

**STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WIT:**

A regular meeting of the Buckhannon City Council was held September 15, 2016 at 7:00 pm at City Hall with the following in attendance:

Mayor	David McCauley	Present
Assistant City Recorder	Amberle Jenkins	Absent
Council Member	Mary Albaugh	Present
Council Member	Robbie Skinner	Present
Council Member	CJ Rylands	Present
Council Member	David Thomas	Absent
City Attorney	Scott McClure of McClure & Goad PLLC	Present
Street/ Waste Superintendent	Jerry Arnold	Present
BPD Chief	Matt Gregory	Present
Water Line Superintendent	Kelly Arnold	Present
Water Plant Superintendent	Tom Landis	Present
Sanitary Dept. Superintendent	Erasmus Rizo	Present
Office Clerk	Barbara Hinkle	Present
Office Clerk	Shayla Gowers	Present
WVWC Intern/ Student Body President	Chad Wall	Present
Record Delta Newspaper		Present
Intermountain Newspaper		Present
Channel 3 TV		Present
WDTV- Channel 5 News		Present

The following guests were also present:

**City of Buckhannon  
City Council Meeting Attendance Record**

Name – Please write clearly	Street Address	Do you desire to address Council? Yes or No and if Yes, State Topic
ROBERT OSBURN	1 TAMM DRIVE	Y (N)
Trisha Circoasta	59 College AV	Y (N)
Logan Greenlee	85 Fayette St.	Y (N)
Shanna Luster	59 College Ave.	Y (N)
MARIA BRAY	115 Chestnut St	Y (N)
Chad Wall	39 Stoux Drive	Y (N)
Michael Gowers	17 Lincoln Way	Y (N)
Amberle Jenkins		Y N

**Meeting Agenda Posted 09-12-2016**

**City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday September 15, 2016**

- A.
  - A.1 PUBLIC HEARING- Ordinance 2016-006 TV Cable Franchise Renewal
  - A.2 PUBLIC HEARING- Ordinance 2016-008 Downtown Parking
- B. Call to Order
  - B.1 Moment of Silence
  - B.2 Pledge to the Flag of the United States of America
  - B.3 Mayor's Greetings
- C. Recognized Guests
  - C.1 Rob Hinton-UCDA- Power Grant Update
  - C.2 Proclamation- Upshur County Soccer Team Blue Lightning Champions
- D. Department and Board Report
  - D.1 Police Chief-Matthew Gregory
  - D.2 Water Department – Water Line Superintendent Kelly Arnold & Water Plant Superintendent Tom Landis
  - D.3 Sanitary Department – Superintendent Erasmo Rizo
  - D.4 Scott McClure/McClure Goad PLLC-City Attorney
    - Draft Property Transfer Deed to UCDA
  - D.5 Amberle Jenkins-Report
- E. Correspondence
  - E.1 FOIA Request for PO/Vendor Information-SmartProcure
  - E.2 FOIA Request for Environmental Site Assessment –AEC, LLC
  - E.3 BiCentennial Celebration Notes
  - E.4 UCAA Flyer- Young Eagles Program Flying Eagles Day

- E.5 Proclamation- 9-11 A Day To Remember
  - E.6 Proclamation-Constitution Week
  - E.7 Notice of Planning Commission Public Meeting Oct. 24, 2016
  - E.8 2016 State Auditor’s Training Seminar for Municipal Officials & Assistants Oct. 26, 2016
  - E.9 Letter to DOH regarding Upcoming Parades
- F. Consent Agenda
    - F.1 Approval of Minutes – Regular meeting September 1
    - F.2 Approval of Building and Wiring Permits
    - F.3 Approval of Payment of the Bills
- G. Strategic Issues for Discussion and/or Vote
    - G.1 TV Cable Board Franchise Ordinance 2016-006 – Third and Final Reading
    - G.2 Downtown Parking Ordinance 2016-008 – Third and Final Reading
    - G.3 Recommendation for .50 cent per hour increase for all full time hourly employees
    - G.4 Public Safety Complex Improvements Phase I Cost Estimate
    - G.5 PTS Solutions Annual Maintenance Agreement
    - G.6 DUI Grant Oct. –Jan., 2017-to Authorize Mayor’s Signature
    - G.7 Ordinance 2016-010 Property Transfer to UCDA First Reading
    - G.8 New Stop Signs at College & Railroad Avenues’
- H. Comments and Announcements
    - H.1 Mary Albaugh
    - H.2 Pamela Cuppari
    - H.3 C J Rylands
    - H.4 Robbie Skinner
    - H.5 David Thomas
- I. Mayor’s Comments and Announcements
    - I.1 Good to Great Way College Ave Sidewalk Project Dedication
    - I.2 Buckhannon’s BiCentennial Boulder
    - I.3 Diversity Day-Dedication of Diversity Rock & Ace Mumford Home
- J. Adjournment

POSTED 9-12-2016

**Public Hearing: Ordinance No. 2016-006 TV Cable Franchise Renewal**

Mayor McCauley asked for comments or concerns regarding Ordinance 2016-006. After hearing no comments, Public Hearing of Ordinance 2016-006 was adjourned at 7:03 p.m.

**NOTICE OF PUBLIC HEARING OF THE COUNCIL OF THE CITY  
OF BUCKHANNON AND OF PROPOSED ADOPTION OF ORDINANCE  
BY THE COUNCIL OF THE CITY OF BUCKHANNON**

TO: All residents of the City of Buckhannon

Pursuant to Chapter 24D, Article 1, Section 1, et seq., and further pursuant to Chapter 8, Article II, Section 3 (9) of the West Virginia Code, as amended, notice is hereby given to all residents of the City of Buckhannon of the City Council’s proposed adoption of Ordinance No. 2016-006 of the City of Buckhannon, the subject matter and general title, and abstract of which more particularly appear in said Ordinance as “ORDINANCE NO. 2016-006 OF THE CITY OF BUCKHANNON, AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CEQUEL III COMMUNICATIONS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOING BUSINESS AS SUDDENLINK COMMUNICATIONS, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF BUCKHANNON, WEST VIRGINIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; SUPERSEDING ALL PREVIOUS CITY OF BUCKHANNON ORDINANCES WITH RESPECT TO THIS FRANCHISE.”

The Council of the City of Buckhannon proposes the third (3rd) reading, passage and adoption of Ordinance No. 2016-006 at the regularly scheduled City Council meeting to be held on Thursday, September 15, 2016, at 7:00 p.m. o’clock, at Buckhannon’s City Hall located at 70 East Main Street in Buckhannon, Upshur County, West Virginia. A reasonable number of copies of the proposed Ordinance No. 2016-006 are on file at City Hall. Ordinance No. 2016-006 may be inspected by any member of the public during the regular business hours of City Hall.

All interested persons may appear at the September 15, 2016 meeting and be heard with respect to the City Council’s proposed adoption of Ordinance No. 2016-006.

\_\_\_\_\_  
Amberle Jenkins, Assistant City Recorder

August 30, 2016

The Record Delta  
Attention: Legal Advertisement Department  
2B Clarksburg Road PO Box 550  
Buckhannon, WV 26201

RE: Class II Legal Advertisement - City of Buckhannon

Dear Ladies and Gentlemen:

Please find attached herewith a "NOTICE OF PUBLIC HEARING OF THE COUNCIL OF THE CITY OF BUCKHANNON AND OF PROPOSED ADOPTION OF ORDINANCE BY THE COUNCIL OF THE CITY OF BUCKHANNON," which I request your newspaper publish twice as a legal advertisement in your Friday editions of September 2 and 9, 2016, respectively.

Following the second publication of the attached legal advertisement on Friday, September 9, 2016, please forward your Publisher's Certificate and Affidavit along with your Publisher's statement to Assistant City Recorder, Amberle Jenkins, at City Hall.

Should you have any questions or comments whatsoever concerning the publication of this legal advertisement, please contact me at City Hall at 304-472-1651, immediately. Thank you for your assistance in this matter. This letter and attached legal advertisement are being transmitted to you by e-mail attachment and further will be sent by U.S. Postal Service to you at your North Locust Street Office.

Very truly yours,

Amberle Jenkins, Assistant City Recorder

Attachment - Legal advertisement - notice of public meeting re: Ordinance #2016-006

cc: Members of City Council  
David McCauley, Mayor  
Scott E McClure, City Attorney

**Public Hearing: Ordinance No. 2016-008 Downtown Parking**

Mayor McCauley asked for comments or concerns regarding Ordinance 2016-008. After hearing no comments, public hearing of Ordinance 2016-008 was adjourned at 7:04 p.m.

**NOTICE OF PUBLIC HEARING OF THE COUNCIL OF THE CITY  
OF BUCKHANNON AND OF PROPOSED ADOPTION OF ORDINANCE  
BY THE COUNCIL OF THE CITY OF BUCKHANNON**

TO: All residents of the City of Buckhannon

Pursuant to Chapter 8, Article II, Section 3, Paragraph (1) of the West Virginia Code, as amended, notice is hereby given to all residents of the City of Buckhannon of the City Council's proposed adoption of Ordinance No. 2016-008 of the City of Buckhannon, the subject matter and general title, and abstract of which more particularly appear in said Ordinance as "ORDINANCE NO. 2016-008 OF THE CITY OF BUCKHANNON, AN ORDINANCE AMENDING, MODIFYING AND RE-ENACTING ARTICLE 361 OF THE CODIFIED ORDINANCES OF THE CITY OF BUCKHANNON, UPSHUR COUNTY, WEST VIRGINIA REGARDING PARKING"

The Council of the City of Buckhannon proposes the third (3rd) reading, passage of Ordinance No. 2016-008 at the regularly scheduled City Council meeting to be held on Thursday, September 15, 2016, at 7:00 p.m. o'clock, at Buckhannon's City Hall located at 70 East Main Street in Buckhannon, Upshur County, West Virginia. A reasonable number of copies of the proposed Ordinance No. 2016-008 are on file at City Hall. Ordinance No. 2016-008 may be inspected by any member of the public during the regular business hours of City Hall.

All interested persons may appear at the September 15, 2016 meeting and be heard with respect to the City Council's proposed adoption of Ordinance No. 2016-008.

\_\_\_\_\_  
Amberle Jenkins, Assistant City Recorder

August 30, 2016

The Record Delta  
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2B Clarksburg Road PO Box 550  
Buckhannon, WV 26201

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Very truly yours,

Amberle Jenkins, Assistant City Recorder

Attachment - Legal advertisement - notice of public meeting re: Ordinance #2016-008

cc: Members of City Council  
David McCauley, Mayor  
Scott E McClure, City Attorney

Mayor McCauley called the meeting to order followed by a moment of silence and the Pledge of Allegiance. Mayor McCauley asked for those in attendance to keep Assistant Recorder Amberle Jenkins' father and Council Pamela Cuppari's husband, Jim, in their best thoughts and prayers due to recent health issues.

## Guests

- **Upshur County Soccer Team Blue Lightning Champions-Proclamation**

### MAYOR'S PROCLAMATION

**Whereas, UPSHUR COUNTY'S YOUTH SOCCER TEAM, THE BLUE LIGHTNING**, recently completed its spring season going undefeated during their regular season; and,

**Whereas, the BLUE LIGHTNING** then proceeded to win the Colt Classic Championship in Barbour County on May 14, 2016, qualifying them to participate in the State Championship in Barboursville, West Virginia; and,

**Whereas, on June 3, 2016, the BLUE LIGHTNING** faced Summersville for the 2016 Open Cup State Soccer Championship, defeating Summersville and securing their perfect, undefeated season; and,

**Whereas, our entire Buckhannon-Upshur community is very proud of our youth soccer program and especially the members of our State Champion BLUE LIGHTNING squad that includes Kaitlyn Evans, Emily Evans, Tanley Triplett, Lexi Kelley, Tiffany Landis, Ashley Catlin, Madison Shipley, Kaitlin Oliveto, Olivia Barton, Emily Sharp, Christina Burkhammer & Kendal Currence, along with Head Coach Ryan Triplett & Assistant Coaches Carrie Barton & Chris Catlin; and,**

**Whereas, our B-U community's soccer future is very bright as demonstrated by the tremendous success of the BLUE LIGHTNING during the past spring season bringing a State Championship to Buckhannon.**

**NOW, THEREFORE, I, DAVID W. McCAULEY, MAYOR OF THE CITY OF BUCKHANNON**, pursuant to the power & authority duly vested in me, do hereby proclaim Thursday, September 15, 2016 to be "**BLUE LIGHTNING DAY**" throughout our City of Buckhannon.

I further urge all of our residents to thank & greet all members of our City's most honored **STATE CHAMPION BLUE LIGHTNING SOCCER TEAM**, along with their families, friends, & all members of our City government family during their most special day on Thursday, September 15, 2016.

Given under my hand & the official seal of The City of Buckhannon,  
this 15th day of September, 2016

**David W. McCauley, Mayor**

- **Rob Hinton- UCDA- Power Grant Update**

From: <[rob@upshurda.com](mailto:rob@upshurda.com)>  
Date: Thu, Sep 15, 2016 at 5:07 PM  
Subject: Can't Make Council Meeting  
To: David 'McCauley' <[mccauley@wvwc.edu](mailto:mccauley@wvwc.edu)>  
Cc: Robbie Skinner <[rskinner@dyerinsgroup.com](mailto:rskinner@dyerinsgroup.com)>

Mayor McCauley,

I apologize for the late notice, but I will be unable to attend this evening's council meeting. I appreciate the consideration of having me on the agenda to brief the council on the POWER Grant program and I hope that you will share the following update in my absence.

POWER Grant – SUCCESS!

The Upshur County Development Authority with the support and dedication of the City of Buckhannon was privileged to be awarded the fourth largest POWER investment for the entire program and the second largest in WV. We were the largest United States Economic Development Administration investment in WV. This speaks volumes about how Buckhannon is viewed and how well respected our community is to have had the support and trust of being awarded this sizable investment. The total award was \$2,285,049 and yes that is shy of the grand slam we requested of \$3,000,000, however this is still a big success for our community. UCDA would not have been able to achieve this success without the City of Buckhannon as a key partner and we appreciate the overwhelming support by the city of Buckhannon and their investment and commitment into this project. UCDA, even though the grant award is less than originally requested, will still proceed with the project as planned. Currently we are reviewing the original cost estimates with the engineers and identifying the correct scale of the building based on the actual funding we received. UCDA will be providing matching funds for the grant with debt financing. Originally we had planned on building a 28,500 square foot three story building, we may have to scale down the size to fit the new budget, probably somewhere around 25,000 square feet. However the engineers are currently working on exact costs and that number might be different depending on their calculations. We intend to begin and implement a marketing campaign to recruit more businesses to the facility, in addition to those businesses that have previously verbally committed. We are now able to confidently implement a marketing program since the building is now a reality, which has made marketing efforts tough with the outcome of the grant being unknown.

We look forward to sharing more news about the project as things progress and I apologize for not being able to address the council in person as was planned. As always, my door is always open to answer any questions anyone may have. Thank you.

Robert Hinton

Executive Director  
Upshur County Development Authority  
30 East Main Street  
Buckhannon, WV 26201

### **Department and Board Reports:**

- **Matt Gregory- Chief of Police** reported on the following:

City Council Report – 9/15/16  
Buckhannon Police Department

1. In our continued partnership with WV Wesleyan College, the Buckhannon Police Department has accepted two interns from the Criminal Justice Department for the Fall 2016 semester. Interns this semester are Emily Dunlap and Morgan Cox and they will be shadowing officers on patrol, observing investigations and other administrative matters.

The Buckhannon Police Department has also accepted Zach Paci as our new Service Scholar from WV Wesleyan College. Zach will be volunteering three days a week with the police department, assisting with such things as preparing and helping with community outreach programs, helping with a large variety of administrative reports, and other administrative matters.

2. In order to foster better student / police relations, the police department has met with the coaching staff of WVWC as well as Fraternity liaison, John Bohman, and all the fraternity presidents.
3. As a continuation of our partnership in education, the police department provided training to Head Start employees at their annual training conference. This year's training focused on drug recognition and enforcement.
4. The Buckhannon Police Department will be involved in this weekend's events – both the Touch-a-truck event on Friday night as well as the SYC Children's Festival on Saturday.
5. The PRO program is up and running at the Buckhannon Academy Elementary School. PRO officer Mark Stewart has reported that in the last month he has: Assisted with addressing unruly behavior with some students, assisted in fire drills and a school wide evacuation drill, is helping run the school's Safety Patrol (a program that has not been held at the Academy school for over 30 years), is teaching classes about bullying, and has helped to rearrange parking in the parent pick-up loop, thus helping with traffic congestion after school.

6. In light of the vagrancy / disorderly behavior issues that has occurred at Jawbone Park and other areas throughout town, the Buckhannon Police Department has stepped up a presence and enforcement of violations in these areas. Officers are frequently making contact with subjects in Jawbone Park, advising them not to sit or sleep on picnic tables or the stage. Officers are also foot patrolling the railroad tracks in areas as well as the walking trail (particularly during the night time hours). During the contacts at Jawbone Park, officers have identified at least one homeless individual who has since gained employment, a run away juvenile from Lewis County, an individual who defaced a picnic table, was charged and ordered to complete community service (paint all the tables at Jawbone Park), and has charged other individuals with drunkenness and tobacco violations (one such individual was arrested on an Indecent Exposure warrant).

City Council may want to consider revisiting Ordinance 100 as that particular ordinance is almost 60 years old and there is some procedures in there that needs to be updated.

Chief Gregory suggested council should review Ordinance No. 100 as it has not been revised in 60 years and could give the police department more leverage when dealing with vagrants. Mayor McCauley suggested bringing police officers in to introduce to the public. Council Rylands expressed his appreciation of increased police presence in town. Mayor McCauley asked if the police department is introducing homeless individuals they encounter to resources that can help with their situation. Chief Gregory stated they are referring these individuals to agencies for assistance. Council Cuppari requested police officers on patrol to make more of a physical presence at events. Council Cuppari also expressed her appreciation of Sgt. Mark Stewart teaching classes about bullying and mentioned the recent tragedy of a young boy in WV committing suicide.

- **Tom Landis- Water Plant Superintendent** reported on the following:

#### **Phase I Project**

Tom reported the last water board meeting began with a tour of the construction/renovation site at the water treatment plant. Those in attendance include the Mayor, Water board and city council members, Amby Jenkins and Jerry Arnold. The tour provided an update to all in attendance the scope of the project and progress to date.

