tabatha Perry



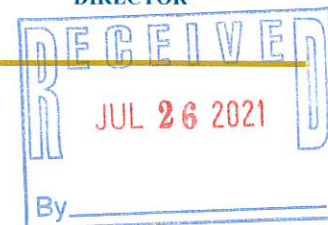
State of West Virginia
Department of Homeland Security
Division of Administrative Services
Justice and Community Services



JEFF S. SANDY, CFE, CAMS
 CABINET SECRETARY

1124 Smith Street, Suite 3100
Charleston, WV 25301
(304) 558-8814

MICHAEL V. COLEMAN
 DIRECTOR



July 20, 2021

The Honorable Kristie Tenney
 President
 Upshur County Commission
 91 West Main Street, Suite 101
 Buckhannon, WV 26201

Re: Approved Funding – \$14,320.00
 Court Security Fund (CSF)
 Project Number: 21-CS-07

Dear Commissioner Tenney:

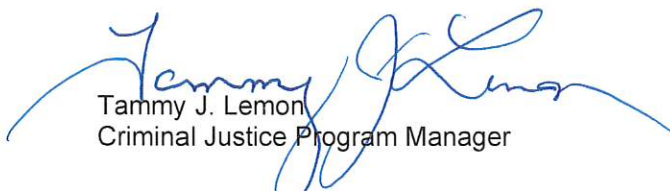
Congratulations on your recent award for a Court Security Fund Grant Award. Enclosed you will find:

- Contract
- Sample Resolution
- Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- EEOC Certification – Two (2) forms – one completed form to the Office for Civil Rights and one completed form returned to the Division of Justice and Community Services
- Standard Conditions and Assurances

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by August 20, 2021.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Ext. 22415, or via email at Tammy.J.Lemon@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,


 Tammy J. Lemon
 Criminal Justice Program Manager

TJL/BNM

C: Tabatha Perry
 Grant File (*all attachments*)



GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND
Upshur County Commission
21-CS-07

This **AGREEMENT**, entered into this **20th Day of July 2021** by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the **Upshur County Commission**, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of a Court Security Fund grant from the State of West Virginia, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds. **The funds will be used to upgrade the court security in Upshur County.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will not commence its duties under the Agreement on **July 1, 2021** and shall continue those services/activities until **June 30, 2022**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$14,320.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee **will not** receive an upfront scheduled allocation of funds.
8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.

14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**

Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

Kristie Tenney, President
Upshur County Commission

Joseph C. Thornton, Deputy Director
Justice and Community Services Section

RESOLUTION

The **County Commission** of **Upshur County** met on _____ (date) with a quorum present and passed the following resolution.

Be it resolved that the **County Commission** hereby authorizes **Kristie Tenney**, **President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Court Security Fund grant program.

Signed: _____

County Clerk



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(c) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title	Signature	Date
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Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
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INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019
Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
2. **LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes 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 if applicable.
3. **RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
4. **COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by

letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
 - Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.
7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
 - Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.

8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other

documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

36. **COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
37. **USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
 - a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
38. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
39. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
40. **VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

have in place a mechanism ensuring that veterans are given consideration in the hiring process.

41. **IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
42. **POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
43. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

**WEST VIRGINIA
DIVISION OF ADMINISTRATIVE SERVICES /
JUSTICE & COMMUNITY SERVICES**

**COURT SECURITY FUND (CSF)
SPECIAL CONDITIONS AND ASSURANCES**

1 SUFFICIENT MANPOWER:

It is **required** of the applicant to have a resolution by the County Commission stating that sufficient manpower will be used to operate and manage all equipment and other items requested.

2 USE OF EQUIPMENT:

If any grant purchased equipment is not being utilized, then Grantee will be liable for the cost of said equipment and shall be required to reimburse the Court Security Board for all costs.

3 X-RAY Scanner

It is required of the applicant that in order to use approved Court Security Grant funds to purchase an X-Ray Scanner, the courthouse must be a secured facility. In addition, the X-Ray Scanner must be operated full-time. The facilities that have metal detectors are required to operate them in conjunction with the X-Ray Scanner. Failure to agree and comply with the above conditions will void the approval to purchase the X-Ray Scanner with Court Security Grant funds.

4 SILENT ALARM:

It is required of the applicant that in order to use approved Court Security Grant funds to purchase Hand Held Metal Detectors the metal detectors must be the "**Silent Alarm**" type that **vibrate**. Failure to agree and comply with the above condition will void the approval to purchase the Hand Held Metal Detectors with Court Security Grant Funds.

I certify that I have read the entire Standard and Special conditions and assurances of this grant program and agree to comply with these requirements.

(Original) Authorized Official Signature

Notice of Purchase**E-911 Integrated Computer System and Support Agreement – Telephone System Replacement**

The Office of the Upshur County Commission hereby provides notice to the public for the above referenced purchase located in Buckhannon, Upshur County, West Virginia.

This purchase is being considered without a Request for Proposals pursuant to the following exception within the County Commission's Internal Purchasing Policy: "The County Commission may waive the requirement to advertise when a vendor is considered to be the sole source for the item being purchased, when it is determined to be in the best interest of the County, or when professional, technical, or specialized services are being acquired under an agreement."

Documents supporting this purchase are available for public inspection Monday – Friday between the hours of 8:00 am and 4:00 pm at the Office of the Upshur County Commission located within the Upshur County Administrative Annex, 91 W. Main St., Suite 101, Buckhannon, WV 26201.

This purchase will be considered by the Upshur County Commission during their regular scheduled meeting on Thursday, August 26, 2021. Meetings are held in the Upshur County Courthouse Annex, 38 W. Main St., Room 301, Buckhannon, WV 26201 and are open to the public.

Publish 8/3/21, 8/10/21

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into effective as of July 1, 2021 by and between USI Insurance Services LLC ("Consultant") located at One Hillcrest Drive, East, Suite 300, Charleston, WV, 25311 and Upshur County Commission, 91 W. Main Street, Suite 101, Buckhannon, WV, 26201 ("Company") with respect to consulting services, described in the attached Exhibit A, to be provided by Consultant.

1. The term of this Agreement will be for a period of 12 months (unless earlier terminated as described below) beginning July 1, 2021 and ending June 30, 2022 (the "Term"). Upon expiration of the Term, this Agreement may be renewed upon the written agreement of both parties hereunder.

2. As payment for the provision of the Consulting Services, during the Term of this Agreement, the Company will pay to the Consultant a fee of \$5,000.00 quarterly ("Consulting Fee"). The Consulting Fee shall be invoiced and payable upon receipt by the Company. The Consultant's invoice shall include a summary description of the Consulting Services rendered and such other information as may be reasonably requested by Company.

3. Nothing under this Agreement shall be construed as creating any partnership, joint venture or agency between the Company and the Consultant. The Consultant shall act solely as an independent contractor and, as such, is not authorized to bind the Company to third parties. Neither federal, state, nor local taxes of any kind shall be withheld or paid by the Company on behalf of the Consultant in connection with payments made by the Company under Section 2 hereof. The Consultant shall be responsible for determining the amounts of and making all such payments. Consultant shall be solely responsible for all expenses incurred related to the performance of the Consulting Services. The Consultant shall indemnify, defend and hold the Company, its officers, directors, agents, employees, contractors and shareholders harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) arising out of or relating to the foregoing responsibility of the Consultant.

4. This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party; provided, however, that either party may terminate this Agreement immediately for "cause" upon written notice to the other party. Any such termination of this Agreement shall be effective on the date specified in the notice. Any written notice of intent to terminate the Agreement shall comply with Section 7 hereof. For purposes of the Agreement, "cause" shall mean: (i) commission by Consultant of a willful and material act of dishonesty in the course of Consultant performing the Consulting Services hereunder, (ii) Consultant's personal, willful and continuing misconduct or refusal to perform the Consulting Services; (iii) material non-compliance by Consultant or the Company with the terms of this Agreement. The obligations of Consultant under Section 5 of this Agreement shall survive

termination of this Agreement, and shall remain in effect in accordance with the terms of said Sections.

5. The parties acknowledge that information made available by Consultant and the Company to each other and any individual or entity employed or retained by Consultant or Company, prior to or during the term of this Agreement, concerning or relating to the operation of the parties' business is confidential. The Consultant and Company agree that such information shall be treated as confidential and used only for the advancement of the interests of the parties, and shall not be disclosed or used without prior written consent. The parties further agree to return all material containing such confidential information whenever requested to do so. The foregoing shall not apply to any information that is in the public domain other than by reason of wrongful disclosure by Consultant or Company. Consultant agrees not to disclose or make reference to the subject matter of this Agreement in any marketing or advertising materials without the consent of the Company. This confidentiality provision shall survive termination and expiration of this Agreement.

6. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid, legal and enforceable to the fullest extent permissible.

7. All notices and other communications hereunder shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested, or postage prepaid or personally delivered (including delivery by overnight couriers such as Federal Express), addressed as follows:

If to the Consultant:

USI INSURANCE SERVICES LLC
200 Summit Lake Drive
Suite 350
Valhalla, New York 10595
Attention: General Counsel

If to the Consultant:

USI INSURANCE SERVICES LLC
One Hillcrest Drive East, Suite 300
Charleston, WV 25311
Attention: Cheryl Kelly

Each party hereto may designate in writing a new address to which any notice or other communication may thereafter be so given, served or sent. Each notice or other communication that shall be mailed in the manner described above shall be deemed sufficiently

given, served, sent or received for all purposes at such time as it is delivered to the addressee or at such time as delivery is refused by the addressee upon presentation.

8. The parties may not assign any rights and obligations under this Agreement to any other person, entity, or successor in interest, whether by merger, acquisition, reorganization or otherwise without the written consent of the other party.

9. This Agreement is to be executed and performed in the state of the USI office that is a signatory to this Agreement, and shall be construed in accordance with the laws of such State.

10. This Agreement sets forth the entire understanding of the parties hereto relating to the retention of the Consultant by the Company, and all other previous or contemporaneous understandings or agreements, whether written or oral, are hereby superseded. None of the terms or provisions hereof shall be modified or waived, and this Agreement may not be amended or terminated, except by a written instrument signed by the party against which modification, waiver, amendment or termination is to be enforced. No waiver of any one provision shall be construed as a waiver of any other provision and the fact that an obligation is waived for a period of time shall not be considered to be a continuous waiver.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

USI INSURANCE SERVICES LLC

Effective Date: July 1, 2021

By: _____

Name: _____

Title: _____

Date: _____

UPSHUR COUNTY COMMISSION

By: _____

Name: Kristie G. Tenney

Title: Commission President

Date: July 29, 2021

Exhibit A

The Consulting Services shall consist of the following services:

I. Ongoing Routine Assistance

USI will assign an Account Manager/Consultant to your organization that will be responsible for managing your benefits program. This individual will coordinate the activities of the entire USI “team” to ensure that all aspects of your benefit program are handled both efficiently and effectively.

The Account Manager/Consultant is also available to provide advice on an as-needed basis. Often, such assistance involves answering questions related to plan design, claims administration, COBRA administration, coverage issues, and other matters that inevitably arise in the day-to-day administration of a benefit program.

The Account Manager/Consultant can also provide access to other USI divisions that may be able to provide supplemental services for your needs, e.g. wealth management, retirement plan and 401K administration, and property/casualty insurance.

II. Objective Setting and Review of Benefit Program

Setting objectives is critical to the success of any benefit program. We will help you develop organizational goals and objectives which need to be achieved through your benefit programs. In addition, we will continue to review your current plan design and recommend alternatives which will help manage costs while at the same time maintain a competitive comprehensive benefit program.

III. Provide Expert Advice on Legislative and Regulatory Issues Affecting Benefit Plans

USI often provides summaries to clients of developments affecting the administration, design and funding of employee benefit programs - whether those developments are legislative, regulatory, competitive, or demographic. In addition, you will receive a variety of special publications to keep you up to date on benefits issues.

IV. Prepare Loss Experience Reports

Depending upon the size of the group insured, and the availability of data, we may supply you with reports which interpret carrier claim reports on a regular basis. This will enable you to prepare for future budgeting requirements.

V. Negotiate Insurance Carrier Renewals

This activity will cover “pre-renewal” meetings and forecasting, rate renewals and analysis of financial accounting for your various coverages. We typically perform an annual detailed analysis of factors such as:

- A. Administration components;
- B. Reconciling premium and claims;
- C. Calculating incurred but not reported claim liabilities (IBNR);
- D. Determining the adequacy of specific stop loss levels; and
- E. Projecting future premium rates and claims.

VI. Analyze Claim Utilization Data

Typically, insurance companies provide claim utilization data on an annual basis. If available to us, we analyze this data in order to identify trends specific to your group. The analysis usually includes a discussion of the following; however, the actual report will depend on the data provided by the carrier:

- A. Inpatient vs. outpatient usage
- B. Benefits paid by provider
- C. Benefits paid by diagnostic code
- D. Demographic trends
- E. Prescription drug utilization
- F. Network utilization

Conclusions and recommendations will be presented to assist you in planning for the future.

VII. Competitive Marketing & Analysis

Working with you, we can survey the marketplace in order to:

- A. Price various plan design changes;
- B. Obtain the cost of new products and services, e.g. managed care, utilization review services, EAPs, long term care, etc.;
- C. Ensure that you are accessing the most competitive program which is consistent with your employee benefit philosophy and financial objectives; and
- D. Assess network(s) and provide disruption analysis.

