

STATE OF WEST VIRGINIA; COUNTY OF UPSHUR; CITY OF BUCKHANNON: TO-WIT:

A scheduled meeting of the Consolidated Public Works Board was held at Buckhannon City Hall, 70 East Main Street, on Thursday, March 24, 2022, at 7:30 a.m., with the following in attendance (GTM – GoToMeeting):

Mayor	Robbie Skinner	Present
City Recorder	Randy Sanders	Present
Board Member	Pamela Bucklew	Present
Board Member	CJ Rylands	Present
Board Member	Mark Waldo	Present
Board Member	Nancy Shobe	Present
Director of Finance & Admin/Asst Recorder	Amberle Jenkins	Present
Director of Public Works	Jerry Arnold	Present
City Engineer	Jay Hollen	Present – by GTM
Street Superintendent	Bradley Hawkins	Present
City Attorney	Tom O’Neill	Absent
MyBuckhannon	Monica Zalaznik	Present - by Phone

Guests: Ben Arisman; Representatives from Everson-Carr Farms; Heather Schneider.

*City of Buckhannon Consolidated Public Works Board
7:30 a.m. in Council Chambers
Meeting Agenda for Thursday, March 24, 2022*

A. Call to Order

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

B. Recognized Guest

- B.1 Bryson VanNostrand, ART26201

C. Bid Opening- 29 City Owned Properties- Mowing Season 2022 Bid

- C.1 Notice Class II Legal Advertisement to the Record Delta
- C.2 29 City Owned Properties Mowing Season 2022 Bid Specifications
- C.3 Bid Opening Results

D. Department Report

- D.1 Bradley Hawkins

E. Financial Report-Amberle Jenkins

- E.1 February 2022

F. Correspondence and Information

- F.1 Ordinance No. 454 Parade Route Parking Plan-City Council Approval 02/17/22
- F.2 PublicWorks 1 Municipal Pavement & Asset Management Solutions-City Council Approval 01/20/22
- F.3 Cemetery Mowing Agreement 2022 between COB and Everson-Carr Farms LLC

G. Consent Agenda

- G.1 Approval of Minutes- Regular Meeting 02/24/2022

H. Strategic Issues for Discussion and/or Vote

- H.1 Approval of Bid Opening-29 City Owned Properties Mowing Season 2022
- H.2 Approval Placement of Art Sculpture in Jawbone Park
- H.3 Event Request-Lions Club Matt Hymes Memorial Easter Egg Hunt-City Park- Saturday, 04/16/22
- H.4 Event Request-South Buckhannon Mission Church Easter Egg Hunt-City Park- Sunday, 04/17/22
- H.5 Event Request & Road Closure-Relay for Life Celebration-Jawbone Park-Saturday, 07/16/22 with Closure of Madison, S. Spring & S. Florida Streets next to Jawbone Park
- H.6 Event Request & Road Closure-Blast from the Past Car Show-Saturday, 07/23/22 with Closure of Main Street
- H.7 Event Request-Really Really Free Market-Jawbone Park- Spring 04/03/22 (Summer & Fall Date TBD)
- H.8 Discussion/Possible Action Revised Grave Opening Request Form
- H.9 Request-UCFRN & UC Partners in Prevention Team- Child Abuse Prevention and Awareness Month Placement of Pinwheels in City Hall’s Planters, Raising/Display of Flag & Proclamation
- H.10 Discussion/Possible Action Event Request West Virginia Strawberry Festival RE: Parades & Events 2022 Use of City Owned Property & Services during the 80th Annual Event May 14 – May 22, 2022-REVISED
- H.11 Discussion/Possible Action to Prepare Rental Agreement for use of City’s Self-Loading Concrete Mixer Truck
- H.12 Monument Permit Fee Conrad Grave

I. Board Members Comments and Announcements

J. Adjournment

Posted 03/18/2022

A. Call to Order - The meeting was called to order by Mayor Skinner who then asked all to join him in a Moment of Silence and he then led the group in the pledge to the flag of the United States of America

B. Recognized Guests

B.1 Bryson VanNostrand, ART26201 – Not in attendance.

C. Bid Opening- 29 City Owned Properties- Mowing Season 2022 Bid

C.1 Notice Class II Legal Advertisement to the Record Delta

The City of Buckhannon's Consolidated Public Works Board will accept bids from responsible contractors for mowing and trimming 29 City owned properties identified herein. Bidders must provide proof of liability insurance in the amount of not less than \$ 1,000,000 and certification of Workmen's Compensation coverage. The mowing contract will begin on April 4, 2022, and end on October 31, 2022, for a total of 27 mowing's. The bids must be submitted in a cost per mowing format for each parcel on a one-year bid basis. Bids must be received by 4:00 PM on March 23, 2022. Bids will be opened during the Consolidated Public Works Board meeting on March 24, 2022, at 7:30 am. The City of Buckhannon reserves the right to reject any and all bids for failure to meet the requirements herein, and to reject irresponsible bidders in accordance with state and local law. Bid specifications are available for inspection during regular business hours, at the Director of Public Works Office at 395 Mudlick Road, Buckhannon, WV 26201 or at Buckhannon City Hall 70 East Main Street, Buckhannon, WV 26201. Any questions should be addressed to Jerry Arnold at 304-677-3862 or email to: jarnold.buckhannon@gmail.com. Bids must be mailed or delivered in person to:

**Consolidated Public Works Board
70 East Main Street
Buckhannon, WV 26201**

Bids must be submitted in a sealed envelope clearly marked "Mowing Bids"

Run Record Delta 03/01/22; 03/08/22

C.2 29 City Owned Properties Mowing Season 2022 Bid Specifications

**CITY OF BUCKHANNON
CONSOLIDATED PUBLIC WORKS BOARD
MOWING BID SPECIFICATIONS 2022**

The purpose of these specifications is to clearly outline what is expected of the mowing contractor, during the period from April 4, 2022, to October 31, 2022, on all 29 identified City owned properties contained herein. All parcels will be mowed and trimmed on a weekly basis, except September 5, 2022, thru October 31, 2022, all properties will be mowed and trimmed, on a 10-day basis. The total amount of mowing's for the 2022 mowing season will be 27. The total acreage of the contract area is 23.9 acres. Bidders must fill in the attached "Mowing Bid Form 2022" with the amount per mowing on each parcel they wish to enter a bid. A detailed map of all parcels is included in these specifications. I would encourage all bidders to visit all sites for which they are bidding prior to submitting any bids. Any questions regarding these specifications may be addressed to The Director of Public Works at 304-677-3862 or by email at jarnold.buckhannon@gmail.com.

