

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, April 28, 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- Virtually
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
Street Superintendent	Bradley Hawkins	Present
City Attorney	Tom O’Neill	Absent
City Employee	Andrew Loudin	Present
City Horticulturist	Dixie Green	Present

Guests: Robin Oldaker, Renee Anderson (virtually), Janet Lonas (virtually), Ty Landis and Susan Aloï.

*City of Buckhannon Consolidated Public Works Board 7:30AM in Council Chambers
Meeting Agenda for Thursday, April 28, 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 Youth Council
 - B.2 Janet Lonas, Owner, The Tanning Hut
 - B.3 City Horticulturist Dixie Green
- C. Department Report
 - C.1 Bradley Hawkins
- D. Financial Report-Amberle Jenkins
 - D.1 March 2022
- E. Correspondence and Information
 - E.1 Gateway West Phase III Transportation Enhancement– WVDOT ROW Encroachment Permit (CityA329)
 - E.2 Contract for City Mowing- 2022 Mowing Season between COB & Wanderscape, LLC (CityA328)
 - E.3 Task Orders for City Projects Engineering and Design to be Conducted by Potesta
 - Miscellaneous Tasks as Directed by the City of Buckhannon to be paid by fund in charge of the project
- F. Consent Agenda
 - F.1 Approval of Minutes- Regular Meeting 03/24/2022
- G. Strategic Issues for Discussion and/or Vote
 - G.1 Youth Council Clean Up Jawbone Park as a Service Project on 05/25/22
 - G.2 Request To Open Paper Alley off of Bobcat Lane for Entry into Private Parking Area The Tanning Hut
 - G.3 Approval Small Business Wayfinding Signage Application from The Tanning Hut
 - G.4 Event Request & Road Closure-BAES Accomplishment Jamboree on 05/24/22
 - G.5 Event Request & Road Closure-BAES Chair Races on 05/26/22
 - G.6 Event Request -Upshur Cooperative Parish Gospel Sing at Jawbone Park on 06/05/22
 - G.7 Event Request- Upshur County Right to Life at Jawbone Park on 06/18/22
 - G.8 Event Request Relay For Life Celebration at Jawbone Park on 07/16/22 (No Road Closure)
 - G.9 Approval of Policy Regarding Storage of Non-City Owned Personal Property
 - G.10 Approval of Policy Regarding Use of City Owned Sound Equipment
 - G.11 Formal Approval Trade Two Cemetery Spaces Veteran’s Section to BMP Charlotte McCartney
 - G.12 Approval CPWB Budget Revision
 - G.13 CPWB Draft Budget 2023
- H. Board Members Comments and Announcements
- I. Adjournment

Posted 04/22/2022

A. Call to Order: Recorder-Sanders called the meeting to order followed by a moment of silence and pledge to the flag.

B. Recognized Guest:

B.1 BU Youth Council

G.1 Youth Council Clean-Up Jawbone Park as a service project on 5/25/22:

Guest Ty Landis, Senior of BU High School representing the BU Youth Council asked for approval to provide a service project to clean-up Jawbone Park on May 25th from 5 to 7 pm.

Motion Rylands/Shobe to approve the request to authorize the youth group to have a clean up service project in Jawbone Park. The Board Members expressed appreciation for this offer. Motion carried.

B.2 Janet Lonas-Owner Tanning Hut

G.2 Request to open paper alley off of Bobcat Lane for entry into private parking area of the Tanning Hut:

Guest-Janet Lonas appeared before the board to request a paper alley located next to her business to be opened. The paper alley has a water meter located in it. She is willing to pay the costs to move the meter and shale the alley.

Board members made it clear to Ms. Lonas that if they approved the request, the alley would be a public alley and the general public would be permitted to use it. She understood this. Board Members requested that an agreement should be drafted prior to opening the alley.

Motion Bucklew/Shobe to approve an agreement between the City and Lonas's to open the paper alley to the public at the expense of Lonas's. Motion carried.