The marketing could include reviewing various funding options, the cost differentials for available benefit enhancements, and the viability of fully pooled contracts.

A complete competitive analysis would be presented to you, which would include a cost and

benefit comparison.

VIII. Implementation of New Products and Services

In the event of implementation of plan design changes or new benefit program, your Account Manager/Consultant is available to assist with the following:

- A. USI can prepare sample employee communications for your use in announcing changes;
- B. USI would be present at employee meetings upon request, including “Train the Trainer” sessions, where applicable; and
- C. USI would act as a facilitator in meetings between the vendor and you to develop a plan of action regarding target dates and implementation of a new plan. Issues discussed usually include:
 - 1. Account structure
 - 2. Systems installation
 - 3. Enrollment kits
 - 4. Contract & booklet development
 - 5. Administrative supplies
 - 6. Employee identification cards




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

Dear Commission Members,

The Upshur County Youth Livestock Association will be holding their annual livestock show and sale on August 7, 2021. We are seeking donations to assist with prizes for the quiz bowl.

We would like to request pool passes for next summer to help with our fundraising effort.

Thank you,



Tasha Harris
WVU Extension Agent

2021 Show Schedule

Thursday, August 5th

Market Animal

Registration and Weigh-In

> 4:00 pm - 6:00 pm

Rabbit, Poultry, and Honey Show

> Begins at 6:30 pm

Friday, August 6th

Market Lamb and Goat Show

> Begins at 6:30 pm

Saturday, August 7th

Market Hog and Steer Show

> Begins at 8:00 am

Overall Showmanship

> To follow Steer Show

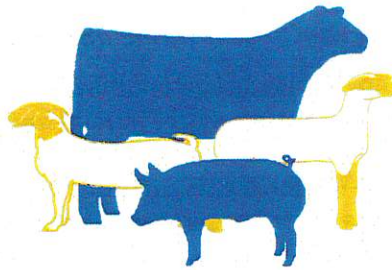
Catered Buyers Reception

> Begins at 4:30 pm

~ Pulled pork, Pulled lamb, Baked

Beans, Cole Slaw, Potato salad, and
Texas squash casserole.

*Market Animal Sale at
6:30 pm*



For More Information

Contact:

WVU Extension Office

Tasha Harris & Craig Presar

~WVU Extension Agents

304-473-4208

91 W Main St Suite 102,

Buckhannon, WV 26201

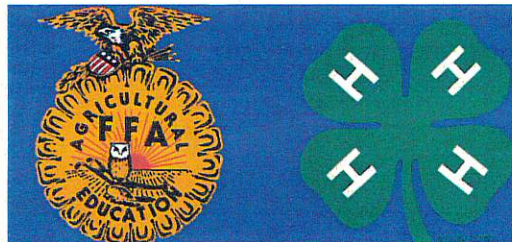
Or

Joe Hymes & Allyson Lewis,

~FFA Advisors

jhymes@k12.wv.us

aelewis@k12.wv.us



*You are
Cordially Invited
to
Upshur County
Youth Livestock
Buyers
Reception
and
Market Animal
Sale*

*During the Upshur County
Livestock Show
August 5th - August 7th, 2021*



Market Hog

Mya Bennett, McKinley Jo Bonnett, Aiden Dowell, Makenzie Egress, Kari Gay, Isaac Kimble, Kassidy Kimble, Laikelyn Leggett, Nicholas Munro, Katie Nolan, Grace Queen, Maggie Queen, Drahden Rice, Haylee Rice, Emily Russell, Cory Seech, Amberly Ward, Ivy Ward, Jacob White, Madalyn Winans

Market Lamb

Emily Evans, Kaitlyn Evans, George Hamner, Kathryn Hamner, Kassidy Kimble, Laikelyn Leggett, Nicholas Munro, Grace Queen, Maggie Queen, Haylee Rice, Ivy Ward

Market Goat

Makenzie Egress, Kaitlyn Evans, Laikelyn Leggett, Nicholas Munro, Grace Queen, Maggie Queen, Drahden Rice, Haylee Rice, Emily Russell, Tyler Sandreth, Ivy Ward, Jacob White

Market Steer

McKinley Jo Bonnett, Rachel Howard, Trapper Samples, Amberly Ward, Ivy Ward

Market Rabbits

Eli DeGarmo, Aiden Dowell, Makenzie Egress, Lindsey Hamner, Katie Nolan, Madison Reed, Savannah Reed, Cierra Wamsley, Landen Wolfe

Poultry

Mya Bennett, McKinley Jo Bonnett, Eli DeGarmo, Makenzie Egress, Kari Gay, Bryan Howes, Jonathan Howes, Katelyn Howes, Isaac Kimble, Ella Moss, Nicholas Munro, Raya Myers, Madison Reed, Savannah Reed, Drahden Rice, Haylee Rice, Emily Russell, Cierra Wamsley, Morgan Wamsley

Honey

Drahden Rice, Haylee Rice, Emily Russell, Morgan Wamsley

Frequently Asked Questions

What if I can't use a whole animal?

A group of friends can pool their resources to buy an entire animal and have plenty of meat in the freezer all year round. We offer the opportunity to purchase 1/2 a steer in combination with another business/individual. For more information contact the Upshur County Extension Office.

How do I get it processed?

The Upshur County Youth Livestock Association will transport animals to the processor of your choice within 50 mile radius of the Livestock Barn. At that point, you can select how you would like the product cut and packaged.

How do I purchase an animal?

Anyone can purchase an animal at the Livestock Sale, which is a live auction. If you would like someone to bid for you please contact the Upshur County Extension Agent, Tasha Harris at 304-473-4208

How much freezer space will an animal take up and what can I expect to spend in processing?

Freezer space required for frozen meat can vary from 35-50 pounds per cubic foot, depending on how it is wrapped, amount of bone, and the shape of the cut. Processing costs range from \$0.34 per pound and up, depending on the animal, packaging, and processor.

Buyers of the 2020 Livestock Show and Sale

Several of the 2020 buyers bought from more than one student- Thank you!!

Ivy Ward, Mike Ross, Bobby Gompers, Buckhannon Southern States, Dominion, K&L Builders, Citizens Bank, Wendlings, Swisher Feed, Sams Pizza, Syrews, Craig Presar, Buckhannon Family Dental, Nolte Properties, Dr. Jessica Harvey, Ralph's Furniture, Foster Feed, Travis Hoover, Hamner Farms, AFP, Mt. Pride Farms, Starkey Farms, Jenkins Ford, Harris Livestock, C&C Cattle Co., Arch Coal-Leer South, Evelyn Post, Lackney Enterprise, Hodgesville Mini Mart, Performance Motors, Buckhannon Shop N Save, Social Bar & Grill, Shreves Drywall, Jenkins Subaru, Foxes Pizza, Twisted C Whitetails, Dr. Kendra Page, Black & White Cattle Co., Holsey Horns & Halos

Average cost to youth raising a Market Show Animal

Hog - \$650.00	Lamb - \$600.00
Goat - \$500.00	Steer - \$2750.00

***Price could increase due to feed costs increasing!*

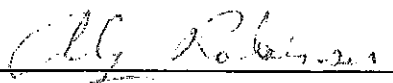
Date: July 15, 2021
To: The Upshur County Farmland Protection Board
From: Arley Robinson
Re: Letter of Interest to serve as Board Member

Please be informed that I am interested in serving as a Board Member on the Upshur County Farmland Protection Board.

I understand that there is a monthly commitment for meetings and various other duties could be involved as have been explained.

Please present my request at the next available board meeting.

Respectfully,



Signature

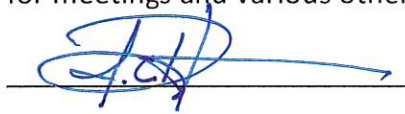
Date: 7/19/2021

To: The Upshur County Farmland Protection Board

From: J.C. Raffety

Re: Letter of Interest to Serve as Board Member

Please be informed that I am interested in serving as a Board Member of the Upshur County Farmland Protection Board. I understand that there is a monthly commitment for meetings and various other duties could be involved as has been explained.



Thomas J. O'Neill

Upshur County Commission
40 West Main Street
Buckhannon, West Virginia 26201

Dear Commissioners,

I respectfully tender my resignation as a member of the Upshur County Fire Board. I thank you for the opportunity to serve the community in this capacity, but unfortunately find that my regular employment and representation of the City of Buckhannon currently presents an untenable conflict of interest. This is regrettable, as it is vital for the good of the Buckhannon-Upshur community that the County Commission and the City Council work in a cooperative and collaborative manner.

I commend my colleagues on the Fire Board for their hard work and dedication to the fire service in Upshur County, and hope that I may at some point in the future rejoin the Board when the current conflict of interest has ended.

With best wishes,

A handwritten signature in black ink, appearing to read "Thuf. O'Neill", written in a cursive style.

Thomas J. O'Neill

Cc: Joe Gower, President, Upshur County Fire Board

Thomas J. O'Neill

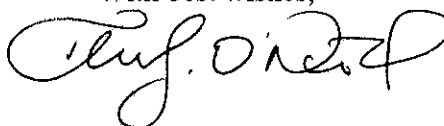
Upshur County Commission
40 West Main Street
Buckhannon, West Virginia 26201

Dear Commissioners,

I understand that a vacancy has arisen for a seat representing Upshur County on the Corridor H. Authority, and respectfully request appointment to that body. Completion of construction of this vital highway is essential to the economic future of not only our area, but of the State of West Virginia and beyond.

Thank you for your consideration of this request.

With best wishes,

A handwritten signature in black ink, appearing to read "Th. J. O'Neill", written in a cursive style.

Thomas J. O'Neill

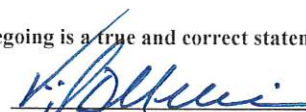


Upshur County Sheriff's Financial Statement

For Period Ending : **June 2021**

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 2,236,317.59	\$ 504,444.87	\$ (1,424,618.02)	\$ 1,316,144.44
FUND - 002 COAL SEVERANCE TAX FUND	\$ 8,693.69	\$ 0.07	\$ -	\$ 8,693.76
FUND - 003 DOG AND KENNEL FUND	\$ 54,479.61	\$ 1,093.50	\$ (36,400.88)	\$ 19,172.23
FUND - 004 GENERAL SCHOOL FUND	\$ 21,741.25	\$ 7,211.00	\$ -	\$ 28,952.25
FUND - 005 MAGISTRATE COURT FUND	\$ 9,762.19	\$ 1,096.51	\$ (10,858.70)	\$ -
FUND - 006 WORTHLESS CHECK FUND	\$ 129,126.61	\$ 28.18	\$ -	\$ 129,154.79
FUND - 007 E-911 FUND	\$ 1,208,552.26	\$ 34,589.23	\$ (168,054.20)	\$ 1,075,087.29
FUND - 008 HOME CONFINEMENT FUND	\$ 28,302.07	\$ 5,718.50	\$ (20,692.25)	\$ 13,328.32
FUND - 013 CURRY PARK FUND	\$ 22,644.01	\$ 1,552.78	\$ (10,963.31)	\$ 13,233.48
FUND - 015 CURRY LIBRARY FUND	\$ 13,676.35	\$ 730.30	\$ (11,968.51)	\$ 2,438.14
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ (0.10)	\$ -
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 4,135.09	\$ 693.28	\$ (4,035.09)	\$ 793.28
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 50,480.57	\$ 3,246.06	\$ (13,515.25)	\$ 40,211.38
FUND - 039 COAL REALLOCATION FUND	\$ 19,129.27	\$ 0.31	\$ -	\$ 19,129.58
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 627,828.88	\$ 46,682.17	\$ (4,421.06)	\$ 670,089.99
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 228,954.88	\$ 2,600.32	\$ (45,565.99)	\$ 185,989.21
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 860,796.55	\$ 751,825.28	\$ -	\$ 1,612,621.83
FUND - 059 CONCEALED WEAPONS FUND	\$ 24,445.16	\$ 810.60	\$ (200.00)	\$ 25,055.76
FUND - 063 VOTER'S REGISTRATION FUND	\$ 773.93	\$ -	\$ -	\$ 773.93
FUND - 071 JURY FUND	\$ 15,040.00	\$ -	\$ (936.28)	\$ 14,103.72
FUND - 073 SPECIAL LAW ENFRMNT INVESTIGATION FUND	\$ 2,486.43	\$ 0.02	\$ -	\$ 2,486.45
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 33,769.42	\$ -	\$ (6,194.21)	\$ 27,575.21
FUND - 079 SPAYING & NEUTERING FUND	\$ 43,247.05	\$ 300.00	\$ (400.00)	\$ 43,147.05
FUND - 080 COMM. CORR. FUND	\$ 708,569.69	\$ 109,004.34	\$ (122,673.46)	\$ 694,900.57
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ 420,801.32	\$ (420,801.32)	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ (1.00)	\$ -
FUND - 311 DMV LICENSE FUND	\$ -	\$ 38,117.00	\$ (38,117.00)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 321.64	\$ (321.64)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 100.00	\$ (100.00)	\$ -
FUND - 314 STATE FINES FUND	\$ 135.00	\$ 200.00	\$ (335.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 740.00	\$ (740.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 571.82	\$ (571.82)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 120,730.67	\$ -	\$ -	\$ 120,730.67
FUND - 365 DELQ & NONENT LAND	\$ 200.00	\$ -	\$ -	\$ 200.00
FUND - 366 BOARD OF HEALTH FUND	\$ 415,366.13	\$ 23,809.92	\$ (51,846.86)	\$ 387,329.19
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 577.50	\$ 565.50	\$ (577.50)	\$ 565.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 57,753.39	\$ (57,753.39)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 29,263.43	\$ (29,263.43)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 4,711.39	\$ (4,711.39)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 565.30	\$ (565.30)	\$ -
FUND - 206 COVID 19 FUND	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
FUND - 207 AMERICAN RECOVERY FUND	\$ -	\$ 2,347,952.50	\$ -	\$ 2,347,952.50
FINAL TOTALS	\$ 6,905,831.87	\$ 4,397,100.53	\$ (2,487,202.96)	\$ 8,815,729.44
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 9,284,932.22	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (768,515.95)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 297,563.17			
NET BANK BALANCE	\$ 8,813,979.44			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 8,815,729.44			