THE CITY SHALL:

- A. Designate an individual who shall be the City's liaison with contractor, who until further written notice from the City shall be the City Street Supervisor or his designee. The City shall notify contractor in writing in the event of any change in the City's liaison.
- B. Generally direct and coordinate the work to be performed hereunder by contractor, without unduly interfering with the work.
- C. Maintain ongoing communication with the contractor and/or contractor's designee(s) respecting all matters pertinent to this agreement.
- D. Promptly notify the contractor of any special or emergency circumstances which may impact upon the work to be performed by the contractor.
- E. Pay contractor based on approved invoices submitted.

CONTRACTOR SHALL:

- A. Designate an individual or individuals who shall be contractor liaison with the City, who until further written notice from contractor shall be contacted exclusively. Contractor shall notify the City in writing in the event of any change in contractor liaison.
- B. Always maintain workers compensation coverage for all employees during the period of this contract, i.e., April 5, through October 31, 2022, and further shall provide written certificates of coverage to the City to evidence such coverage.
- C. Maintain general, commercial liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence at all times during the period of this contract, and further shall provide written certificates of liability insurance to the City to evidence such coverage.
- D. Promptly submit invoices to the City for all work performed under this contract.
- E. Notify the City Streets Supervisor or his designee when the weekly mowing and trimming is complete at which point the City will inspect and sign off on Contractor's Invoice.
- F. Attend a pre-mowing season meeting with the Director of Public Works and/or his designee.
- G. Refrain from any work other than mowing and trimming. To avoid any possible misunderstanding, the contractor shall not perform any landscaping, planting, excavation or any other work upon any City property.
- H. Refrain from work in the general vicinity park attendees. The discretion of the City Streets Supervisor or his designee shall be controlling in this matter.
- I. Maintain proper decorum and respect for the purpose of all visitors at of the parks.
- J. Avoid any and all damages to trees, plantings, benches, equipment and any/other structures or features situated on City properties.
- K. Promptly report to the City any damage observed by the contractor or his employees as occurring to features and structures, whether or not such damage is caused by the contractor or his employees.
- L. Proportionately reduce any weekly invoice in any event when City employees are required to assist the contractor in completing work under this contract. Such a determination of assistance being required by City employees shall be made in the discretion of the City.
- M. Be particularly attentive to the need for all properties to be in excellent appearances during holidays, such as Memorial Day, the Fourth of July, Mother's Day and Father's Day.
- N. Promptly report to the Street Supervisor any surface subsidence, i.e., ground sinking, as observed during the performance of the work required pursuant to this contract.
- O. Be exclusively responsible for the furnishing, repair, maintenance, and replacement of all equipment necessary to perform the work required by contractor pursuant to this contract
- P. Refrain from storing or parking any equipment or vehicles upon City property except when work is being conducted.
- Q. Save, hold harmless, indemnify and defend the City from any action instituted by any person whomsoever who may allege personal injury or property damage as a consequence of contractor's activities upon the City's premises.

C.3 Bid Opening Results – Amby Jenkins and Jerry Arnold conducted the bid openings for the 29 City Owned Properties Mowing Season 2022 Bid Specifications. Jerry Arnold explained the bid process to the Board.

Mayor Skinner invoked Chair's prerogative to move ***H.1 Approval of Bid Opening-29 City Owned Properties Mowing Season 2022*** to the table for discussion and/or vote

- Bid #1 was from Ben Arisman was \$1,200 per mowing (28x per season), which made the total bid \$33,600.
- Bid #2 was from Everson-Carr Farms was \$1,500 per mowing (28x per season), which made the total bid \$42,000.

Discussion took place as to should the Board accept the low bid package including all 29 City owned properties or consider the bids for each of the 29 City owned properties individually. It was determined it would be best to consider the bid package including all 29 City owned properties.

Motion to accept the low bid of \$1,200 per mowing (28x per season) for a season total bid of \$33,600, submitted by Ben Arisman was made by Waldo/Shobe. Motion carried.

Mayor Skinner invoked Chair's prerogative to move ***H.7 Event Request-Really Really Free Market-Jawbone Park- Spring 04/03/22 (Summer & Fall Date TBD)*** to the table for discussion and/or vote.

Mayor Skinner then recognized Heather Schneider who presented the formal request for the Really Really Free Market to be held in Jawbone Park on April 3, 2022 (Summer & Fall dates TBD).

Motion to approve the request for the Really Really Free Market to be held in Jawbone Park-on April 3, 2022 (Summer & Fall dates TBD) was made by Bucklew/Waldo. Motion carried.

D. Department Report

D.1 Bradley Hawkins - Brad provided the following report:

- We are working on sidewalks and lighting on Willard Way and N. Kanawha St.
- We got the green house up and going.
- We started working on our spring cleaning of the cemetery.
- Working on organizing the shop on rainy days.

Various Board members and the Mayor presented requests for the Brad Hawkins, Jerry Arnold and the Street Department to look into. These items included the street light in front of the former Jester Line location; water standing in various areas; logs in the City Park; and, the Gum Street paving. Discussion of these requests took place and, in all cases, the Mayor and the Board Members were assured that the concerns would be addressed

E. Financial Report - Amberle Jenkins

E.1 February 2022 - Amby presented the February 2022 Financial report.

CONSOLIDATED PUBLIC WORKS BOARD
CITY OF BUCKHANNON
BALANCE SHEET

Balance February 28, 2022

Money market & checking

\$ 165,250.85

Cemetery CD and savings

\$ 234,188.37

balance

250000

200000

150000

100000

50000

0

Dec.20

Jan. 21

Feb.21

Mar.21

Apr. 21

May,21

June, 21

July, 21

Aug.21

Sep.21

Oct.21

Nov. 21

Dec.21

Jan.22

Feb.22

■ balance

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CITY OF BUCKHANNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2022