#### **Compac Backhoe**

The water board discussed the department's efforts in trying to recover losses due to excavation work that was done by the contractor that resulted in a water main being hit after duty hours without notice to the department of the contractors intent to dig in the area.

#### **Water Leaks**

Kelly reported the department responded to two water leaks in the month of August. Kelly also reported there were no boil water notices issued in August.

#### **Adrain PSD Master Meter Pit**

Kelly reported that the electrical service to run the proposed SCADA installation at the site has been installed.

#### **Sludge Pump Project**

Tom reported the project has been completed

#### **Sanitary Survey – 2016**

Tom reported that the required utility response to the health departments 2016 Sanitary Survey is being prepared by city engineer Jay Hollen.

#### **2016 West Virginia Rural Water Conference**

Tom reported that four department employees attended the conference which offered numerous continuing educational and networking opportunities. Tom and Kelly both thanked the council and water board for supporting those opportunities. Tom also reported that next year's conference will be held in Charleston.

Mr. Landis stated that the new equipment and walkways are now all in place at the water plant. Mr. Landis explained they will make a third attempt at contact with the contractor responsible for damages to the water main before taking legal action. Council Rylands asked if the damages done with the excavator to the water main line was done by a sub contractor. Mr. Kelly Arnold stated the sub contractor didn't give enough time for the crew to locate the line and tore out the main line to three water services on two separate occasions. Council Rylands asked if we have submitted an invoice to the contractor for our work on the main line. Mr. Arnold stated that we sent certified letters from the city attorney.

- **Erasmio Rizo- Sanitary Department Superintendent** reported on the following:

- recent power outage further proved the need for a larger generator that can power all equipment; has submitted an application for funds for a new generator, however, due to an increase in demand from recent flooding in southern WV our application has gotten pushed back

- newly obtained backhoe is in working operation

- employee Dan Baker is currently attending a course in Ripley to obtain lab certification

- Randolph St/ Register property project is complete

-Latham St Project is near completion; property was recently sold and an agreement with the new owners needs drafted; anticipated completion in 1- 1 ½ weeks

- Plant- clarifier is currently undergoing renovations; approximately 3 weeks until completion

- Upper Drive- pipes are deteriorating and the entire line will need to be replaced; this will affect approximately 14-15 homes

- explained there is a current situation on Willowbrook St with infiltration of a creek draining into the sewer system

- all DEP tests came back within acceptable ranges

- has had several odor complaints due to dry weather; using rodder truck to flush lines

Council Rylands thanked the Sanitary Department for their hospitality of the tour of the plant and stated how impressed he is with the skill sets of the crews for all the different departments. Council Albaugh also expressed her appreciation of the tours as it helps her to understand the operation of things and makes it easier when making decisions for the departments.

- **Scott McClure- City Attorney** reported on the following:

- presented the draft of the General Warranty Deed between the City and the Upshur Co. Development Authority. He stated that he added a reversionary clause to the draft.

- there has been no response from the contractor that cause damage to the water main line; stated he will speak with Mrs. Jenkins next week about sending out a third letter to the contractor; is willing to draft a complaint so that if the contractor does not take care of the costs of repairs we will have it ready to use for legal proceedings

- discussed importance of continuing with the codification of ordinances; stated its completion is critical for organization and posterity

Mayor McCauley stated this was Mr. McClure's final meeting as the City Attorney. Mr. McClure expressed his thanks for the opportunity to work with the city.

## Correspondence

- **FOIA Request for PO/Vendor Information-SmartProcure**



Amberle Jenkins <amby.jenkins@buckhannonwv.org>

FOIA

### SmartProcure Public Records Request City of Buckhannon For PO/Vendor Information

2 messages

echung@smartprocure.us <echung@smartprocure.us>  
To: amby.jenkins@buckhannonwv.org

Tue, Aug 30, 2016 at 7:35 AM

Dear Amberle or Custodian of Public Records,

SmartProcure is submitting a public records request to the City of Buckhannon for any and all purchasing records from 2016-05-23 to current. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.

The specific information requested from your record keeping system is:

1. Purchase order number. If purchase orders are not used a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number
2. Purchase date
3. Line item details (Detailed description of the purchase)
4. Line item quantity
5. Line item price
6. Vendor ID number, name, address, contact person and their email address
7. What is the beginning of your fiscal year?

The attached document may be helpful as a reference to fulfill this request if the City of Buckhannon stores the records using any of the pre-programmed software reports, but the records request is not limited to the reports listed.

Please email the information or use the following web link. There is no file size limitation:  
<http://upload.smartprocure.us/?st=WV&org=CityofBuckhannon>

If this request was misrouted, please forward to the correct contact person and reply to this communication with the appropriate contact information.

If you have any questions, please feel free to respond to this email or I can be reached at 954-692-6670.

Regards,  
**Eric Chung**  
Data Acquisition Specialist

**SmartProcure**

Direct: 954-692-6670

[echung@smartprocure.us](mailto:echung@smartprocure.us) | [www.smartprocure.us](http://www.smartprocure.us)

700 W. Hillsboro Blvd. Suite 4-100, Deerfield Beach, FL 33441

Amberle Jenkins <amby.jenkins@buckhannonwv.org>  
Draft To: echung@smartprocure.us

Fri, Sep 2, 2016 at 9:59 AM

Please find attached the 687 page document.  
[Quoted text hidden]

Amberle Jenkins  
Assistant Recorder, Office Manager, Accounts Payable  
City of Buckhannon  
304-472-1651 ext 1016

Picture

PO Status Report 5-23-16 to 9-2-16- 8751.IRP  
1714K

• **FOIA Request for Environmental Site Assessment –AEC, LLC**

Aug 31 16 03:05p

*FOIA*



*Received 9-1-16 of*

August 25, 2016

Buckhannon Fire Department  
22 South Florida Street  
Buckhannon, West Virginia 26201

FOIA request for Phase I Environmental Site Assessment of  
225 South Kanawha Street, Buckhannon, West Virginia 26201

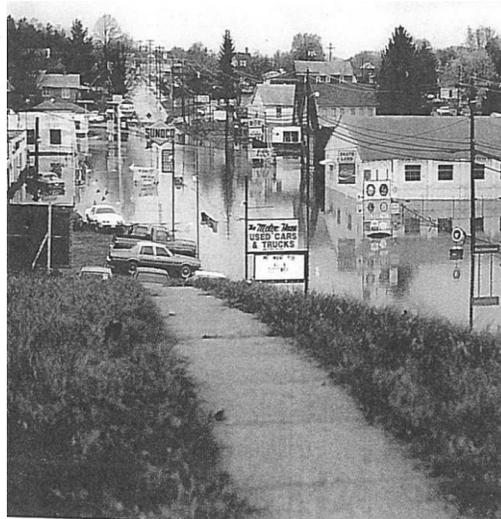
To whom it may concern:

Advantage Environmental Consultants, LLC (AEC) is currently conducting a Phase I Environmental Site Assessment (ESA) of the above referenced parcel. I am requesting any information your agency has in regard to underground or aboveground storage tanks; chemical spills or releases; hazardous material storage or spills; or any other environmental concerns associated with this parcel.

As we are under a strict timeframe to complete this assessment, your timely response to this request would be greatly appreciated. Please call me at 410-300-1825 or email me at mellis@aec-env.com if I can be of any assistance in this review.

Sincerely,  
Advantage Environmental Consultants, LLC

*Margaret F. Ellis*  
Margaret F. Ellis  
Staff Scientist



1495 Alan Wood Road, 2nd Floor, Conshohocken, PA 19428  
Phone: (610) 567-3200 / Fax: (610) 567-3229

City of Buckhannon  
70 East Main Street  
Buckhannon, WV 26201



Phone: 304.472.1651  
TDD# 304.472.9550  
Fax# 304.472.0934

September 2, 2016

Margaret F. Ellis  
Advantage Environmental Consultants, LLC  
1495 Alan Wood Rd  
Conshohocken, PA 19428

Re: 225 South Kanawha Street, Buckhannon, WV

Ms. Ellis:

I am in receipt of your request for information that was submitted to the local fire department on August 25, 2016. I did not receive it until 9-1-16.

Our office does not have any documentation or record of chemical spills or releases for this property. We do have a file with application to build a Dollar General Store on this site in 2010, however it does not indicate notes or documentation of any underground or above ground tanks.

We have attempted to call the WV Department of Environmental Protection to ask for a list of any underground tanks that have been removed in Buckhannon. They couldn't identify a registered tank with the information we gave them, however, I would suggest that you contact them at 304-926-0499 for further information.

The only other piece of information is a small photograph of the area during a 1985 flood which I have attached.

Respectfully,  
*Amberle Jenkins*  
Amberle Jenkins  
Assistant Recorder

- **BiCentennial Celebration Notes**

**Bicentennial Planning Committee****Aug. 29, 2016**

The Bicentennial Committee met Monday, Aug. 29 at the Public Safety Complex.

Mayor Dave McCauley said he had made some connections about Cupcake Wars and the 88 and C.J.'s seemed to be on board. Still need to talk to others and decide if this is going to be something later in the year.

Time Capsule - Jerry Arnold has found a rock; need to figure out best location in Jawbone to put it and mayor will work on language for plaque.

Time capsule will be buried Sunday, Oct. 9 at 2 p.m. Note typo in previous minutes but correct date is Oct. 9.

Carnival downtown - Jerry Arnold will be meeting with Shane Turner to go over details. Shane is thrilled about having carnival downtown for fall.

Trees - More discussion about how Sycamore may not do well in Jawbone...need to ask county about planting at Pringle Tree Park and maybe the college about planting one around campus.

Timeline - Maria shared a timeline she developed based on various events. Copies were distributed.

T-shirts - Charliena secured quotes from The Sign Guy. Need to come up with something for back....Amanda will work on back design. Front design is logo created by The Sign Guy for bicentennial.

Next meeting will be Tuesday, Sept. 6 due to Labor Day on Monday.

**Bicentennial Planning Committee****Sept. 6, 2016**

The Bicentennial Planning Committee met Tuesday, Sept. 6 at the Public Safety Complex due to Monday, Sept. 5 being Labor Day.

Mayor David McCauley has finalized wording for what will be placed on a sign in front "Buckhannon's Bicentennial Boulder." He will be meeting with Jerry Arnold to discuss location for boulder in Jawbone Park. It was mentioned to put on opposite of park from statute. Also, need to watch out for sidewalks that will be added to Jawbone at some point in future. The time capsule will be buried Sunday, Oct. 9 at 2 p.m.

Trees:

The mayor reached out to Kathy Gregg at the college and will be getting with Bobby Gompers. Instead of two trees - now talking about three trees again - one near the riverbank over at Wesleyan, one on city property and one at Pringle Tree Park (with commission approval)

Cupcake Wars - still a possibility but thinking about holiday-oriented now.

Parade/Celebration - Sept. 30

B-UMS choir performing for sure, but middle school band not used to traveling to perform. Jack Reger still working on that.

Other things falling into place.

Carnival for week leading up to Sept. 30 celebration.

The carnival will be here on Sept. 30 afterall...will be a smaller version than the festival. Gambill does have rides that are duplicates so they can have here and in Elkins.

Jerry Arnold will be meeting with Shane Turner about logistics on Sept. 19.

As for the essay contest, Jack Reger said teachers are opposed to doing essays because there are too many essays and essay contests.

They have proposed video productions - with students interviewing folks in the committee for three to four-minute video clips.

These will not be judged but will be shown at the celebration. We need to coordinate a projector and white sheet or other screen to show the videos.

B-UMS art teacher Virginia Hicks is coordinating with Maria Bray on the art component.

There are seven art teachers in the county and each will submit 10-15 pieces of art. Maria working on places to display the art!

T-shirts: Amanda showed design she came up using word art for back of shirt. A few suggestions were made.

Amanda will work with The Sign Guy to finalize and bring back to next week's meeting. Front will be logo The Sign Guy designed.

Fireworks: Mayor still working on funding.

Beard growing contest: We will be doing for sure despite not having person to coordinate. Amanda agreed to help. Will have people come to location (possibly city hall) on Monday evening to be photographed and start the contest...the contest will go to first week of December (Mayor checking on availability of Mountaineer).

The next meeting will be Monday, Sept. 12 at 6 p.m. in the Public Safety Complex.

**Bicentennial Planning Committee****Sept. 12, 2016**

The Bicentennial Planning Committee met Monday, Sept. 12 at the Public Safety Complex.

Mayor David McCauley reported the street department has placed the Buckhannon Bicentennial Boulder in Jawbone Park on the Spring Street side.

The dedication is still scheduled for Oct. 9 at 2 p.m.

Rev. Julie Sterling will give the dedication.

T-Shirts - Order has been placed with The Sign Guy. 100 shirts have been ordered initially for sale. Amanda Hayes passed around the design which includes the logo The Sign Guy designed on the front and a word art in the shape of a tree on the back.

Charliena Eubank said T-shirts have been ordered for the pageant participants as well.

The T-shirts may be ready in time to have some for sale at Festival Fridays. Debra Hupp volunteered to sell them and to help promote some of the other activities.

Charliena said the parade, talent show and celebration will be announced three times at the home football game Friday night.

Parade - Debra has mailed out over 50 applications to scouting groups, 4-H, churches, twirlette groups, etc. Just waiting for responses. Three had been turned in to City Hall as of Thursday, Sept. 8.

It was decided to invite the local dignitaries but not statewide.

B-UHS band is confirmed.

Wesleyan band is a maybe - director has asked the students to vote because their schedule was previously set.

B-UMS band is a maybe due to middle school band director having family engagement that weekend.

Pageant - Charliena reported crowns and sashes have been ordered. Would like mayor to crown winners. Pageant is Saturday, Sept. 24 at Jawbone Park.

Certificates for winners of talent show. City Hall will print. Debra and Charliena will work on design to get to Teresa at City Hall and Charliena can print winners names neatly at event.

Carnival - Originally not going to have as much, now Gambill says they can bring more than anticipated. Will work with Jerry Arnold to use Public Safety Complex and Spring Street.

Will not shut down Madison Street if we don't have to.

It was discussed we need police presence and VIPS in the park on Sept. 30.

Delaware Tribe- Nancy Shobe has not received any messages back, old contacts from previous celebrations may not be around any more so we may not have this representation at celebration.

Trees - Three sycamore saplings have been ordered - one on city property, one close to riverbank at WWC and one at Pringle Tree (pending commission approval)

Fireworks - Funding is a concern. have \$2,000...need to come up with more. New fireworks company from Shinnston will be doing it.

The next meeting will be Monday, Sept. 19 at 6 p.m.

- **UCAA Flyer- Young Eagles Program Flying Eagles Day**

**FREE AIRPLANE RIDES!**

**KIDS AGES 8-17**  
(WITH PARENT OR LEGAL GUARDIAN'S CONSENT)

**Buckhannon Flying Eagles Day**  
**Saturday September 24**  
**10:00 am to 4:00 pm**  
**Upshur County Regional Airport**

Founded in 1992, the Young Eagles program has dedicated nearly 25 years to giving youth ages 8-17 their first free ride in an airplane. It's the only program of its kind, with the sole mission to introduce and inspire kids in the world of aviation.

**EAA Chapter 842** **YOUNG EAGLES** **UPSHUR COUNTY REGIONAL AIRPORT**

- **Proclamation- 9-11 A Day To Remember**

**Proclamation "A Day To Remember"**

WHEREAS, the unprovoked attacks of Sept. 11, 2001, upon America by foreign terrorists have thrust the United States, and other countries, into a war it never envisioned, militarily or diplomatically; and

WHEREAS, the challenges facing all the civilized people of the world as they relate to the war on terrorism will not end until those fanatics responsible are eliminated or brought to justice; and

WHEREAS, America is fully committed to ensuring our freedoms remain unfettered and sovereign for all generations, now and forever; and

WHEREAS, world opinion needs to remain focused upon the eradication of these inhuman acts perpetrated around the globe; and

WHEREAS, one way to accomplish this is to NEVER FORGET that those innocent victims did not die in vain; and

WHEREAS, America can fight back by reminding the world that the deaths of these people will always be remembered and that they will be forever loved; and

WHEREAS, a noble and appropriate way to accomplish this is through the annual celebration of their living; and

WHEREAS, this commemoration should be conducted each Sept. 11 throughout the land to include:

- The promotion of global peace and goodwill;
- The demonstration of America's resolve and perseverance to win the war on terrorism;
- The advancement of responsible citizenship;
- The encouragement of patriotism and love of country; and
- The poignant remembrance of those innocent victims who died Sept. 11, as heroes, one and all;

Now therefore be it RESOLVED, as the Mayor of the City of Buckhannon, WV, I am issuing this proclamation to memorialize those men, women, and children who lost their lives; and be it further

RESOLVED, that this proclamation be publicized for all to see and know that the citizens of Buckhannon remember with eternal respect those whose lives were suddenly, without cause and pointlessly taken from them on Sept. 11, 2001.

May they forever rest in peace and abide in our memories.

Respectfully Submitted and Approved, on this 8<sup>th</sup> day of September, 2016.

David McCauley  
Mayor, City of Buckhannon

• **Proclamation-Constitution Week**

**PROCLAMATION**  
**Constitution Week 2016**

*Whereas*, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas*, it is fitting and proper to officially recognize that magnificent document and the anniversary of its creation; and

*Whereas*, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup>-23<sup>rd</sup> as Constitution Week;

*NOW, THEREFORE*, I, David McCauley, Mayor of the City of Buckhannon, West Virginia, do hereby proclaim September 17<sup>th</sup>-23<sup>rd</sup>, 2016 to be

CONSTITUTION WEEK

in Buckhannon and ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787.

David McCauley  
Mayor, City of Buckhannon

• **Notice of Planning Commission Public Meeting Oct. 24, 2016**

**Notice of Public Meeting**  
**Buckhannon Planning Commission**

The Buckhannon City Planning Commission will hold a regular scheduled public meeting on Monday, October 24, 2016 at 7:00 pm in Buckhannon City Hall.

This is an open meeting and interested parties are welcome to attend.

POSTED 09-02-2016

September 2, 2016

The Record Delta  
Attention: Legal Advertisement Department  
North Locust Street  
Buckhannon, WV 26201

RE: Class II Legal Advertisement - City of Buckhannon

Dear Ladies and Gentlemen:

Please find attached herewith a "NOTICE OF MEETING, PLANNING COMMISSION" which I request your newspaper publish twice as a legal advertisement in your Friday editions of September 16 and 23, 2016, respectively.