G.3 Approval small business Wayfinding Signage Application for The Tanning Hut:

**City of Buckhannon
Small Business Wayfinding Signage Project
Application**

Date: 04/22/2022

Business Name:The Tanning Hut

Business Owner: Janet Lonas

Business Physical Address: 1 Bobcat Lane Bld 2 Ste 101 Buckhannon WV 26201

Nearest Street Intersection: _____

Business Mailing Address: same

Phone No:304-439-2374

City of Buckhannon Business License Number:#0666

I hereby swear I have the authorization to sign on behalf of the above named business:

I hereby swear I have the authorization to sign on behalf of the above named business:
Signatures: Janet Lonas

Submitted to CPWB Date: _____ 04-28-22 Approved: ☒ Denied: ☐
By: CPWB

Payment Due is \$150.00 for sign and installation

Amount Received: \$150.00 By: Janet Lonas, The Tanning Hut Check # 1248

Receipt No: #870657 Date: 05/02/22

The City of Buckhannon Consolidated Public Works Board (CPWB) has initiated a program called the Small Business Wayfinding Signage Project (SBWSP). The goal of the program is to provide on street presence to businesses which are in areas not visible from the street. The program will apply only to City owned streets and rights of ways. Each request will be made on a SBWSP request form and submitted for review and approval to the CPWB. Once approved the Street Department Supervisor will have the sign produced and installed. Only one sign per entity will be considered and placed at the intersection of the street used to access the business location. It will be the responsibility of the business owner to pay for the repair or replacement of the sign after the initial installation.

Motion Shobe/Rylands to install the Wayfinding Signage for The Tanning Hut. Motion carried.

B.3 City Horticulturist-Dixie Green

Ms. Green gave a brief report of the horticulture activities.

- Main Street flower baskets are being prepared and will soon be place on the light poles on Main Street.
- Greenhouse construction is complete
- Work has begun to clean out the flower beds
- Three part time persons will be hired to help with the seasonal work.

B.4 Robin Oldaker-Upshur Relay for Life

G.8 Event request- Upshur Relay for Life Celebration at Jawbone park on 7/16/22 (No Road Closure):

Celebrating their 25th year. The event has been modified and/or cancelled in the past two years. This will be a normal relay. No roads will be closed. They have also submitted the Upshur County Relay for Life Incident Action Plan. All required paperwork with the event request has been submitted.

Motion Bucklew/Rylands to approve the request for Upshur Relay for Life. Motion carried.

B.5 Dr. Joseph Reed –Upshur County Tobacco Prevention Coalition

Dr. Reed had two requests:

1. Request from the Upshur County Tobacco Prevention Coalition to attach and remove (12) twelve anti-smoking/vaping posters/signage to the Main Street lamp posts during the WVSF 2022 & 2023; and the WAMSB Event 2023 along the parade routes.

Mayor commented his concern that signage not clutter downtown as the City will also be placing temporary signage for no parking along the parade route.

The tobacco signage has been posted in the past.

This item was not on the agenda, however, there is not another Consolidated meeting until after the festival. Mayor recommends this item be placed on the Council agenda for action on May 5th.

2. Green Bean Weekend Celebration 2022
 - a) Electrical hook-up for the Green Bean Cook-off on Friday, August 12, 2022 (Estimate not more than (6) six crock pots connected but will advise as time approaches
 - b) Use of the Riverwalk and Boat Ramp Parking Areas for the Green Bean Stroll on Saturday, August 13, 2022 from 8am-Noon.

The Green Bean Event request should be submitted for the next Consolidated Board meeting.

B.6 Guest-Renee Anderson representing the Upshur County Parish House

G.6 Event Request-Upshur Cooperative Parish Gospel Sing at Jawbone Park on 6/5/22.

They ask that person bring non-perishable food items as donations. Rodney Irvin will operate the sound equipment. All required paperwork with the event request has been submitted.

Motion Shobe/Bucklew to approve the request from the Upshur County Parish House.
Motion carried.

C. Department Report

C.1 Street Commissioner-Bradley Hawkins

- Crews working on sidewalks on N Kanawha Street.
- Paving on Latham, Spring, Willard Way, Second Street. Noting Cooper Asphalt was bought out by J.F. Allen.
- Working on blacktop patching throughout town.
- Carl Weaver was hired as park maintenance again this season.
- Also Andrew Loudin has been tasked to oversee and inspect and keep up with park maintenance throughout the year. They are also looking to hire a secondary maintenance for the summer. Andrew has work for the City since 2015. Andrew has actually had to deal with several issues in the parks in the past. Mr. Arnold wants to become certified in park inspections.
- One employee- Logan Edwards has left employment for another job.
- The following task list was submitted as information to the board. Plans are to install timed locks on the restroom doors. It has been a challenge to keep the restrooms in order especially from vandalism.

