

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

A special meeting of the Buckhannon City Council was held on Thursday, October 22, 2020 at 3:00pm in City Hall. The following were in attendance:

Mayor	Robbie Skinner	Present – by phone
City Recorder	Randy Sanders	Present
Council Member	Mary Albaugh	Present
Council Member	Pam Bucklew	Present – by phone
Council Member	Jack Reger	Present
Council Member	CJ Rylands	Present
Council Member	David Thomas	Present – by phone
Assistant Recorder & Director of Finance	Amberle Jenkins	Present
City Attorney	Tom O’Neill	Present
Director of Public Works	Jerry Arnold	Present
Grants & Information Coordinator	Callie Cronin Sams	Present – by phone
The Record Delta Newspaper	Kari Conaway	Present
Channel 3	Dustin Haney	Absent
Channel 3	Rodney Irvin	Absent
Channel 3	Dennis Cortes	Absent
The Intermountain Newspaper	Amanda Hayes	Present
MyBuckhannon.com	Katie Kuba	Absent
COB Building Commission Member	Lewis Simmons	Present
COB Building Commission Member	Dr. Jeffrey Harvey	Present
COB Building Commission Member	Maureen Wilson	Present
COB Building Commission Member	Renee Preston	Present – by phone
COB Building Commission Member	Matt Kerner	Present – by phone

Guests: None

*City Council of Buckhannon – 3:00 pm in Council Chambers
Meeting Agenda for Thursday, October 22, 2020*

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- A. Call to Order
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
 - B. Strategic Issues for Discussion and/or Vote
 - B.1 Vote-Execution of Engagement of Steptoe & Johnson PLLC as Legal Bond Counsel for the City of Buckhannon Building Commission regarding Financing & Acquisition of Property Located at 395 Mudlick Road
 - C. Comments and Announcements
 - D.1 Mary Albaugh
 - D.2 Pamela Bucklew
 - D.3 C J Rylands
 - D.4 David Thomas
 - D.5 Jack Reger
 - D.6 Randall H. Sanders

D. Adjournment

Posted 10/16/20

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

The Mayor called the special session of the City Council to order.

A.1 Moment of Silence – Mayor Skinner asked us to join him in a Moment of Silence.

A.2 Pledge to the Flag of the United States of America - The Pledge to the Flag of the United States of America was led by City Recorder Randy Sanders.

B. Strategic Issues for Discussion and/or Vote

B.1 Vote-Execution of Engagement of Steptoe & Johnson PLLC as Legal Bond Counsel for the City of Buckhannon Building Commission regarding Financing & Acquisition of Property Located at 395 Mudlick Road – The Mayor recognized City Attorney Tom O’Neill who

provided an overview of the purpose of the meeting and to recognize the members of the City of Buckhannon Building Commission. The City of Buckhannon Building Commission members who were in attendance in person were Lewis Simmons, Dr. Jeffrey Harvey, and Maureen Wilson. The City of Buckhannon Building Commission members were in attendance by phone were Renee Preston and Matt Kerner.

Motion for City Council to refer the matter of the financing & acquisition of the property located at 395 Mudlick Road, Buckhannon WV 26201 to the City of Buckhannon Building Commission was made by Reger/Rylands. Motion carried.

City Recorder Randy Sanders was recognized to administer the Oath of Office to the following City of Buckhannon Building Commission members Maureen Wilson, Jeffery Harvey, and Lewis Simmons. The Recorder administered the Oath of Office to the members in that order. Assistant City Recorder Amberle Jenkins will administer the Oath of Office to the other two members at a later time.

City of Buckhannon
70 East Main Street
Buckhannon, WV 26201



CITY OF BUCKHANNON

Phone: 304.472.1651
TDD: 304.472.9350
Fax: 304.472.6934

City of Buckhannon
70 East Main Street
Buckhannon, WV 26201



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OFFICIAL OATH

State of West Virginia,
County of Upshur,
City of Buckhannon,

I, Maureen Wilson do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Charter and Ordinances of the City of Buckhannon, West Virginia, and faithfully discharge my duties as Municipal Building Commission Member of the said City to the best of my ability, so help me God.