Following the second publication of the attached legal advertisement on Friday, September 23, 2015, please forward your Publisher's Certificate and Affidavit along with your Publisher's statement to Assistant City Recorder, Amberle Jenkins, at City Hall.

In the event you have any questions or comments whatsoever concerning the publication of this legal advertisement, Mrs. Jenkins at City Hall at 472-1651, immediately. Thank you for your assistance in this matter..

Very truly yours,

Amberle Jenkins-Assistant Recorder

Attachment – Notice of Public Meeting Planning Commission

cc: Members of City Council  
Jay Hollen, City Engineer  
Members of Planning Commission  
Scott McClure, City Attorney  
Vincent Smith, Building Code Enforcement

- **2016 State Auditor's Training Seminar for Municipal Officials & Assistants Oct. 26, 2016**



Office of the State Auditor  
Local Government Services  
200 West Main Street  
Clarksburg, West Virginia 26301

State of West Virginia  
Lisa A. Hopkins  
State Auditor

Toll Free: (877) 982-9148  
Telephone: (304) 627-2415  
Fax: (304) 627-2417  
www.wvsao.gov

August 29, 2016

TO: ALL WEST VIRGINIA MUNICIPAL OFFICIALS AND ASSISTANTS

Again this year, our office is conducting training seminars for municipal officials and assistants. To make it easier to attend we are having these seminars at five different locations throughout the state. Once again, these seminars are free to attend but we need for everyone to pre-register so we know how many people will be in attendance. If you pre-register and find out later that you cannot attend, please let us know so we can adequately adjust the number of lunches we provide.

I hope you will try to attend one of these seminars. Not only will you get the opportunity to meet with our staff, you will also be able to network with other municipal officials on issues that may be important to your municipality. These training events have been designed to assist municipalities with obtaining necessary skills and knowledge for adequate controls and oversight relating to the financial reporting and internal control process. Enclosed you will find the agenda and registration form for these training events.

**We are having separate training again this year for members of municipal and county boards and authorities. Since we do not know what boards and authorities you have, we would appreciate it if you could forward the enclosed registration form and agenda to them. Boards and Authorities is highlighted in yellow on their registration form.**

If you have any questions concerning these seminars, please contact our Local Government Services Staff at 304-627-2415.

Sincerely,

Handwritten signature of Ora L. Ash in cursive.

Ora L. Ash  
Deputy State Auditor

- **Letter to DOH regarding Upcoming Parades**

September 9, 2016

Mr. Gary Weaver, Permit Supervisor  
WV Department of Transportation  
Division of Highways, District  
255 Depot Street  
Weston, WV 26452-1228  
Fax # 304-269-0422

RE: City of Buckhannon upcoming parades

Dear Mr. Weaver:

Thank you for our recent telephone discussions with Jerry Arnold and Laura Meadows concerning our City's upcoming events some of which involve use of Main Street. As I know the DOT will appreciate, our City government is attempting to minimize closures of Main Street to enhance residents and visitors' ability to navigate our downtown while being sensitive to businesses situated along Main Street. Additionally, our municipal police and fire departments support our keeping Main Street open as much as possible for ultimate emergency response.

As I understand Mr. Arnold discussed with you, there was one eight-week period from the middle of May through the middle of July that would have resulted in Main Street being closed for several days over the course of four weekends. Buckhannon has expended a lot of time, energy, and resources to create an excellent space at Jawbone Park just a block from Main Street to conduct events attended by hundreds and sometimes 2,000 or more people as we experienced on July 1 with our Festival Friday that featured fireworks, etc. We want to encourage event sponsors to utilize this wonderful space as much as possible.

Clearly, there are times when the interest of safety will require consideration of Main Street closure. The West Virginia Strawberry Festival brings more than 100,000 people to our town. Buckhannon also loves its parades, and the routes that don't include Main Street are not ideal. The difference between most of these parades from some of the weekend events is the quantity of time for the event. Several of the parades will require perhaps an hour of closure versus a full day or days of closure.

There are three upcoming parades scheduled involving use of Main Street all of which have been approved by the City subject of course to State approval. Buckhannon-Upshur High School has requested the use of Main Street for about a half hour homecoming parade on Wednesday evening, September 14. The bicentennial planning committee has requested to close just the Florida Street intersection for about an hour on Friday evening, September 30. Finally, the Buckhannon Fire Department that primarily sponsors the annual Christmas parade requests the closure of Main Street for about an hour on Friday evening, December 2. There are some variations in the routes, and except for the Christmas parade, not all of Main Street will be closed for these parades. Mr. Arnold will provide to you the precise routes for each parade.

Our City officials look forward to working with your office as we try to make events here as successful as possible while balancing the other needs of our community. If I or any other of our City officials may provide any further information about these matters, please contact me at City Hall at 472-1651.

Very truly yours,

David W. McCauley, Mayor

cc: Members of City Council  
 Members of the City's Consolidated Public Works Board  
 Amby Jenkins, Director of Finance & Administration  
 Jerry Arnold, Director of Public Works  
 Laura Meadows, Upshur County CVB  
 Matt Gregory, Police Chief  
 Jim Townshend, Fire Chief  
 WV Strawberry Festival  
 Buckhannon Bicentennial Planning Committee  
 Buckhannon-Upshur High School

### Consent Agenda

- **Approval of Minutes- Regular meeting September 1**
- **Approval of Building and Wiring Permits**
- **Approval of Payment of the Bills**

### COUNCIL MEETING Building, Electrical, Demolition Permits September 15, 2016

Permit Number	Submitted By and Location	Contractor	Description of Work to be Performed			Total Fees Paid	Zoning	Asbestos	Flood Zone	Elev. Certificate
			Building Description and Value	Electrical Code						
73486	Rohr Real Estate 77 W Lincoln st	Twisted Wire	Electrical Upgrade Service	\$1,700.00	A	\$100.00				
73487	Wyatt Long 1 Gate St	Self	Inside Remodel & Replace Porch Steps	\$2,000.00		\$22.00			X	
73488	Upshur County Court House 38 W Main St	Robert Grishbare & Sons	Chimney Repair	\$91,200.00		\$N/C				
73489	Robert Shipley 122 Railroad Ave	Self	Razing 12'x16' Addition	\$200.00		\$20.00	X	X		
73490	WWWC 53 College Ave	Self	Electrical Upgrade Service	\$350.00	A	\$100.00				
73491	Stephen Oldaker 9 Walnut St	Self	Split Rail Fence 6ft Hgt	\$3,660.00		\$40.26	X			
73492	Helen Demastes 36 N Spring St	Carrol Harris Handyman	Deck 26'x4'	\$2,400.00		\$22.80	X			
73493	Randy Tenney 66 S Kanawha St	Ron Hurst Construction	Exterior Repairs –Porch Repairs	\$5,000.00		\$55.00				
73494	Connie Roth 14 Shawnee Dr	Wrights Construction	Re-Roof Shingles	\$6,500.00		\$71.50		X		
73495	Blonda Dawson 17 Factory St	DLH Construction	Replace Deck 8'x8'	\$4,500.00		\$49.50	X	X	X	

73496	Lowes 40 Clarksburg Rd	Vannoy & Sons Construction	Repair Concrete Paving Parking Lot Area	\$42,340.00		\$317.55			
73497	Taylor Foster 5 Gate St	Woods Builders	Re-Roof Metal over Shingle	\$1,500.00		\$16.50			
73498	Housing Authority Hinkle Drive	K&Z Construction	Re-Roof Shingle Apt Buildings 1-3	\$4,000.00		\$38.00		X	
73499	Housing Authority Hinkle Drve	K&Z Construction	Re-Roof Shingle Apt Buildings 81-83	\$3,000.00		\$28.50		X	
73500	Nguyen 29 College Ave	Tri County Construction	Kitchen Cabinets & Tile	\$12,000.00		\$132.00			
73501	Dan Tenney 121 Railroad Ave	Self	Relocation of Trailer -on City's ROW					X	
73502	Pam Yeager 36 Ritchie St	Dustin Wamsley	Electrical-Moving meter box	\$800.00	B2	\$100.00			
<b>TOTAL</b>				<b>\$181,150.00</b>		<b>\$1,113.61</b>			

09-15-2016 12:04 AM

Disbursements 9-01-2016 to 9-15-2016

PAGE: 1

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT	
MAYOR'S OFFICE	XEROX CORPORATION	409-341-00	MAYOR'S SUPPLIES & M	METER USAGE 7-21 TO 8-21-1	110.76	
	BRICK STREET MUTUAL	409-226-00	MAYOR'S INSURANCE &	WCB1005474 8-2-16 TO 9-1-1	123.64	
	TATE COMMUNICATIONS	409-341-00	MAYOR'S SUPPLIES & M	ONSITE SERV FOR PHONE SYS	245.05	
	LOWES BUSINESS ACCOUNTS	409-341-00	MAYOR'S SUPPLIES & M	30' HI-VIS TAPE MEASURE	9.48	
	SUNSET GRAPHICS LLC	409-341-00	MAYOR'S SUPPLIES & M	SIGNS	132.00	
	COLLECTION ACCOUNT	409-341-00	MAYOR'S SUPPLIES & M	CC FEES AUGUST 2016	501.91	
	DOLLAR GENERAL CORPORATION	409-341-00	MAYOR'S SUPPLIES & M	OFFICE SUPPLIE	48.63	
	WESTON DEMOCRAT INC	409-220-00	MAYOR'S LEGAL PUBLIC	CITY ATTORNEY AD	148.01	
	BCN TELECOM INC	409-211-00	MAYOR'S TELEPHONE	472-8149 & 1651	13.52	
	INTERNAL REVENUE SERVICE	409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED	24.82	
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	5.80	
	MOUNTAIN STATE VIDEO IMAGING	409-341-00	MAYOR'S SUPPLIES & M	JUN & JUL COPIES CITY COUN	40.00	
		409-341-00	MAYOR'S SUPPLIES & M	COPIES AUG CITY COUNCIL ME	20.00	
	ROSSMAN & CO/PCB	409-341-00	MAYOR'S SUPPLIES & M	DEBT COLLECTION	3.25	
				TOTAL:	1,426.87	
	COUNCIL	RECORD-DELTA NEWSPAPER	410-223-00	PROFESSIONAL (LEGAL)	CITY ATTORNEY AD	168.34
		BRICK STREET MUTUAL	410-226-00	COUNCIL INSURANCE (P	WCB1005474 8-2-16 TO 9-1-1	37.71
		WESTFIELD INSURANCE	410-226-00	COUNCIL INSURANCE (P	POLICY 4-01-16 TO 4-01-17	662.25
		INTER MOUNTAIN	410-223-00	PROFESSIONAL (LEGAL)	CITY ATTORNEY AD	225.45
			TOTAL:	1,093.75		
RECORDER	BRICK STREET MUTUAL	411-226-00	INSURANCE/COMPENSATI	WCB1005474 8-2-16 TO 9-1-1	38.29	
				TOTAL:	38.29	
TREASURER	BRICK STREET MUTUAL	413-226-00	TREASURER'S INSURANC	WCB1005474 8-2-16 TO 9-1-1	1.33	
	INTERNAL REVENUE SERVICE	413-104-00	TREASURER'S F.I.C.A.	FICA WITHHELD AND MATCHED	13.56	
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	3.17	
			TOTAL:	18.06		
COURT	BRICK STREET MUTUAL	416-226-00	POLICE JUDGE INS BON	WCB1005474 8-2-16 TO 9-1-1	41.52	
				TOTAL:	41.52	
CITY ATTORNEY	BRICK STREET MUTUAL	417-226-00	CITY ATTORNEY INS UN	WCB1005474 8-2-16 TO 9-1-1	38.06	
				TOTAL:	38.06	
CITY ENGINEER	BRICK STREET MUTUAL	420-226-00	CITY ENGINEER INS &	WCB1005474 8-2-16 TO 9-1-1	37.18	
				TOTAL:	37.18	
ZONING	BRICK STREET MUTUAL	437-226-00	ZONING INSURANCE & B	WCB1005474 8-2-16 TO 9-1-1	484.00	
	VINCENT SMITH	437-214-00	TRAVEL EXPENSE	AUGUST ZONING MILEAGE	123.66	
	INTERNAL REVENUE SERVICE	437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	62.00	
		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHE	14.50	
			TOTAL:	684.16		

09-15-2016 12:04 AM

Disbursements 9-01-2016 to 9-15-2016

PAGE: 2

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
DATA PROCESSING	TYLER TECHNOLOGIES INC	439-230-00	DATA PROCESSING	PRK TKTS CEMETERY REP WRIT	1,306.27
	SUDDENLINK	439-230-00	DATA PROCESSING	AUG 2016 INTERNET	31.73
				TOTAL:	1,338.00
CITY HALL	UNIFIRST CORP.	440-216-00	CITY HALL MAINTENANC	ALL DEPT UNIFORMS	294.60
	BRICK STREET MUTUAL	440-226-00	CITY HALL INSURANCE	WCB1005474 8-2-16 TO 9-1-1	119.85
	INTERNAL REVENUE SERVICE	440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	60.99
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	14.25
			TOTAL:	489.70	
POLICE	LYKINS OIL COMPANY	700-343-00	POLICE DEPT. AUTO SU	POLICE DEPT AUG FUEL BILL	792.03
	UNIFIRST CORP.	700-341-00	POLICE DEPT. MAT & S	POLICE DEPT RUGS	104.45
	BRICK STREET MUTUAL	700-226-00	POLICE DEPT. INSURAN	WCB1005474 8-2-16 TO 9-1-1	1,462.48
	WESTFIELD INSURANCE	700-226-00	POLICE DEPT. INSURAN	POLICY 4-01-16 TO 4-01-17	241.61
	LOWES BUSINESS ACCOUNTS	700-341-00	POLICE DEPT. MAT & S	SPARE KEYS PSC BUILDING	7.48
	ROCIC	700-341-00	POLICE DEPT. MAT & S	ROCIC MEMBERSHIP	300.00
	SUPER SPLASH LLC	700-343-00	POLICE DEPT. AUTO SU	CAR WASHES	73.00
	JENKINS FORD INC	700-343-00	POLICE DEPT. AUTO SU	STATE INSPECTION	11.00
		700-343-00	POLICE DEPT. AUTO SU	OIL CHANGE/6000 MULTIPAIN	94.24
		700-343-00	POLICE DEPT. AUTO SU	BATTERY CAR 4	119.95
		700-343-00	POLICE DEPT. AUTO SU	REPLACE THROTTLE BODY	231.50
	BCN TELECOM INC	700-211-00	POLICE DEPT. TELEPHO	472-5723	6.76
	INTERNAL REVENUE SERVICE	700-104-00	POLICE DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,266.77
		700-104-00	POLICE DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	296.26
	REID & ASSOC INC: JOHN E	700-221-00	POLICE DEPT. TRAININ	4 DAY COURSE	1,000.00
	STAPLES BUSINESS ADVANTAGE	700-341-00	POLICE DEPT. MAT & S	HAND WASH, MULTIFOLD TOWE	114.14
	FRONTIER	700-211-00	POLICE DEPT. TELEPHO	304-473-7911-073014-4 POL	65.37
				TOTAL:	6,187.04
	FIRE	LYKINS OIL COMPANY	706-343-00	FIRE DEPT. AUTO SUPP	FIRE DEPT AUG FUEL BILL
BRICK STREET MUTUAL		706-226-00	FIRE DEPT. INSURANCE	WCB1005474 8-2-16 TO 9-1-1	1,206.56
		706-226-00	FIRE DEPT. INSURANCE	WCB1005474 8-2-16 TO 9-1-1	0.00
WESTFIELD INSURANCE		706-226-00	FIRE DEPT. INSURANCE	POLICY 4-01-16 TO 4-01-17	721.84
BCN TELECOM INC		706-211-00	FIRE DEPT. TELEPHONE	2868	13.52
INTERNAL REVENUE SERVICE		706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	942.27
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	220.37
			TOTAL:	3,568.03	
FLOOD CONTROL	CIVIL & ENVIROMENTAL CONSULT	714-230-00	FLOOD CONTROL-RIVER	PROFFESIONAL SERV	8,135.00
				TOTAL:	8,135.00
STREET	LYKINS OIL COMPANY	750-343-00	STREET DEPT. AUTO SU	STREET DEPT AUG FUEL BILL	1,942.98
	UNIFIRST CORP.	750-345-00	STREET DEPT. UNIFORM	ALL DEPT UNIFORMS	447.80
	WV PAGING	750-211-00	STREET DEPT. TELEPHO	STREET DEPT PAGERS	23.00
	NEALEY: RETHA ANN	750-341-00	STREET DEPT. MAT & S	50 Bales Mulch Hay	175.00
	BRICK STREET MUTUAL	750-226-00	STREET DEPT. INSURAN	WCB1005474 8-2-16 TO 9-1-1	1,854.88
	WESTFIELD INSURANCE	750-226-00	STREET DEPT. INSURAN	POLICY 4-01-16 TO 4-01-17	257.28
	LOWES BUSINESS ACCOUNTS	750-341-00	STREET DEPT. MAT & S	Concrete Forming Supplies	71.28
	SHERWIN WILLIAMS-ELKINS	750-341-00	STREET DEPT. MAT & S	Curb Paint	400.00
	CENTRAL SUPPLY CO	750-341-00	STREET DEPT. MAT & S	Concrete & Form Shield	180.38
		750-341-00	STREET DEPT. MAT & S	Concrete & Form Shield	1,518.43
	JOHN BOGGESS dba VJG ASSOCIA	750-341-00	STREET DEPT. MAT & S	Gloves	466.20
	BCN TELECOM INC	750-211-00	STREET DEPT. TELEPHO	472-5755 & 1038	13.52
	MOUNTAIN STATE PEST GUARD	750-341-00	STREET DEPT. MAT & S	Insect Control	30.00

