

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

A regular meeting of the Stockert Youth & Community Center Board was held on Monday, April 5, 2021 at 4:30 p.m., in City Hall Council Chambers with the following in attendance (GTM – GoToMeeting):

Mayor	Robbie Skinner	Present
City Recorder	Randy Sanders	Present
Assistant Recorder/Finance Director	Amberle Jenkins	Present
Board Member	Pam Bucklew	Absent
Board Member	Sam Nolte	Present
Board Member	Troy “Buddy” Brady	Absent
Board Member	Tammy Samples	Absent
Board Member	Melissa Franke	Present – by GTM
Board Member	Don Nestor	Present
Board Member	Robert Rupp	Absent
Board Member	Nancy C. Shobe	Present
Board Member	Pamela Martin	Present
SYCC Executive Director	Debora Brockleman	Present
City Attorney	Tom O’Neill	Present
MyBuckhannon	Monica Zalaznik	Present
Record Delta	Macie Queen	Present

Guests: None

**City of Buckhannon Stockert Youth & Community Center
Board of Directors Meeting - 4:30 pm in City Hall Council Chambers
Meeting Agenda for Monday, April 5, 2021**

- A. Call to Order**
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests**
 - B.1
- C. Financial Report**
 - C.1 Financial Report for March 2021
- D. Department Report- Debora Brockleman**
 - D.1 Staff Report: Upcoming Events and Current Programs
- E. Correspondence & Information**
 - E.1 Property Purchase Agreement 63 East Main Street
 - E.2 Suddenlink/Altice USA Donates \$12,500 Worth of iPads to SYCC
- F. Consent Agenda**
 - F.1 Approval of Minutes: 03/01/2021
- G. Strategic Issues for discussion and vote**
 - G.1 Continued Discussion Multi-Purpose Building/Gym-Building Options/Cost/Envision
 - G.2 Continued Discussion Concerning an Additional Alliance between UCBOE & SYCC
 - G.3 Set the Re-Opening Date for Gym Rental (Birthday Parties, etc.)
- H. Board Members Comments and Announcements**
- H. Mayor’s Comments and Announcements**
- J. Adjournment**

Posted 03/31/2021

A. Call to Order - The meeting was called to order by Mayor Skinner.

A.1 Moment of Silence - The Mayor asked for all to join him in a Moment of Silence remembering the following people in our thoughts and prayers – Council Members Jack Reger and Mary Albaugh.

02/03/2020	Collett,	699348	\$	1,000.00			
02/21/2020	David McCauley	703367	\$	100.00			
03/03/2020	Citizens Bank donation	705430	\$	243.00			
03/11/2020	Donations to SYCC Community Bank Cap	707434	\$	100.00			
04/08/2020	Campaign	712801	\$	200.00			
04/09/2020	David McCauley	713150	\$	100.00			
05/04/2020	David McCauley	717311	\$	100.00			
05/06/2020	Citizens Bank	718324	\$	100,000.00			
							put in SYCC Savings 6-
06/02/2020	David McCauley	723999	\$	100.00	\$	104,043.00	3-20 (0603201461)
	book interest 3-31-20		\$	25.22	\$	25.22	
06/30/2020	book int 6-30-2020		\$	30.07	\$	30.07	
	Law, Roy donation						
08/31/2020	memorial	742288	\$	175.00			
09/02/2020	Donations to SYCC	742983	\$	25.00			
	Law, Roy donation						
09/10/2020	memorial	744856	\$	300.00	DayaWright\$50,alexRo ss\$100,BillThurman \$100,Bhunter\$50 BurtonNancyHunter \$100,KellyCunningh am\$50,GaryHess\$7		put in SYCC Savings
09/23/2020	memorial	747516	\$	225.00	\$	725.00	10-5-20
09/30/2020	book int 9-30-20		\$	21.75	\$	21.75	
	Law, Roy donation						
10/07/2020	memorial	750505	\$	100.00	joyce harris-thacker		
	McCauley in honor Law,						
10/14/2020	Roy	751807	\$	200.00	david mccauley		
11/16/2020	Kwanis Club Captcam McCauley, David New Yr	758877	\$	1,042.80			
							put in SYCC savings 1-
12/30/2020	gift	767225	\$	200.00	\$	1,542.80	7-21
12/30/2020	book int 12-30-20		\$	20.69	\$	20.69	
	McCauley, David in						
02/16/2021	honor Toots Bennett	777625	\$	200.00			
			\$	276,067.25			
capital campaign	\$	428,253.13					
Contributions							
			needs				
from Utility Bills			updated				
							D Thomas Pledge not
						\$12,000.00	received yet
Total receive	\$	428,253.13					
with pledges	\$	440,253.13				\$12,000.00	

Motion to approve the Financial Report was made by Nestor/Shobe. Motion carried.