093-CONSOL PUBLIC WORKS

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER FEES						
093-340-000-01 DONATION BEAUTIFICATION U	60	6.00	48.00	0.00	12.00	80.00
093-340-000-02 DONATION DOG PARK UTL&PRI	60	7.00	56.00	0.00	4.00	93.33
093-342-000-00 PARKING METERS LOT 1	0	0.00	0.00	0.00	0.00	0.00
093-342-000-01 PARK.PEN.LOT 1	0	0.00	25.00	0.00 (	25.00)	0.00
093-342-000-02 LOT 1 STICKERS	0	0.00	0.00	0.00	0.00	0.00
093-343-000-00 PARKING LOT 2 RENTAL	0	0.00	0.00	0.00	0.00	0.00
093-343-000-01 PARK.PEN.LOT 2	0	0.00	0.00	0.00	0.00	0.00
093-343-000-02 STICKERS LOT 2	0	0.00	0.00	0.00	0.00	0.00
093-344-000-00 PARKING METERS LOT 3	0	0.00	0.00	0.00	0.00	0.00
093-344-000-01 PARK.PEN.LOT 3	0	0.00	0.00	0.00	0.00	0.00
093-344-000-02 STICKERS LOT 3	1,500	100.00	1,482.00	0.00	18.00	98.80
093-345-000-00 PARKING METERS LOT 4	0	0.00	0.00	0.00	0.00	0.00
093-345-000-01 PARK.PEN.LOT 4	0	0.00	0.00	0.00	0.00	0.00
093-345-000-02 STICKERS LOT 4	0	0.00	0.00	0.00	0.00	0.00
093-346-000-00 PARKING METERS ON STREET	0	0.00	0.00	0.00	0.00	0.00
093-346-000-01 PARK.PEN.ON STREET	2,000	1,435.00	8,510.00	0.00 (	6,510.00)	425.50
093-347-000-00 OPENING & CLOSING GRAVES	30,000	7,000.00	34,450.00	0.00 (	4,450.00)	114.83
093-347-000-01 SALE OF LOTS	10,000	50.00	17,740.00	0.00 (	7,740.00)	177.40
093-347-000-03 PLACEMENT OF MARKERS	1,500	0.00	2,300.00	0.00 (	800.00)	153.33
093-349-000-01 PARK.PEN.LOT6	0	0.00	0.00	0.00	0.00	0.00
093-349-000-02 STICKERS LOT 6	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FEES	45,120	8,598.00	64,611.00	0.00 (	19,491.00)	143.20
GRANTS						
093-366-000-00 STATE GRANTS	0	0.00	0.00	0.00	0.00	0.00
093-367-000-01 HOTEL OCCUPANCY TAX	34,500	5,690.28	23,981.56	0.00	10,518.44	69.51
093-368-000-00 RENTAL OF PAVILION	3,000	125.00	1,810.00	0.00	1,190.00	60.33
TOTAL GRANTS	37,500	5,815.28	25,791.56	0.00	11,708.44	68.78
OTHER REVENUE						
093-380-000-00 INTEREST	50	2.68	30.68	0.00	19.32	61.36
093-399-000-00 MISCELLANEOUS	0	0.00	264.60	0.00 (	264.60)	0.00
093-399-000-02 DONATIONS BEAUTY/GARDENS	0	0.00	0.00	0.00	0.00	0.00
093-399-000-03 CONTRIB FROM GENERAL FUND	135,000	0.00	95,000.00	0.00	40,000.00	70.37
093-399-000-04 COMMUNITY ENHANCE DONATIO	0	0.00	1,750.00	0.00 (	1,750.00)	0.00
TOTAL OTHER REVENUE	135,050	2.68	97,045.28	0.00	38,004.72	71.86
TOTAL REVENUE	217,670	14,415.96	187,447.84	0.00	30,222.16	86.12

40,000 in March

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CITY OF BUCKHANNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2022

093-CONSOL PUBLIC WORKS

% OF YEAR COMPLETED: 66.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
BAD DEBT =====						
NON-OPERATING EXPENSES						
093-550-676-00 BAD DEBT EXPENSE(return c	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-OPERATING EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL BAD DEBT	0	0.00	0.00	0.00	0.00	0.00
BOARD =====						
SALARIES & BENEFITS						
093-700-101-00 BOARD SALARIES	16,800	1,400.00	11,200.00	0.00	5,600.00	66.67
093-700-103-00 SALARIES	33,600	988.15	18,960.15	0.00	14,639.85	56.43
093-700-103-01 FLOWER SALARIES	70,600	2,740.81	32,691.50	0.00	37,908.50	46.31
093-700-104-00 FICA TAX	9,260	392.38	4,808.30	0.00	4,451.70	51.93
093-700-105-00 HEALTH INSURANCE	0	0.00	0.00	0.00	0.00	0.00
093-700-106-00 GROUP RETIREMENT	2,000	126.50	1,042.26	0.00	957.74	52.11
093-700-106-01 CONSOLIDATED RETFLOWER	3,700	274.08	2,565.64	0.00	1,134.36	69.34
TOTAL SALARIES & BENEFITS	135,960	5,921.92	71,267.85	0.00	64,692.15	52.42
CONTRACTUAL SERVICES						
093-700-214-00 CPWB UNIFORMS	0	0.00	0.00	0.00	0.00	0.00
093-700-225-00 LOT 4 EXPENSE	0	0.00	0.00	0.00	0.00	0.00
093-700-226-00 INSURANCE & BONDS	10,000	105.99	4,482.16	0.00	5,517.84	44.82
TOTAL CONTRACTUAL SERVICES	10,000	105.99	4,482.16	0.00	5,517.84	44.82
COMMODITIES						
093-700-340-00 MAT & SUPP - STORM DRAIN	0	0.00	0.00	0.00	0.00	0.00
093-700-341-00 MAT & SUPP - CEMETERY	7,000	0.00	3,739.84	0.00	3,260.16	53.43
093-700-342-00 MAT & SUPP - PARKING	5,000	50.55	2,780.41	0.00	2,219.59	55.61
093-700-343-00 MAT&SUPP-PARKS	35,000	4,195.60	26,857.95	219.42	7,922.63	77.36
093-700-343-01 DOG PARK EXP	10,000	5.25	184.59	0.00	9,815.41	1.85
093-700-344-00 AUTO SUPPLIES	5,000	0.00	647.10	0.00	4,352.90	12.94
093-700-345-00 TREE MAINTENANCE	10,000	0.00	9,550.00	0.00	450.00	95.50
093-700-346-00 COMMUNITY ENHANCE DONATIO	0	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	72,000	4,251.40	43,759.89	219.42	28,020.69	61.08
CAPITAL OUTLAY						
093-700-464-00 HOTEL-MOTEL (FLOWERS)	20,000	304.12	11,571.18	1,851.74	6,577.08	67.11
093-700-465-00 CONTRACT MOWING CEMETERY	46,500	0.00	33,000.00	0.00	13,500.00	70.97
TOTAL CAPITAL OUTLAY	66,500	304.12	44,571.18	1,851.74	20,077.08	69.81
CONTRIBUTIONS						
093-700-500-00 DEPRECIATION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
093-700-568-00 CONTINGENCY-CPWB	43,210	1,306.52	19,386.43	0.00	23,823.57	44.87
TOTAL CONTRIBUTIONS	43,210	1,306.52	19,386.43	0.00	23,823.57	44.87