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


 Virgil D. Miller
 Sheriff & Treasurer, Upshur County

7/20/2021



Upshur County Sheriff's Financial Statement

For Period Ending: **June 2021**

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	GENERAL COUNTY -MMA	\$ 1,191,410.98	\$ -	\$ 92,230.42	\$ 1,283,641.40
	COAL SEVERANCE-MMA	\$ 8,693.76	\$ -	\$ -	\$ 8,693.76
	E-911 -MMA	\$ 1,072,332.29	\$ -	\$ -	\$ 1,072,332.29
	CURRY PARK-MMA	\$ 10,733.48	\$ -	\$ -	\$ 10,733.48
	CURRY LIBRARY-MMA	\$ 264.65	\$ -	\$ -	\$ 264.65
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 181,397.81	\$ -	\$ 1,964.84	\$ 183,362.65
	CONCEALED WEAPONS	\$ 24,915.09	\$ -	\$ 140.67	\$ 25,055.76
	GENERAL TAX ACCOUNT-MMA	\$ 104,627.78	\$ (141,548.80)	\$ 36,921.02	\$ -
	BOARD OF HEALTH-MMA	\$ 132,154.39	\$ -	\$ 12,361.72	\$ 144,516.11
	UPSHUR CO. FIRE FEE-IBCK	\$ 918.28	\$ (125.00)	\$ -	\$ 793.28
	UP CO COAL REALLOCAT-IBCK	\$ 19,129.58	\$ -	\$ -	\$ 19,129.58
	EMPLOYEE BENEFITS-IBCK	\$ 670,164.99	\$ (75.00)	\$ -	\$ 670,089.99
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,486.45	\$ -	\$ -	\$ 2,486.45
	COMMUNITY CORR. FUND-IBCK	\$ 695,124.23	\$ (223.66)	\$ -	\$ 694,900.57
	PARKS/REC CLEARING ACCT	\$ 5,162.26	\$ (5,162.26)	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 165.00	\$ (165.00)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 19,430.28	\$ (218.91)	\$ 788.63	\$ 20,000.00
	TAX CLEARING ACCOUNT	\$ 26,614.39	\$ (34,744.50)	\$ 8,130.11	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 23,797.86	\$ (3,797.86)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 105,243.79	\$ (94,490.75)	\$ -	\$ 10,753.04
	COAL SEVERANCE-CKNG	\$ -	\$ -	\$ -	\$ -
	DOG & KENNEL-CKNG	\$ 19,398.37	\$ (226.14)	\$ -	\$ 19,172.23
	GEN. CO. MISC-CKNG	\$ 28,952.25	\$ -	\$ -	\$ 28,952.25
	WORTHLESS CHECK FUND-CKNG	\$ 129,154.79	\$ -	\$ -	\$ 129,154.79
	E-911 -CKNG	\$ 3,737.34	\$ (982.34)	\$ -	\$ 2,755.00
	HOME DETENTION-IBCK	\$ 13,328.32	\$ -	\$ -	\$ 13,328.32
	CURRY PARK-CKNG	\$ 2,579.77	\$ (79.77)	\$ -	\$ 2,500.00
	CURRY LIBRARY-CKNG	\$ 2,380.86	\$ (207.37)	\$ -	\$ 2,173.49
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ (0.10)	\$ -	\$ -
	ASSESSOR'S VALUATION-CKNG	\$ 2,626.56	\$ -	\$ -	\$ 2,626.56
	VOTER'S REGISTRATION-IBCK	\$ 773.93	\$ -	\$ -	\$ 773.93
	JURY-CKNG	\$ 14,880.78	\$ (777.06)	\$ -	\$ 14,103.72
	SPAY. & NEUTER. DEP. FUND	\$ 43,297.05	\$ (150.00)	\$ -	\$ 43,147.05
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ 296,998.99	\$ (296,998.99)	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	INDUSTRIAL PARK SEWER-CKG	\$ -	\$ -	\$ -	\$ -
	DMV LICENSE FUND-CKNG	\$ 22,074.63	\$ (24,577.00)	\$ 2,502.37	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 135.00	\$ (756.64)	\$ 621.64	\$ -
	STATE POLICE FUND-CKNG	\$ 647.90	\$ (740.00)	\$ 97.10	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 686.29	\$ (142,224.85)	\$ 141,538.56	\$ -
	TAX LEIN FUND-CKNG	\$ 121,583.70	\$ (853.03)	\$ -	\$ 120,730.67
	DELQ & NON-ENTERED LAND	\$ 200.00	\$ -	\$ -	\$ 200.00
	BOARD OF HEALTH-CKNG	\$ 30,330.38	\$ (10,928.16)	\$ -	\$ 19,402.22
	WVDSRF-CKNG	\$ 299.41	\$ -	\$ 266.09	\$ 565.50
	COVID 19 -CKNG	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
	AMERICAN RECOVERY FUND	\$ 2,347,952.50	\$ -	\$ -	\$ 2,347,952.50
	BANK TOTAL	\$ 7,392,650.18	\$ (760,053.19)	\$ 297,563.17	\$ 6,930,160.16
COMMUNITY BANK					
	UP.CO.FIN.STBL.FUND-SV	\$ 1,612,621.83	\$ -	\$ -	\$ 1,612,621.83
	EE HEALTH CARE REIMB FUND	\$ 42,479.93	\$ (2,268.55)	\$ -	\$ 40,211.38
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 33,769.42	\$ (6,194.21)	\$ -	\$ 27,575.21
	BANK TOTAL	\$ 1,688,871.18	\$ (8,462.76)	\$ -	\$ 1,680,408.42
FREEDOM BANK					
	BOARD OF HEALTH-CD 1	\$ 101,705.43	\$ -	\$ -	\$ 101,705.43
	BOARD OF HEALTH-CD 2	\$ 101,705.43	\$ -	\$ -	\$ 101,705.43
	BANK TOTAL	\$ 203,410.86	\$ -	\$ -	\$ 203,410.86
SUMMARY:					
	TOTAL ALL BANKS	\$ 9,284,932.22	\$ (768,515.95)	\$ 297,563.17	\$ 8,813,979.44
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 8,815,729.44

Upshur County Sheriff's Settlement June 30, 2021		GENERAL COUNTY FUND-001	COAL SEVERANCE FUND-002	DOG AND KENNEL FUND-003	GENERAL SCHOOL FUND-004	MAGISTRATE COURT FUND-005
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ 305,097.94	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ 4,542,258.73	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ 181,042.80	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ 5,028,399.47	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ 114,938.25	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ (2.80)	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ 19,325.01	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ 90,832.35	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ 6,433.32	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ 296,313.71	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ 4,730,430.53	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ 3,283.84	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ 4,606.53	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ 73,286.52	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ 790,013.47	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ 5,439,267.11	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ 386,114.86	\$ 32,593.89	\$ 9,524.47	\$ -	\$ -
19	Licenses and Permits	\$ 9,254.78	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ 456,093.86	\$ -	\$ -	\$ -	\$ -
21	State	\$ 277,407.92	\$ -	\$ -	\$ -	\$ -
22	Local	\$ 11,600.00	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ 21,161.01	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ 104,909.02	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ 17,737.15	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ 1,785.00	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ 1,229.28	\$ -	\$ -	\$ -	\$ -
28	Other	\$ 193,914.08	\$ -	\$ 11,941.00	\$ -	\$ -
29	Fines and Forfeits	\$ 38,534.88	\$ -	\$ -	\$ 48,326.10	\$ 12,515.52
30	Interest on Investments	\$ 910.37	\$ 1.56	\$ -	\$ -	\$ -
31	Miscellaneous	\$ 482,724.27	\$ -	\$ 96,834.44	\$ -	\$ -
32	Total Revenues and Receipts	\$ 7,442,643.59	\$ 32,595.45	\$ 118,299.91	\$ 48,326.10	\$ 12,515.52
33	Disbursements: Orders Issued	\$ 8,520,130.01	\$ 46,327.17	\$ 112,630.43	\$ 36,375.35	\$ 12,515.52
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 8,520,130.01	\$ 46,327.17	\$ 112,630.43	\$ 36,375.35	\$ 12,515.52
37	Excess of Revenues over Expenditures	\$ (1,077,486.42)	\$ (13,731.72)	\$ 5,669.48	\$ 11,950.75	\$ -
38	Transfers	\$ 1,649,613.71	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2020	\$ 744,017.15	\$ 22,425.48	\$ 13,502.75	\$ 17,001.50	\$ -
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ 1,316,144.44	\$ 8,693.76	\$ 19,172.23	\$ 28,952.25	\$ -

Upshur County Sheriff's Settlement June 30, 2021		WORTHLESS CHECK FUND-006	EMERGENCY COMMUNICATION 911 FUND-007	HOME CONFINEMENT FUND-008	CURRY PARK FUND-013	CURRY LIBRARY FUND-015
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ -	\$ 500.00
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	\$ 1,469,172.97	\$ -	\$ 2,750.00	\$ 301.10
29	Fines and Forfeits	\$ 1,295.00	\$ -	\$ 69,147.00	\$ -	\$ -
30	Interest on Investments	\$ 61.48	\$ 557.64	\$ 11.24	\$ 5.09	\$ 3.19
31	Miscellaneous	\$ -	\$ 88,222.40	\$ 12,878.66	\$ 40,060.42	\$ 42,280.00
32	Total Revenues and Receipts	\$ 1,356.48	\$ 1,557,953.01	\$ 82,036.90	\$ 42,815.51	\$ 42,584.29
33	Disbursements: Orders Issued	\$ 8,610.00	\$ 907,020.56	\$ 105,002.68	\$ 54,405.32	\$ 58,845.66
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 8,610.00	\$ 907,020.56	\$ 105,002.68	\$ 54,405.32	\$ 58,845.66
37	Excess of Revenues over Expenditures	\$ (7,253.52)	\$ 650,932.45	\$ (22,965.78)	\$ (11,589.81)	\$ (16,261.37)
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2020	\$ 136,408.31	\$ 424,154.84	\$ 36,294.10	\$ 24,823.29	\$ 18,699.51
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ 129,154.79	\$ 1,075,087.29	\$ 13,328.32	\$ 13,233.48	\$ 2,438.14

Upshur County Sheriff's Settlement June 30, 2021		AIRPORT CONSTRUCTION FUND-018	UPSHUR COUNTY FIRE FEE FUND-019	EE HEALTH CARE REIMB. FUND-021	EMPLOYEE BENEFITS FUND-052	SPECIAL LE INVESTIGATION FUND-073
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	237,180.00	\$ -	\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ -	13.07	\$ -	304.59	0.25
31	Miscellaneous	\$ -	138.26	\$ -	187,916.69	\$ -
32	Total Revenues and Receipts	\$ -	\$ 237,331.33	\$ -	\$ 188,221.28	\$ 0.25
33	Disbursements: Orders Issued	\$ 0.10	\$ 238,253.14	\$ 51,992.86	\$ 55,944.26	\$ -
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 0.10	\$ 238,253.14	\$ 51,992.86	\$ 55,944.26	\$ -
37	Excess of Revenues over Expenditures	\$ (0.10)	\$ (921.81)	\$ (51,992.86)	\$ 132,277.02	\$ 0.25
38	Transfers	\$ -	\$ -	\$ 39,369.26	\$ -	\$ -
39	Beginning Balances as of July 1, 2020	\$ 0.10	\$ 1,715.09	\$ 52,834.98	\$ 537,812.97	\$ 2,486.20
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ -	\$ 793.28	\$ 40,211.38	\$ 670,089.99	\$ 2,486.45

Upshur County Sheriff's Settlement June 30, 2021		ASSESSOR'S REEVALUATION FUND-056	UPSHUR COUNTY FINANCIAL STB FUND-058	CONCEALED WEAPON FUND-059	VOTER'S REGISTRATION FUND-063	JURY FUND-071
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ 11,775.00	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ 95.00	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ 259.00	\$ -	\$ -	\$ -	\$ -
28	Other	\$ 8,505.00	\$ -	\$ -	\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ 102.81	\$ 6,217.44	\$ 7.20	\$ 0.07	\$ -
31	Miscellaneous	\$ 269,468.56	\$ -	\$ 10.24	\$ -	\$ 9,978.56
32	Total Revenues and Receipts	\$ 278,335.37	\$ 6,217.44	\$ 11,792.44	\$ 95.07	\$ 9,978.56
33	Disbursements: Orders Issued	\$ 238,913.50	\$ -	\$ 6,886.95	\$ -	\$ 9,151.61
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 238,913.50	\$ -	\$ 6,886.95	\$ -	\$ 9,151.61
37	Excess of Revenues over Expenditures	\$ 39,421.87	\$ 6,217.44	\$ 4,905.49	\$ 95.07	\$ 826.95
38	Transfers	\$ -	\$ 900,000.00	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2020	\$ 146,567.34	\$ 706,404.39	\$ 20,150.27	\$ 678.86	\$ 13,276.77
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ 185,989.21	\$ 1,612,621.83	\$ 25,055.76	\$ 773.93	\$ 14,103.72