D. Department Report- Debora Brockleman

D.1 Staff Report: Upcoming Events and Current Programs – Director Brockleman submitted, and reviewed, the following Staff Report as of April 5, 2021:

Programs

All programs are going very well. Our After School Program has approximately 50 students per day. Karate, Little Ninjas, Kickboxing and Zumba are each adding a few more members daily as folks are receiving their vaccinations.

The Drill Team has resumed practices and are preparing for a performance during the West Virginia Strawberry Festival along with other area events this summer.

iPad Donation (E.2 of the Agenda)

On Wednesday, March 31, Suddenlink/Altice stopped by SYCC for a media opportunity with our After School Program. They have generously donated 25 iPads along with 10 sets of headphones

and have upgraded our Wi-Fi to 100 Mbps. The iPads will benefit our remote learning days as well as our tutoring program and computer class we are planning to have in the coming weeks.

The kids posed for photos and Suddenlink representatives provided Channel 12 news a brief interview on the donation.

Camp Buccaneer

We are now accepting applications for summer camp online. We are planning to be at full capacity now that restrictions for camps have been lifted. Also, we are up for our licensing review next month, so we are working on that as well.

Playground Clean up

Saturday, April 17th, will be our playground cleanup day. We will be getting things cleaned up and refreshed with a load of mulch for the playground and sand for the volleyball pit. We hope to have a good turnout for volunteers to help with the event.

Collaboration with BOE (G.2 of the Agenda)

Don and I continue to meet with Board of Education Members, School Staff and Community Members to discuss and plan for ways to help students get caught up and start recovering from time lost during the Covid-19 pandemic. There are so many ways which the pandemic has affected our youth and the goals of this group, as with many others, is to help them get back to a sense of normalcy. One-way SYCC is contributing is through planning of activities for the older youth as well as continuing what we already do with the younger kids. We are also assisting with our tutoring volunteers to help during tutoring sessions which will be held on Wednesday evenings for all students in the community. Our next session will be held on April 14th at SYCC. We are planning to use different locations as the need arises. Other areas we have discussed are the mental health issues, which have become more prominent during the pandemic. I am attaching information which was shared to us from Community Care of WV. Board Member Don Nestor joined Debora in presenting this portion of her report referencing the information provided by Kevin Junkins, MD of Community Care.



West Virginia Mental Health Quick Facts

- 71% of persons aged 17-24 nationally do not qualify for military service because of obesity, mental health, substance use, legal charges or aptitude/intelligence
- West Virginia is in the top three most depressed states in the nation (varies depending on the source/study)
- CDC COVID 19 Household Pulse Data – Week of March 3-15, 2021
 - o West Virginia is number 1 in nation for Anxiety Disorder Criteria Met
 - o West Virginia is number 2 in nation for both Anxiety Disorder and Depression Criteria Met
 - o West Virginia is number 4 in nation for Depression Criteria Met
 - Source: (CDC National Center for Health Statistics, 2021)
- CDC COVID 19 Household Pulse Data – Week of March 3-15, 2021
 - o 26.1% (CI 21.1 – 37.7) of adults in WV took prescription psychotropic medications (4th nationally)
 - Source: (CDC National Center for Health Statistics, 2021)
- 2019 Drug Overdose rate was number 1 in nation at 52.8 per 100,000 persons (CI 21.1-57)
 - o <https://www.cdc.gov/drugoverdose/data/statedeaths/drug-overdose-death-2019.html>
- January 2021 study reveals WV has highest rate of youth aged 13 to 17 who potentially identify as transgender
 - o WV rate 1.04%
 - o National Average 0.71%
 - o Transgendered youth have up to a four-fold increase in mental health diagnoses, including mood and anxiety disorders, PTSD, schizophrenia, personality disorders, attention-deficit/hyperactivity disorder, autism, and substance use disorders compared to those that do not identify as transgendered (Wanta et al 2019)
 - o 2019 School Climate Survey revealed 86% of LGBTQI youth harassed or bullied at school because of orientation (GLESN 2019 School Climate Survey)