River Walk
Task List
April 2022

1. Inspect and repair entire trail for trip hazards.
2. Inspect and trim any overhanging/or overhead vegetation/trees encroaching on the trail.
3. Paint pedestrian/bicycle markings.
4. Install distance markers and signage.
5. Install new doors on restroom facilities with smart locks.
6. Pressure and repair all benches and swings along the trail.
7. Re-seal all benches and swings.
8. Install new dog bag bins making them lower.
9. Reset the swing at the end of the soccer field, it needs stone, pavers reset and weeding.
10. Install bollards at the entrances of the trail.
11. Add non-slip surface to bridges.
12. Install exhaust fans in restrooms.

City Park
Task List
April 2022

1. Clear all sticks and debris from the playgrounds, pavilions areas, and along the fence.
2. Remove old concrete picnic tables and inspect and repair all other tables.
3. Replace all missing and damaged signage.
4. Pressure wash all tables, benches, playground equipment, pavilions, and fence along parking area.
5. Clean roofs on bath house and pavilions.
6. Repair all disturbed from the tree removal.
7. Paint interior of restrooms.
8. Paint Rotary Pavilion.
9. Install new metal roof on Rotary Pavilion.
10. Paint spring box area and install historic signage.
11. Install pavers behind the Rotary Pavilion to create a patio space.
12. Clean and inspect basketball goals and install nets.
13. Rake out volleyball court and install new sand.
14. Inspect and repair all playground equipment, raking back all fall protective materials and insuring proper amounts.
15. Install a new water fountain with bottle filler.
16. Seal cracks in restrooms to keep insects out.
17. Clean out the creek.
18. Install ground stabilization in center triangle area and behind the playground.
19. Install new trash cans.
20. Grind stumps.
21. Inspect and repair all fencing and dumpster enclosure.

North Buckhannon River Front Park
Task List
April 2022

- 1. Clean and pressure wash restrooms, pavilions, and playground equipment.
- 2. Repair any ground disturbance observed.
- 3. Repair/replace damaged fence.
- 4. Repair/replace all missing or damaged signs.
- 5. Clean roofs and gutters on bath house and pavilions.
- 6. Inspect and repair all playground equipment, raking back all fall protective materials and insuring proper amounts.
- 7. Repair water fountain.
- 8. Inspect and repair all access roads and parking areas.
- 9. Repair pavilion floors.
- 10. Install asphalt in big pavilion.
- 11. Clear the riverbank.
- 12. New trash cans.
- 13. Install benches around the fields.
- 14. Clear and maintain the stream access.
- 15. Clear FEMA Lot where the old holding garden use to be.

Jawbone Park
Task List
April 2022

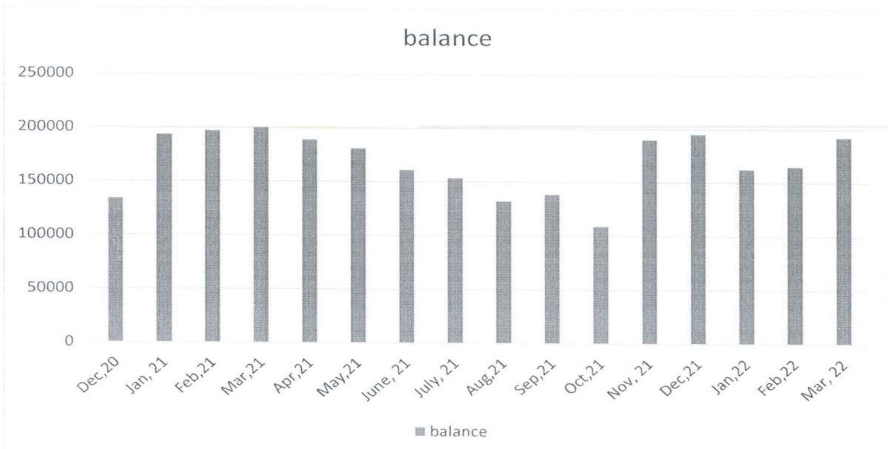
- 1. Pressure wash concrete, bathhouse, and all benches.
- 2. Seal benches.
- 3. Paint electrical panel near Madison Street.
- 4. Paint pavilion legs.
- 5. Remove weeds and reset pavers
- 6. Edge and mulch trees.
- 7. Reinstall water fountain.
- 8. Install additional light poles.
- 9. Install additional stabilization material.
- 10. Install stationery picnic tables.
- 11. Concrete pads for trash cans