Upshur County Sheriff's Settlement June 30, 2021			CHILD EXCH & VISITATION CTR FUND-078	SPAY & NEUTERING DEP FUND-079	COMMUNITY CORRECTIONS FUND-080	COVID 19 FUND-206	AMERICAN RESCUE FUND-207
Taxes Receivable							
1	1-4	Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9	Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12	Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19	Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -
5	21	Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25	Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30	Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35	Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -
9	37	Discounts	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42	Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47	Ending Taxes Receivables as of June 30, 2021	\$ -	\$ -	\$ -	\$ -	\$ -
12	49	Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51	Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -
14	53	Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -
15	54	Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56	Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
17	49	Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
18		Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
19		Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -
20		Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ 2,347,952.50
21		State	\$ 20,426.13	\$ -	\$ 175,547.40	\$ -	\$ -
22		Local	\$ -	\$ -	\$ -	\$ -	\$ -
23		Charges for Services: Sheriff	\$ -	\$ -	\$ 926,781.50	\$ -	\$ -
24		County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25		Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
26		Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -
27		Assessor	\$ -	\$ -	\$ -	\$ -	\$ -
28		Other	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -
29		Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -
30		Interest on Investments	\$ -	\$ -	\$ -	\$ 22.13	\$ -
31		Miscellaneous	\$ 5,050.00	\$ -	\$ 39,518.80	\$ -	\$ -
32		Total Revenues and Receipts	\$ 25,476.13	\$ 7,000.00	\$ 1,141,847.70	\$ 22.13	\$ 2,347,952.50
33		Disbursements: Orders Issued	\$ 16,697.92	\$ 8,495.56	\$ 741,070.05	\$ 67,568.34	\$ -
34		Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35		Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36		Total Disbursements	\$ 16,697.92	\$ 8,495.56	\$ 741,070.05	\$ 67,568.34	\$ -
37		Excess of Revenues over Expenditures	\$ 8,778.21	\$ (1,495.56)	\$ 400,777.65	\$ (67,546.21)	\$ 2,347,952.50
38		Transfers	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -
39		Beginning Balances as of July 1, 2020	\$ 10,797.00	\$ 44,642.61	\$ 294,122.92	\$ 78,650.13	\$ -
40		Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41		Ending Balances as of June 30, 2021	\$ 27,575.21	\$ 43,147.05	\$ 694,900.57	\$ 11,103.92	\$ 2,347,952.50

Upshur County Sheriff's Settlement June 30, 2021		ELKINS ROAD PSD FUND FUND-104	UPSHUR COUNTY WELLNESS CMPX FUND-245	INDUSTRIAL PARK SEWER FUND-248	COAL REALLOC FUND FUND-039	COURTHOUSE FACILITIES IMPROVEMENT FUND-317
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ 3,125.00
20	Intergovernmental: Federal	\$ 1,094,448.94	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	\$ -	\$ -	\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ -	\$ -	\$ -	\$ 4.19	\$ -
31	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
32	Total Revenues and Receipts	\$ 1,094,448.94	\$ -	\$ -	\$ 4.19	\$ -
33	Disbursements: Orders Issued	\$ 1,094,448.94	\$ -	\$ 1.00	\$ -	\$ -
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 1,094,448.94	\$ -	\$ 1.00	\$ -	\$ -
37	Excess of Revenues over Expenditures	\$ -	\$ -	\$ (1.00)	\$ 4.19	\$ -
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2020	\$ -	\$ 4,760.00	\$ 1.00	\$ 19,125.39	\$ -
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ -	\$ 4,760.00	\$ -	\$ 19,129.58	\$ -

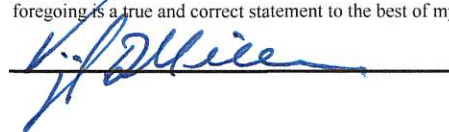
Upshur County Sheriff's Settlement June 30, 2021		DMV LICENSE FUND-311	CRIMINAL CHARGES FUND-312	COURT REPORTER FUND-313	STATE FINES FUND-314	STATE POLICE FUND FUND-315
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ -	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ -	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ -	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ -	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ -	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ -	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ -	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ -	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ -	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ -	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
17	49 Total Taxes Collected	\$ -	\$ -	\$ -	\$ -	\$ -
18	Other Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ 12,495.00
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ -	\$ -
21	State	\$ -	\$ -	\$ -	\$ -	\$ -
22	Local	\$ -	\$ -	\$ -	\$ -	\$ -
23	Charges for Services: Sheriff	\$ 453,119.00	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ 10,225.78	\$ 2,087.00	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	\$ -	\$ -	\$ -	\$ -
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ 9,559.41	\$ -
30	Interest on Investments	\$ -	\$ -	\$ -	\$ -	\$ -
31	Miscellaneous	\$ -	\$ -	\$ -	\$ 135.00	\$ -
32	Total Revenues and Receipts	\$ 453,119.00	\$ 10,225.78	\$ 2,087.00	\$ 9,694.41	\$ 12,495.00
33	Disbursements: Orders Issued	\$ 453,119.00	\$ 10,225.78	\$ 2,087.00	\$ 9,694.41	\$ 12,495.00
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 453,119.00	\$ 10,225.78	\$ 2,087.00	\$ 9,694.41	\$ 12,495.00
37	Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2020	\$ -	\$ -	\$ -	\$ -	\$ 5.00
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ -	\$ -	\$ -	\$ -	\$ 5.00

Upshur County Sheriff's Settlement June 30, 2021		STATE CURRENT FUND-316	TAX LIEN FUND-364	DELQ & NONENT LAND FUND-365	BOARD OF HEALTH FUND-366	WV DEP SHF RETIRE FUND-369
Taxes Receivable						
1	1-4 Unpaid Taxes (prior years)	\$ 5,335.94	\$ -	\$ -	\$ -	\$ -
2	6-9 Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ 79,410.06	\$ -	\$ -	\$ -	\$ -
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ 3,164.87	\$ -	\$ -	\$ -	\$ -
5	21 Total Taxes Receivable	\$ 87,910.87	\$ -	\$ -	\$ -	\$ -
6	22-25 Add: Interest and Fees Collected on Taxes	\$ 1,041.01	\$ -	\$ -	\$ -	\$ -
7	27-30 Computer Differences + or (-)	\$ (2.98)	\$ -	\$ -	\$ -	\$ -
8	32-35 Deduct: Taxes Exonerated without refund	\$ 337.74	\$ -	\$ -	\$ -	\$ -
9	37 Discounts	\$ 1,587.89	\$ -	\$ -	\$ -	\$ -
10	39-42 Land Sales Deductions	\$ 112.44	\$ -	\$ -	\$ -	\$ -
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ 5,182.38	\$ -	\$ -	\$ -	\$ -
12	49 Net Taxes Collected	\$ 81,728.45	\$ -	\$ -	\$ -	\$ -
13	50-51 Deduct: Exoneration with refund	\$ 57.30	\$ -	\$ -	\$ -	\$ -
14	53 Sheriff's Commission	\$ 80.74	\$ -	\$ -	\$ -	\$ -
15	54 Assessor's Valuation	\$ -	\$ -	\$ -	\$ -	\$ -
16	55-56 Manual Distributions & Public Utilities	\$ 71.98	\$ 27,718.30	\$ 100.00	\$ -	\$ -
17	49 Total Taxes Collected	\$ 81,662.39	\$ 27,718.30	\$ 100.00	\$ -	\$ -
18	Other Taxes	\$ 89.66	\$ -	\$ -	\$ -	\$ -
19	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental: Federal	\$ -	\$ -	\$ -	\$ 14,326.00	\$ -
21	State	\$ -	\$ -	\$ -	\$ 267,054.46	\$ -
22	Local	\$ -	\$ -	\$ -	\$ 30,300.00	\$ -
23	Charges for Services: Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -
24	County Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	Circuit Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
26	Magistrate	\$ -	\$ -	\$ -	\$ -	\$ -
27	Assessor	\$ -	\$ -	\$ -	\$ -	\$ -
28	Other	\$ -	\$ -	\$ -	\$ 79,283.62	\$ 6,773.00
29	Fines and Forfeits	\$ -	\$ -	\$ -	\$ -	\$ -
30	Interest on Investments	\$ 4.11	\$ -	\$ -	\$ 2,649.28	\$ -
31	Miscellaneous	\$ -	\$ -	\$ -	\$ 125,045.95	\$ -
32	Total Revenues and Receipts	\$ 81,756.16	\$ 27,718.30	\$ 100.00	\$ 518,659.31	\$ 6,773.00
33	Disbursements: Orders Issued	\$ 81,756.16	\$ 80,202.53	\$ 75,901.53	\$ 508,995.23	\$ 6,882.50
34	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -
35	Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Disbursements	\$ 81,756.16	\$ 80,202.53	\$ 75,901.53	\$ 508,995.23	\$ 6,882.50
37	Excess of Revenues over Expenditures	\$ -	\$ (52,484.23)	\$ (75,801.53)	\$ 9,664.08	\$ (109.50)
38	Transfers	\$ -	\$ -	\$ -	\$ -	\$ -
39	Beginning Balances as of July 1, 2020	\$ -	\$ 173,214.90	\$ 76,001.53	\$ 377,665.11	\$ 675.00
40	Audit Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ -	\$ 120,730.67	\$ 200.00	\$ 387,329.19	\$ 565.50

Upshur County Sheriff's Settlement June 30, 2021			SCHOOL CURRENT FUND-373	SCHOOL EXCESS LEVY FUND-374	CITY CURRENT FUND-378	CITY VOTED LIB FUND-379
Taxes Receivable						
1	1-4	Unpaid Taxes (prior years)	\$ 414,093.63	\$ 209,821.54	\$ 52,053.76	\$ 6,247.87
2	6-9	Adjustments to Unpaid Taxes	\$ -	\$ -	\$ -	\$ -
3	11-12	Current Year Taxes-Real & Personal	\$ 6,162,225.15	\$ 3,122,405.81	\$ 837,501.96	\$ 100,500.22
4	16-19	Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ 245,610.61	\$ 124,451.04	\$ 26,029.96	\$ 3,123.55
5	21	Total Taxes Receivable	\$ 6,821,929.39	\$ 3,456,678.39	\$ 915,585.68	\$ 109,871.64
6	22-25	Add: Interest and Fees Collected on Taxes	\$ 80,802.01	\$ 40,942.31	\$ 23,007.35	\$ 2,760.84
7	27-30	Computer Differences + or (-)	\$ (21.99)	\$ 0.19	\$ (0.75)	\$ (0.69)
8	32-35	Deduct: Taxes Exonerated without refund	\$ 26,217.21	\$ 13,284.21	\$ 2,700.22	\$ 324.02
9	37	Discounts	\$ 123,227.13	\$ 62,439.27	\$ 17,175.71	\$ 2,061.07
10	39-42	Land Sales Deductions	\$ 8,727.73	\$ 4,422.34	\$ 1,496.85	\$ 179.63
11	44-47	Ending Taxes Receivables as of June 30, 2021	\$ 402,176.54	\$ 203,783.12	\$ 50,942.19	\$ 6,114.48
12	49	Net Taxes Collected	\$ 6,342,360.80	\$ 3,213,691.95	\$ 866,277.31	\$ 103,952.59
13	50-51	Deduct: Exoneration with refund	\$ 4,455.01	\$ 2,257.32	\$ 499.05	\$ 59.87
14	53	Sheriff's Commission	\$ 6,125.75	\$ 3,104.86	\$ 767.93	\$ 92.15
15	54	Assessor's Valuation	\$ 98,953.48	\$ -	\$ 13,484.51	\$ -
16	55-56	Manual Distributions & Public Utilities	\$ 1,045,448.67	\$ 529,729.91	\$ 5,799.57	\$ 695.95
17	49	Total Taxes Collected	\$ 7,278,275.23	\$ 3,738,059.68	\$ 857,325.39	\$ 104,496.52
18		Other Taxes	\$ 7,002.10	\$ 3,546.93	\$ 4,510.29	\$ 542.15
19		Licenses and Permits	\$ -	\$ -	\$ -	\$ -
20	Intergovernmental:	Federal	\$ -	\$ -	\$ -	\$ -
21		State	\$ -	\$ -	\$ -	\$ -
22		Local	\$ -	\$ -	\$ -	\$ -
23	Charges for Services:	Sheriff	\$ -	\$ -	\$ -	\$ -
24		County Clerk	\$ -	\$ -	\$ -	\$ -
25		Circuit Clerk	\$ -	\$ -	\$ -	\$ -
26		Magistrate	\$ -	\$ -	\$ -	\$ -
27		Assessor	\$ -	\$ -	\$ -	\$ -
28		Other	\$ 50,895.43	\$ 25,788.82	\$ -	\$ -
29		Fines and Forfeits	\$ 423.75	\$ -	\$ -	\$ -
30		Interest on Investments	\$ 319.48	\$ 161.89	\$ 41.97	\$ 5.03
31		Miscellaneous	\$ -	\$ -	\$ -	\$ -
32		Total Revenues and Receipts	\$ 7,336,915.99	\$ 3,767,557.32	\$ 861,877.65	\$ 105,043.70
33	Disbursements:	Orders Issued	\$ 7,336,915.99	\$ 3,767,557.32	\$ 861,877.65	\$ 105,043.70
34		Bank Charges	\$ -	\$ -	\$ -	\$ -
35		Other Disbursements	\$ -	\$ -	\$ -	\$ -
36		Total Disbursements	\$ 7,336,915.99	\$ 3,767,557.32	\$ 861,877.65	\$ 105,043.70
37		Excess of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
38		Transfers	\$ -	\$ -	\$ -	\$ -
39		Beginning Balances as of July 1, 2020	\$ -	\$ -	\$ -	\$ -
40		Audit Adjustments	\$ -	\$ -	\$ -	\$ -
41		Ending Balances as of June 30, 2021	\$ -	\$ -	\$ -	\$ -