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CITY OF BUCKHANNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2022

093-CONSOL PUBLIC WORKS

% OF YEAR COMPLETED: 66.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-OPERATING EXPENSES						
093-700-999-00 MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-OPERATING EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL BOARD	327,670	11,889.95	183,467.51	2,071.16	142,131.33	56.62
TOTAL EXPENDITURES	327,670	11,889.95	183,467.51	2,071.16	142,131.33	56.62
REVENUE OVER/(UNDER) EXPENDITURES	(110,000)	2,526.01	3,980.33 (	2,071.16) (	111,909.17)	1.74-

CPWB FEBRUARY 2022 PAYMENT OF BILLS

\$3,800.00 – MTR TREE SERVICE – TREE REMOVAL FROM CITY PARK

\$1,189.47 – AMAZON – ROLL UP GARAGE DOOR FOR GREENHOUSE

FUND: CONSOL PUBLIC WORKS

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
BOARD	MON POWER	700-343-00	MAT&SUPP-PARKS	110088938128 44 6TH ST	14.46
		700-343-00	MAT&SUPP-PARKS	110088938045 61 CLEVELAND	8.94
		700-343-00	MAT&SUPP-PARKS	110088938086 PARK STREET	12.11
		700-342-00	MAT & SUPP - PARKING	110112520876 PRK LOT 3	33.94
		700-342-00	MAT & SUPP - PARKING	110112520819 PRK LOT 3	5.25
		700-342-00	MAT & SUPP - PARKING	110112520926 PRK LOT 3	5.25
		700-342-00	MAT & SUPP - PARKING	110116755015 LOT 3 FAIRS &	6.11
		700-343-01	DOG PARK EXP	110137251630 WALK TRAIL LN	5.25
		700-343-00	MAT&SUPP-PARKS	110141766342 13 MARION ST	5.25
		700-343-00	MAT&SUPP-PARKS	110149193085 JAWBONE PRK 1	10.30
		700-343-00	MAT&SUPP-PARKS	110089164682 JAWBONE PARK	166.94
		700-343-00	MAT&SUPP-PARKS	110086639413 PARK STREET	40.60
	ENCOVA INSURANCE	700-226-00	INSURANCE & BONDS	WCB1005474 1/3/22-2/1/22	105.99
	MTR TREE SERVICE	700-343-00	MAT&SUPP-PARKS	TREE REMOVAL CITY PARK	3,800.00
	LOWES BUSINESS ACCOUNTS	700-464-00	HOTEL-MOTEL (FLOWERS	BOARDS FOR GREEN HOUSE	133.68
		700-464-00	HOTEL-MOTEL (FLOWERS	BOARDS FOR GREEN HOUSE	170.44
	WV PUBLIC EMPLOYEES RETIREME	700-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	20.00
		700-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	49.20
		700-106-01	CONSOLIDATED RETFLOW	WV RETIRE TIER2 CONTRIBUTI	137.04
		700-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	57.30
		700-106-01	CONSOLIDATED RETFLOW	WV RETIRE TIER2 CONTRIBUTI	137.04
	ZINN'S SEPTIC SERVICE, LLC	700-343-00	MAT&SUPP-PARKS	TOILET RENTAL CITY PARK	137.00
	INTERNAL REVENUE SERVICE	700-104-00	FICA TAX	FICA WITHHELD AND MATCHED	115.47
		700-104-00	FICA TAX	FICA WITHHELD AND MATCHED	202.53
		700-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	27.01
		700-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	47.37
	AMAZON.COM	700-568-00	CONTINGENCY-CPWB	PCRD-ROLLUP GARAGE DOOR GR	1,189.47
	DF SUPPLY INC	700-568-00	CONTINGENCY-CPWB	PCRD-CROSS CONN NUTS BOLTS	117.05
	**PAYROLL EXPENSES			2/01/2022 - 2/28/2022	5,128.96
				TOTAL:	11,889.95

Motion to approve the Financial Report was made by Shobe/Rylands. Motion Carried.

F. Correspondence and Information – Mayor Skinner reviewed the following with the Board:

F.1 Ordinance No. 454 Parade Route Parking Plan-City Council Approval 02/17/22

ORDINANCE NO. 454 OF THE CITY OF BUCKHANNON, PROVIDING FOR THE PROHIBITION OF MOTOR VEHICLE PARKING DURING CERTAIN TIMES ALONG ROUTES OF AUTHORIZED PARADES WITHIN THE CITY OF BUCKHANNON

WHEREAS, pursuant to Chapter 8, Article 12, Section 5 of the West Virginia Code, as amended, municipalities are granted plenary power and authority to regulate streets, avenues, roads, ways, sidewalks, crosswalks and public spaces belonging to the municipality and to regulate the conditions under which they may be made within the corporate limits; and,

WHEREAS, the Council of the City of Buckhannon has deemed it to be reasonable and appropriate to amend its ordinances regulating the enforcement of its parking ordinances, with respect to the practice of on-street motor vehicle parking during authorized parades within the corporate limits; and,

WHEREAS, the Council of the City of Buckhannon, in the interest of public safety during parades taking place within the corporate limits, wishes to exercise enforcement powers in the prohibition and clearing of motor vehicles parked on-street along designated parade routes during certain designated times; and,

WHEREAS, the Council of the City of Buckhannon deems it to be reasonable and appropriate to clarify the authority of its parking enforcement officer to enforce certain on-street parking prohibitions during parades, to include the use of third-party towing of motor vehicles which are in violation of this ordinance.

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

That the provisions of Ordinance No. 409 (also known as Ordinance No. 2016-008), Ordinance No. 422, Ordinance No. 435, and Ordinance No. 447 are deemed amended and reenacted as follows:

ARTICLE I – ON-STREET PARKING PROHIBITED AT CERTAIN TIMES

(a) No motor vehicle shall be parked on-street along any street, way, alley, or route which is designated as a parade or procession route, or designated as a public or private event venue, by either the City Council or the Consolidated Public Works Board.