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	INTERNAL REVENUE SERVICE	750-104-00	STREET DEPT. FICA TA	FICA WITHHELD AND MATCHED	792.89
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	185.44
	FASTENAL INDUSTRIAL	750-341-00	STREET DEPT. MAT & S	Spring Hooks	23.80
		750-341-00	STREET DEPT. MAT & S	Spring Hooks	47.60
			TOTAL:		8,430.48
STREET LIGHTS	MON POWER	751-213-00	STREET LIGHTS	110 087 818 008 MAIN ST	5,674.90
			TOTAL:		5,674.90
TRAFFIC SIGNALS & SIGN	MON POWER	752-213-00	TRAFFIC SIGNALS POWE	110081822063 W. MAIN ST	5.21
	MRC GLOBAL (US) INC.	752-230-00	SIGNS & SIGNALS	Pipe for Sign Post	210.01
	SIGN GUY LLC	752-230-00	SIGNS & SIGNALS	Street signs	419.68
			TOTAL:		634.90
STOCKERT YOUTH CENTER	LYKINS OIL COMPANY	907-216-00	MAINTENANCE	SYC AUG FUEL BILL	120.49
	UNIFIRST CORP.	907-216-00	MAINTENANCE	ALL DEPT UNIFORMS	242.70
	BRICK STREET MUTUAL	907-226-00	INSURANCE & BONDS	WCB1005474 8-2-16 TO 9-1-1	252.25
	CARTER: LARRY	907-363-00	KARATE CLASS INSTRU	KARATE INSTRUCTOR	135.00
	WESTFIELD INSURANCE	907-226-00	INSURANCE & BONDS	POLICY 4-01-16 TO 4-01-17	739.61
	TELENA BENDER	907-354-00	DRILL TEAM	REF OF DRILL TEAM REGISTRA	70.00
	ST JOSEPH HOSPITAL OF BUCKHA	907-341-00	MATERIALS & SUPPLIES	LAB TEST WILLIAM CABIC	50.00
	SAM'S PIZZA	907-360-00	CAMP BUCANNEER SUPPL	LUNCH LAST WEEK OF CAMP	29.00
	INTERNAL REVENUE SERVICE	907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	302.19
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	70.66
	STINGO, KEVIN	907-363-00	KARATE CLASS INSTRU	KARATE INSTRUCTOR	45.00
	STEPHANIE LANE	907-368-01	ZUMBA	ZUMBA INSTRUCTOR	56.00
			TOTAL:		2,112.90
CONVENTION CENTER	USDA, RURAL DEVLEOPMENT	910-457-00	CONFERENCE CENTER PA	CONFERENCE CENTER SEPT INT	3,351.00
			TOTAL:		3,351.00
HISTORIC LANDMARKS	APPALACHIAN FOREST HERITAGE	911-223-00	HISTORIC LAND MARK E	C.RIETH 1/2 OF TEAM MEETIN	21.60
			TOTAL:		21.60

## Motion Skinner/ Cuppari to Approve Consent Agenda; Motion Carried

### Strategic Issues:

- **TV Cable Board Franchise Ordinance 2016-006- Third and Final Reading**

City Attorney Scott McClure read the caption. Mr. McClure mentioned the lease agreement with Suddenlink for the property they are occupying on Water Tank Hill. Mr. McClure asked if we have received any payments from Suddenlink for their rent. Mayor McCauley said he will check with Mrs. Jenkins to see if we have received any payments.

#### ORDINANCE NO. 2016-006 OF THE CITY OF BUCKHANNON,

AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CEQUEL III COMMUNICATIONS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOING BUSINESS AS SUDDENLINK COMMUNICATIONS, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF BUCKHANNON, WEST VIRGINIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; SUPERSEDING ALL PREVIOUS CITY OF BUCKHANNON ORDINANCES WITH RESPECT TO THIS FRANCHISE

WHEREAS, pursuant to Ordinance No. 347 of the City of Buckhannon, Cequel III Communications II, LLC, a Delaware limited liability company doing business as Suddenlink Communications, was granted a franchise to operate and maintain a television cable system in the City of Buckhannon for a term of five years from January 2, 2010 through December 31, 2014; and

WHEREAS, the Council of the City of Buckhannon pursuant to Resolution No. 2014-19 extended the term of the previous franchise scheduled to expire on December 31, 2014, until June 30, 2015; and

WHEREAS, the Council of the City of Buckhannon pursuant to Resolutions 2015-009 and 2015- extended the term of the franchise agreement until June 30, 2016; and

WHEREAS, the Council of the City of Buckhannon, after giving public notice and holding public hearings as required by West Virginia Code, Chapter 24D, Article 1, Section 1, et. seq., and the rules thereunder, has agreed to renew the existing television cable franchise pursuant to the terms and provisions hereof.

NOW, THEREFORE, BE IT ORDAINED THAT:

#### SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the "Buckhannon Cable Television Franchise Ordinance."

#### SECTION 2. DEFINITIONS.

2.01. "Basic Cable Service" shall mean the tier of service which includes the retransmission of local television broadcast signals, such other signals as are required to be carried on a basic service tier under federal or state law, and such other signals as selected by the Grantee.

2.02. "Expanded Cable Service" shall mean the analog tier of service which generally includes satellite-received cable programming that is sold as an optional addition to Basic Cable Service.

2.03 "Digital Services" shall mean any tier of programming and those other services which require a digital set-top receiver and includes programming and other services that are sold as an option to and in addition to Basic Cable Service and Expanded Cable Service.

2.04. "Premium Cable Services" shall mean services available for an additional charge over and above the charge for Basic Cable Service Expanded Cable Service, or Digital Services e.g., Home Box Office (HBO), Cinemax, and Showtime.

2.05. "Board" shall mean the duly appointed members of the City of Buckhannon Television Cable Board, as provided for by City of Buckhannon Ordinance No. 238.

2.06 "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.07. "City" is the City of Buckhannon, Upshur County, West Virginia, a West Virginia, municipal corporation, duly chartered and existing pursuant to the laws of the State of West Virginia. The "City" is sometimes referred to in this Franchise Agreement as being the "Franchising Authority."

2.08. "Council" is all of the duly seated members comprising the Council of the City of Buckhannon, West Virginia, including the Mayor and City Recorder.

2.09. "Grantee" is Cequel III Communications II, LLC, a Delaware limited liability company doing business as Suddenlink Communications, and its successors, transferees, or assigns, as the same are permitted by the provisions hereof.

2.10. "Gross Revenue" shall mean the revenues for the provision of Cable Service received by Grantee located within the Service Area. "Gross Revenue" does not include any tax, fee, or assessment of any kind imposed by the Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such.

2.11. "Public Property" shall mean any real property owned by the City other than a street.

2.12. "Service Area" shall mean the corporate limits of the City of Buckhannon as presently existing or as the corporate limits may be expanded in the future pursuant to the annexation statutes established by the Code of the State of West Virginia. In the event of any annexation, it shall be the responsibility of the City to notify the Grantee of any expansion of the corporate limits.

2.13. "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive or any easement or right of way now or hereafter held by the City, or dedicated for use by the City, use by the general public, or use compatible with cable system operations.

2.14 "Subscriber" means a user of the Cable System who lawfully receives Cable Service or other service therefrom with Grantee's express permission.

2.15. "System" shall mean a system of antennas, cables, wires, lines, towers, wave guides or other conductors, converters, equipment or facilities, used for distributing video programming to subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to subscribers that utilize the public right of way. Notwithstanding the definition hereof, this Franchise Agreement shall not permit the Grantee or its assigns to erect any additional towers within the current or expanded by annexation, corporate limits of the City of Buckhannon without the express written approval of the City of Buckhannon, and then only as not prohibited pursuant to county ordinance, or state or federal law, however, such approval shall not be unreasonably withheld by the City.

### SECTION 3. GRANT OF AUTHORITY.

3.01. Grant of Franchise: For the purposes of constructing, operating and maintaining a System in the City, the Grantee may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across, and along the Streets and public rights of way, such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the System, as long as the Grantee has complied with all permit, license and/or bond requirements established by either West Virginia state law or City of Buckhannon, municipal ordinances not inconsistent with this Franchise Agreement.

3.02. Franchise Term: The renewal term of this Franchise shall be deemed to be effective on July 1, 2016 (the "Effective Date"), and shall expire seven (7) years from the Effective Date on June 30, 2023, unless said franchise is sooner renewed, revoked or otherwise terminated as herein provided.

3.03. Conditions of Franchise: The rights afforded to the Grantee by Sections 3.01 and 3.02 hereof are granted subject to the conditions which are herein contained and set forth, and are granted particularly subject to the Grantee's specific understanding and appreciation of the City's efforts and objective to create an aesthetically appealing appearance throughout the City, but especially in its downtown, commercial area. The Grantee shall not at any time install any cables, wires, or lines or any other physical component comprising its system in an overhead or above the ground manner in the downtown area from the westernmost point of the Locust Street and West Main Street intersection, to the easternmost point of the Florida Street and East Main Street intersection. Additionally, the Grantee shall not hereafter install any cables, wires or lines comprising its system in an overhead or aboveground manner in any other area within the corporate limits of the City of Buckhannon, where other existing utility cables, wires or lines, e.g., electrical power and/or telephone lines, have been installed in an underground manner. The Grantee's obligation to comply with the underground installation requirements of this Section is conditioned upon these same requirements applying to all utilities and any other entities using cables, wires, or lines in the area. The Grantee shall consult with the City's Engineer and Streets Commissioner prior to any new installation or any reinstallation or upgrading of existing cables, wires or lines, respecting the specific location and manner of such installation or reinstallation in, on, over, under, upon, across, and along the Public Streets and Public Property of the City. Emergency repairs undertaken by the Grantee to the existing cable system may constitute an exception to the advance consultation requirement with City officials as set forth above, provided that in any such event of emergency repairs, the Grantee shall as soon as possible following the undertaking of any such emergency repairs, shall then immediately report to the City's Engineer and Streets Commissioner.

### SECTION 4. CONSTRUCTION PROVISIONS.

4.01. Service Area: The Grantee shall offer subscriber service throughout the entire corporate limits of the City, and to any contiguous area henceforth annexed which has a density of thirty (30) homes per linear mile and are located within 150 feet of the then current distribution system, and provided that all such permission as may be required from any owner(s) of private property is secured by the Grantee.

4.02. Joint Use: The Grantee shall make use of existing poles and other facilities available to the Grantee to the maximum extent feasible. The Grantee may erect its own poles and install its own conduit, with the approval of the City upon City street rights of way, which approval shall not be unreasonably withheld. All poles and conduit installed within the City limits shall be made available for attachment or use by the Grantee, at just and reasonable rates applied to public utilities under

the formula presently established in 47 U.S.C. §224.

In the event of any new construction or property development where utilities are to be placed underground, the developer or property owner shall furnish the Grantee with reasonable notice of not less than thirty (30) days prior to any such construction or development, and of the particular dates upon which open trenching will be available for the Grantee's installation of its conduit, pedestals and/or vaults, and laterals, all to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for any such trenching. Any costs of trenching and easements as may be required to bring service to the development shall be borne entirely by the developer or property owner, unless otherwise agreed to by the Grantee.

4.03. Construction Codes and Permits: The Grantee shall obtain any and all required permits from the City before commencing any construction involving the opening or disturbance of any Street or Public Property. The City shall cooperate with the Grantee and use its best efforts in granting and facilitating the issuance of any permits as are required. The Grantee shall arrange and place its lines, cables, and other appurtenances, on any Street or Public Property, in such a manner so as to cause no unreasonable interference with the usual and customary use of said Street or Public Property by any person.

4.04. Repair of Streets and Public Property: Any and all Streets or Public Property which are disturbed or damaged during the construction, operation or maintenance of the System shall be promptly repaired by the Grantee, at the Grantee's exclusive expense and to at least as good condition as existed prior to the disturbance or damage. The Grantee shall coordinate any and all construction and repairs with the City's Engineer and Streets Commissioner.

4.05. Trimming of Trees: The Grantee may cut or trim trees and vegetation located within the public rights of way that interfere with the National Electrical Safety Code and other clearance requirements.

4.06. Movement of Facilities: In the event that it becomes necessary to temporarily move or remove any of the Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order lawfully to move a large object, vehicle, building, or other structure over the Streets of the City, upon thirty (30) days prior notice by the City to the Grantee, the Grantee shall move at the prepaid expense of the person requesting the temporary removal, such of the facilities as may be required to facilitate such movements.

4.07. By separate agreement, the City and Grantee shall execute a headend lease and easement to be coterminous with the Buckhannon Cable Television Franchise Ordinance .

## SECTION 5. TECHNICAL PROVISIONS.

5.01 Technical Requirements: The Grantee shall maintain a System that meets at least the minimum technical standards applied or required, or as may hereafter be applied or required by the Federal Communications Commission (the "FCC") and/or the West Virginia Public Service Commission (the "WVPSC"). Procedures for testing the technical capacity of the System shall conform with the technical and testing standards applied to cable systems by the FCC. The results of any tests as are now required or as may hereafter be required by either the FCC or the WVPSC shall be filed promptly with the City by the Grantee upon the City's written request.

5.02 Maintenance: All lines, equipment, facilities, and other property of the Grantee located within the City shall at all times be kept and maintained by the Grantee in a safe and suitable condition and in good order and repair. The Grantee shall render efficient service, respond to all complaints promptly, make repairs promptly, and interrupt service only for good cause.

5.03 Emergency Alert System: The Grantee must install and maintain an emergency alert system that can override audio and video on all Channels to provide emergency alerts throughout the City. The system must be designed and maintained so that authorized local officials can activate the system remotely without the assistance of the Grantee, using a telephone and secure password or by such other technical means as the City and Grantee may approve. The system must be designed and maintained so that the designated officials, from a touch-tone telephone, can activate a pre-recorded text message, and at such officials' option, an accompanying live audio voice message.

## SECTION 6. SERVICE PROVISIONS.

6.01. Services Following Technical Upgrade and Additions to the Existing System to be Provided by the Grantee: Upon completion of any technical upgrades and programming additions to the existing system, the Grantee shall offer at all times during the franchise term, a mix of cable programming services within the broad categories of video programming as are enumerated below, subject to availability. The Grantee shall not add, eliminate, or replace services or otherwise modify its channel lineup, without first notifying the Board and Council, except where such consultation is not reasonable or practical due to either (a) the application of the then applicable state and/or federal law, or (b) the nature of any contracts which the Grantee may now have or may have in the future with any providers of cable service programming.

- (1) Television broadcast signals, such as local and distant, and commercial and educational stations, e.g., major network programming, such as ABC, CBS, NBC, FOX, and PBS;
- (2) Local origination programming, subject to availability;
- (3) Variety programming;
- (4) Children's programming;
- (5) Programming with particular emphasis on music;
- (6) Sports programming;
- (7) News and public affairs programming; and
- (8) Motion pictures and specials.

Programming services may be offered on a composite basis.

6.02. Free Services to Certain Public Facilities: Subject to Section 4.01, the Grantee shall install at no cost to the City, and shall provide a minimum of one (1) free connection of Basic Cable Service and Expanded Cable Service (collectively the "Free Service") to each public school located within the City, to the Stockert Youth Center located at 79 East Main Street, the Dessie Graves Senior Center on Senior Drive, each station of the City Fire and Police Departments, City Hall, the Charles W. Gibson Memorial Library, , and when requested by the City Council, to such other buildings which are municipally owned, operated or otherwise substantially utilized by the City. The total number of physical locations designated for Free Service owned, operated, or substantially utilized by the City shall not exceed twelve (12) locations.

6.03. Public, Educational, and Governmental (PEG) Use: The Grantee shall designate ten percent (10%) of its channels for non commercial Public, Educational, or Governmental ("PEG") use. The Grantee shall not be required to designate more than three (3) such channels for PEG use. At least one (1) such designated channel shall be carried as part of the Basic Cable Service. The Grantee shall abide by all reasonable rules and procedures adopted by the City as local franchise authority for activation of the designated PEG channels. Notwithstanding the immediately foregoing provision respecting PEG channels, and assuming that the City's waiver of the same is not clearly prohibited by law, the City may waive entitlement to receive PEG channels.

## SECTION 7. RATE REGULATION.

7.01. Rate Regulation by the State of West Virginia: The West Virginia Public Service Commission ("WVPSC") presently requires cable operators to file a schedule of its rates of service on a form and with the notice that the WVPSC may prescribe. To the extent permitted by federal law, the WVPSC shall regulate rates to insure that said rates are just and reasonable both to the public and to the cable operator, and that said rates are not unduly discriminatory. To the extent permitted by federal law, the WVPSC shall regulate charges other than those related to rates for the provision of basic cable service to insure that they are just and reasonable and not unduly discriminatory.

### 7.02. Rate Regulation by the City:

(a) Under current federal and state law and regulation, the City does not have the right to regulate rates. To the extent that federal or state law or regulation may hereafter be amended to authorize the City to regulate rates, the City shall only then have the right to regulate such rates to such extent then authorized by law, or to refrain from regulating such rates for any period of time. Such regulation shall be consistent with federal and state law and regulation, including the rules and regulations of the Federal Communications Commission.

(b) If and when the City exercises rate regulation pursuant to Section 7.02(a), the following provisions shall apply:

(1) If the City does not act upon a rate increase request from the Grantee within sixty (60) days after the receipt of such request, the rate increase shall be deemed as granted.

(2) The Grantee shall not have the right to increase rates otherwise regulated under Section 7.02(a), without City approval, except in the case of any increase in taxes or fees (including copyright fees) imposed by local, state or federal governments such costs may be added to existing rates, in the discretion of the Grantee.

## SECTION 8. FRANCHISE FEE.

8.01. Franchise Fee: The Grantee shall pay to the City an annual franchise fee in the amount of five percent (5%) of its Gross Revenue realized from within the corporate limits, payable quarterly within thirty (30) days of the end of each calendar quarter. Franchise fees may be passed through to subscribers as a line item on subscriber invoices, or otherwise. In the event of any annexation by the City, the City shall notify the Grantee accordingly, and the Grantee shall then immediately thereafter include such subscribers in its calculation of the City's franchise fees. Any franchise agreement subsequently negotiated by the Grantee with the City during this franchise term shall not be inconsistent with the annexation provisions hereof and further as are set forth pursuant to Sections 2.12 and 4.01 hereof.

8.02. Telephony Products: If at any time during the term of this franchise agreement or any subsequent renewal period it is determined, by either an administrative agency or a court, exercising proper jurisdiction over the matter, that telephony products offered generally by cable providers is determined to be "gross revenue" of the cable provider then the franchisee will immediately commence payment of the revenue fee to the City of Buckhannon for telephony products marketed and sold in the Service Area.

8.03. Franchise Fee Report: The Grantee shall submit to the City, along with each franchise fee payment, a report showing the method by which such franchise fees were calculated.