Upshur County Sheriff's Settlement June 30, 2021		Total	Total	Total	Grand
		Governmental	Proprietary	Fiduciary	Total
		Funds	Governmental	Governmental	All Funds
Taxes Receivable					
1	1-4 Unpaid Taxes (prior years)	\$ 305,097.94		\$ 687,552.74	\$ 992,650.68
2	6-9 Adjustments to Unpaid Taxes	\$ -		\$ -	\$ -
3	11-12 Current Year Taxes-Real & Personal	\$ 4,542,258.73		\$ 10,302,043.20	\$ 14,844,301.93
4	16-19 Additional Levies: (Supplementals, Misc Changes, Bankruptcies)	\$ 181,042.80		\$ 402,380.03	\$ 583,422.83
5	21 Total Taxes Receivable	\$ 5,028,399.47		\$ 11,391,975.97	\$ 16,420,375.44
6	22-25 Add: Interest and Fees Collected on Taxes	\$ 114,938.25		\$ 148,553.52	\$ 263,491.77
7	27-30 Computer Differences + or (-)	\$ (2.80)		\$ (26.22)	\$ (29.02)
8	32-35 Deduct: Taxes Exonerated without refund	\$ 19,325.01		\$ 42,863.40	\$ 62,188.41
9	37 Discounts	\$ 90,832.35		\$ 206,491.07	\$ 297,323.42
10	39-42 Land Sales Deductions	\$ 6,433.32		\$ 14,938.99	\$ 21,372.31
11	44-47 Ending Taxes Receivables as of June 30, 2021	\$ 296,313.71		\$ 668,198.71	\$ 964,512.42
12	49 Net Taxes Collected	\$ 4,730,430.53		\$ 10,608,011.10	\$ 15,338,441.63
13	50-51 Deduct: Exoneration with refund	\$ 3,283.84		\$ 7,328.55	\$ 10,612.39
14	53 Sheriff's Commission	\$ 4,606.53		\$ 10,171.43	\$ 14,777.96
15	54 Assessor's Valuation	\$ 73,286.52		\$ 112,437.99	\$ 185,724.51
16	55-56 Manual Distributions & Public Utilities	\$ 790,013.47		\$ 1,609,564.38	\$ 2,399,577.85
17	49 Total Taxes Collected	\$ 5,439,267.11		\$ 12,087,637.51	\$ 17,526,904.62
18	Other Taxes	\$ 428,233.22		\$ 15,691.13	\$ 443,924.35
19	Licenses and Permits	\$ 9,254.78		\$ 12,495.00	\$ 21,749.78
20	Intergovernmental: Federal	\$ 3,898,495.30	\$ -	\$ 14,326.00	\$ 3,912,821.30
21	State	\$ 473,381.45		\$ 267,054.46	\$ 740,435.91
22	Local	\$ 11,600.00		\$ 30,300.00	\$ 41,900.00
23	Charges for Services: Sheriff	\$ 959,717.51		\$ 453,119.00	\$ 1,412,836.51
24	County Clerk	\$ 105,004.02		\$ -	\$ 105,004.02
25	Circuit Clerk	\$ 17,737.15		\$ 12,312.78	\$ 30,049.93
26	Magistrate	\$ 1,785.00		\$ -	\$ 1,785.00
27	Assessor	\$ 1,488.28		\$ -	\$ 1,488.28
28	Other	\$ 1,930,764.15		\$ 162,740.87	\$ 2,093,505.02
		\$ -		\$ -	\$ -
29	Fines and Forfeits	\$ 169,818.50		\$ 9,983.16	\$ 179,801.66
30	Interest on Investments	\$ 8,222.32		\$ 3,181.76	\$ 11,404.08
31	Miscellaneous	\$ 1,275,081.30		\$ 125,180.95	\$ 1,400,262.25
32	Total Revenues and Receipts	\$ 14,729,850.09		\$ 13,194,022.62	\$ 27,923,872.71
33	Disbursements: Orders Issued	\$ 12,391,286.93		\$ 13,312,753.80	\$ 25,704,040.73
34	Bank Charges	\$ -		\$ -	\$ -
35	Other Disbursements	\$ -		\$ -	\$ -
36	Total Disbursements	\$ 12,391,286.93		\$ 13,312,753.80	\$ 25,704,040.73
37	Excess of Revenues over Expenditures	\$ 2,338,563.16		\$ (118,731.18)	\$ 2,219,831.98
38	Transfers	\$ 2,596,982.97		\$ -	\$ 2,596,982.97
39	Beginning Balances as of July 1, 2020	\$ 3,371,352.95		\$ 627,561.54	\$ 3,998,914.49
40	Audit Adjustments	\$ -		\$ -	\$ -
41	Ending Balances as of June 30, 2021	\$ 8,306,899.08		\$ 508,830.36	\$ 8,815,729.44

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



7/23/2021

Upshur County Sheriff's Settlement Reconciliation of Cash, June 30, 2021

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Bank ID#	Account Code	Account Name	Bank Balance	Outstanding Checks / Debits	Outstanding Deposits	Book Balance
First Community Bank - 2						
MONEY MARKET / INTEREST BEARING ACCOUNTS						
	0018	AIRPORT CONSTRUCTION-MMA	0.10	-0.10	0.00	0.00
	0056	ASSESSOR'S VALUATION-MMA	183,362.65	0.00	0.00	183,362.65
	0366	BOARD OF HEALTH-MMA	144,516.11	0.00	0.00	144,516.11
	0002	COAL SEVERANCE-MMA	8,693.76	0.00	0.00	8,693.76
	4080	COMMUNITY CORR. FUND-IBCK	695,124.23	-223.66	0.00	694,900.57
	0059	CONCEALED WEAPONS-MMA	24,915.09	0.00	140.67	25,055.76
	0015	CURRY LIBRARY-MMA	264.65	0.00	0.00	264.65
	0013	CURRY PARK-MMA	10,733.48	0.00	0.00	10,733.48
	0007	E-911 -MMA	1,072,332.29	0.00	0.00	1,072,332.29
	4052	EMPLOYEE BENEFITS FUND-IBCK	670,164.99	-75.00	0.00	670,089.99
	0001	GENERAL COUNTY -MMA	1,283,641.40	0.00	0.00	1,283,641.40
	0316	GENERAL TAX ACCOUNT-MMA	0.00	0.00	0.00	0.00
	9008	HOME DETENTION-IBCK	13,328.32	0.00	0.00	13,328.32
	4073	SP.LAW ENF.INVESTIG.-IBCK	2,486.45	0.00	0.00	2,486.45
	4019	UPSHUR CO. FIRE FEE-IBCK	918.28	-125.00	0.00	793.28
	4039	UPCO COAL REALLOCATED SEVERANCE TAX FUND	19,129.58	0.00	0.00	19,129.58
	9063	VOTER'S REGISTRATION-IBCK	773.93	0.00	0.00	773.93
	4020	WIRELESS E-911 FUND-IBCK		0.00	0.00	0.00
	9207	AMERICAN RESCUE FUND	2,347,952.50	0.00	0.00	2,347,952.50
Bank Totals----->			6,478,337.81	-423.76	140.67	6,478,054.72
Progressive Bank - 3						
MONEY MARKET / INTEREST BEARING ACCOUNTS						
	0058	UP.CO.FIN.STBL.FUND-SV	1,612,621.83	0.00	0.00	1,612,621.83
Bank Totals----->			1,612,621.83	0.00	0.00	1,612,621.83
Total Money Market / Interest Bearing Accounts all Banks----->			8,090,959.64	-423.76	140.67	8,090,676.55
Bank ID#	Account Code	Account Name	Bank Balance	Outstanding Checks / Debits	Outstanding Deposits	Book Balance
First Community Bank - 2						
CHECKING ACCOUNTS						
	7001	ADDRESSING/MAPPING CLEARING	165.00	-165.00	0.00	0.00
	9056	ASSESSOR'S VALUATION-CKNG	2,626.56	0.00	0.00	2,626.56
	9366	BOARD OF HEALTH-CKNG	30,330.38	-10,928.16	0.00	19,402.22
	8366	BOARD OF HEALTH-PAYROLL CKNG	23,797.86	-3,797.86	0.00	20,000.00
	9206	COVID 19 FUND	11,103.92	0.00	0.00	11,103.92
	9015	CURRY LIBRARY-CKNG	2,380.86	-207.37	0.00	2,173.49
	9013	CURRY PARK-CKNG	2,579.77	-79.77	0.00	2,500.00
	9365	DELQ & NON-ENTERED LAND	200.00	0.00	0.00	200.00
	9003	DOG & KENNEL-CKNG	19,398.37	-226.14	0.00	19,172.23
	9311	DMV LICENSE FUND-CKNG	22,074.63	-24,577.00	2,502.37	0.00
	9007	E-911 -CKNG	3,737.34	-982.34	0.00	2,755.00
	9104	ELKINS ROAD PSD	296,998.99	-296,998.99	0.00	0.00
	9001	GENERAL COUNTY-CKNG	105,243.79	-94,490.75	0.00	10,753.04
	8001	GENERAL COUNTY PAYROLL-CK	19,430.28	-218.91	788.63	20,000.00
	9004	GEN. CO. MISC-CKNG	28,952.25	0.00	0.00	28,952.25
	9316	GENERAL TAX ACCOUNT-CKNG	686.29	-142,224.85	141,538.56	0.00
	9248	INDUSTRIAL PARK SEWER-CKNG	0.00	0.00	0.00	0.00
	9071	JURY-CKNG	14,880.78	-777.06	0.00	14,103.72
	6001	PARKS/REC CLEARING	5,162.26	-5,162.26	0.00	0.00
	9079	SPAY.& NEUTER. DEP. FUND	43,297.05	-150.00	0.00	43,147.05
	9312	STATE CLEARING ACCOUNT-CK	135.00	-756.64	621.64	0.00
	9315	STATE POLICE FUND-CKNG	647.90	-740.00	97.10	5.00
	8316	TAX CLEARING ACCOUNT	26,614.39	-34,744.50	8,130.11	0.00
	9364	TAX LEIN FUND-CKNG	121,583.70	-853.03	0.00	120,730.67
	9245	UPSHUR COUNTY WELLNESS COMPLEX FUND	4,760.00	0.00	0.00	4,760.00
	9006	WORTHLESS CHECK FUND-CKNG	129,154.79	0.00	0.00	129,154.79
	9369	WVDSRF-CKNG	299.41	0.00	266.09	565.50
Bank Totals----->			916,241.57	-618,080.63	153,944.50	452,105.44
Progressive Bank - 3						
CHECKING ACCOUNTS						
	9078	CHILD EXCHG & VISIT CTR	33,769.42	-6,194.21	0.00	27,575.21
	9021	EMPLOYEE HEALTH CARE REIMB. FUND-CKNG	42,479.93	-2,268.55	0.00	40,211.38
	9058	UP.CO.FIN.STBL.FUND-CKNG	0.00	0.00	0.00	0.00
Bank Totals----->			76,249.35	-8,462.76	0.00	67,786.59
Total Checking Accounts all Banks----->			992,490.92	-626,543.39	153,944.50	519,892.03
INVESTMENT ACCOUNTS						
	6366	BOARD OF HEALTH - CD 1	101,705.43	0.00	0.00	101,705.43
	7366	BOARD OF HEALTH - CD 2	101,705.43	0.00	0.00	101,705.43
Bank Totals----->			203,410.86	0.00	0.00	203,410.86
Total Investment Accounts all Banks----->			203,410.86	0.00	0.00	203,410.86
Summary						
GRAND TOTALS ALL BANK ACCOUNTS ----->			9,286,861.42	-626,967.15	154,085.17	8,813,979.44
CASH IN OFFICE.						
Petty Cash (Cash Drawers) ----->						1,750.00
Cash - Special Law Enforcement Investigaion ----->						
GRAND TOTALS ALL BANK ACCOUNTS & CASH ----->						8,815,729.44