For further discussion/questions:
Kevin Junkins, MD
Kevin.Junkins@CCWV.org

Citations:

Wanta JW, Niforatos JD, Durbak E, Viguera A, Altinay M (2019) Mental health diagnoses among transgender patients in the clinical setting: An all-payer electronic health record study, *Transgender Health* 4:1, 313–315, DOI: 10.1089/trgh.2019.0029.

Activities for Older Youth

To get the ball rolling, with adding additional activities to our program list we will be having a volleyball league for middle and high school students this summer. We also hope to have our summer basketball leagues back up and running and for the fall we are hoping to have bowling leagues for the older youth.

We are still in the planning stages, but we seem to be getting some interest which will help get the word out. More information to follow.

Reopening Date for Gym Rental (Birthday Parties, etc.) (G.3 of the Agenda)

Without Objection, G.3 Set the Re-Opening Date for Gym Rental (Birthday Parties, etc.) was moved to the table for discussion and/or vote.

Listed below are the room dimensions: Gym: 40x 60 (2396 sq. ft.) - Game Room: 802 sq. ft. - Lobby: 639 sq. ft. - Lounge: 743 sq. ft.

My proposal would be to reopen for parties and begin taking reservations but to limit the space to the gym area with restrooms available and revisit the space limitations in a few months as the restrictions are lifted.

Motion to approve reopening the gym for birthday parties and begin taking reservations for groups up to 30 people with restrooms available was made by Shobe/Martin. Motion carried.

E. Correspondence & Information

E.1 Property Purchase Agreement 65 East Main Street - City Attorney O'Neill reported that he was working with the property owner's representative to work out some minor details.



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Allison J. Farrell, Esq.
Direct Dial: (304) 399-9763
E-mail: ajf@jenkinsfenstermaker.com

April 19, 2021

VIA FEDEX

Thomas O'Neill, Esq.
City Attorney
City of Buckhannon
70 East Main Street
Buckhannon, WV 26201

Re: Knights of Pythias Real Estate Sale
65 East Main Street, Buckhannon, WV 26201

Mr. O'Neill,

Please find enclosed the Agreement for Sale and Purchase of Real Estate by and between the Knights of Pythias and the City of Buckhannon.

Once your client has signed, please return a fully executed copy to my office.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Allison J. Farrell

AJF/ado
Enclosures

THIS AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE ("Agreement")

is by and between

The Buckhannon Lodge of the Knights of Pythias
("Seller"),

AND

The City of Buckhannon, West Virginia, a municipal corporation ("Purchaser"),

(together, the "Parties")

and is dated this 25th day of ^{April}~~March~~, 2021

WHEREAS:

- A. Seller owns a certain parcel of real estate with a commonly known address of 65 East Main Street, Buckhannon, West Virginia, and which is identified on the real property tax records of Upshur County, West Virginia as Corporation District, Map 4, Parcel 362, together with all improvements thereon and appurtenances thereunto belonging, including all fixtures (the "Subject Property"), and desire to sell the same;
- B. Purchaser desires to purchase the Subject Property;
- C. The Purchaser, as a West Virginia municipality, must complete certain steps in order to legally acquire title to the Subject Property, including the adoption of a municipal ordinance. This Agreement is intended to secure to the Purchaser a reasonable opportunity to undertake its required due diligence in furtherance of the acquisition.