8.04. Inspection: The City reserves the right to have an accountant or other representative of its selection examine the books and records of the Grantee, upon thirty (30) days written notice, to verify the correctness of the payment of the quarterly installments and the inclusion of revenues received from all City subscribers. Any and all accounting costs and expenses associated with this Section shall be borne by the City, unless it is determined from the City's inspection that the Grantee has underpaid the City in an amount of two percent (2%) or more of the City's franchise fees for any quarterly period as calculated upon the Grantee's Gross Revenues, in which case the Grantee shall be responsible to immediately reimburse the City for all of such reasonable accounting costs and expenses, together with full, back payment of the adjusted franchise fee amount.

## SECTION 9. LOCAL OFFICE.

The Grantee at all times during the renewal term hereof shall put forth all reasonable effort, provided that the same remains economically feasible, to maintain an office of a technical quality and staffing as exists at the outset of this franchise term, within the City's corporate limits, and in any event shall at all times maintain an office within Upshur County, West Virginia, which shall be open during all usual business hours, and shall have a publicly listed, toll free telephone number, so as to receive subscriber payments, complaints, and requests for repairs or adjustments to service. The office shall be staffed with both customer service representatives and technical personnel, with such staff being drawn, to the extent possible, from residents of the City and Upshur County, West Virginia, and then from other surrounding local areas.

## SECTION 10. REVIEW SESSION.

On or about July 1, 2016, and on each succeeding anniversary date of this renewal term thereafter, the Grantee will, upon the City's written request, report to the Board and Council upon (1) the technical reliability of the System; (2) the generally-accepted state of the art for systems of comparable size; (3) the need for, or economic feasibility of modifications and programming additions to the System; and (4) current and anticipated rates for the System. The City may schedule a review session to discuss such report and any proposed modifications to the System.

#### SECTION 11. INSURANCE AND INDEMNITY.

11.01. Indemnity: The Grantee shall save, indemnify, hold harmless, and defend the City at all times during the term of this Franchise, from and against all claims arising for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of the System.

11.02. Insurance: The Grantee shall maintain throughout the term of the Franchise, a policy of liability insurance covering the Grantee, which shall name the City in all respects as an additional or co-insured, in amounts not less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards:

(1) One Million Dollars (\$1,000,000) for bodily injury or death to any one person, within the limit of Two Million Dollars (\$2,000,000) for bodily injury or death resulting from any one accident.

(2) Two Hundred Fifty Thousand Dollars (\$250,000) for property damage resulting from any one accident.

#### SECTION 12. Enforcement and Termination of Franchise.

12.01 Notice of Violation: In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall promptly notify the Grantee in writing of the exact nature of the alleged default.

12.02 Grantee's Right to Cure or Respond: The Grantee shall have sixty (60) days from receipt of any notice described in Section 12.01: (a) to respond to the Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, to initiate reasonable steps to remedy such default and to notify the Franchising Authority of the steps being taken and of the projected date that the curative actions will be completed.

12.03 Public Hearing: In the event that the Grantee fails to respond to the notice described in Section 12.01 pursuant to the procedures set forth in Section 12.02, or in the event that the alleged default is not remedied within one hundred twenty (120) days after the Grantee is notified of the alleged default pursuant to Section 12.01, the City shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no fewer than twenty (20) business days therefrom. The City shall notify the Grantee of the time and place of such meeting and provide the Grantee with a full opportunity to be heard.

12.04 Enforcement: Subject to applicable federal and state law, in the event the Franchising Authority determines, after such meeting, that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- (a) Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- (b) Commence an action at law for monetary damages or seek other equitable or injunctive relief;
- (c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- (d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

The Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance.

#### SECTION 13. RENEWAL.

This Franchise Agreement may be renewed pursuant to the procedures prescribed by federal law and further by the West Virginia Public Service Commission (Ch. 24D, Article 1, Sect. 1 et seq., of the West Virginia Code), provided that the Grantee and the City shall in any event afford the public adequate notice and opportunity for comment.

#### SECTION 14. ASSIGNMENT.

The Grantee shall have the right to assign this Franchise providing that the assignee is clearly established as being a reputable company, capable financially, technically, and legally, in the judgment of the Council of the City of Buckhannon, of complying with the provisions of this Franchise. Any application for consent to assign this Franchise shall be made in the form as may be prescribed by the West Virginia Public Service Commission. No assignment of this Franchise shall be made until such time as the City receives one hundred twenty (120) days notice in writing from the Grantee, served upon the Council setting forth in detail information concerning the proposed assignee and until such time as the consent of the Council to the assignment is obtained. The City may invoke rights of inspection, similar to those set forth pursuant to Section 8.04 hereof, in conjunction with any proposed assignment. The Council shall not unreasonably withhold its consent to any assignment. For purposes of determining whether an assignment is resulting, "assignment" shall be construed liberally, and shall include but shall not be limited to the purchase of the physical assets comprising the System by a third party who as a consequence of said proposed transaction, would come to own a fifty-one percent (51%) or greater share in the physical assets comprising the System.

#### SECTION 15. MISCELLANEOUS.

15.01. Severability: In the event that any law, ordinance, regulation or court decision shall render any provision of this Franchise invalid, the remaining provisions of the Franchise shall nevertheless remain in full force and effect, unless the enforcement of such remaining provisions would be unconscionable or substantially oppressive to one or the other of the parties.

15.02. Force Majeure: The prevention or delay in performance of any provision of this Franchise due to circumstances beyond the control of the Grantee or the City, or Acts of God, shall not be deemed as noncompliance with, or as a violation of this Franchise. The parties expressly agree that the failure of equipment suppliers to timely deliver equipment needed for any technical additions to the existing system may constitute a circumstance beyond the control of the Grantee.

15.03. Nonexclusive: This Franchise is nonexclusive. The City reserves the right to award additional franchises; provided, however, that the City shall not authorize or permit another cable television system operator to operate within the City on terms or conditions more favorable or less burdensome to such operator than those applied to the Grantee pursuant to this Franchise Agreement; and provided further, that if the City authorizes or permits another cable television system operator to operate within the City, it shall do so on the condition that such cable television system operator indemnify and hold harmless the Grantee from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including those of the Grantee, the City, and utilities, incidental to inspections, make ready, and construction of an additional cable television system in the franchise area; and provided further that the Grantee shall be designated as a third party beneficiary of such conditions as are incorporated into the authorization(s) granted to any such other cable television system operators.

15.04. Entire Agreement: This Ordinance and all attachments hereto represent the entire understanding and agreement by and between the parties hereto; supersedes all prior oral negotiations between the parties; and can be amended, supplemented, modified or changed only by a written agreement executed by both parties, which makes specific reference to this Franchise Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

15.05. Laws Governing: This Franchise shall be governed by and construed in accordance with the laws of the State of West Virginia, and particularly the provisions of the West Virginia Public Service Commission (Ch. 24D, Art. 1, Sect. 1, et seq., of the West Virginia Code), and which provisions are expressly incorporated and embodied herein, and this Franchise shall be governed by and construed in accordance with applicable federal law.

15.06. Effective Date: This Ordinance and Franchise Agreement shall be effective upon September 15, 2016, and assuming that this Franchise Agreement has been formally accepted by the Grantee, which acceptance shall be evidenced by the Grantee's execution of the "CERTIFICATE OF ENACTMENT AND ACCEPTANCE", which is attached below.

**FIRST READING:** August 11, 2016

**SECOND READING:** August 18, 2016

**THIRD READING, PASSAGE AND ADOPTION:** September 15, 2016

\_\_\_\_\_  
**David McCauley, Mayor**

CERTIFICATE OF ENACTMENT AND ACCEPTANCE

I, Amberle Jenkins, Assistant City Recorder of the City of Buckhannon, do hereby certify that the foregoing Ordinance No. 2016-006 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the Council assembled on September 15, 2016.

\_\_\_\_\_  
**Amberle Jenkins, Assistant City Recorder**

WITNESS the following signatures:

(SEAL)

CEQUEL III COMMUNICATIONS II, LLC,  
a Delaware limited liability company dba Suddenlink Communications

By: \_\_\_\_\_  
Michael J. Zarrilli, Vice President, Government Relations & Senior Counsel

THE CITY OF BUCKHANNON, WEST VIRGINIA  
a West Virginia, municipal corporation

By: \_\_\_\_\_  
David McCauley, Mayor of the City of  
Buckhannon, a West Virginia municipal  
corporation

WITNESSETH:

\_\_\_\_\_  
Amberle Jenkins, Assistant City Recorder

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that

\_\_\_\_\_, who signed the foregoing Franchise Agreement being Ordinance No. 2016-006 of the City of Buckhannon, as Vice President, Government Relations & Senior Counsel of Cequel III Communications II, LLC, a Delaware limited liability company dba Suddenlink Communications, has this day, before me, acknowledged the said writing to be the act and deed of said Cequel III Communications II, LLC, a Delaware limited liability company dba Suddenlink Communications.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires:

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF WEST VIRGINIA,

COUNTY OF UPSHUR, to-wit:

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that David McCauley, who signed the foregoing Franchise Agreement being Ordinance No. 2016-006 of the City of Buckhannon, as Mayor of the City of Buckhannon, has this day, before me, acknowledged the said writing to be the act and deed of said municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires:

\_\_\_\_\_  
Notary Public

(SEAL)

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**Motion Albaugh/ Rylands to Approve the Third and Final Reading of TV Cable Board Franchise Ordinance 2016-006; Motion Carried Unanimously**

**• Downtown Parking Ordinance 2016-008- Third and Final Reading**

City Attorney Scott McClure read the caption.

**ORDINANCE NO. 2016-008 OF THE CITY OF BUCKHANNON, AN ORDINANCE AMENDING, MODIFYING AND RE-ENACTING ARTICLE 361 OF THE CODIFIED ORDINANCES OF THE CITY OF BUCKHANNON, UPSHUR COUNTY, WEST VIRGINIA REGARDING PARKING**

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF BUCKHANNON, AS FOLLOWS:

**CHAPTER SEVEN – Parking**

Art. 361. Parking Generally

**ARTICLE 361**

**Parking Generally**

- |                                                         |                                                                                 |
|---------------------------------------------------------|---------------------------------------------------------------------------------|
| 361.01 Prohibition against highways.                    | 361.08 Parking for certain purposes parking on streets or prohibited            |
| 361.02 Police may remove illegally stopped vehicles.    | 361.09 Parking prohibited during certain hours in downtown district             |
| 361.03 Prohibited stopping, standing or parking places. | 361.10 Truck loading zones.                                                     |
| 361.04 Vehicles parked vehicles in various off-street   | 361.11 Bus stops and taxicabs stands.                                           |
| 361.05 Manner of angle and parallel parking.            | 361.12 Parking in alleys and narrow streets; exceptions                         |
| 361.06 Accessible parking.                              | 361.13 Registered owner prima-facie liable for unlawful parking.                |
| 361.07 Abandoned/junk motor vehicles                    | 361.14 Monthly permit fees for parking on private property. parking facilities. |
|                                                         | 361.15 Regulations.                                                             |
|                                                         | 361.16 Severability.                                                            |
|                                                         | 361.17. Effective Date.                                                         |
|                                                         | 361.99 Penalty.                                                                 |

**CROSS REFERENCES**

See sectional histories for similar State law  
Authority to regulate the standing or parking of vehicles – see W. Va. Code 17C-2-8(a)(1)  
Authority to regulate parallel and angle parking – See W. Va. Code 17C-13-4  
Impounding of abandoned vehicles - see TRAF. 303.07  
Duty to stop engine, set brake on grade and remove key – see TRAF. 349.01

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**361.01 PROHIBITION AGAINST PARKING ON STREETS OR HIGHWAYS.**

(a) Upon any street or highway outside of a business or residence district no person shall stop, park or leave standing any vehicle, whether attended or unattended, upon the paved or main-traveled part of the street or highway when it is practicable to stop, park or so leave such vehicle off such part of the street or highway, but in every event an unobstructed width of the street or highway opposite a standing vehicle shall be left for the free passage of other vehicles and a clear view of such stopped vehicles shall be available from a distance of 200 feet in each direction upon such highway or street.

(b) This section shall not apply to the driver of any vehicle which is disabled while on the paved or main-traveled portion of a street or highway in such a manner and to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position. (WVaC 17-C-13-1)

#### **361.02 POLICE MAY REMOVE ILLEGALLY STOPPED VEHICLES.**

(a) Whenever any police officer finds a vehicle standing upon a street or highway in violation of Section 361.01, such officer is hereby authorized to move such vehicle or require the driver or other person in charge of the vehicle to move the same, to a position off the paved or main-traveled part of such street or highway.

(b) Whenever any police officer finds a vehicle unattended upon any bridge or causeway or in any tunnel where such vehicle constitutes an obstruction to traffic, such officer is hereby authorized to provide for the removal of such vehicle to the nearest garage or other place of safety.

(WVaC 17C-13-2)

#### **361.03 PROHIBITED STOPPING, STANDING OR PARKING PLACES.**

(a) No person shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places:

- (1) On a sidewalk;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within fifteen feet of a fire hydrant;
- (5) In a properly designated fire lane;
- (6) On a crosswalk;
- (7) Within twenty feet of a crosswalk at an intersection;
- (8) Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
- (9) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (10) Within fifty feet of the nearest rail or a railroad crossing;
- (11) Within twenty feet of the driveway entrance to any fire station and on the side of a street opposite of a street to any fire station within seventy-five feet of such entrance (when properly signposted);
- (12) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
- (13) On the roadway side of a vehicle stopped or parked at the edge or curb of a street;
- (14) Upon any bridge or other elevated structure upon a street or highway or within a street or highway tunnel;
- (15) At any place where signs prohibit stopping, standing or parking or where the curbing or street is painted yellow or red, or at any place in excess of the maximum time limited by signs;
- (16) Within twenty feet of any mail receptacle served regularly by a carrier using a motor vehicle for daily deliveries if such parking interferes with or causes delay in the carrier's schedule;
- (17) Upon any controlled-access highway;
- (18) At any place on any street or highway where the safety and convenience of the traveling public is thereby endangered;
- (19) Over or across any lines or marks established by the Municipality to indicate parking spaces;
- (20) In front of a wheelchair accessible ramp or curb cut which is part of a sidewalk designed for use by the general public when the ramp or curb cut is properly marked with blue paint.

(b) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such distance as is unlawful.

(WVaC 17C-13-3)

(c) No person shall back a vehicle into a metered space. (\$5.00)

#### **361.04 VEHICLES PARKED ON PRIVATE PROPERTY.**

No driver of a vehicle shall stop, park or leave standing unattended any vehicle on a private road or driveway or on a private property without having express or implied permission from the owner, tenant or lessee of such land. The owner, tenant or lessee of such private road or driveway or private property may move, or have moved, any vehicle stopped, parked or left standing unattended on his or her private road, driveway or private road, driveway or private property as above prohibited without any liability for the cost of moving any vehicle, nor shall he or she be liable to the owner of the vehicle for any damage done to such vehicle in moving it, unless the owner, tenant or lessee of such private road or driveway or private property was negligent in removing or authorizing the removal of the vehicle. The owner of such vehicle shall be responsible to the persons removing such vehicle for paying all removal costs. Any person who removes any vehicle under the provisions of this section shall notify the State Police of C-such action, and, in addition notify the Police Department. (WVaC 17C-14-13)

#### **361.05 MANNER OF ANGLE AND PARALLEL PARKING.**

(a) Every vehicle stopped or parked upon a roadway where there is an adjacent curb shall be stopped or parked with the curb-side wheels of such vehicle parallel with and not more than eighteen inches from the curb, unless it is impossible to approach so close to the curb; in such case the stop shall be as close to the curb as possible and only for the time necessary to discharge and receive passengers or to load or unload merchandise.

(b) The subsection does not apply to streets or parts thereof where angle parking is lawfully permitted. However, no angle parking shall be permitted on a State or Federal-aid route unless approved by the State Commissioner of Highways.

(c) Upon streets where angle parking is permitted, no person shall stop, stand or park a vehicle other than at the angle to the curb or edge of the roadway as is indicated by appropriate signs or marks.

(d) No vehicle shall be stopped or parked on a road or street with the vehicle facing in the direction other than the direction of travel on that side of the road or street.

#### **361.06 ACCESSIBLE PARKING.**

(a) As used in this section, the following terms have the meanings ascribed to them in this subsection:

(1) A person or applicant with a "mobility impairment" means a person who is a citizen of West Virginia and as determined by a physician, allopath or osteopath chiropractor, advanced nurse practitioner or physician's assistant licensed to practice in West Virginia:

- A. Cannot walk two hundred feet without stopping to rest;
- B. Cannot walk without the use of or assistance from a brace, cane, crutch, prosthetic device, wheelchair, other assistive device or another person;
- C. Is restricted by lung disease to such an extent that the person's force (respiratory) expiratory volume for one second, when measured by spirometry, is less than one liter or the arterial oxygen tension is less than sixty mm/hg on room air at rest;
- D. Uses portable oxygen;
- E. Has a cardiac condition to such an extent that the person's functional limitations are classified in severity as Class III or Class IV according to standards established by the American heart association; or
- F. Is severity limited in his or her ability to walk because of an arthritic, neurological, or other orthopedic physical condition.

(2) "Special registration plate" means a registration plate that displays the international symbol of access, as adopted by the Rehabilitation International Organization in nineteen hundred sixty-nine at its Eleventh World Congress on Rehabilitation of the Disabled, in a color that contrasts with the background, in letters and numbers the same size as those on the plate, and which may be used in lieu of regular registration plate;

(3) "Removable windshield placard" (permanent or temporary) means as two-sided hanger style placard measuring three inches by nine and one half inches, with all of the following on each side:

A. The international symbol of access, measuring at least three inches in height, centered on the placard, in white on a blue background for permanent designations and in white on a red background for temporary designations;

B. An identification number measuring one inch in height;

C. An expiration date in numbers measuring one inch in height; and

D. The seal or other identifying symbol of the issuing authority.

(4) "Public entity" means state or local government or any other department, agency, special purpose district or other instrumentality of a state or local government.

(5) "Public facility" means all or any part of any buildings, structures, sites, complexes, roads, parking lots or other real or personal property, including the site where the facility is located.