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Total Sheet

Current Year Taxes	14,844,302.24
Additional Levies	<u>83,248.96</u>
A. Total Taxes Levied	14,927,551.20
Less: Exoneration without refund & Bankruptcy	-60,341.40
Exoneration with refund	<u>-9,393.01</u>
B. Total Net Levy	14,857,816.79
Less: Ending Accounts Receivable	<u>-529,668.96</u>
C. Net Current Year Taxes	14,328,147.83
Less: 85% of Net Levy	<u>-12,629,144.27</u>
D. Current Year Taxes over 85%	1,699,003.56
Less: 5% of Net Levy	<u>-742,890.84</u>
E. Collections over 90% Level	956,112.72
Less: 5% of Net Levy	<u>-742,890.84</u>
F. Collections over 95% Level	213,221.88
2.5% of Collections over 85% Level	42,475.09
1.0% of Collections over 90% Level	9,561.13
1.5% of Collections over 95% Level	<u>3,198.33</u>
Total	<u>55,234.55</u>
Total Sheriff's Commission (\$15,000 or less)	15,000.00 =====

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Levying Body-STATE

Current Year Taxes	79,410.06
Additional Levies	<u>445.40</u>
A. Total Taxes Levied	79,855.46
Less: Exoneration without refund & Bankruptcy	-327.10
Exoneration with refund	<u>-50.76</u>
B. Total Net Levy	79,477.60
Less: Ending Accounts Receivable	<u>-2,802.04</u>
C. Net Current Year Taxes	76,675.56
Less: 85% of Net Levy	<u>-67,555.96</u>
D. Current Year Taxes over 85%	9,119.60
Less: 5% of Net Levy	<u>-3,973.88</u>
E. Collections over 90% Level	5,145.72
Less: 5% of Net Levy	<u>-3,973.88</u>
F. Collections over 95% Level	1,171.84
2.5% of Collections over 85% Level	227.99
1.0% of Collections over 90% Level	51.46
1.5% of Collections over 95% Level	<u>17.58</u>
Total	<u>297.03</u>
Portion of Sheriff's Commission paid	80.51 =====

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Levying Body-COUNTY CURRENT

Current Year Taxes	4,542,258.73
Additional Levies	<u>25,479.99</u>
A. Total Taxes Levied	4,567,738.72
Less: Exoneration without refund & Bankruptcy	-18,713.48
Exoneration with refund	<u>-2,907.19</u>
B. Total Net Levy	4,546,118.05
Less: Ending Accounts Receivable	<u>-160,279.76</u>
C. Net Current Year Taxes	4,385,838.29
Less: 85% of Net Levy	<u>-3,864,200.34</u>
D. Current Year Taxes over 85%	521,637.95
Less: 5% of Net Levy	<u>-227,305.90</u>
E. Collections over 90% Level	294,332.05
Less: 5% of Net Levy	<u>-227,305.90</u>
F. Collections over 95% Level	67,026.15
2.5% of Collections over 85% Level	13,040.95
1.0% of Collections over 90% Level	2,943.32
1.5% of Collections over 95% Level	<u>1,005.39</u>
Total	<u>16,989.66</u>
Portion of Sheriff's Commission paid	4,605.39 =====

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Levying Body-SCHOOL CURRENT

Current Year Taxes	6,162,225.15
Additional Levies	<u>34,567.29</u>
A. Total Taxes Levied	6,196,792.44
Less: Exoneration without refund & Bankruptcy	-25,387.55
Exoneration with refund	<u>-3,944.02</u>
B. Total Net Levy	6,167,460.87
Less: Ending Accounts Receivable	<u>-217,442.51</u>
C. Net Current Year Taxes	5,950,018.36
Less: 85% of Net Levy	<u>-5,242,341.74</u>
D. Current Year Taxes over 85%	707,676.62
Less: 5% of Net Levy	<u>-308,373.04</u>
E. Collections over 90% Level	399,303.58
Less: 5% of Net Levy	<u>-308,373.04</u>
F. Collections over 95% Level	90,930.54
2.5% of Collections over 85% Level	17,691.92
1.0% of Collections over 90% Level	3,993.04
1.5% of Collections over 95% Level	<u>1,363.96</u>
Total	<u>23,048.92</u>
Portion of Sheriff's Commission paid	6,247.87 =====

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Levying Body-SPECIAL LEVY SCHOOL

Current Year Taxes	3,122,405.81
Additional Levies	<u>17,515.25</u>
A. Total Taxes Levied	3,139,921.06
Less: Exoneration without refund & Bankruptcy	-12,863.84
Exoneration with refund	<u>-1,998.42</u>
B. Total Net Levy	3,125,058.80
Less: Ending Accounts Receivable	<u>-110,178.31</u>
C. Net Current Year Taxes	3,014,880.49
Less: 85% of Net Levy	<u>-2,656,299.98</u>
D. Current Year Taxes over 85%	358,580.51
Less: 5% of Net Levy	<u>-156,252.94</u>
E. Collections over 90% Level	202,327.57
Less: 5% of Net Levy	<u>-156,252.94</u>
F. Collections over 95% Level	46,074.63
2.5% of Collections over 85% Level	8,964.51
1.0% of Collections over 90% Level	2,023.28
1.5% of Collections over 95% Level	<u>691.12</u>
Total	<u>11,678.91</u>
Portion of Sheriff's Commission paid	3,165.80 =====

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Levying Body-Municipal-CORPORATION

Current Year Taxes	837,501.96
Additional Levies	<u>4,679.31</u>
A. Total Taxes Levied	842,181.27
Less: Exoneration without refund & Bankruptcy	-2,722.48
Exoneration with refund	<u>-439.62</u>
B. Total Net Levy	839,019.17
Less: Ending Accounts Receivable	<u>-34,791.38</u>
C. Net Current Year Taxes	804,227.79
Less: 85% of Net Levy	<u>-713,166.29</u>
D. Current Year Taxes over 85%	91,061.50
Less: 5% of Net Levy	<u>-41,950.96</u>
E. Collections over 90% Level	49,110.54
Less: 5% of Net Levy	<u>-41,950.96</u>
F. Collections over 95% Level	7,159.58
2.5% of Collections over 85% Level	2,276.54
1.0% of Collections over 90% Level	491.11
1.5% of Collections over 95% Level	<u>107.39</u>
Total	<u>2,875.04</u>
Portion of Sheriff's Commission paid	803.96 =====

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Levying Body-Municipal-CORPORATION

Current Year Taxes	100,500.22
Additional Levies	<u>561.50</u>
A. Total Taxes Levied	101,061.72
Less: Exoneration without refund & Bankruptcy	-326.70
Exoneration with refund	<u>-52.74</u>
B. Total Net Levy	100,682.28
Less: Ending Accounts Receivable	<u>-4,174.96</u>
C. Net Current Year Taxes	96,507.32
Less: 85% of Net Levy	<u>-85,579.94</u>
D. Current Year Taxes over 85%	10,927.38
Less: 5% of Net Levy	<u>-5,034.11</u>
E. Collections over 90% Level	5,893.27
Less: 5% of Net Levy	<u>-5,034.11</u>
F. Collections over 95% Level	859.16
2.5% of Collections over 85% Level	273.18
1.0% of Collections over 90% Level	58.93
1.5% of Collections over 95% Level	<u>12.89</u>
Total	<u>345.00</u>
Portion of Sheriff's Commission paid	96.47 =====

07/23/2021
10.24.07

Sheriff's Commission
Sheriff of UPSHUR COUNTY County, West Virginia
07/01/2020-06/30/2021
Levying Body-Undistributed

Current Year Taxes		.31
Additional Levies		.22
		<hr/>
A. Total Taxes Levied		.53
Less: Exoneration without refund & Bankruptcy		-.25
Exoneration with refund		-.26
		<hr/>
B. Total Net Levy		.02
Less: Ending Accounts Receivable		.00
		<hr/>
C. Net Current Year Taxes		.02
Less: 85% of Net Levy		-.02
		<hr/>
D. Current Year Taxes over 85%		.00
Less: 5% of Net Levy		.00
		<hr/>
E. Collections over 90% Level		.00
Less: 5% of Net Levy		.00
		<hr/>
F. Collections over 95% Level		.00
2.5% of Collections over 85% Level		.00
1.0% of Collections over 90% Level		.00
1.5% of Collections over 95% Level		.00
		<hr/>
Total		.00
		<hr/>
Portion of Sheriff's Commission paid		.00
		<hr/> =====



Office of the State Auditor
 Chief Inspector Division
 State Capitol, Building 1, Suite W-100
 1900 Kanawha Boulevard, East
 Charleston, West Virginia 25305

State of West Virginia
John B. McCuskey
 State Auditor and
 Chief Inspector

Toll Free: (877) 982-9148
 Telephone: (304) 558-2251
 Fax: (304) 558-6414
www.wvsao.gov

July 14, 2021

Ms. Angela J. Brady, Clerk
 Upshur Co. Magistrate Court
 38 W. Main Street, Rm 204
 Buckhannon, WV 26201

Dear Ms. Brady:

Enclosed is a copy of the Report on Applying Agreed-Upon Procedures of the Upshur County Magistrate Court for the period ending December 31, 2020.

As the recipient, you are required to notify all members of the magistrate court of the receipt of this report and related correspondence and make the contents available for inspection by all such officers. You are also advised that this report, under the provisions of West Virginia Code §6-9-9a, is considered public information and must be made available for public inspection.

It is the responsibility of all members of the court to review the report and take the necessary actions to remedy all instances of noncompliance and weaknesses in internal control as listed in the Schedule of Comments.

Your cooperation is most appreciated. If I can be of assistance, please do not hesitate to contact this office.

Very truly yours,

Samantha L. Woods

Samantha L. Woods
 Deputy State Auditor
 Chief Inspector Division

SLW/gr

Enclosure

cc: Hon. Jacob E. Reger, Chief Judge
 26th Judicial Circuit

Hon. Kristie G. Tenney, President
 Upshur County Commission

Hon. Joseph Armstrong, Administrative Director
 Supreme Court

**ATTENTION:
FY2022 REAP COVERED ELECTRONIC
DEVICES RECYCLING GRANT APPLICATION
IS NOW AVAILABLE FROM THE
WVDEP REAP RECYCLING GRANT PROGRAM**

CED Recycling Grants are available to counties, municipalities and solid waste authorities for the purpose of establishing CED recycling or takeback programs. CED Recycling Grants are limited to a maximum of \$40,000. The first \$20,000 of a grant, shall not require the grantees to provide matching funds. Any amount over the first \$20,000 of a grant must be matched.

Grant applications and more information can be found at:
<https://dep.wv.gov/environmental-advocate/reap/cedprogram/Pages/default.aspx>

The application must be postmarked no later than August 31, 2021.

*This will be the last notification postcard mailed out. Future notifications will be sent out via email only. To ensure you are on our email list for future grant opportunities, please email us at:
depreapgrants@wv.gov

If you need additional assistance, please feel free to contact the
REAP Grant Program at 1-800-322-5530.



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: June 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	Ford Expedition	2CNDL73F556160712	126473	126904	431	49.5
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		431	49.5



UPSHUR

COUNTY, WEST VIRGINIA

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: June 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2020 F-250	IFT7XZB83LEE	4,063	4,738	675	23.60
Chris Alkire		84I72				23.76
Eric Poling						20.91
Loretta Koon						
GRAND TOTALS					675	68.27

U P S H U R

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: June 2021

[illegible]



UPSHUR

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: June 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2008 Toyota Tundra	5TBBV541B8551	90208	90732	524	0 16.2
Chris Alkire		4917				0 19.2
Eric Poling						0 8.5 (Bucket Truck)
Loretta Koone						0 14.93
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
GRAND TOTALS					524	0 58.83 0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year June 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
B Shreves	2019 Chevy 2500	2GC2KREG1121064	7950	8205	255	32
			GRAND TOTALS		255	32

Jun-21

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

[illegible]

UPSHUR

COUNTY, West Virginia

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT:

ADM

MONTH / YEAR:

June 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Erin Jo Bennett	ADM/BF/FINAL	1D6HB33F0T502127	75087		0	15.3
					0	15.73
			75775		0	13.63
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
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					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					1000	44.46

6/4/21
6/16/21
6/28/21



UPSHUR COUNTY COMMISSION
MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: June

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,431	103,437	6	
					9	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			Total Miles		6	

UPSHUR COUNTY SENIOR CENTER

TO: Upshur County Senior Center Board of Directors

FROM: Sarah Campbell/Ransom Hackett

MEETING: Senior Center Board of Directors

DATE: July 14, 2021

TIME: 12:00 PM

PLACE: Conference Room, UCSC

Minutes Attached

Director's Report Attached

Finance Report Attached

AGENDA

Call to Order

Roll Call

Approval of Minutes

Guest Presenter

None

Directors Report

Public Comments

Financial Report

Previous Business

Voluntary Benefit Changes

New Business

Rate Increases: LH/FAIR—new NGA coming

403B Fidelity Bond Requirement

FY22 LIFE Budget (new)

FY22 LIFE NGA

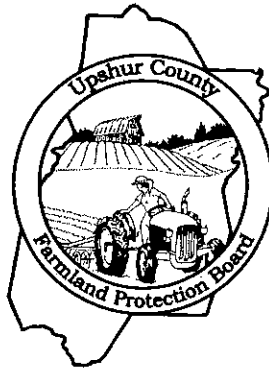
FY21 LIFE Budget Revision

Personnel Matters

Resignation of P. Gall

Next Meeting

Adjournment



Notice of Monthly Meeting Upshur County Farmland Protection Board

Location: WVU Upshur County Extension Services
91 W Main Street, Suite 102
Buckhannon, WV 26201
Date: July 15, 2021
Time: 6:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: June 2021