(b) The prohibition contained in subsection (a) of this Article shall only be in effect during the time beginning one hour prior to the scheduled commencement of a parade, procession, or event approved or permitted by the City Council or Consolidated Public Works Board, and ending upon the later of the scheduled or actual time at which such parade, procession, or event concludes at the location where the on-street parking takes place.

(c) No violation of this Ordinance, or any other Ordinance amended hereby, shall be punishable by any term of imprisonment or incarceration.

ARTICLE II – VIOLATIONS

(a) Violations of this Ordinance are punishable by such fine as may be established in Ordinance No. 447 for violations of the City's ordinances with respect to parking within the municipal limits. Any citation issued under this ordinance shall be served upon the owner or operator of the motor vehicle as provided for in Ordinance No. 447.

(b) The Mayor, or his or her designee, including any authorized member of the Buckhannon Police Department, may immediately remove any motor vehicle parked on-street in violation of Article I of this Ordinance, including through the use of third-party towing services. The make, model, color, state license number, or other identifying information, together with the identity of any person or firm who shall have towed the vehicle pursuant to this subsection, shall be recorded to facilitate the return of any towed vehicle to its rightful owner. The owner of the towed vehicle, and not the City of Buckhannon, shall be responsible for the payment of any towing or impoundment fees charged for the relocation of the violating motor vehicle.

(c) A Certificate of Service executed by the Parking Enforcement Officer, or other duly appointed enforcement official, including an authorized member of the Buckhannon Police Department, and included within the citation file shall be sufficient evidence of service upon the violator.

ARTICLE III – EFFECT UPON OTHER MUNICIPAL ORDINANCES:

The provisions of any ordinance not amended hereby, or particular terms thereof not modified by the terms of this Ordinance, shall otherwise remain in full force and legal effect.

ARTICLE IV – SEVERABILITY:

In the event that any section(s) or provision(s) of this Ordinance is determined to be in violation of state or federal statute or court ruling, unconstitutional, invalid or otherwise unenforceable by a Court of competent jurisdiction, such determination shall not affect the validity of this Ordinance as a whole or the sections and provisions thereof which are not specifically held to be in violation of state or federal statute or court ruling, unconstitutional, invalid or otherwise unenforceable.

ARTICLE V – EFFECTIVE DATE:

This Ordinance shall be deemed effective thirty (30) days following the third (3rd) reading, passage and adoption by the Council of the City of Buckhannon, i.e., March 19, 2022.

FIRST READING: January 20, 2022

SECOND READING, February 3, 2022

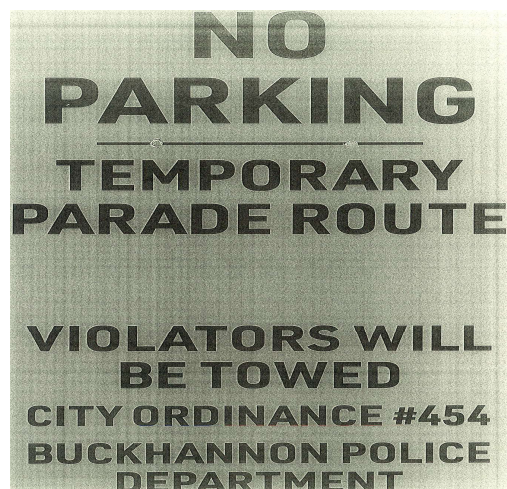
THIRD READING,
PASSAGE AND ADOPTION: February 17, 2022


Robert N. Skinner, III, Mayor

CERTIFICATE OF ENACTMENT

I, Randall H. Sanders, City Recorder, do hereby certify that the foregoing Ordinance No. 454 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on February 17, 2022.


Randall H. Sanders, City Recorder



F.2 Public Works 1 Municipal Pavement & Asset Management Solutions-City Council Approval 01/20/22

City Council 01/20/2022 Approval to Accept Agreement with PublicWorks1-Municipal Pavement/ Street Assessment Management Solutions was moved to the table for discussion and/or a vote. Mr. Arnold provided an overview of what is needed to upgrade the efficiency and historical collection of information for the street reporting in the City by securing the PublicWorks1-Municipal Pavement/ Street Assessment Management Solutions. He recommended Council approve the proposed agreement from PublicWorks1 at a cost of \$10,650.

From: Troy Rolle <trolle@publicworks1.com>
Date: January 11, 2022 at 5:03:43 PM EST
To: jarnold.buckhannon@gmail.com
Subject: Service Agreement for BUCKHANNON, WV

Hello Jerry,

As promised here is the Service Agreement for you and your colleagues to look over. Thanks for the call today. I've attached the agreement for the pavement assessment and imaging with some other information.

Some quick notes from our meeting:

- Unlimited users, free tech support and training, and free updates
- The data issue with work orders being stuck to the wrong assets and some asset duplication due to that would not be an issue in iWorQ. Work orders can be independently detached or allocated, and asset records can have their data adjusted and they can be moved geographically.
- Street layer view directly accessible inside software for everybody to use.
- Everything can be geographically connected
 - We will collect GIS data shapefiles for pavements, and signs.
- Road assessment data will be put into your hands
- Asset management all in one place
- Calculating cost for the best roads to fix

We look forward to getting things stated for you all this week. Please reach out to me if you need anything else.

Troy Rolle
Client Sales
Executive | Public
Works 1

Motion to approve the agreement with PublicWorks1-Municipal Pavement/Street Assessment Management Solutions, at a one-time expenditure of \$10,650, was made by Thomas/Lewis-Sines. Motion carried.



Municipal Pavement & Asset Management Solutions



PublicWorks1 Agreement

For Asset & Data Tracking Services

Streamline Asset Management & Save Time

Public Works 1 helps local governments speed up asset management processes and cut costs by using computer vision technology. GIS departments in smaller local governments often consist of just one person who is tasked with everything from undertaking inventories to staying on top of street asset management. Time and money are usually limited, so cutting costs and streamlining processes can have a big impact on a small organization.