(6) "Place(s) of public accommodation" means a facility or facilities operated by a private entity whose operations affect commerce and fall within at least one of the following categories:

A. Inns, hotels, motels and other places of lodging;

B. Restaurants, bars or other establishments serving food or drink;

C. Motion pictures houses, theaters, concert halls, stadiums or other places of exhibition or entertainment;

D. Auditoriums, convention centers, lecture halls or other places of public gatherings;

E. Bakeries, grocery stores, clothing stores, hardware stores, shopping centers or other sales or rental establishments;

F. Laundromats, dry cleaners, banks, barber and beauty shops, travel agencies, shoe repair shops, funeral parlors, gas or service stations, offices of accountants and attorneys, pharmacies, insurance offices, offices of professional health care providers, hospitals or other services establishments;

G. Terminals, depots or other stations used for public transportation;

H. Museums, libraries, galleries or other places of public display of collection;

I. Parks, zoos, amusement parks or other places of recreation;

J. Public or private nursery, elementary, secondary, undergraduate or post-graduate schools or other places of learning and day care centers, senior citizen centers, homeless shelters, food banks, adoption agencies or other social service establishments; and

K. Gymnasiums, health spas, bowling alleys, golf courses or other places of exercise or recreation.

(7) "Commercial facility" means a facility whose operations affect commerce and which are intended for nonresidential use by a private entity.

(8) "Accessible parking" formally known as "handicap parking" is the present phase consistent with language within American with Disabilities Act (ADA).

(9) "Parking enforcement personnel" includes any law enforcement officer as defined by West Virginia Code 30-29-1, and private security guards, parking personnel and other personnel authorized by a city, county or the state issue parking citations.

(b) An accessible parking space should comply with the provisions of the Americans with Disabilities Act accessibility guidelines, contained in the 28 C.F.R. 36, Appendix A, Section 4.6. In particular, the parking space should be a minimum of eight feet wide with an adjacent eight-foot access aisle for vans having side mounted hydraulic lifts or ramps of a five-foot access aisle for standard vehicles. Access aisles should be marked using diagonal two-to four-inch-wide-stripes spaced every twelve or twenty-four inches apart along with the words "no parking" in painted letters which are at least twelve inches in height. All accessible parking spaces should have a signpost in front or adjacent to the accessible parking space displaying the international symbol of access sign mounted at a minimum of eight feet above the pavement of sidewalk and the top of the sign. Lines or markings on the pavement or curbs for parking spaces and access aisles may be in any color, although blue is the generally accepted color for accessible parking.

(c) A vehicle from any other state, United States territory or foreign country displaying an officially issued special registration plate, placard or decal bearing the international symbol of access shall be recognized and accepted as meeting the requirements of this section, regardless of where the plate, placard or decal is mounted or displayed on the vehicle.

(d) Stopping, standing or parking places marked with the international symbol of access shall be designated in close proximity to all public entities including state, county and municipal buildings and facilities, places of public accommodation and commercial facilities. These parking places shall be reserved solely for persons with a mobility impairment at all times.

(e) Any person whose vehicle properly displays a valid, unexpired special registration plate or removable windshield placard may park the vehicle for unlimited periods of time in parking zones unrestricted as to length of parking time permitted; Provided, that this privilege does not mean that the vehicle may park in any zone where stopping, standing or parking is prohibited or which created parking zones for special types of vehicles or which prohibits parking during heavy traffic periods during specified rush hours or where parking would clearly

present a traffic hazard. To the extent any provision of any ordinance of any political subdivision of this State is contrary to the provisions of this section, the provisions of this section take precedence and apply.

The parking privileges provide for in this subsection apply only during those times when the vehicle is being used for the loading or unloading of a person with a mobility impairment. Any person who knowingly exercises, or attempts to exercise these privileges at a time when the vehicle is not being used for the loading or unloading of a person with mobility impairment, upon first conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined two hundred dollars (\$200.00); upon second conviction thereof, in addition to any other penalty, he or she may otherwise incur, shall be fined three hundred dollars (\$300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars (\$500.00).

(f) Any person whose vehicle does not display a valid, special registration plate or removable windshield placard may not stop, stand or park a motor vehicle in an area designated, zoned or marked for accessible parking with signs or instructions displaying the international symbol of access, either by itself or with explanatory text. The signs may be mounted on a post or a wall in front of the accessible parking space and instructions may appear on the ground or pavement, but use of both methods is preferred. Accessible parking spaces for vans having an eight-foot adjacent access aisle should be designated as "van accessible" but may be used by any vehicle displaying a valid special registration plate or removable windshield placard.

Any person who violates the provisions of this subsection shall be fined two hundred dollars (\$200.00); upon second conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined three hundred dollars (\$300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars (\$500.00).

(g) All signs that designate areas as "accessible parking" or that displays the international symbol of access shall also include the words "Up to \$500.00 fine".

(h) No person may stop, stand or park a motor vehicle in an area designated or marked off as an accessible aisle to a van-accessible parking space or regular accessible parking space. Any person, including driver of a vehicle displaying a valid removable windshield placard or special registration plate, who violates the provisions of this subsection shall be fined two hundred dollars (\$200.00); upon second conviction thereof, in addition to any other penalty he or she may otherwise incur, shall be fined three hundred dollars (\$300.00); and upon third and subsequent convictions thereof, in addition to any other penalty he or she may otherwise incur, shall be fined five hundred dollars (\$500.00).

(i) Parking enforcement personnel who otherwise enforce parking violations may issue citations for violations of this section and shall reference the number on the vehicle's license plate, since the driver normally will not be present.

(j) Law-enforcement agencies may establish a program to use trained volunteers to collection information necessary to issue citations to persons who illegally park in designated accessible parking spaces. Any law-enforcement agency choosing to establish a program shall provide for workers' compensation and liability coverage. The volunteers shall photograph the illegally parked vehicle and complete a form, to be developed by supervising law-enforcement agencies, that includes the vehicle's license plate number, date, time and location of the illegally parked vehicle. The photographs must show the vehicle in the accessible space and a readable view of the license plate. Within the discretion of the supervising law-enforcement agency, the volunteers may issue citations or the volunteers may submit the photographs of the illegally parked vehicles and the form to the supervising law-enforcement agency, who may issue a citation, which includes the photographs and the form, to the owner of the illegally parked vehicle. Volunteers shall be trained on the requirements for citations for vehicles parked in marked, zoned or designated accessible parking areas by the supervising law-enforcement agency.

(k) The Municipality in enforcing this section shall retain all fines and associated late fees. These revenues shall be used first to fund the provisions of subsection (j) of this section, if adopted by the Municipality or otherwise shall go into the Municipality's General Revenue Fund. (WVaC 17C-13-6)

### **361.07 ABANDONED/JUNK MOTOR VEHICLES**

(a) Findings of Council. Council hereby makes the following findings:

(1) The statutory provisions of Chapter 8, Article 12, Section 5, Paragraph (10) of the West Virginia Code specifically authorize municipalities by ordinance or resolution, as the case may require, and by appropriate action based thereon, to prohibit the accumulation and require the disposal of garbage, refuse, debris, wastes, ashes, trash and other similar accumulations whether on private or public property;

(2) The statutory provisions of Chapter 8, Article 12, Section 5, Paragraph (13) of the West Virginia Code specially authorize municipalities by ordinance or resolution, as the case may require, and by appropriate action based thereon, to prevent injury of annoyance to the public individuals from anything dangerous, offensive or unwholesome;

(3) The statutory provisions of Chapter 8, Article 12, Section 5, Paragraph (23) of the West Virginia Code specifically authorize municipalities by ordinance or resolution, as the case may require, and by appropriate action based thereon, to provide for the elimination of hazards to public health and safety and to abate or cause to be abated anything which in the opinion of a majority of the governing body is a public nuisance;

(4) The statutory provisions of Chapter 8, Article 12, Section 5, Paragraph (44) of the West Virginia Code specifically authorize municipalities by ordinance or resolution, as the case may require, and by appropriate action based thereon, to protect and promote the public morals, safety, health, welfare and good order;

(5) The statutory provisions of Chapter 8, Article 12, Section 5, Paragraph (58) of the West Virginia Code specifically authorize municipalities by ordinance or resolution, as the case may require, and by appropriate action based thereon, to provide penalties for offenses and violation of law mentioned in Chapter 8, Article 12, Section 5 of the West Virginia Code, as amended;

(6) The statutory provisions of Chapter 17, Article 24A, Section 1, et seq. of the West Virginia Code specifically address abandoned and junked motor vehicles, including the opportunity of municipal enforcement agencies such as the city of Buckhannon's Police Department to take certain actions to take custody and possession of such vehicles;

(7) Council deems the parking or storage of any motor vehicle that has been abandoned, or which otherwise is in a wrecked, junked, partially dismantled, inoperative or abandoned condition upon any public property situated within the corporate limits of the city of Buckhannon for any period of time, and upon any private property situated within the corporate limits of the City of Buckhannon for a period exceeding thirty (30) days, to constitute violations of all of the foregoing Paragraphs (10), (13), (23) and (44) of Chapter 8, Article 12, Section 5 of the West Virginia Code, as amended, unless such vehicle is stored completely within an enclosed building located upon private property only, or further unless such vehicle is so stored or parked on a private property only in connection with a duly licensed business or commercial enterprise operated and conducted pursuant to law when such parking or storage of vehicles is necessary to the operation of the business or commercial enterprise;

(8) Council further finds that the keeping of abandoned or junked motor vehicles reflects negatively upon the appearance and image of our community, impairing property values and damaging neighborhood harmony; and,

(9) Council further deems it to be reasonable and appropriate to establish specific warning notice provisions for those violating the provisions of this section by storing abandoned or junked motor vehicles upon private property, prior to the issuance of any citation that could result in the imposition of penalties that include possible fines and imposition of fees, costs and expenses incurred by the City against persons convicted of violating the provisions of this section.

(b) Definitions.

(1) "Abandoned motor vehicle" means any motor vehicle, or substantial part thereof, that is functionally or legally inoperative and that has been left unattended, discarded or deserted, on either public or private property, other than such vehicle that is kept or maintained within a fully enclosed building or within a licensed salvage yard, vehicle auction establishment, or licensed and appropriately zoned vehicle repair establishment; to avoid any possible misunderstanding, a functionally inoperative vehicle is one that cannot be driven from its stored location; and a legally inoperative motor vehicle specifically includes any vehicle that is not currently licensed, inspected, or registered, and in either case, is not kept or maintained within a fully enclosed building, licensed salvage yard, vehicle auction establishment, or licensed and appropriately zoned vehicle repair establishment or the actual possession of the demolisher or repair enterprise.

(2) "Citation" means any written order issued by any City police officer, required the cited person to appear before the City Municipal court at a later date.

(3) "Enclosed building" means a structure surrounded by connected and intersecting walls or one continuous wall, and having a roof enclosing the entire structure and includes a permanent appendage thereto.

(4) "Junked motor vehicle" means any motor vehicle, or part thereof, other than an on-premises farm utility vehicle, that is discarded, wrecked, ruined, scrapped or dismantled, and cannot pass the State inspection required by Chapter 17C, Article 16, Section 1, et seq. of the West Virginia Code, as amended.

(5) "Motor vehicle" means any motor vehicle that is or was self-propelled, including but not limited to any automobile, truck, bus, motorcycle, or all-terrain vehicle (ATV).

(6) "Municipal court" means the Municipal Court of the City of Buckhannon, West Virginia, or the judge thereof.

(7) "Person" means any natural person, corporation, firm, partnership, association or society and the plural as well as the singular.

(8) "Private property" means any public street, ally, sidewalk or other real property owned or occupied by any person whomsoever.

(9) "Public property" means any public street, sidewalk or other real property not privately owned.

(10) "Warning notice" means the thirty (30) day notice described and set forth pursuant to the statutory provisions of Chapter 17, Article 24A, Section 3 of the West Virginia State Code that requires the enforcement agency to give both the private property owner and the owner of the subject abandoned or junked motor vehicle, if ascertainable, a thirty-day, written notice by registered or certified mail that the action will be taken unless the motor vehicle is restored to a functional use and legally operative condition, or further pursuant to this section, the subject motor vehicle is otherwise brought into compliance by proper removal or being moved within an enclosed building.

(11) "Zoning and Housing Enforcement Officer" means the duly appointed zoning and housing enforcement officer of the City of Buckhannon.

(c) Warning Notice to Remove Motor Vehicle.

(1) Prior to any removal of any abandoned or junked motor vehicle from private property only, by the enforcement agency as permitted pursuant to Chapter 17, Article 24A, Section 1, et seq., of the West Virginia Code, as amended, and further prior to the issuance of any citation authorized to be issued pursuant to the provisions of this section, there shall first be given to the private property owner or other possessor of the private property who is not the owner, e.g., lessee, and the owner of the motor vehicle, if ascertainable, a thirty-day written warning notice either sent by registered mail, or served personally by any member of the City of Buckhannon Police Department, said notice providing that the removal action will be taken, and a citation issued unless the motor vehicle is otherwise brought into compliance by proper removal or being moved within an enclosed building or otherwise being brought into compliance. All thirty-day warning notices shall be prepared by the City's Zoning and Housing Enforcement Officer, and the form warning notice shall be filed with and approved by the City Council. The thirty-day warning notice period shall be deemed to commence with either the receipt date or service date of the warning notice.

(2) The foregoing provisions of subsection (c)(1) hereof shall not be deemed to apply to any abandoned or junked motor vehicle located upon public property. To avoid any possible misunderstanding, the enforcement agency, i.e., the Buckhannon Police Department, may immediately take custody and possession of any abandoned or junked motor vehicle that is kept or maintained upon public property.

(3) The officers of the City's enforcement agency, i.e., the Buckhannon Police Department, are specifically authorized hereby to undertake all measures permitted to be taken by an enforcement agency pursuant to the statutory provisions of Chapter 17, Article 24A, Section 1, et seq., of the West Virginia Code, as amended, as though those measures were set forth fully herein, without limitation, and additionally, said officers are empowered to issue citations for violations of this section pursuant to subsection (d) hereof.

(d) Criminal Actions.

(1) It shall be unlawful for any person to park, store, keep or maintain any abandoned or junked motor vehicle upon any public or private property situation within the corporate limits of Buckhannon.

(2) It shall be unlawful for any person owning or otherwise possessing private property, to permit any parking, storing, keeping or maintaining of abandoned or junked motor vehicle upon any of their private property situation within the corporate limits of Buckhannon.

(3) For purposes of administering this section, a separate citation may be issued for each abandoned or junked motor vehicle.

(4) Further for purposes of administering this section, each ensuing seven-day period following the date of issuance of any citation hereunder shall be deemed to constitute a new and separate offense under this section for which additional citations may thereafter be issued.

(e) Jurisdiction of Municipal Court; Penalties for Violations.

(1) The City of Buckhannon's Municipal Court shall have exclusive jurisdiction to hear and decide all matters pertaining to violations of this section.

(2) Any person convicted of any first offense under this section shall be fined not less than one hundred dollars (\$100.00) nor more than two hundred dollars (\$200.00) in this discretion of the Judge of the Municipal Court, plus any applicable fees, costs and expenses incurred by the Police Department or City of Buckhannon in the removal, storage or disposal of any vehicle pursuant to this section.

(3) Any person convicted of any second of subsequent offense under this section shall be fined not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00) in the discretion of the Judge of the Municipal Court, plus an applicable fees, costs and expenses incurred by the Police Department or City of Buckhannon in the removal, storage or (Ord. 357. Passed 5-17-11.)

**361.08 PARKING FOR CERTAIN PURPOSES PROHIBITED.**

No person shall park any vehicle upon any street within the Municipality for the principal purpose of:

- (a) Displaying such vehicle for sale.
- (b) Displaying advertising.
- (c) Washing, greasing or repairing such vehicle, except repairs made necessary by an emergency.
- (d) Relieving the crowded condition of any parking lot, used car lot, automobile sale lot, repair garage, automobile sales agency or used car sales agency.

**361.09 PARKING PROHIBITED DURING CERTAIN HOURS IN THE DOWNTOWN DISTRICT.**

No person shall park any vehicle upon any street within the Downtown District where clearly identified by signage posted between the hours of 3:00 a.m. and 6:00 a.m. o'clock. For purposes of this section, "Downtown District," is that portion of the "C-1, Downtown Commercial District," established pursuant to the provisions of the City's Zoning Ordinance, i.e., Ordinance No. 244 and the amendatory ordinances thereto, and which "Downtown District" is more particularly depicted upon the attached map. The City's Consolidated Public Works Board as was established pursuant to Ordinance No. 263 shall have plenary authority to expand or contract the "Downtown District" from time to time, but provided that any such expansion or contraction shall be confined to real estate located within the C-1 Zone.

**361.10 TRUCK LOADING ZONES.**

No person shall stop, stand or park a vehicles for the purposes or length of time other than for the expeditious unloading and delivering or pickup and loading of materials in any place marked as a truck loading zone during hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed thirty minutes.

**361.11 BUS STOPS AND TAXICAB STANDS.**

(a) No person shall stop, stand or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand when any such stop or stand has been officially designated and appropriately posted, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone, and then only for a period not to exceed three minutes, if such stopping is not prohibited therein by posted signs.

(b) The operator of a bus shall not stop, stand or park such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop so designated and posted as such, except in case of an emergency.

(c) The operator of a bus shall enter a bus stop on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not further than eighteen inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(d) The operator of a taxicab shall not stand or park such vehicle upon any street at any other place other than in a taxicab stand so designated and posted as such. The provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other stopping or parking provisions at any place for the purpose of a while actually engaged in the expeditious loading or unloading of passengers.

**361.12 PARKING IN ALLEYS AND NARROW STREET; EXCEPTIONS.**

No person shall stop, stand or park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when directed to by a police or traffic control signal.

Except as otherwise provided by law, no person shall stop, stand or park a vehicle within an alley except while actually loading and unloading, and then only for a period not to exceed thirty minutes.

**361.13 REGISTERED OWNER PRIMA-FACIE LIABLE FOR UNLAWFUL PARKING.**

In any hearing on a charge of illegally parking a motor vehicle, testimony that a vehicle bearing a certain license plate was found unlawfully parked as prohibited by the provisions of this Traffic Code, and further testimony that the records of the Department of Motor Vehicles shows that the license plate was issued to the defendant, shall be prima-facie evidence that the vehicle which was unlawfully parked was so parked by the defendant. A certified copy of registration from the Department of Motor Vehicles shall be proof of such ownership.