Signed: Maureen Wilson

Subscribed and sworn to before me this 22nd day of October, 2020.



Randy Sanders
City Recorder

OFFICIAL OATH

State of West Virginia,
County of Upshur,
City of Buckhannon,

I, Jeffery Harvey do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Charter and Ordinances of the City of Buckhannon, West Virginia, and faithfully discharge my duties as Municipal Building Commission Member of the said City to the best of my ability, so help me God.

Signed: Jeffery Harvey

Subscribed and sworn to before me this 22nd day of October, 2020.



Randy Sanders
City Recorder

City of Buckhannon
70 East Main Street
Buckhannon, WV 26201



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OFFICIAL OATH

State of West Virginia,
County of Upshur,
City of Buckhannon,

I, Lewis Simmons do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Charter and Ordinances of the City of Buckhannon, West Virginia, and faithfully discharge my duties as Municipal Building Commission Member of the said City to the best of my ability, so help me God.

Signed: Lewis Simmons

Subscribed and sworn to before me this 22nd day of October, 2020.



Randy Sanders
City Recorder

OFFICIAL OATH

State of West Virginia,
County of Upshur,
City of Buckhannon,

I, Renee Preston do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Charter and Ordinances of the City of Buckhannon, West Virginia, and faithfully discharge my duties as Municipal Building Commission Member of the said City to the best of my ability, so help me God.

Signed: Renee Preston

Subscribed and sworn to before me this 22nd day of October, 2020.



Amberle Jenkins
Assistant City Recorder



CITY OF BUCKHANNON

OFFICIAL OATH

State of West Virginia,
County of Upshur,
City of Buckhannon,

I, Matthew Kerner do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Charter and Ordinances of the City of Buckhannon, West Virginia, and faithfully discharge my duties as Municipal Building Commission Member of the said City to the best of my ability, so help me God.

Signed

Subscribed and sworn to before me this 22nd day of October, 2020.

Assistant City Recorder Amberle Jenkins

Nominations were open for the Chairperson of the City of Buckhannon Building Commission. Jeffery Harvey was nominated by Maureen Wilson. Nominations were closed. The Nomination was approved unanimously.

City of Buckhannon Building Commission members Simmons/Wilson made a motion to sign the Engagement Agreement of Steptoe & Johnson PLLC as Legal Bond Counsel for the City of Buckhannon Building Commission regarding Financing & Acquisition of property located at 395 Mudlick Road. Motion carried.

City of Buckhannon Council Members Sanders/Albaugh made a motion to authorize Mayor Skinner to sign the Engagement Agreement of Steptoe & Johnson PLLC as Legal Bond Counsel for the City of Buckhannon Building Commission regarding Financing & Acquisition of property located at 395 Mudlick Road. Motion carried unanimously.



430 White Oaks Boulevard
Bridgport, WV 26330
(304) 933-8000 (304) 933-8183 Fax
www.steptoe-johnson.com

Writer's Contact Information
304.933.8136 - Telephone
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Thomas.Ames@steptoe-johnson.com

October 9, 2020

\$1,600,000 (est.)
City of Buckhannon Building Commission
Lease Revenue Bonds
(Public Works Facility Acquisition)

City of Buckhannon Building Commission
Attn: Chair
c/o City of Buckhannon
70 East Main Street
Buckhannon, WV 26201

City of Buckhannon
Attn: Robbie Skinner III, Mayor
70 East Main Street
Buckhannon, WV 26201

Dear Mayor Skinner and Building Commission Chair:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Buckhannon Building Commission (the "Issuer") in connection with the issuance of the above-referenced lease revenue bonds (the "Bonds") by the Issuer. We understand that the Bonds are being issued for the purpose of: (i) financing costs of the acquisition of real property, buildings and associated appurtenances for the public works facilities of the City of Buckhannon (the "City") (the "Project"); and (ii) paying costs of issuance of the Bonds and related costs. We further understand that the Bonds will be secured by the lease revenues to be paid by the City pursuant to an Agreement and Lease, by and between the Issuer, as lessor, and the City, as lessee (the "Lease") and a Deed of Trust and Security Interest in the facilities financed or improved with the proceeds of the Bonds (the "Deed of Trust"). We understand that the purchaser of the Bonds has not yet been determined but is likely to be a West Virginia bank (the "Purchaser").