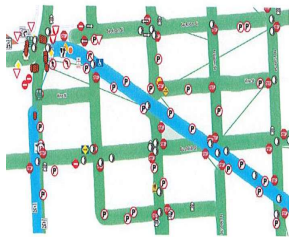
Visualize

Public Works 1 collects high-quality geo-tagged 360-degree, panoramic images of streets in local jurisdictions. Street imagery is captured with the Trimble MX7 system. Privacy of faces and license plates are automatically protected and blurred out, while map features ranging from traffic signs and line markings to lamp and utility poles are detected and positioned on the map.

Mapping

Street level imagery is a great basis for generating map data, it reveals the locations of signs, traffic signals, streets, bike lanes, manholes, hydrants, valves, crosswalks, bridges, etc. This information can be used for project planning, city council updates, maintenance, inspections and more.

Our team drives city and county roads collecting all asset data using computer vision technology, the data is configured to show an inventory of each asset along with other pertinent info. For example, sign data includes: GPS location, MUTCD and address.



This example shows signs, hydrants, traffic signals and manholes in the area selected.

Manage

Municipalities analyze the imagery and access the comprehensive asset inventory through iWorQ's Asset Management software. Helping cities and counties manage and visualize asset conditions, conduct maintenance work, and monitor all costs and activities associated with public street assets.



Disaster Planning/Recovery
Ask how we can help.

BUCKHANNON, WV here after knows as ("Customer"), enters into THIS SERVICE (S) AGREEMENT ("Agreement") with PublicWorks1 Inc. ("PW 1") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. Data Tracking Services

PW 1 will send staff member(s) onsite to track requested street-level imagery, assets, and GPS data points utilizing our Trimble MX7 high resolution camera and / or a pavement condition assessment if requested. The price in Appendix A is based on the mileage provided by the Customer.

2. Customer Responsibility

Customer agrees to provide the time, resources, and personnel to assist in scheduling and completing the onsite assessment, and to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the implementation team. iWorQ can provide project management and implementation document upon request.

3. Customer Data & Software Terms of Access

Customer acknowledges that an iWorQ Service(s) Agreement is required in conjunction with this agreement for a term of 3 years, and that customer is authorized to access and track the converted PW 1 data in the associated iWorQ software applications.

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 5. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Street Level imagery is provided through iWorQ. Street Level imagery (360 Degree JPG) will not be downloadable through iWorQ. PW1 will make the imagery publicly available.

4. Billing:

PW 1 will invoice Customer after the collection team has come onsite and completed the data collection and/or assessment. The invoice will be sent to the address listed in Appendix A. Terms of the invoice are net 30 days. Any changes to the quote or cost will require that a new service agreement be signed by the customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

5. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Termination will discontinue all application(s) and or service(s) under this Agreement; PW1 will provide customer with an electronic copy of all of Customer's data, if requested by the Customer. Backups will be completed within 3-5 business days.

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

6. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

7. ACCEPTABLE USE:

Customer represents and warrants that the applications and services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of applications and services.

8. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

11. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____ Office Number: _____

Title _____ Cell Number: _____



PublicWorks1 Price Proposal

BUCKHANNON, WV	Centerline Miles: 23
70 East Main Street BUCKHANNON, WV 26201	Prepared by: Troy Rolle

Service & Travel Fees

PublicWorks1 Services	Package Price	Billing
Imaging and Assessment Package Data Collection and Asset Conversion Package includes: - Trimble MX7 Image Collection - Data Processing and Data Conversion - Pavement Condition Assessment • A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal). • A condition for each segment • A network pavement condition distribution • A recommended treatment for each pavement segment • A complete data set entered into the iWorQ Pavement Management application • The information and data required for budgeting and planning • 360-degree georeferenced imagery. • Collected images will be uploaded to image viewer within associated module. • GIS Layers provided at customer request. • Track and manage maintenance history • OpenStreetMap with point and line layers -Presented/Delivered Data Shapefile for the assets listed under note 4.	\$10,000.00 \$10,650.00	One-time
Travel expenses - Flight, Hotel, Rental Vehicle, Fuel, etc. - Government Per Diem Rate for Meals/Incidentals	\$1,350.00	One-time
Services Total (This amount will be invoiced once)	\$1,352.00	

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
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NOTES & SERVICE(S) DESCRIPTION

- I. Invoice for the Service(s) will be sent out 2 weeks after the field work has been completed
- II. This Agreement has been provided at the Customer's request and is valid for 30 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

F.3 Cemetery Mowing Agreement 2022 between COB and Everson-Carr Farms LLC

THIS AGREEMENT, made and executed in duplicate this 9th day of March 2022 by and between THE CITY OF BUCKHANNON, a West Virginia municipal corporation, of 70 East Main Street, Buckhannon, Upshur County, West Virginia 26201, party of the first part, hereinafter referred to as "the City", and Everson-Carr Farms LLC, doing business as Everson-Carr Farms LLC, of 231 Everson Rd, Buckhannon, WV 26201 party of the second part, hereinafter referred to as "Contractor",

WHEREAS, the City owns approximately 35.2 acres of real estate in the northern portion of the corporate limits of Buckhannon, Upshur County, West Virginia. City of Buckhannon owned cemeteries include but are not limited to, Heavner Cemetery, Buckhannon Memorial Park, Old Heavner Cemetery and Second Addition Heavner Cemetery, all of which is utilized exclusively for cemetery and memorial purposes, and within which cemetery approximately 1,600 upright monuments have been erected; and,

WHEREAS, Contractor is actively engaged in the business of lawn care and maintenance; and,

WHEREAS, the City has determined that it is reasonable and appropriate to contract the lawn maintenance of cemeteries owned by the City of Buckhannon with a responsible lawn care and maintenance provider; and,

WHEREAS, the City has bid the work for its cemetery care and maintenance, including having advertised for bids all in the manner as provided by law; and,

WHEREAS, Contractor was the successful bidder; and,

WHEREAS, Contractor has complied with all of the City's preliminary requirements, i.e., Contractor has provided to the City certified proof of workers' compensation and general liability insurance; and,

WHEREAS, the City now finds Contractor to be a responsible contractor as well as the successful bidder, and is qualified to execute a written contract respecting the care and maintenance of cemeteries during the period beginning, April 4, 2022 and concluding October 31, 2022; and,

WHEREAS, the City and Contractor have reached agreement formalizing certain aspects of Contractor's work pursuant to the care and maintenance of cemeteries, and now desire to reduce the terms of agreement to written form.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES HERETO AND TO BE PERFORMED HEREBY, THIS AGREEMENT WITNESSETH:

ARTICLE I - THE CITY'S RESPONSIBILITIES

THE CITY SHALL:

- A. Designate an individual who shall be the City's liaison with Contractor, who until further written notice from the City shall be the City Director of Public Works, Jerry Arnold. The City shall notify Contractor in writing in the event of any change in the City's liaison.
- B. Generally direct and coordinate the work to be performed hereunder by Contractor, without unduly interfering with the work.
- C. Maintain ongoing communication with Contractor and/or Contractor's designee(s) respecting all matters pertinent to this agreement.
- D. Promptly notify Contractor of any special or emergency circumstances which may impact upon the work to be performed by Contractor.
- E. Pay Contractor the sum of Sixty thousand twenty five Dollars (\$60,025.00), i.e., \$2,075.00 each for twenty-seven (27) weekly or 10-day cycle, lawn cuttings and

trimmings and \$2,000.00 for each of two cleaning of markers for of all of City of Buckhannon owned cemeteries.