**361.14 MONTHLY PERMIT FEES FOR PARKING VEHICLES IN VARIOUS OFF-STREET PARKING FACILITIES.**

(a) Unless otherwise established by the City's Consolidated Public Works Board and clearly identified by signage posted at the facility, no charge or permit shall be required for parking any vehicle in any city-owned and/or operated off-street parking facility during the hours from 6:00 a.m. to 3:00 a.m. o'clock. Permits shall be required when parking any vehicle in these facilities from 3:00 a.m. to 6:00 a.m. o'clock.

(b) Notwithstanding any provision of this Article to the contrary, no person shall park any vehicle in the City's "Lot 2," i.e., the lot located across the street and to the immediate east of the Buckhannon Post Office on South Spring Street, at any time for any period exceeding two hours.

(c) A permit fee of \$25.00 per month shall be charged for parking any vehicle in any off-street parking facility clearly identified by signage posted at the facility from 3:00 a.m. to 6:00 a.m. o'clock.

(d) A removable windshield placard, or other city-approved means of displaying a valid permit, shall be properly placed in all vehicles parked in these facilities from 3:00 a.m. to 6:00 a.m. o'clock.

**361.15. RULES AND REGULATIONS**

Notwithstanding the immediately foregoing provisions, this Ordinance shall not prohibit the Consolidated Public Works Board of the City of Buckhannon from establishing, applying, and/or amending from time to time, the Board's own rules and regulations which may be promulgated to further facilitate the administration and operation of this Ordinance.

**361.16. SEVERABILITY.**

In the event that any provision(s) of this Ordinance is determined to be unconstitutional or invalid by a court exercising competent jurisdiction, such determination shall not affect the validity of this Ordinance as a whole or the provisions thereof which are not specifically held to be unconstitutional or invalid other than that provision(s) which is specifically determined to be unconstitutional or invalid.

**361.17. EFFECTIVE DATE.**

This Ordinance shall be effective on January 1, 2017.

**361.99 PENALTY**

(a) Violation of 361.03(a)(15), 361.09, or 361.14. An owner of a vehicle who violates the provisions of 361.03(a)(15), 361.09, or 361.14 of this Article on a first occasion shall receive a warning citation; whoever violates the provisions of 361.03(a)(15), 361.09, or 361.14 of this Article on a second occasion shall be sent a warning letter by certified mail, return receipt requested; and

whoever violates the provisions of 361.03(a)(15), 361.09, or 361, 14 of this Article and being found guilty thereof shall be fined Fifty Dollars (\$50.00) for that offense and any subsequent offenses arising within the twenty-four (24) month period following the date of citation issuance.

(b) General Article Penalty. Whoever violates any provision of this article for which no other penalty is provided shall be fined not less than twenty-five dollars (\$25.00) or more than one hundred dollars (\$100.00); upon a second conviction within one year thereafter shall be fined not more than two hundred dollars (\$200.00); and upon a third or subsequent conviction, shall be fined not more than five hundred dollars (\$500.00).

(c) Abandoned of Junk Vehicles. Whoever violates Section 361.07 shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than thirty days, or both.

.....  
**FIRST READING:** **August 18, 2016**  
**SECOND READING:** **September 1, 2016**  
**THIRD READING, PASSAGE AND ADOPTION:** **September 15, 2016**

**David McCauley, Mayor**

**CERTIFICATE OF ENACTMENT**

I, Amberle Jenkins, Assistant City Recorder, do hereby certify that the foregoing Ordinance No. 2016-008 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on 15<sup>th</sup> day of September, 2016.

**Amberle Jenkins-Assistant City Recorder**

**Motion Albaugh/ Skinner to Approve the Third and Final Reading of Downtown Parking Ordinance 2016-008; Motion Carried Unanimously**

- **Ordinance 2016-010 Property Transfer to UCDA- First Reading (second reading, passage & adoption on October 6, 2016)**

City Attorney Scott McClure read the caption.

**ORDINANCE NO. 2016-010, AN ORDINANCE OF COUNCIL TRANSFERRING .3377 ACRES, MORE OR LESS, TO THE UPSHUR COUNTY DEVELOPMENT AUTHORITY FOR ECONOMIC DEVELOPMENT.**

**WHEREAS**, the Upshur County Development Authority was recently awarded a POWER grant for the purpose of constructing an office facility at the property described in the attached deed;

**WHEREAS**, in furtherance of this object, the City of Buckhannon has demonstrated its willingness to partner with the Development Authority in the construction of the aforesaid facility,

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BUCKHANNON, UPSHUR COUNTY, WEST VIRGINIA**, that the Council does hereby **AUTHORIZE** the Mayor to execute the attached deed and Property Transfer Agreement to transfer .3377 acres, more or less, located in Buckhannon, Upshur County, West Virginia which it acquired from John L. Moss and Debra A. Moss and is of record in Deed Book 459 at Page 631, to the Upshur County Development Authority (UCDA). This transfer will allow UCDA to utilize its knowledge, expertise and abilities to encourage and create economic growth, stabilization of the tax base, job creation and development at the subject property.

The City of Buckhannon, pursuant to West Virginia Code Chapter 7, Article 12, Section 11, is authorized to transfer real property to the Upshur County Development Authority upon such terms and conditions as the parties may agree. Further, the Upshur County Development Authority, pursuant to West Virginia Code Chapter 7, Article 12, Section 7, is authorized to accept real property for the purposes of economic development within the corporate limits of the City of Buckhannon, Upshur County.

**BE IT FURTHER ORDAINED**, that the attached deed and Property Transfer Agreement are incorporated by reference herein.

**BE IT FURTHER ORDAINED** that this Ordinance of the City of Buckhannon shall become effective thirty (30) days after passage.

APPROVED AS TO FORM BY: CITYATTORNEY/SEM

**FIRST READING:** **September 15, 2016**  
**SECOND READING, PASSAGE & ADOPTION:** **October 6, 2016**

**David McCauley, Mayor**

CERTIFICATE OF ENACTMENT

I, Amberle Jenkins, Assistant City Recorder, do hereby certify that the foregoing Ordinance No. 2016-010, was lawfully ENACTED and ORDAINED by the Council of the City of Buckhannon during a regular session of said Council assembled on the 6<sup>th</sup> day of October, 2016.

**Amberle Jenkins, Assistant City Recorder**

**Motion Albaugh/ Rylands to Approve the First reading Ordinance 2016-010 Property Transfer to UCDA; Motion Carried**

- **Recommendation for .50 cent per hour increase for all full time hourly employees:**

Mayor McCauley stated that all boards have endorsed bringing the increase before council unanimously. He explained that Mrs. Jenkins has stated that there are funds available for the increase. Mayor McCauley also mentioned that council will be working closely with Mrs. Jenkins and Mr. Arnold to standardize evaluations and that, if finances allow, will consider merit-based raises in January as well as pay raises for supervisors. Council Rylands commented that, while he supports the increase, in his business he gives raises “for those accepting increasing levels of responsibilities or there is some behavioral element I am asking for improvement on.” Council Rylands continued by suggesting employees do some small gesture that “begets hospitality, mutual respect or something we identify the aspiration to exhibit a little bit different behavior. Not that there is an issue with this, but just that we are asking for something and we are giving something.”

**Motion Cuppari/ Albaugh to Approve .50 cent per hour increase for all full time hourly employees; Motion Carried Unanimously**

- **Public Safety Complex Improvements Phase I Cost Estimate**

STREET COMMISSIONER'S OPINION OF PROBABLE PROJECT COSTS	
PSC LIGHTING IMPROVEMENTS	

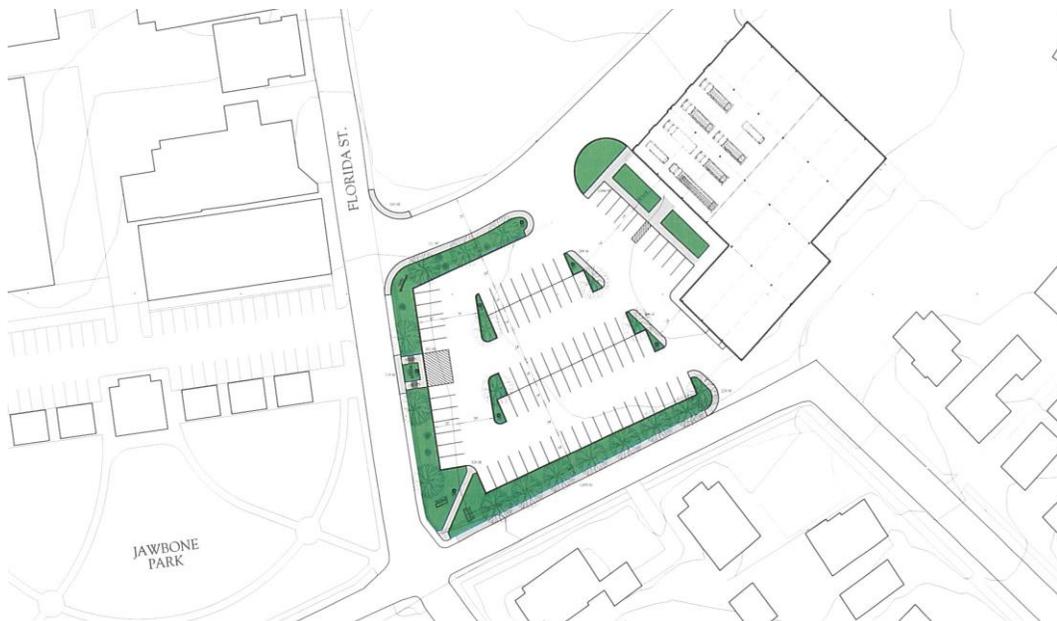
<b>Total Project Cost</b>	<b>\$29,303.68</b>
<b>Electrical Materials</b>	<b>\$23,203.73</b>
<b>Trench Materials</b>	<b>\$2,069.70</b>
<b>City of Buckhannon Labor</b>	<b>\$4,030.25</b>

City Labor In Kind					
Line	Quantity	Unit	Item Description	Price	Extended
1	7.00	CY	Unclassified Excavation - Light Pole Foundations	\$15.00	\$105.00
2	5.75	CY	Unclassified Excavation - Light Pole Conduit	\$15.00	\$86.25
3	70.00	HR	Electrical Labor (City of Buckhannon)	\$28.00	\$1,960.00
4	10.00	HR	Electrical Equipment (City of Buckhannon)	\$40.00	\$400.00
5	510.00	SF	Concrete Removal	\$1.60	\$816.00
5	510.00	SF	Concrete Installation	\$1.30	\$663.00
					<b>\$4,030.25</b>

Electrical Materials					
Line	Quantity	Unit	Item Description	Price	Extended
1	1.00	Ea	MRY MP220 20A 2P PLUG-IN BREAKER	\$9.36	\$28.07
2	1.00	Ea	TOR 1101B-P SPST 40A 125V 24hr. TIMER PLASTIC	\$40.25	\$40.25
3	1.00	Ea	EBX 5300ES363612 N3R HC ENC 36X36X12 GR	\$546.33	\$546.33
4	1.00	Ea	HNY DP2030B1003 2P 30A 120V CONTACTOR	\$7.70	\$7.70
5	14.00	Ea	PEN BS4C-10 #12-10 #10 STUD INS SPADE TERM YL	\$0.33	\$4.65
6	14.00	Ea	PEN FR4C250 #12-10 INS FEMALE DISC CONN YELLO	\$0.43	\$6.05
7	1.00	Ea	12-14X3/4*5LB HWH TEK SCREW 5LB CONTAINER 1=5	\$18.21	\$18.21
8	7.00	Ea	TYT T18L9C2 18LB TIE 8" NATURAL	\$1.90	\$13.30
9	7.00	Ea	TYT MB3A10C2 T18 THRU T30 BASE	\$7.78	\$54.46
10	2.00	Ea	2 PVC/ADAPTER FOR PVC BOX	\$0.75	\$1.50
11	45.00	Ea	2 PVC/90 DEG ELBOW STD RADIUS	\$1.27	\$57.29
12	75.00	Ea	2 PVC/CPG PVC COUPLING	\$0.32	\$23.70
13	2.00	Ea	2 PVC/MALE TERMINAL ADAPTER	\$0.45	\$0.90
14	2.00	Ea	2 PLAIN STEEL CONDUIT LOCKNUT	\$0.47	\$0.94
15	2.00	Ea	2 PLASTIC INSULATING BUSHING	\$0.54	\$1.09
16	2000.00	Ln. Ft	2 PVC/40/10 10' SCHEDULE ** 40 ** CONDUIT	\$0.46	\$920.00
17	1.00	Ea	4STR THHN/WH/1000 WHITE CU	\$426.78	\$426.78
18	1.00	Ea	6STR THHN/GN/1000 GREEN CU	\$285.20	\$285.20
19	1.00	Ea	4STR THHN/BK/1000 BLACK CU	\$426.78	\$426.78
20	1.00	Ea	4STR THHN/RD/1000 RED CU	\$426.78	\$426.78
21	1.00	Ea	3STR THHN/BK/1000 BLACK CU	\$534.58	\$534.58
22	1.00	Ea	3STR THHN/BK/1000 BLACK CU	\$534.58	\$534.58
23	7.00	Ea	ILS PCT-2-2/0 (2) #14-2/0 MULTI-TAP CONN	\$16.78	\$117.47
24	14.00	Ea	ILS PCT-4-4 (4) #14-#4 MULTI-TAP CONN	\$15.93	\$222.99
25	8.00	Ea	ILS PCT-4-2/0 (4) #14-2/0 MULTI-TAP CONN	\$21.29	\$170.35

26	1.00	Ea	PVC CEMENT/QUART/CW COLD WEATHER -15F TO 115F	\$9.60	\$9.60
27	1.00	Ea	12STR THHN/BK/500 FT SPOOL BLACK CU	\$37.23	\$37.23
28	1.00	Ea	12STR THHN/BU/500 FT SPOOL BLUE CU	\$37.23	\$37.23
29	1.00	Ea	12STR THHN/GN/500 FT SPOOL GREEN CU	\$37.23	\$37.23
30	1.00	Ea	12STR THHN/RD/500 FT SPOOL RED CU	\$37.23	\$37.23
31	1.00	Ea	12STR THHN/WH/500 FT SPOOL WHITE CU	\$37.23	\$37.23
32	1.00	Ea	DCD 00661-016 .63-.74 PULLING GRIP	\$24.99	\$24.99
33	7.00	Ea	14' Light Poles with LED Fixtures	\$2,444.72	\$17,113.04
34	1.00	Ea	Misc. Supplies	\$1,000.00	\$1,000.00
					<b>\$23,203.73</b>

Electrical Trench and Light Pole Foundation Materials					
Line	Quantity	Unit	Item Description	Price	Extended
1	2.00	Ea	12' X 16" Sonet Tube	\$63.60	\$127.20
2	1.75	Cu. Yd	4000 psi Concrete w/fiber for Pole Foundations	\$150.00	\$262.50
3	10.00	tn	#67 Crushed Limestone	\$18.00	\$180.00
4	10.00	Cu. Yd	4000# Concrete for Trench remediation	\$150.00	\$1,500.00
					<b>\$2,069.70</b>



Street Commissioner Jerry Arnold presented a map of the proposed renovations to the Public Safety Complex parking lot. Mr. Arnold explained they will be adding green space to the lot which will tie it into Jawbone Park with the idea to make the area more walkable and inviting. Mr. Arnold explained the first phase of the improvements will include removing the retaining walls (creating a 16 ft green space buffer), adding period style lighting, removing the entrance to the lot from Florida St to make it more pedestrian friendly, and to add conduits for future utilities that can be used for events.

The total cost of both labor and materials for phase one is \$67,042.29, with \$39,899.38 allotted for materials. Council Rylands commented that most of the funding for materials is to go toward the lighting. Mr. Arnold stated \$22,000.00 is going toward lighting. Mr. Arnold explained the lights have a 10 year lifespan and are low-voltage LEDs.

Mayor McCauley stated there will be ADA enhancements made. Council Cuppari asked how the renovations of the parking area will affect the fire and police departments. Mr. Arnold explained that both the fire and police departments were asked for their input when developing these plans. Council Rylands stated this element has been agreed upon, however there is still plenty that needs discussed regarding the building itself and that the Mayor has decided to work on this project in stages. Mayor McCauley explained there is a lot of demolition work to be done regarding the retaining wall and that spring of next year we should expect to see a substantial transformation.

**Motion Skinner/ Albaugh to Proceed With Phase I of the Public Safety Complex External Improvements; Motion Carried.**

- **Truck Fest:** Mr. Arnold announced Truck Fest will coincide with Festival Friday on Sept. 16 from 6-8 PM and with the Children’s Festival Saturday, Sept. 17 from 10 AM-2 PM. The event will have several different trucks and giveaways. Stated they have had really good support from the community and local businesses for the event and wanted to commend the employees involved with getting the event together.

• **PTS Solutions Annual Maintenance Agreement**

**PTS SOLUTIONS ANNUAL MAINTENANCE AGREEMENT**

The parties to this Annual Maintenance Agreement are PTS Solutions, Inc. ("PTS"), PO Box 469, Harrisonburg, LA 71340 and City of Buckhannon ("Client"), 70 East Main Street, Buckhannon, WV 26201. The terms and conditions of this Annual Maintenance Agreement are effective as of the 15<sup>th</sup> of September, 2016 ("Maintenance Anniversary Date") and the Annual Maintenance Agreement automatically renews on that day each year thereafter, unless canceled as provided herein.

Client's maintenance cost, on a per year basis, is \$6,580.00, covering Incident Records, Field Reporting, SQL, and WinJuris Software. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

**General Terms and Conditions**

1. Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.
2. To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement within thirty (30) days of the Maintenance Anniversary Date (and by that month/day each year thereafter).
3. While the Annual Maintenance Agreement is maintained in good standing, PTS will provide Client with the following services:
  - a. **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
  - b. **Log Me In Rescue remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via Log Me In Rescue. PTS provides Log Me In Rescue at no cost to Client. Log Me In Rescue can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems;
  - c. **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.
4. Client acknowledges that the following services are not included in the Annual Maintenance Agreement and are subject to separate billing when utilized by Client:
  - a. Services that require on-site trainers, programmers, or technicians;
  - b. Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products, such as SQL;
  - c. Hardware purchased through PTS is supported by the hardware manufacturer's original warranty;
  - d. PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000, or any product that is not supported by the original manufacturer.