BUSINESS ITEMS – Discussion/Update/Action

- Queen easement – Status update:
 - o Title work – DB/PG updates
 - o Option Contract & Agreement - update
- County specific Hazardous Review Form
- Vacant Board seat - J. C. Raffety
- Association training
- Meeting minutes – Signatures required for 2020 & 2021 minutes (submit to Tabatha)

FINANCIAL MATTERS – Discussion/Update/Action

- FY21 Financial Spreadsheet / Financial Report
 - o Payment of Bills / Invoices --- Saddleback Services, Hymes & Coonts

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT

To Participate in the meeting virtually,
Please join the meeting from your computer, tablet or smartphone
<https://global.gotomeeting.com/join/392495053>
You can also dial in using your phone. United States: +1 (872) 240-3212 Access Code: 392-495-053

***Special Meeting of City Council of Buckhannon
9:00 A.M. in Council Chambers
Meeting Agenda for Wednesday, July 21, 2021***

A. Call to Order

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

B. Strategic Issues for Discussion and/or Vote

- B.1 Approval City of Buckhannon Appointments FY 2021/2022**

C. Comments and Announcements

- C.1 Mary Albaugh**
- C.2 Pamela Bucklew**
- C.3 C J Rylands**
- C.4 David Thomas**
- C.5 Jack Reger**
- C.6 Randall Sanders**

D. Mayor's Comments and Announcements

E. Adjournment

POSTED 07/16/2021

**UPSHUR COUNTY PUBLIC LIBRARY
Annual Meeting Agenda
Wednesday, July 21st, 2021, 4:00 p.m.**

- I. Call to Order
- II. Reading/Approval of last year's annual meeting minutes
- III. Election of Officers
- IV. Adjournment

**Board of Directors Meeting Agenda
Wednesday, July 21st, 2021, 4:00 p.m.**

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Correspondence
 - A. Letter from Angie Westfall-Snyder
- IV. Review/Approval of Monthly Financial Report
- V. Librarian's Report – see attachment
- VI. Unfinished Business
 - A. Parking lot
 - i. Light pole / traffic circle work
 - ii. Landscaping update
- VII. New Business
 - A. Bank paperwork?
 - B. Online Banking
 - C. Book sale during WV's Largest Yard Sale
- VIII. Friends of the Library update – Nancy
- IX. Setting date of next Board meeting
- X. Adjournment

Upshur County Public Library
July 2020 through June 2021

97

TOTAL

	Apr 21	May 21	Jun 21	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Income							
4020 · County Commission	0.00	11,625.00	0.00	46,500.00	46,500.00	0.00	100.0%
4030 · Board of Education	0.00	23,425.00	5,000.00	98,700.00	93,700.00	5,000.00	105.34%
4040 · Grant-in-Aid	23,708.00	0.00	0.00	94,829.00	94,828.00	1.00	100.0%
4060 · WVLC Svcs. to Lib. (admin fees)	15,062.00	0.00	0.00	60,250.00	60,248.00	2.00	100.0%
4150 · WVLC Other Grants	0.00	0.00	0.00	2,904.00			
4160 · Other Grants	0.00	0.00	0.00	10,000.00			
4230 · Unrestricted Gifts	535.98	256.58	105.96	3,964.07	6,000.00	-2,035.93	66.07%
4235 · Unrestricted - Ramp Dinner	4,562.50	1,000.00	0.00	11,737.50	12,500.00	-762.50	93.9%
4240 · Restricted - Memorial/Gift Matl	100.00	0.00	50.00	2,709.90	2,200.00	509.90	123.18%
4310 · Interest	7.10	8.49	6.43	132.44	200.00	-67.56	66.22%
4420 · Copies/Fax	463.60	448.00	789.33	5,588.94	6,700.00	-1,111.06	83.42%
4450 · Fines	117.80	94.25	164.20	1,785.33	3,500.00	-1,714.67	51.01%
4490 · Other fees-cards, JD, earbuds	271.00	27.00	132.50	1,068.85	650.00	418.85	164.44%
4730 · Fundraisers	20.00	190.60	0.00	3,317.25	1,000.00	2,317.25	331.73%
Total Income	44,847.98	37,074.82	6,248.42	343,487.28	328,026.00	15,461.28	104.71%
Expense							
6020 · Wages	16,314.05	15,860.82	16,879.04	195,338.00	205,735.00	-10,397.00	94.95%
6030 · FICA	1,011.48	953.34	1,046.53	12,110.97	12,756.00	-645.03	94.94%
6040 · Medicare	236.55	229.97	244.76	2,832.37	2,983.00	-150.63	94.95%
6050 · WV Public Employees Retirement	1,382.99	1,319.31	1,417.27	16,439.73	16,326.00	113.73	100.7%
6060 · Insurance (Employer Paid)	1,692.76	1,692.76	1,692.76	20,513.12	20,095.00	418.12	102.08%
6061 · RHBT (Employer Paid)	640.00	640.00	640.00	7,680.00	8,064.00	-384.00	95.24%
6080 · WV Unemployment	215.33	143.86	55.55	1,479.16	3,000.00	-1,520.84	49.31%
6090 · Workers Comp.	0.00	0.00	487.19	487.19	700.00	-212.81	69.6%
6110 · Books	1,388.89	1,023.80	1,223.52	10,782.60	9,800.00	982.60	110.03%
6112 · Memorial/Gift Materials	195.32	202.93	300.30	2,458.80	2,200.00	258.80	111.76%
6140 · Periodicals/Newspapers	0.00	36.00	0.00	1,840.58	1,500.00	340.58	122.71%
6143 · Electronic Books	861.76	0.00	1,440.65	4,566.59	2,500.00	2,066.59	182.66%
6151 · Audios	157.79	0.00	361.08	1,601.11	1,500.00	101.11	106.74%
6152 · DVD's	47.68	123.25	209.04	958.63	1,200.00	-241.37	79.89%
6230 · Other Grant Expenditures	1,700.00	32.00	7,860.22	14,214.37	12,200.00	2,014.37	116.51%
6251 · Parking Lot Expenditures	0.00	0.00	0.00	18,440.18			
6310 · Office/Library Supplies	279.38	240.02	351.50	3,401.41	3,200.00	201.41	106.29%
6350 · Postage	101.90	390.90	94.90	1,545.33	1,700.00	-154.67	90.9%
6521 · Equipment/Furniture	0.00	1,241.67	319.94	1,836.70	1,500.00	336.70	122.45%
6541 · Equipment Maint.	0.00	0.00	0.00	295.00	200.00	95.00	147.5%
6552 · Software/Elec. Sub./Maint. fees	0.00	156.51	587.00	2,833.62	3,000.00	-166.38	94.45%
6670 · Vehicle Maintenance	0.00	0.00	890.64	890.64	300.00	590.64	296.88%
6720 · Bldg. Maint. (inc. janitorial)	325.02	5.29	0.00	933.00	1,000.00	-67.00	93.3%
6742 · Utilities - Electric	1,705.10	1,249.67	2,652.95	17,495.89	23,500.00	-6,004.31	74.45%
6743 · Utilities - Water/Waste	85.85	85.85	175.24	1,033.01	1,200.00	-166.99	86.08%
6750 · Telephone	233.98	221.19	434.52	2,594.65	2,400.00	194.65	108.11%
6755 · Internet Service	105.00	105.00	210.00	693.00	189.00	504.00	366.67%
6760 · Insurance - Building & Bonds	0.00	0.00	0.00	728.00	730.00	-2.00	99.73%
6910 · Public Info./Programming	15.69	0.00	394.85	417.35	800.00	-382.65	52.17%
6920 · Memberships	50.00	0.00	150.00	200.00	250.00	-50.00	80.0%
6930 · Travel/Meetings/Cont. Ed./Conf.	101.61	0.00	285.22	664.53	3,000.00	-2,335.47	22.15%
6950 · Fundraising Expenses	41.58	0.00	0.00	614.28	50.00	564.28	1,228.56%
6960 · Ramp Dinner	0.00	4,056.25	290.35	4,346.60	4,800.00	-453.40	90.55%
6970 · Professional & Misc. Fees	0.00	40.00	40.00	159.96			
6980 · Audit	0.00	0.00	0.00	1,728.00	1,800.00	-72.00	96.0%
Total Expense	28,889.71	30,080.39	40,735.02	354,154.17	350,178.00	3,976.17	101.14%
Net Income	15,958.27	6,994.43	-34,486.60	-10,666.89	-22,152.00	11,485.11	48.15%

I. Employees

A. Rebecca Ball submitted her resignation as a part time circulation clerk in mid-June. She has training as a CNA, and found a full time job with benefits, etc., in Bridgeport. Her last day at the library was June 29th.

B. We interviewed 2 candidates to replace Rebecca, and decided to hire Sawyer Alderman. Sawyer's first day was on July 5th.

II. Technology

A. Broadband

1. Our new broadband circuit provided by the WV Library Commission is now live throughout the building on both desktop PCs and Wi-Fi. We are seeing some varying speeds on our computers and on the Wi-Fi, anywhere from around 90 MB/s to almost 300 MB/s, but all speeds are very much improved over what we had before. The wide difference in speeds is because we have a mix of very old routers and switches and some brand new hardware. At some point early in this fiscal year, the Library Commission is planning on buying additional routers and other hardware to finish replacing all of our older hardware.

2. One of the remaining problems we are still having with our broadband is with the Wi-Fi in the back of the building. Some work has been done to get the Commission provided Wi-Fi to work throughout the back of the building, but it was held up due to the Office of Technology changing their help desk ticketing system, etc. Once the Wi-Fi is working correctly throughout the building, I would like to stop using Raven Rock/Lynx.

B. New emails

1. At some point within the next few weeks, Beth and I will be getting new email addresses. We have not been told what they will be, but please be on the lookout for our new addresses. We will be giving everyone on staff an email, including the part timers, once we find out more information about this program.

III. Summer Reading 2021

A. We held a "hybrid" program this year, meaning it was both in person and online, throughout the month of June. It seemed like it went well, but participation was still down somewhat from our normal summer reading participation, whether that is due to COVID or other factors. We had the following participation this year:

- Early Literacy (birth-5) – 55
- Children (6-12) – 99
- Teen (13-18) – 23
- Adult (18+) – 57

IV. Programming

A. Summer Reading 2021 programs/events

1. Storyteller JoAnn Dadisman – 2 sessions, 10 attendees
2. WV Raptor Rehabilitation Center – 28 attendees
3. Magician Ethan Linger – 78 attendees
4. Summer Reading Wrap Party at the Game Farm – 54 attendees

B. In person programming has started back up slowly over the past couple of months. Most programs that we are holding are outdoors, weather permitting, so as to avoid any COVID related issues, though we have held some smaller programs indoors. A recap of programming statistics is below:

1. Book Club - We continue to average three people attending in person, while up to six people are taking and reading the book, but not attending the meeting due to other commitments, etc.
2. Outdoor story time – We have held 4 outdoor story times, weather and vacation permitting, since May. There were a total of 42 children and 31 adults who attended these programs.
3. Outdoor Yoga – On Saturdays, we have been using some of the money from the Pallotine Foundation to hold yoga classes both for adults and for kids. We have had 29 sessions with an average attendance of 6 at each session.

C. Upcoming programs

1. In August, we are working on a 4 program series about cryptids (monsters from local folklore, like Bigfoot or the Mothman).
2. Also in August, we had a local lawyer, Kyle Nuttall, offer to do a program on estate planning for adults.

V. Affiliates & Continuing Education

A. Clay County was officially added as an affiliate to our Service Center as of July 1. We discovered there was an issue with Clay County not having the correct FEIN number for tax and payroll purposes, so their former Service Center, South Charleston Public Library, will still be running their payroll temporarily until Clay Co. gets that fixed or the end of the calendar year, whichever comes first.

B. Paul visited Gassaway on 6/9/21, to complete their Service Center evaluation and attend their board meeting.

C. Paul visited Elkins, Russell Memorial and Valley Head on 7/15/21.

UPSHUR COUNTY YOUTH CAMP BOARD

May 20, 2021

The Upshur County Youth Camp Board met in regular session on Thursday, May 20, at the WVU Extension Office. The meeting was called to order at 6:30 pm by Vice President Craig Presar. Board members present were Gini Croaff (virtual), Debbie Hull and Thanna Wentz. President Glen Hawkins did not attend. Also attending were camp manager Greg Woody and Chris Cartwright, a forestry consultant.

The secretary's report for the April 6, 2021 meeting was approved with the following corrections: (1) rental of the dining hall is \$100.00-not \$200.00, (2) Camp Consume had requested an air conditioner be placed in the "hunter's cabin" to accommodate their leaders. This was approved and AC has already been installed. The corrected secretary's report and the April financial report were approved by motions made Debbie and Gini and seconded.