In this engagement, and subject to the completion of proceedings to our satisfaction, we expect to perform the following duties:

(1) Render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds and the tax status of interest paid on the Bonds for federal and West Virginia income tax purposes, subject to certain limitations which may be expressed in the Bond Opinion.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.

(3) Review legal issues relating to the structure of the Bond issue.

Our Bond Opinion will be addressed to the Issuer and the Purchaser and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer and the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon the City Attorney as to the local matters of the Issuer and the City. We do not review the financial condition of the Issuer or the City, the feasibility of the Project to be financed with proceeds of the Bonds or the adequacy of the security provided to Bondholders and we will express no opinion relating thereto.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(c) Preparing blue sky or investment surveys with respect to the Bonds.

(d) Drafting state constitutional or legislative amendments.

(e) Pursuing test cases or other litigation.

(f) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the City or the security provided for the Bonds.

(g) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(h) Representing the Issuer or the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(i) Serving as a municipal advisor or financial advisor to the Issuer or the City as contemplated by the federal securities laws and applicable rules and regulations of the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

(j) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We will not be representing the City in this transaction and we understand that the City Attorney will be representing the City in this matter. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as "transaction counsel" or as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

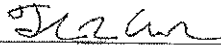
Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith, our fee as bond counsel for this issue will be \$35,000, which will also include all reasonable and customary costs incurred by us in connection with this financing. Such fee may vary: (i) if the principal amount of the Bonds actually issued differs significantly from the amount set forth above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you and provide you with an amendment to this engagement letter.

If, for any reason, the Bond issue does not close or the Bond issue is closed without the delivery of our bond counsel opinion, we will submit an invoice for our fees and expenses incurred through such point in time as it is determined that the Bond issue will not be further pursued or is not viable or if a closing of the Bond issue occurs without the delivery of our bond counsel opinion which fees will be within the amount outlined above. Our fee and expenses are usually paid at the Closing out of Bond proceeds, and we customarily do not submit any statement until the Closing, which statement will serve as a written statement to you stating the outcome of the matter, i.e., that the Bond issue has closed.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

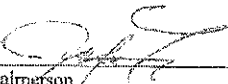
If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter signed and dated by an appropriate officer, retaining the original for your files. We look forward to working with you.

STEPTOE & JOHNSON PLLC

By: 
Its: Member

Accepted and Approved:

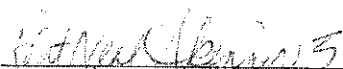
CITY OF BUCKHANNON BUILDING COMMISSION

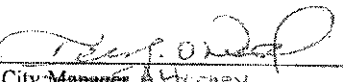
By: 
Its: Chairperson
Date: 10/22/2020

City of Buckhannon Building Commission
City of Buckhannon
October 9, 2020
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Acknowledgment of Receipt of Copy by:

CITY OF BUCKHANNON

By: 
Mayor

By: 
City Manager Attorney

Date: 10/22/2020

C. Comments and Announcements

- D.1 Mary Albaugh - Nothing further.
- D.2 Pamela Bucklew - Mrs. Bucklew congratulated the new members of the City of Buckhannon Building Commission
- D.3 C J Rylands - Nothing further.
- D.4 David Thomas - Nothing further.
- D.5 Jack Reger - Nothing further.
- D.6 Randall Sanders - Nothing further.

D. Adjournment

Motion to adjourn from the special meeting at 3:18 PM was made by Albaugh/Reger. Motion carried.

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____