D. Financial Report – Amberle Jenkins

D.1 March 2022: Mrs. Jenkins reported and explained the following. She also commented that the greenhouse costs to date is \$27,000.

CONSOLIDATED PUBLIC WORKS BOARD
CITY OF BUCKHANNON
BALANCE SHEET

Balance March 31, 2022	
Money market & checking	\$ 192,479.20
Cemetery CD and savings	\$ 234,191.19



093-CONSOL PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

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	54.00	0.00	6.00	90.00
093-340-000-02 DONATION DOG PARK UTL&PRI	60	7.00	63.00	0.00 (	3.00)	105.00
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	75.50	1,557.50	0.00 (	57.50)	103.83
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	1,140.00	9,650.00	0.00 (	7,650.00)	482.50
093-347-000-00 OPENING & CLOSING GRAVES	30,000	800.00	36,050.00	0.00 (	6,050.00)	120.17
093-347-000-01 SALE OF LOTS	10,000	760.00	20,100.00	0.00 (	10,100.00)	201.00
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	2,788.50	69,799.50	0.00 (	24,679.50)	154.70
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	2,409.36	26,390.92	0.00	8,109.08	76.50
093-368-000-00 RENTAL OF PAVILION	3,000	460.00	2,270.00	0.00	730.00	75.67
TOTAL GRANTS	37,500	2,869.36	28,660.92	0.00	8,839.08	76.43
OTHER REVENUE						
093-380-000-00 INTEREST	50	6.29	36.97	0.00	13.03	73.94
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	40,000.00	135,000.00	0.00	0.00	100.00
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	40,006.29	137,051.57	0.00 (	2,001.57)	101.48
TOTAL REVENUE	217,670	45,664.15	235,511.99	0.00 (	17,841.99)	108.20

093-CONSOL PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

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	12,600.00	0.00	4,200.00	75.00
093-700-103-00 SALARIES	33,600	984.00	19,944.15	0.00	13,655.85	59.36
093-700-103-01 FLOWER SALARIES	70,600	2,830.73	35,522.23	0.00	35,077.77	50.31
093-700-104-00 FICA TAX	9,260	398.94	5,207.24	0.00	4,052.76	56.23
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	126.08	1,168.34	0.00	831.66	58.42
093-700-106-01 CONSOLIDATED RETFLOWER	3,700	283.07	2,848.71	0.00	851.29	76.99
TOTAL SALARIES & BENEFITS	135,960	6,022.82	77,290.67	0.00	58,669.33	56.85
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	354.92	4,837.08	0.00	5,162.92	48.37
TOTAL CONTRACTUAL SERVICES	10,000	354.92	4,837.08	0.00	5,162.92	48.37
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	4,070.83	7,810.67	0.00 (	810.67)	111.58
093-700-342-00 MAT & SUPP - PARKING	5,000	53.62	2,834.03	1,600.00	565.97	88.68
093-700-343-00 MAT&SUPP-PARKS	35,000	504.69	27,362.64	0.00	7,637.36	78.18
093-700-343-01 DOG PARK EXP	10,000	5.25	189.84	0.00	9,810.16	1.90
093-700-344-00 AUTO SUPPLIES	5,000	32.04	679.14	0.00	4,320.86	13.58
093-700-345-00 TREE MAINTENANCE	10,000	0.00	9,550.00	1,500.00 (	1,050.00)	110.50
093-700-346-00 COMMUNITY ENHANCE DONATIO	0	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	72,000	4,666.43	48,426.32	3,100.00	20,473.68	71.56
CAPITAL OUTLAY						
093-700-464-00 HOTEL-MOTEL (FLOWERS)	20,000	6,209.81	17,780.99	815.10	1,403.91	92.98
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	6,209.81	50,780.99	815.10	14,903.91	77.59
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	3,579.00	22,965.43	0.00	20,244.57	53.15
TOTAL CONTRIBUTIONS	43,210	3,579.00	22,965.43	0.00	20,244.57	53.15