Old Business:

1. Chris Cartwright showed a map of the area the timber in question is on. He said that, professionally, he felt that it was a good time to try again to sell the timber. He said he would work for 5% of the sale and the amount of the sale should be between \$42,000 and \$45,000. Our first step is to recommend to the Commissioners that we be allowed to hire Mr. Cartwright to pursue the sale of the timber. This was made into the form of a motion by Thanna and seconded by Debbie.
2. Gini's work on the brochure was presented and approved with a few minor changes;(1) the address of the camp is incorrect, (2) need to add our facebook address, (3) archery range needs to be added to the "events" listed and (4) a different picture of camp activities be added. Craig will research for the best place to have them printed after these changes have been made.
3. Craig's office has purchased 4 hybrid chestnut trees from WesMonTy. He wants each of the 4 tribes to decide where "their" tree should be planted. Greg reminded us that they need to be planted where the chestnut burrs won't be a hindrance to camp activities.

New Business:

1. Thanna stated that Frontier had contacted her this month advising that we have been paying extra for a service that was in the original contract all along. The difference is \$15.95, which was reflected in this months' bill.

Gregs' Comments:

1. He has been approached again by members of the Selbyville fire department asking us to sell them the storage building adjacent to their building. Since there is no place else to store the items in the building, it is not for sale.
2. Genesis Church group and Lewis County Band have cancelled their weeks' of camp for the summer. That leaves Judson Church and Camp Consume on the schedule.
3. The D&E Soccer coach did not follow through after his original call to inquire about availability of the camp for their summer camp.
4. Both church groups will be using the pool, but he will not fill it until time for them to be there (towards the end of June)
5. Craig has 15 campers registered for older 4-H day camp and only 1 for younger camp.
6. There have been 15 workers employed to work at the camp for the summer.
7. He will be attending DEP Water Safety classes on June 6 & 7.
8. The Glen Ford water fountain has a serious leak
9. He will need signed checks to pay for bread delivery.

There being no further business, the meeting was adjourned at 7:30 pm. The next meeting will be held at the camp on June 17 at 6:30 pm.

Respectfully submitted,

Thanna Wentz

UPSHUR COUNTY YOUTH CAMP BOARD

AGENDA

May 20, 2021

Call to order

Secretary Report

Financial Report

Old Business:

1. Introduce Chris Cartwright who will give us his professional opinion on the profitability of selling the timber at this time
2. Discussion on the year's budget following Commissioner's approval
3. Submission of Gini's brochure for discussion. Proceed with printing?
4. Other old business

New Business:

1. Frontier found an error in our billing. We were paying extra for a service that was included in the original contract. A \$15.95 decrease in our favor.
2. Other new business

Greg's comments:

Adjournment

Next meeting: June 17, 2021 6:30 pm. Meeting location

Tennerton Public Service District
Monthly Meeting
June 9, 2021

The regular monthly meeting of the Tennerton Public Service District was held at the District office at 188 Fayette Street, Buckhannon West Virginia on Wednesday June 9, 2021

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

The meeting was called to order promptly at 2:00 pm by Joe Tenney chairman. The minutes of the previous meeting held on May 19, 2021 were read, there being no corrections or additions, motion to approve was made by Joe Tenney, seconded by John Barnes.

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

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

Terry Gould reported on the following:

*The new rate increase is in effect. The city was not able to implement the new minimum bill because their system cannot prorate the .55 per 1000. We're ok with that.

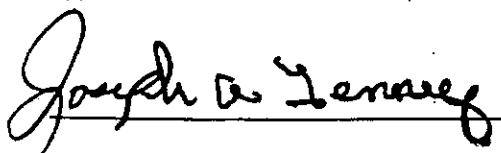
*Our CWCR (Cash Working Capital Revenue) account that we are required to have will be set up at First Community Bank. 1.92% of revenues each month should be deposited.

*TPSD would like to be doing all the billing for our customers. We will check on doing billing for the East Side. If we could secure security deposits it would help cover the cost of renters leaving without paying their bill.

*Tim Shaw from High Point Builders needed a water tap. He offered to install at no cost, paid the tap fee, and Terry inspected.

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

Approved

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

**Upshur County Solid Waste Authority
Board of Directors Meeting
MINUTES
June 14, 2021**

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:30 PM on June 14, 2021.

Present at the meeting were: Joyce Harris-Thacker, James S. "Jay" Hollen, III, Mary Gower, Paul Richter, Jackie McDaniels and Director Belinda Lewis. A quorum was present. There was one guest present – Paula Stone, a member of the community interested in filling Paul Richter's position on the Board.

Minutes of the May 10, 2021 meeting had previously been sent to the members and were part of the Agenda packet. A motion to accept the minutes by Jackie and seconded by Paul. Motion carried. The minutes were signed by the Chair and Director.

The Financial Report for May was presented by the Treasurer, Jay. Register Reports for the four bank accounts with First Community Bank covering May 2021 were presented. The ending balances for the accounts are as follows:

	<u>April</u>	<u>May</u>
• REAP Account	\$ 100.00	\$ 100.00
• SWMB Account	\$ 3,387.75	\$ 3,142.05
• Money Mkt Account	\$ 19,565.11	\$ 19,565.61
• Operating Account	\$ 16,800.84	\$ 18,864.79

A motion to accept by Mary and seconded by Paul. Motion carried.

Director's Report:

Belinda Lewis presented a written copy of the Director's Report for the period from May 11th through June 14, 2021, a copy of which is attached as part of the minutes. She talked about the office email account being hacked, the FY 2022 REAP Grant, Budget Modifications for the SWMB Grant and the 5-year update of the Comprehensive Litter and Solid Waste Control Plan

Guest:

Paula Stone was present. She is interested in replacing Paul Richter as representative of DEP on the Upshur County Solid Waste Authority.

Old Business:

- **Upshur County Comprehensive Litter and Solid Waste Control Plan Five-Year Update**
A discussion was held on the progress of updating the Upshur County Comprehensive Litter and Solid Waste Control Plan. Belinda is gathering updated information from different sources and hopes to have the draft complete by July.

- **FY 2022 UCSWA Budget**

A motion to accept the FY 2022 UCSWA Budget as presented was made by Jackie and seconded by Paul. Motion carried.

At this time, the UCSWA went into Executive Session at 4:43 p.m. to discuss the director's salary and reconvened at 5:01 p.m. Jay moved to increase the Director Salary line item in the budget to \$15,000, with the Director's Salary listed as \$1.2k per month plus benefits; seconded by Mary. Motion carried.

A motion to accept the FY 2022 UCSWA Budget, as amended, was made by Paul and seconded by Jackie. Motion carried.

- **Board Member Appointment**

Paula Stone is interested in serving on the Board, replacing Paul Richter, who represents DEP. Belinda had Paula complete the form given to her and will contact DEP.

- **FY 2021 SWMB Grant Resolution for Budget Modifications**

A motion was made by Paul to allow the Chair to sign the Budget Modification Resolution as approved at the May 10, 2021 meeting. Seconded by Mary. Motion carried.

- **Sworn Statement of Expenditures FY 2020**

A motion for the Chair to sign the FY 2020 Sworn Statement of Expenditures was made by Jackie and seconded by Jay. Motion carried.

New Business:

- **FY 2022 REAP Grant Submission**

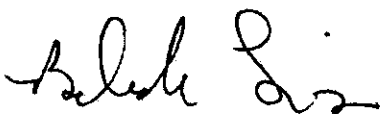
Jackie made a motion to approve the submission of the FY 2022 REAP Grant in the amount of \$5841. Seconded by Mary. Motion carried.

- **Small Government Monitoring Program 2020**

After determining that Director Belinda Lewis would be willing to participate, Jay made a motion that the UCSWA once again participate in the Small Government Monitoring Program for 2020. Seconded by Paul. Motion carried

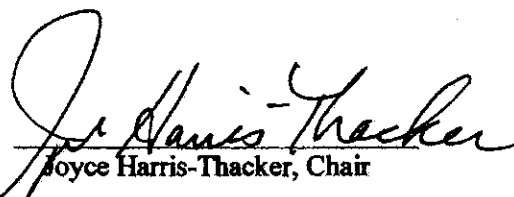
With no further business, the meeting adjourned at 5:38 p.m.

Respectfully Submitted,



Belinda Lewis, Director
June 14, 2021

(Signature Copy to be maintained in the UCSWA Office)



Joyce Harris-Thacker, Chair

UPSHUR COUNTY SOLID WASTE AUTHORITY

DIRECTOR'S REPORT— Belinda Lewis

Period from May 11th through June 14th, 2021

Activities include.

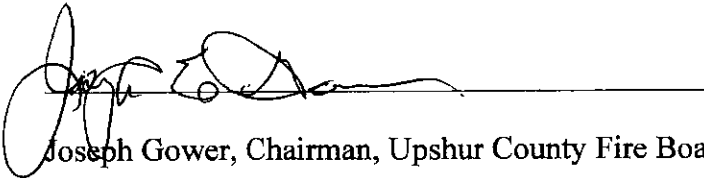
- Prepared and distributed by email the minutes of the 5/11/2021 meeting.
- Checked ~~email~~ email daily.
- Checked mail at Post Office every day.
- Received email of Direct Deposit to Operating Account in the amount of \$2128.82.
- Received monthly bank statements on the four accounts and reconciled balances for May. I printed Register Reports for the bank accounts showing current month transactions for the Operating and Money Market accounts and all transactions for REAP and SWMB accounts for the current grants.
- Prepared checks for payment of bills for the June meeting.
- Prepared agenda and packets for June 14th Board Meeting and emailed a copy of the agenda to members, Ms. Phillips and the Record Delta.
- Cleaned office.
- Fielded many calls on my cellphone about recycling.
- Worked on REAP Grant, which is due June 30th.
- Working on retyping the UCSWA Comprehensive Litter and Solid Waste Control Plan 5-year update. (This is a big job)
- I had a HUGE mess. Someone hacked into the office email account and sent a letter to EVERYONE asking them to send gift cards to me! (I would die before I would ever ask anyone for anything!). I've set up a new account and am working on contacting everyone with the new address
- Worked on preparing 2021-2022 UCSWA Budget.
- Picked up trash near and around the UCSWA office.
- Contacted Jessica Kirk about the Small Government Monitoring Program's final report.
- Mailed SWMB Grant Revisions prior to the June 1st deadline.

Thanks—Belinda

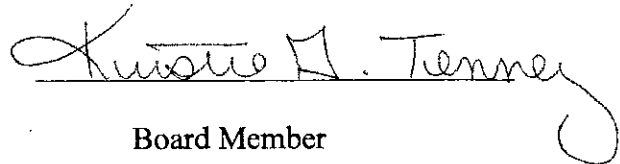
**Upshur County Fire Board Meeting
June 15, 2021**

The meeting was cancelled due to lack of a quorum.

The next meeting of the Board will be June 22, 2021.



Joseph Gower, Chairman, Upshur County Fire Board



Board Member

Upshur County Fire Board Meeting
June 22, 2021

Members Present: Joe Gower, Kristie Tenney, Larry Alkire, and Derek Long

Members Absent: Rick Harlow, Clifton Shaw, and Tom O'Neill.

Others Present: Bill Green, Kevin Huffman, and John Roby, guests; and Toni Newman-Fire Fee Clerk

The meeting was called to order by Chairman Joe Gower at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from May 18, 2021, were approved on motion by Kristie Tenney and second by Derek Long.

The Fire Fee Clerk reported the 2020 fees remain at 86 percent collected.

The Sheriff's Office will be moving the fire fee collections account from First Community Bank to Citizens Bank of WV. This will result in a slightly higher interest rate for the account and save fees that would have accrued at First Community.

The checking account balance as of 05/31/2021 was \$66,666.53. The disbursement from the Chief Tax Deputy was \$1,160.04 for May.

The following invoices were reviewed and approved upon motion by Derek Long and second by Larry Alkire:
 *Software Systems---monthly maintenance---Invoice # 34941---\$228.00.

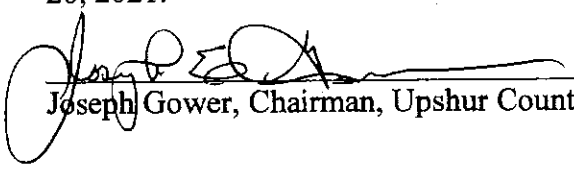
After discussion and on motion by Derek Long and second by Larry Alkire; the Board rescinded the previous motion approval and then approved a final disbursement of 2020 funds of \$4,000.00 to each VFD. This action was taken to maintain the 10 percent of the fees generated or a maximum of \$30,000.00 reserve as stipulated in the Fire Fee Ordinance.

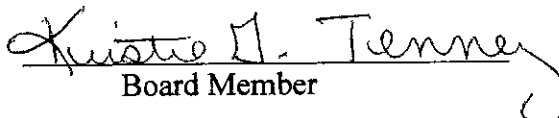
Discussion of unpaid fees by state agencies ensued. On motion by Derek Long and second by Larry Alkire, the Board approved to send current and delinquent fees to the Department of Highways at the Charleston address based on advice from Prosecuting Attorney, Brian Hinkle.

Discussion of unpaid fire fees and civil action ensued. This item will be tabled until the September meeting to allow time for Fire Fee clerk to ascertain the amount of delinquent fees per person who habitually do not pay.

There were 253 corrective tickets (personal property mobile homes) this month approved on motion by Derek Long and second by Kristie Tenney. Additionally, there were 3 exoneration tickets approved by the Board.

There being no further business, the meeting adjourned at 7:30 p.m. The next meeting of the Board will be July 20, 2021.


 Joseph Gower, Chairman, Upshur County Fire Board


 Board Member