NOW, THEREFORE, WITNESSETH, that the Parties do hereby covenant and agree as follows:

1. Seller agrees to sell, and Purchaser agrees to purchase, the Subject Property for the sale price of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00), (the "Purchase Price"), as follows: a) upon execution of this Agreement, the Purchaser shall pay to the Seller the sum of One Thousand Dollars (\$1,000.00) as an earnest money deposit. This deposit shall be credited to the benefit of the Purchaser at the time of closing; and b) at Closing, Purchaser shall tender the remaining balance of One Hundred Forty-Four Thousand Dollars (\$144,000.00) to the Seller, less any deductions, charges, or debits creditable thereto, in current United States funds.
2. The parties covenant and agree that this Agreement vests the Purchaser with equitable title to the Subject Property, with the intent of the Seller to convey legal title thereto to the Purchaser upon full payment of the Purchase Price at closing.
3. This Agreement shall terminate upon the closing of the Subject Property and transfer of legal title thereof with the delivery of a Warranty Deed as provided for in Paragraph 11, below. Closing shall take place no later than May 31, 2021. Prior to closing, Purchaser shall have the right to inspect, appraise, survey, or otherwise test the Subject Property at its sole discretion, and shall have access to the Subject Property as necessary. Upon request by the Purchaser, the Seller agrees to share a copy of the latest appraisal of the Subject Property.
4. [Reserved]
5. Purchaser shall take possession of the Subject Property at the time of closing but shall have reasonable access thereto for purposes of preparing for the closing of the transaction contemplated by this Agreement.
6. Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures located thereon, and/or the location of the boundaries. Purchaser accepts the property in its "as-is" condition.
7. **Taxes and Assessments:** Seller shall pay all taxes, levies, or assessments which are or have been assessed or levied against the Subject Property.
8. **Time is of the Essence:** Time is of the essence in the performance of each and every term and provision in this Agreement by Purchaser.

9. Title Examination: Purchaser agrees that any title examination it desires on the Subject Property shall be undertaken at Purchaser's sole expense; Purchaser shall give notice of any title defects in writing to Seller's counsel, being Allison J. Farrell, Jenkins Fenstermaker, PLLC, 215 S. Third Street, Suite 400, Clarksburg, WV 26301, on or before May 1, 2021 and if Purchaser fails to do so then any title objections that could have been made by Purchaser will be deemed waived.

10. **Default:** If the Purchaser shall fail to perform any of the covenants or conditions contained in this Agreement on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, this Agreement shall stand cancelled upon written notice delivered by the Seller to the Purchaser, and Seller may retain the earnest money deposit specified above as liquidated damages, with such liquidated damages being the limit of any recovery by the Seller. If the Purchaser terminates this Agreement for reasons of a structural, title, or other incurable defect of the Subject Property, Purchaser shall be entitled to a refund of its earnest money deposit upon disclosure of the particular defect which justifies its cancellation of this Agreement; otherwise, Seller may retain said earnest money deposit as liquidated damages.

11. Seller acknowledges that in order to close the transaction contemplated by this Agreement, the Purchaser must, through its City Council, adopt an ordinance authorizing its purchase of the Subject Property. In the event the Buckhannon City Council does not adopt the necessary ordinance then this Agreement shall be voidable by either of the Parties and have no force or effect. If this Agreement is voided due to the City Council's refusal or failure to adopt an ordinance authorizing the purchase of the Subject Property, the Seller shall keep the earnest money deposit as liquidated damages.

12. Upon payment of the Purchase Price and any other amounts due Seller, Seller agrees to deliver to Purchaser a General Warranty Deed to the Subject Property, free and clear of any liens or encumbrances other than taxes and assessments for the current year. Purchaser's counsel will prepare the instrument of transfer. Should Seller be unable or unwilling to deliver such an instrument, Purchaser may initiate an action in the Circuit Court of Upshur County for specific performance of its obligations under this Agreement. At closing, Seller

shall be responsible for the payment of any real estate transfer tax or the costs of recording any documents releasing any liens against the Subject Property which may accrue, and the Parties agree to bear their own respective attorney's fees or associated costs. Purchaser shall be responsible for the costs associated with recordation of the deed.

13. All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder shall be sent to:

Seller:	Buckhannon Lodge Knights of Pythias 2393 Lee Glass Road Buckhannon, WV 26201____
	and
	Allison J. Farrell, Esq. Jenkins Fenstermaker, PLLC 215 S. Third Street, Suite 400 Clarksburg, WV 26301 _____
Purchaser:	City of Buckhannon, West Virginia Thomas J. O'Neill, City Attorney 70 East Main Street Buckhannon, WV 26201

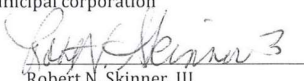
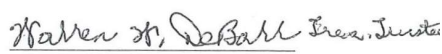

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

14. Purchaser shall not sell, assign, transfer or convey any interest in the Subject Property or this Agreement, prior to closing, without first securing the prior written consent of the Seller.

15. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

16. This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.
17. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
18. If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

AGREED TO BY THE PARTIES ON THE DATE FIRST ABOVE WRITTEN

Purchaser:	Seller:
City of Buckhannon, West Virginia a municipal corporation	Buckhannon Lodge, Knights of Pythias
By:  Robert N. Skinner, III	By:  Warren H. DeBarr, Trustee
Its: Mayor	By:  Marvin H. Wyatt
	Its: Trustees

E.2 Suddenlink/Altice USA Donates \$12,500 Worth of iPads to SYCC

<https://buckhannonwv.org/suddenlink-donates-12500-worth-of-ipads-to-stockert-youth-and-community-center/>

March 30, 2021, BUCKHANNON, WV: On Tuesday March 30, Suddenlink presented a donation of \$12,500 worth of iPads to the Stockert Youth and Community Center in Buckhannon. The donation will increase access to virtual learning opportunities, connectivity, and online curriculum for students. The Stockert Youth and Community Center provides tutoring, after-school activities, recreation and sports classes and leagues, and summer camps for youth and adults in Buckhannon and Upshur County. The iPads will be used on remote learning days and in after school programs for students. Suddenlink also provides complimentary internet service for the center.

In the Fall of 2020, Altice USA, the parent company of Suddenlink, contributed a total of \$1 Million impacting 30 school districts as part of its COVID-19 response initiatives to support local communities as they recover from the impact of the pandemic. Suddenlink is committed to ensuring broadband access for all and understands that now, more than ever, having the right tools to remain connected is just as critical as access itself. With this contribution, Suddenlink will be aiding students and schools to continue learning in this new, virtual environment.

The Stockert Youth Center Director shares, “We very much appreciate Suddenlink and Altice USA for their very generous and much needed donation of the iPads, headphones and upgrade to our Wi-fi connection. The generous donation helps the after school and tutoring programs. Our partnership with Suddenlink has been a blessing to our Stockert Youth Center,” Director Debora Brockleman said.

To learn more about the Stockert Youth and Community Center and how to make a donation to our SYCC capital campaign, go to <https://buckhannonwv.org/about-the-city/donate-sycc/>



F. Consent Agenda

F.1 Approval of Minutes: 03/01/2021

Motion to approve minutes made by Nestor/Nolte. Motion carried.

G. Strategic Issues for discussion and vote

G.1 Continued Discussion Multi-Purpose Building/Gym-Building

Options/Cost/Envision - Discussion took place concerning the various options for the building and the way we approach presenting the concept of the building, using the correct terminology, to the public to strengthen its support. Every Board Member present was passionate about the advancement of the SYCC and the new building!

G.2 Continued Discussion Concerning an Additional Alliance between UCBOE & SYCC -

This was discussed earlier in the meeting.

G.3 Set the Re-Opening Date for Gym Rental (Birthday Parties, etc.) -

This was discussed and acted upon earlier in the meeting.

H. Board Members Comments and Announcements

Melissa Franke – Nothing further other than she is ready for Spring!

Nancy C. Shobe – Makes her heart happy that we are about to get the property at 65 East Main Street and that we are making great progress.

Randy Sanders – He mentioned that at 7:00 PM the public is invited to attend the CALEA Accreditation Town Hall meeting at the Public Safety Complex.

Don Nestor – He appreciates everyone's efforts and that we continue to have kids at the center!

Pamela Martin – She feels positives that when we acquire the property at 65 East Main Street and break ground for the new building even more great things will happen!

Sam Nolte – Nothing further.

Debora Brockleman – Nothing further.

Pam Bucklew – Absent

Rob Rupp – Absent

Troy “Buddy” Brady – Absent

Tammy Samples – Absent

I. Mayor’s Comments and Announcements

Mayor – The Mayor thanked the Board for all that it is doing.

J. Adjournment

Motion to adjourn at 5:26 PM made by Shobe/Sanders. Motion carried.

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____