*Annual Maintenance Agreement, Page 1 of 2*  
 PTS Solutions, Inc. – PO Box 469 Harrisonburg, LA 71340 – 888.831.5151 – www.ptssolutions.com

**PTS SOLUTIONS ANNUAL MAINTENANCE AGREEMENT**

5. The Parties agree that, if the Annual Maintenance Agreement is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.
6. In the event Client elects to cancel the Annual Maintenance Agreement, Client shall notify PTS, in writing, within thirty days of the Annual Maintenance Date. Client acknowledges that sums paid under the Annual Maintenance Agreement are not subject to refund in the event of cancellation.
7. Client acknowledges that the maintenance price listed above of \$6,580.00 is subject to change by PTS as detailed herein.
8. The cost of the Annual Maintenance Agreement may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein *in extenso*.
9. The cost of the Annual Maintenance Agreement may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI).
10. PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement. In the event of a cost change in the Annual Maintenance Agreement not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change. **Client's Notice Designate:**  
 Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
 Mailing Address \_\_\_\_\_

<b>PTS Solutions, Inc.</b>	<b>City of Buckhannon, WV</b>
_____	_____
<b>Dave Fuqua, President</b>	<b>Signature, Title</b>
_____	_____
<b>Print Name</b>	<b>Print Name</b>
_____	_____
<b>Date</b>	<b>Date</b>
_____	_____

**Return Information:**  
 Please mail signed agreement to:  
 PTS Solutions, Inc.  
 PO Box 469  
 Harrisonburg, LA 71340

*Annual Maintenance Agreement, Page 2 of 2*  
 PTS Solutions, Inc. – PO Box 469 Harrisonburg, LA 71340 – 888.831.5151 – www.ptssolutions.com

PTS Solutions, Inc.  
 PO Box 469  
 Harrisonburg, LA 71340  
 1-888-831-5151

**Invoice**

Date	Invoice #
8/25/2016	2016840-M

**Bill To:**  
 CITY OF BUCKHANNON  
 70 EAST MAIN STREET  
 BUCKHANNON, WV 26201

P.O. No.	Terms
Maintenance	Due on receipt

Description	Qty	Rate	Amount
Annual Software Maintenance; Includes Updates and 24 hrs. a day, 7 days a week Telephone Support from Sept 15, 2016 to Sept 15, 2017	1	6,580.00	6,580.00
Modules Covered: -WinJuris – \$2,100/yr -Incident & Additional - \$2,800/yr -Mobile Field Reporting - \$1,260/yr -SQL – \$420/yr			
Please remit payment & signed maintenance agreement to the above address. Thank You!			<b>Payments/Credits</b> \$0.00 <b>Balance Due</b> <b>\$6,580.00</b>

Chief Gregory states that PTS Solutions charges 18% of the cost of each module of software needed. With the current agreement the total cost was \$11,000.00. Chief Gregory explained that he eliminated some of the modules that were not needed for the department, which brought the price down to \$6,580.00. He stated that a new agreement had to be signed in order to remove some of these modules. Council Albaugh asked how long the police department has been using this software. Chief Gregory stated they have been using PTS for eight years.

**Motion Rylands/ Albaugh to have Mayor Execute the New Agreement with PTS Solutions; Motion Carried Unanimously.**

- **DUI Grant Oct.- Jan. 2017- to Authorize Mayor's Signature**

1. Applicant Agency (Name, Address & Phone#):		2. Authorized Official (Name, Address & Phone#)-		
CITY OF BUCKHANNON 70 EAST MAIN ST. BUCKHANNON, WV 26201 (304)472-1651		DAVID MCCAULEY, MAYOR 70 E MAIN ST BUCKHANNON, WV 26201 (304)472-1651		
3. Project Director (Name, Address & Phone#):		4. Financial Officer (Name, Address & Phone#)-		
MATTHEW GREGORY, CHIEF 24 SOUTH FLORIDA ST BUCKHANNON, WV 26201 (304)472-5723		AMBERLY JENKINS - TREASURER 70 E MAIN ST BUCKHANNON, WV 26201 (304)472-1651		
5. Funding Requested:		6. Grant Period Requested (mo day yr):		
\$ 5,000.00 (Note- Must match "Grand Total")		From: 10/22/16 To: 01/22/17		
7. Grant Purpose and Need-				
Grant monies will be utilized to fund officer overtime so that increased manpower can be focused strictly on enforcement of DUI laws. This helps to ensure that the ever present problem of DUI keeps from blossoming into a more urgent concern for public safety.				
8. Use of Grant Funds:				
A. Personal -Services (Salaries)				
Position/Title	Rate Per Pay Period X	# of Periods X	% of Time Devoted	Salary Amount
1. **NOTE: SEE ATTACHED	FOR OFFICER	OVERTIME**		
2.				
3.				
4.				
Total this Sub-section				\$ 5,000.00
B. Employee Benefits (Does not apply to overtime grants)				
Type	Calculation	Amount		
1. Retirement				
2. Social Security				
3. Workers Compensation				
4. Health & Life Insurance				
5. Unemployment Compensation				
Total this Sub-section				\$
C. Equipment				
Item	Description	Quantity	Unit Price	Amount
1.				
2.				
3.				
4.				
Total this Sub-section				\$
D. Other				
Description	Calculation	Amount		
1.				
2.				
3.				
4.				
Total this Sub-section				\$
E. Grand Total (Sum of Lines A5, B6, C5 & D5 are to be entered here in block):				\$ 5,000.00
9. Certification and Signature of Authorized Official:				
I hereby certify that the information presented in this grant application is true and correct to the best of my knowledge and belief. I further certify that the appropriate governing body has approved this application and has authorized me to execute and submit the application on its behalf. All required participation on the part of our law enforcement officers, adjudication through administrative hearings will be adhered to.				
Signature of Authorized Official		Title	Date	

CDDP USE ONLY

Action Taken: \_\_\_\_\_  
Grant No. Assigned: \_\_\_\_\_

Mayor McCauley explained to council that in the most recently concluded fiscal year (7/1/15-6/30/16) \$75,000 was paid in overtime to the police department. He continued by stating that \$50,000 of overtime paid was covered by grants. Council Rylands asked how the \$50,000 of grant money was broken down by enforcement and other types of grants. Chief Gregory explained that they are basically all enforcement grants and that there are mainly three types of grants awarded (DUI, general safety, and domestic violence). Councilman Rylands asked if the overtime is voluntary and how the hours worked by each officer are determined. Chief Gregory explained that the overtime hours are voluntary and the number of hours is determined by dividing the allotted grant money by the amount of officers working. He then takes that number and divides it by the officer's overtime rate to determine the hours needed to work in order to achieve the same total payout for each officer.

**Motion Albaugh/ Skinner for Mayor McCauley to execute DUI Grant Oct. 2016 – Jan. 2017; Motion Carried Unanimously.**

- **New Stop Signs at College & Railroad Avenues**

Mayor McCauley explained that he recently had Mr. Arnold place stop signs at the intersection of College and Railroad Avenues, making it a three- way stop. He stated that the intersection was dangerous due to drivers increased speeds after removing the curb.

## **Motion Cuppari/ Skinner to Approve New Stop Signs at College & Railroad Avenues, After the Fact; Motion Carried.**

### **Council Comments:**

- **Council Albaugh** is proud to be a member of council and proud of city employees and the work they do, not just for a paycheck but because they love what they do. Council Albaugh also mentioned the Proclamation for Constitution Week and the American Legion speech contest for scholarship money for high school students.
- **Council Cuppari** asked WVWC students present if they had any questions or comments.
- **Council Rylands** reiterated the fact that the skill sets of the city employees are fantastic and the work that we conduct as a municipality saves money. Council Rylands commented that we are being proactive instead of reactive and that the employees care about what they are doing. He also thanked Chief Gregory for prioritizing dealing with individuals who were restricting the use of our public spaces from the general public and citizens. Council Rylands encouraged the Chief to align the philosophy of enforcement, as far as the expectations of the community, with the behavior of the police force.
- **Council Skinner** thanked Amanda Hayes, Mayor McCauley, and Maria Bray for all the work they put in to planning the Bicentennial Celebration on September 30. Council Skinner mentioned recent participation in the WV Chamber Summit. He stated that progress in Buckhannon has been noticed state wide and that others participating in the summit commented on how nice the city is. Council Skinner thanked City Attorney Scott McClure for all of his work and wished him the best of luck in his future endeavors.

### **Mayor's Comments and Announcements**

- Mayor McCauley expressed his thanks to City Attorney Scott McClure for his 15 months of service.
- Invited the public to take tours of our departments facilities
- Dedication of the College Avenue Sidewalk Project

#### **Mayor David McCauley remarks at College Avenue Sidewalk Project Dedication September 9, 2016 – WVWC Administration Building, Harmer Pillars**

I want to thank everyone for turning out for the dedication of our new College Avenue sidewalk project. It's been a long, hot, grueling summer to work- and our City of Buckhannon streets' crew has performed excellently under difficult conditions. I want to thank each and every one of them, and I ask you all to thank them when you see them, too. I'd like to pause for a moment and ask Jerry Arnold to come forth and introduce his guys to you all.

Jerry Arnold comments. Mc continues- And if you think this project was something, just wait until you see what these guys are going to do downtown at Trader's Alley, our Public Safety Complex as we undertake exterior improvements, the Stockert Youth Center, curb and sidewalk projects on Madison, Florida, Spring, & Kanawha streets, the North Buckhannon Park, and finally realizing sidewalks all the way to Northridge & Lowes. We have the best construction team in WV!

I especially want to thank our Wesleyan administration, our President, Dr. Pam Balch and College Treasurer, Dr. Barry Pritts, who partnered with our City to realize this fantastic project. In case you didn't know, the College committed \$15,000 covering all material costs while our City provided the labor to complete this project. There is now almost exactly 1,500 feet of continuous sidewalk on this eastern side of College Avenue and having walked it about a hundred times already, I defy you to locate a single crack along the way.

Our College and our City are consistently excellent partners collaborating in some of the greatest successes of our community- the river trail, the community garden, Wesleyan's support for community organizations such as our Strawberry Festival, the Parish House, our Stockert Youth Center, and the undertaking of the largest and continuing urban renewal project whereby nearly 100 dilapidated structures have been razed during the past 30 years and replaced with such new facilities as the Performing Arts Center, the Welcome Center, Dunn Hall, the women's softball field, the soccer complex, and the new ready to be dedicated tennis complex. Wesleyan under Pam Balch's leadership has expended many millions of dollars in land acquisition, demolition of blighted buildings, and construction of new, state of the art facilities. Our City appreciates our excellent partnership- that has never been better than during the Pam Balch and Barry Pritts' decade of leadership.

Prior to July, there were several segments of this stretch where there had never been sidewalk before. Now, there is 100% ADA compliant sidewalk from Meade Street all the way to Railroad Avenue. With the western side of College Avenue and the sidewalk project that was completed on that side of the street a couple years ago, there are now 35 ADA access points on the two sides of College Avenue between Meade and Railroad Avenue alone. Think about that for a moment- in roughly a four block stretch, 35 ADA access points, or about nine per block. This community shall be fully committed to making it easier for persons with disabilities, those who are mobility challenged, senior citizens, parents and others pushing strollers and pulling wagons, children riding tricycles, and everyone else to get around our town and campus. This vital artery makes our city and campus more inviting, aesthetically appealing, inviting, and accessible.

At the far end of this project at Railroad Avenue, our City crews repaired storm sewers, took a horrible roll in the street out at the intersection of Railroad and College Avenues, and improved safety by installing two new stop signs. A large, dead tree was removed and the stump ground. The railings along the two stair areas were repaired and repainted. Handicap parking was

added, and the no parking areas were freshly repainted yellow. We couldn't have had a better outcome respecting this project than that which has been realized

These "Harmer" pillars dedicated in 1908 were practically rebuilt with a new concrete apron being installed around the 108 year-old deteriorated concrete to stabilize the pillars. They were power washed, re-mortared, and the College physical plant has re-illuminated them. There are now new steps replacing those that had fallen into complete disrepair. I ask Barry Pritts to come forward to unveil new signage on the northern Harmer pillar. <read legend> Comments Barry Pritts-

Since arriving here as President in June of 2006, President Balch's credo has always been about taking Wesleyan from "good to great." As Pam's accomplished tenure as President draws close to its end, it is fitting that this latest excellent collaboration and partnering between our College and City be forever memorialized, and that her legacy of success as having taken this college from "good to great" be remembered right here on this beautiful campus's front door. President Balch, would you please come forward? Please unveil the sign- <read legend> Congratulations Dr. Balch!

Lastly Lady President, if you and Barry would join me at the top of our new steps, we'll conclude our ceremony by cutting our ribbon and officially opening our new "Good to Great Way!" I have three sets of scissors plus photo ops! Thanks to you all for attending our ceremony, and here's to many more great partnerings between our College & City in our community's future!

- Trader's Alley Project; stated that the project is coming along excellently and that they will try to have it finished this fall
- **Bicentennial Events:**
  - Mentioned the cost of the Bicentennial Celebration is \$7,500; told the public about the sun catchers and T-shirts available for purchase, all proceeds go toward the event
  - Time Capsule will be buried Sunday, October 9 at 2:00 PM at Jawbone Park
  - September 1- 30: historical window decorating competition among Main St businesses; school kids will be participating in an art and video essay competition (art will be displayed at City Hall, the Courthouse Annex, Artistry on Main, and the American Legion)
  - September 23: Deadline to submit something for consideration to be placed in the time capsule; Talent Show- Jawbone Park 6-8:00 PM
  - September 24: Pageant- Jawbone Park 2:00 PM; Gambill Amusement to return downtown
  - September 30: Bicentennial Parade 6:00 PM; talent show winners, BUHS band, BUMS band to provide entertainment ; Fireworks 9:00 PM
  - Dennis Cortes will be portraying John Buchanan in the Bicentennial Parade (Mr. Cortes gave brief history of John Buchanan)

#### **BUCKHANNON'S BICENTENNIAL BOULDER**

On Friday evening, September 30, 2016, a large crowd of our Buckhannon citizenry gathered here together in Jawbone Park to celebrate the 200<sup>th</sup> anniversary of the founding of our City. Our fun-filled evening featured a parade, local musical talent, a carnival, fireworks, & endless smiles. Items popular to 2016 were collected & placed in a sealed cube which was buried deep beneath this very boulder on Sunday afternoon, October 9.

We of 2016 challenge those of you who will follow us to unearth our time capsule in 2066 as you celebrate Buckhannon's 250<sup>th</sup> anniversary while coming to know more about us- we who worked & played in our beloved community before you. We blessed this boulder in 2016 & now bid blessings to you. If you cup your ears toward the Hills of your Home- you just might hear our voices from the past as we celebrate with you!

#### **Buckhannon Rotary Presentation – David McCauley – September 13, 2016 Bicentennial Celebration Events**

I. Buckhannon's 200<sup>th</sup> year, technically occurred in January; important to celebrate milestones & appreciate our past as part of promoting our future. It's important to know where you came from, etc. We also know that the Pringle Brothers actually first "settled" here in 1764, or 252 years ago.

II. We started meeting the first of July to begin a dialogue about how we wanted to celebrate our bicentennial- and there was a lot of sharing. Some folks wanted a six-month, multiple events' format while others favored a one big splash celebration. As our meetings have continued, in fact, we held another meeting last evening- we've committed to one big event, but with some other smaller events being integrated into our celebration, too, going all the way through the holidays.

III. So, here's the plan with 17 days to go until the HUGE celebration event on Friday evening, September 30.

(A) Let me first say that there are many folks to thank for organizing these events- Amanda Hayes and Maria Bray have taken the lead on so many facets of this celebration. Also, Charlena Eubanks and Debora Hupp have been huge in organizing the parade, talent show, pageant events. Jack Reger has been our primary point of contact with involving our school system and the student video essays & art work. Dennis Cortes in his kilt, has helped a lot with many components of our celebration. Tammy Reger & Robbie Skinner with the Chamber have helped design our banner and arranged with Ron Hinkle to design the official souvenir, the Buckhannon arrowhead suncatcher. Other regular contributors to our effort include Katrina Duckworth, Jerry Arnold, Amby Jenkins, Teresa Summers, and so many others.

(B) Review timeline- (Maria Bray); ideas for the time capsule? Our Boulder is now in Jawbone Park!

(C) Souvenirs-

- (1) The Ron Hinkle Suncatcher - \$10 with \$5 covering costs of celebration
- (2) Tee-shirts - \$15

(D) Other events to celebrate

- (1) Truckfest + Children's Festival – Sept. 16/17
- (2) Festival Fridays continue through Sept. 30
- (3) Blessing of the Boulder October 9
- (4) Lurch bench dedication on Friday, October 28
- (5) City mural re-dedication + lighting project; Debora Dorland

- Truck Fest: Friday, September 16 and Saturday, September 17
- Diversity Day Dedication of Diversity Rock & Ace Mumford Home Oct 9 at 1:00 pm

**DIVERSITY ROCK**

Our nation, our Buckhannon-Upshur community, our West Virginia Wesleyan College campus are melting pots, patchwork quilts, rainbows. Our society's greatest strength is its repeated ability to incorporate our differences for the benefit of everyone. Our City of Buckhannon & WVWC community is committed to maximizing inclusiveness & fostering an environment whereby all are valued & appreciated.

Dedicated on WVWC & the City of Buckhannon's second, annual  
Diversity Day – October 9, 2016

“We are more alike my friends, than we are unlike....”  
- Maya Angelou -

“If civilization is to survive, we must cultivate the science of human relationships - the ability of all peoples, of all kinds, to live together, in the same world at peace.”  
- Franklin D. Roosevelt -

“Hope will never be silent...”  
- Harvey Milk -

“Religion is like a pair of shoes... find one that fits you,  
but don't make me wear your shoes.”  
- George Carlin -

“Give me your tired, your poor, your huddled masses yearning to breathe free,  
the wretched refuse of your teeming shore. Send these, the homeless, tempest-tossed  
to me, I lift my lamp beside the golden door!”  
- Emma Lazarus -

“Difference is of the essence of humanity. Difference is an accident of birth  
and it should therefore never be the source of hatred or conflict. The answer to  
difference is to respect it. Therein lies a most fundamental principle of peace:  
respect for diversity.”  
- John Hume -

**There being no further business to be transacted, meeting adjourned at 8:57 p.m.**

**Mayor David McCauley**

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**Assistant Recorder Amberle Jenkins**

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