ARTICLE II - CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR SHALL:

A. Designate an individual or individuals who shall be Contractor's liaison with the City, who until further written notice from Contractor shall be Jerry Arnold or Bradley Hawkins, exclusively. Contractor shall notify the City in writing in the event of any change in Contractor's liaison.

B. Maintain workers' compensation coverage for all employees at all times during the period of this contract, i.e., April 4, 2022 through October 31, 2022, and further shall provide current, written certificates of coverage to the City to evidence such coverage.

C. Maintain general, commercial liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence at all times during the period of this contract, and further shall provide written certificates of liability insurance to the City to evidence such coverage.

D. Promptly submit invoices to the City for all work performed under this contract.

E. Refrain from work on Sundays, and after dark. To avoid any possible misunderstanding, Contractor shall be prohibited from all mowing and trimming work within City of Buckhannon owned cemeteries on all Sundays during the period of this contract. Furthermore, Contractor shall not perform any work under this contract for and during the period of May 27, 2022 through June 5, 2022, i.e., Memorial Day week.

F. Immediately notify the City Director of Public Works or his designee when each weekly or 10-day cycle mowing and trimming is complete at which time the City will inspect and sign off on Contractor's invoice assuming the completed work is acceptable to the City.

G. Attend a pre-mowing season meeting, i.e., prior to April 4, 2022, with the City Director of Public Works and/or his designees, as the meeting is scheduled by the City.

H. Refrain from any work other than mowing and trimming. To avoid any possible misunderstanding, Contractor shall not perform any landscaping, planting, excavation or any other additional work within the City of Buckhannon owned cemeteries, unless such additional work is specially contracted with and authorized by the City in writing signed by the City, independent of this contract, in advance of any such additional work being performed.

I. Refrain from work in the general vicinity of new interments, immediately prior to, during, and immediately following any interment or memorial service. The discretion of the City Director of Public Works or his designee shall be deemed as controlling in this matter.

J. Maintain proper decorum and respect for the purposes of cemeteries at all times, and for all visitors at the cemetery.

K. Avoid any and all damage to monuments, mausoleums, and other property situated within City of Buckhannon owned cemeteries.

L. Promptly report to the City any damage observed by Contractor or his employees as occurring to monuments, mausoleums, and other property situated within the cemetery, whether or not such damage is caused by Contractor or his employees.

M. Proportionately reduce any weekly invoice in any event when City employees are required to assist Contractor in completing work under this contract. Such a determination of assistance being required by City employees shall be made in the sole and absolute discretion of the City.

N. Be particularly attentive to the need for City of Buckhannon owned cemeteries lawn to be in excellent appearance during holidays, specifically and immediately prior to Memorial Day, Mother's Day, Father's Day, the Fourth of July, and Labor Day.

O. Refrain from removing grave decorations except at the instruction of, or approval by the City.

P. Promptly report to the City's Director of Public Works any surface subsidence, i.e., ground sinking, as observed during the performance of the work required pursuant to this contract.

Q. Keep all monuments free from excess grass buildup occurring from mowings and trimmings.

R. Be exclusively responsible for the furnishing, repair, maintenance, and replacement of all equipment necessary to perform the work required of Contractor pursuant to this contract.

S. Refrain from storing or parking any equipment or vehicles upon the City of Buckhannon owned cemeteries grounds except while work is being conducted.

T. Save, hold harmless, indemnify, and defend the City from any action instituted by any person whomsoever who may allege any personal injury and/or property damage as a consequence of Contractor activities performed upon the City's premises.

ARTICLE III - GENERAL TERMS

A. This Agreement shall be deemed to be in full force and legal effect from and during April 4, 2022 and shall expire on October 31, 2022, and shall not under any circumstances be deemed as automatically renewing for the 2022 mowing season.

B. The mowing and trimming "cycle" comprising this Agreement shall be on a weekly basis, however, beginning on September 1 through October 31, the mowing and trimming cycle shall be increased to a 10-day period. To avoid any possible misunderstanding, the 26 mowings and trimmings pursuant to this Agreement consist of 21 weekly (7-day) cycles, and five 10-day cycles concluding on April 4, 2022.

C. Either party to this contract may terminate this contract upon thirty (30) days written notice delivered to the other party of their intention to terminate this Agreement.

D. This Agreement contains and sets forth the entire agreement of the parties, and supersedes any previous oral or written negotiations and/or agreements. Special additional provisions as may be deemed necessary by the parties hereto to effectuate the purposes of this Agreement may be subsequently set forth in a separate written Addendum executed by both of the parties and attached hereto.

E. This Agreement may be amended at any time upon the mutual agreement in writing of the parties hereto, a copy of which any amendment shall be signed by both parties, dated, and then attached to this Agreement.

F. The City and Contractor agree to cooperate in any investigation of any incident or accident arising out of the performance of this Agreement.

G. Neither party may assign any of its rights nor responsibilities as established hereunder to any third party whomsoever, without the prior written consent of the other party hereto.

H. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall this Agreement authorize either party to act as an agent for, or bind the other party to, any other agreement or contract with any third party whomsoever. The City and Contractor shall be deemed in all respects to be independent contractors with respect to the parties' performance of their respective responsibilities as established hereunder, and

Contractor's employees shall under no circumstances ever be deemed or determined to be employees of the City.

I. The parties understand and agree that the laws of the State of West Virginia only shall govern this Agreement, and shall apply in resolution of any dispute or cause or claim of action whatsoever arising between the parties hereto pursuant to this Agreement.