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	20,832.98	204,300.49	3,915.10	119,454.41	63.54
TOTAL EXPENDITURES	327,670	20,832.98	204,300.49	3,915.10	119,454.41	63.54
REVENUE OVER/(UNDER) EXPENDITURES	(110,000)	24,831.17	31,211.50 (	3,915.10) (	137,296.40)	24.81-

CPWB MARCH 2022 PAYMENT OF BILLS

\$1,707.42 – SCOTT ELECTRIC – GREENHOUSE ELECTRICAL SUPPLIES

\$2,083.72 – BRUFFEY TRUCKING– STONE FOR GREENHOUSE

\$3,579.00 – GREENHOUSE MEGASTORE – SOLEXX PRO 5MM BULK ROLL FOR GREENHOUSE

04-13-2022 08:57 AM

DISBURSEMENT 3-1-22 TO 3-31-22

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	10.12
		700-343-00	MAT&SUPP-PARKS	110088938045 61 CLEVELAND	8.94
		700-343-00	MAT&SUPP-PARKS	110088938086 PARK STREET	11.85
		700-343-00	MAT&SUPP-PARKS	110087901580 FLAG POLE-	4.97
		700-342-00	MAT & SUPP - PARKING	110112520876 PRK LOT 3	37.01
		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
		700-343-00	MAT&SUPP-PARKS	110149193085 JAWBONE PRK 1	11.91
		700-343-00	MAT&SUPP-PARKS	110089164682 JAWBONE PARK	134.88
		700-343-00	MAT&SUPP-PARKS	110086639413 PARK STREET	39.41
		700-343-01	DOG PARK EXP	110137251630 WALK TRAIL LN	5.25
		700-343-00	MAT&SUPP-PARKS	110141766342 13 MARION ST	5.25
		700-341-00	MAT & SUPP - CEMETER	LEGAL AD 1740 MOWING BIDS	70.83
		700-226-00	INSURANCE & BONDS	WCB10005474 2/2/22-3/1/22	105.99
	RECORD-DELTA NEWSPAPER	700-464-00	HOTEL-MOTEL (FLOWERS	ELEC SUPPLIES- GREENHOUSE	1,707.42
		700-464-00	HOTEL-MOTEL (FLOWERS	SUPPLIES FOR GREEN HOUSE	458.80
		700-464-00	HOTEL-MOTEL (FLOWERS	SUPPLIES FOR GREEN HOUSE	34.73
		700-464-00	HOTEL-MOTEL (FLOWERS	SUPPLIES FOR GREEN HOUSE	28.18
	ENCOVA INSURANCE	700-464-00	HOTEL-MOTEL (FLOWERS	SUPPLIES FOR GREEN HOUSE	59.70
		700-464-00	HOTEL-MOTEL (FLOWERS	WIRE & BOXES FOR GREEN HO	792.18
		700-464-00	HOTEL-MOTEL (FLOWERS	WIRE, BOXES & COVERS	27.07
		700-344-00	AUTO SUPPLIES	ABS SENSOR FOR S-13	32.04
	LOWES BUSINESS ACCOUNTS	700-464-00	HOTEL-MOTEL (FLOWERS	LUMBER FOR END WALL GH	39.70
		700-464-00	HOTEL-MOTEL (FLOWERS	WATERING WAND	10.44
		700-464-00	HOTEL-MOTEL (FLOWERS	WASHERS & ROOFING SCREWS	53.13
		700-464-00	HOTEL-MOTEL (FLOWERS	LUMBER FOR END WALL GH	232.86
	NAPA-AMTOWER AUTO SUPPLY	700-343-00	MAT&SUPP-PARKS	CEDAR BDS FOR WALKTRAIL	219.42
		700-464-00	HOTEL-MOTEL (FLOWERS	1" ROOFING SCREWS	151.92
		700-464-00	HOTEL-MOTEL (FLOWERS	5" STRONG BOLT 40	25.64
		700-464-00	HOTEL-MOTEL (FLOWERS	# 12 SCREWS FOR GREEN HOU	144.32
	BRUFFEY TRUCKING INC	700-464-00	HOTEL-MOTEL (FLOWERS	STONE FOR GREEN HOUSE	2,083.72
		700-226-00	INSURANCE & BONDS	CONS 1ST QTR UNEMPLOYMENT	248.93
		700-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	20.00
		700-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	56.88
	WV PUBLIC EMPLOYEES RETIREME	700-106-01	CONSOLIDATED RETFLOW	WV RETIRE TIER2 CONTRIBUTI	146.03