J. The parties understand and agree that the exclusive judicial forums for resolution of any dispute or cause or claim of action whatsoever arising as between the parties hereto pursuant to this Agreement are the Magistrate Court and the Circuit Court of Upshur County, West Virginia.

K. This Agreement shall be binding upon both parties hereto, and their respective heirs, executors, administrators, successors and/or assigns.

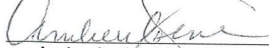
L. The preparation of this Agreement was cooperatively undertaken by the parties hereto, and this Agreement shall not be construed more strictly as against the City by virtue of the City Attorney having drafted this Agreement.

WITNESS the following signatures:

THE CITY OF BUCKHANNON,
a West Virginia municipal corporation

BY: 
Robert N. Skinner, III, Mayor

WITNESSED BY:


Amberle Jenkins, Assistant City Recorder

DATED: 3-9-22, 2022

&


Contractor

WITNESSED BY:



DATED: 3/9/2022

This agreement prepared by Thomas J. O'Neill, City Attorney, City of Buckhannon, WV

G. Consent Agenda

G.1 Approval of Minutes - Regular Meeting 02/24/2022

Motion to approve the Minutes of 02/24/2022 Meeting was made by Rylands/Shobe. Motion carried

H. Strategic Issues for Discussion and/or Vote

H.1 Approval of Bid Opening-29 City Owned Properties Mowing Season 2022 – Action taken earlier in the meeting.

H.2 Approval Placement of Art Sculpture in Jawbone Park – A review of the request and discussion took place. The request was tabled.

H.3 Event Request-Lions Club Matt Hymes Memorial Easter Egg Hunt-City Park- Saturday, 04/16/22 – A review of the request and discussion took place.

Motion to approve Event Request for the Lions Club to hold the Matt Hymes Memorial Easter Egg Hunt in the City Park on Saturday 04/16/22 was made by Waldo/Bucklew.

H.4 Event Request-South Buckhannon Mission Church Easter Egg Hunt-City Park- Sunday, 04/17/22 - A review of the request and discussion took place.

Motion to approve Event Request for the South Buckhannon Mission Church to hold an Easter Egg Hunt in the City Park on Sunday 04/17/22 was made by Shobe/Bucklew.

H.5 Event Request & Road Closure-Relay for Life Celebration-Jawbone Park-Saturday, 07/16/22 with Closure of Madison, S. Spring & S. Florida Streets next to Jawbone Park - A review of the request and discussion took place. Request was tabled until the May meeting; we will invite a representative of the Relay for Life Celebration to attend that meeting.

H.6 Event Request & Road Closure-Blast from the Past Car Show-Saturday, 07/23/22 with Closure of Main Street - A review of the request and discussion took place.

Motion to approve Event & Road Closure Request for the Blast from the Past Car Show-Saturday on 07/23/22 with closure of Main Street was made by Shobe/Waldo.

H.7 Event Request-Really Really Free Market-Jawbone Park- Spring 04/03/22 (Summer & Fall Date TBD) – Action taken earlier in the meeting.

H.8 Discussion/Possible Action Revised Grave Opening Request Form – A review of the request and discussion took place.

Motion to allow Jerry Arnold to make revisions to the current Grave Opening Request Form was made by Rylands/Bucklew. Motion carried.

H.9 Request-UCFRN & UC Partners in Prevention Team- Child Abuse Prevention and Awareness Month Placement of Pinwheels in City Hall’s Planters, Raising/Display of Flag & Proclamation – A review of the request and discussion took place. It was suggested that we continue the recently established practice of not allowing any displays in our planters nor to add any additional flags on our flagpoles.

Motion to approve the UCFRN & UC Partners in Prevention Team- Child Abuse Prevention and Awareness Month Proclamation and photo-op only was made by Waldo/Shobe. Motion carried.

H.10 Discussion/Possible Action Event Request West Virginia Strawberry Festival RE: Parades & Events 2022 Use of City Owned Property & Services during the 80th Annual Event May 14 – May 22, 2022-REVISED – A review of the request and discussion took place. Additional concerns regarding the placement of vendors by the Festival and by Gambill Amusement. It was recommended that City representatives meet once more with the President of the West Virginia Strawberry Festival to review the agreement between the City and the Festival. It was also discussed that a formal request be made to the Festival for the City to have a voting position on the Executive Board of the West Virginia Strawberry Festival. No further action was necessary.

H.11 Discussion/Possible Action to Prepare Rental Agreement for use of City’s Self-Loading Concrete Mixer Truck– A review of the request and discussion took place.

Motion to deny the preparation of a rental agreement for use of City’s Self-Loading Concrete Mixer Truck was made by Shobe/Waldo. Motion carried.

H.12 Monument Permit Fee Conrad Grave – A review of the request and discussion took place.

Motion to waive the monument setting fee of \$100 for the Richard L. Conrad BMP Lot 78 Section C Space1 was made by Shobe/Waldo. Motion carried.

Amby Jenkins discussed an upcoming request to trade two cemetery spaces in the Veteran’s Section to BMP Charlotte McCartney. No action could be taken as it was not on the agenda.

I. Board Members Comments and Announcements

Pamela Bucklew – Mrs. Bucklew had some additional question concerning the WV Strawberry Festival concerning the location of the Arts & Crafts show. Mrs. Jenkins confirmed that it will be held at the Stockert Youth & Community Center.

CJ Rylands – Nothing further.

Mark Waldo – Mr. Waldo asked about the street light that is a nuisance to Mr. Steve Oldaker. Mr. Arnold is still working with the power company on getting it moved.

Nancy Shobe – Mrs. Shobe ask about signs on Main Street that are broken. Mr. Rylands and Mr. Arnold explained the process that is taking place to replace those. Brad Hawkins will check it out as well. She was also concerned with a delivery truck on Spring Street that was blocking traffic for an extended period of time. She recommends that business owner’s work with the delivery trucks to alleviate the problem.

Recorder Sanders - Mr. Sanders was concerned that the parking lot across from the Post Office is being used by people who park there all day. It was confirmed that the lot is a two-hour parking lot. Mr. Sanders requested that we alert the business owners that their employees shouldn’t park there all day; we install signage stating that is a two-hour parking lot; and that we ask the Parking Enforcement Officer to monitor the lot.

Jerry Arnold – Nothing further.

Brad Hawkins – Nothing further.

J. Adjournment

Motion to adjourn the meeting at 8:50 AM was made by Waldo/Shobe. Motion carried

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____