04-13-2022 08:57 AM

DISBURSEMENT 3-1-22 TO 3-31-22

FUND: CONSOL PUBLIC WORKS

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	INTERNAL REVENUE SERVICE	700-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	49.20
		700-106-01	CONSOLIDATED RETFLOW	WV RETIRE TIER2 CONTRIBUTI	137.04
		700-104-00	FICA TAX	FICA WITHHELD AND MATCHED	207.85
		700-104-00	FICA TAX	FICA WITHHELD AND MATCHED	115.47
		700-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	48.61
		700-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	27.01
		700-343-00	MAT&SUPP-PARKS	PCRD-DECK SCREWS FOR WALK	57.94
		700-568-00	CONTINGENCY-CPWB	PCRD-SOLEXX PRO 5MM BULK R	3,579.00
	GREENHOUSE MEGASTORE	700-341-00	MAT & SUPP - CEMETER	BUY BACK SPS 1-82NDADDSECL	4,000.00
		700-464-00	HOTEL-MOTEL (FLOWERS	PLASTIC PALLETS FOR GREENH	360.00
				3/01/2022 - 3/31/2022	5,214.73
	ILENE BENNETT			TOTAL:	20,832.98
	GALLAWAY SAFETY & SUPPLY				
	**PAYROLL EXPENSES				

G.12 Approval of CPWB Budget Revision FY 2021-22:

Mrs. Jenkins submitted and explained the following budget revision for Consolidated Public Works Board for fiscal year 2021-22:

Consolidated Budget Revision 2021-22					
Expenses					
		current	adjustment	proposed	
093-700-341-00	Cemetery expenses	\$ 7,000.00	\$ 3,000.00	\$ 10,000.00	bought back cem lots
093-700-345-00	Tree Maintenance	\$ 10,000.00	\$ 2,000.00	\$ 12,000.00	
093-700-343-01	Dog Park Expense	\$ 10,000.00	\$ 4,000.00	\$ 14,000.00	\$14T in past donations to go toward dog park, they plan on purchasing activity obstacles
093-700-464-00	Flowers (hotel motel)	\$ 20,000.00	\$ 3,000.00	\$ 23,000.00	items for greenhouse paid from wrong acct
093-700-568-00	contingency	\$ 43,210.00	\$ (3,000.00)	\$ 40,210.00	items for greenhouse s/b frm here
			\$ 9,000.00		
Revenues					
093-346-000-01	Park Pen On St	\$ 2,000.00	\$ 7,650.00	\$ 9,650.00	
093-347-000-00	Open&Close Graves	\$ 30,000.00	\$ 1,350.00	\$ 31,350.00	
			\$ 9,000.00		

Motion Shobe/Bucklew to approve the budget revision submitted. Motion carried.

G.13 Consolidated Draft Budget FY 2022-23.

Mrs. Jenkins submitted the draft to Consolidated Public Works Board to review throughout the next month. If they have any questions please let her know. The total budget presented if \$287,000. She noted that it is difficult to fine help at \$8.5 per hour.

CONSOLIDATED		2016-17 actual	2017-18 ACTUAL	2018-19 ACTUAL	2019-20 actual	2020-21 budget	2021-22 apprvd by bd 4/21/21		2021-22 actual thru dec	2022-23 proposed budget		
	EST. BALANCE ON HAND		0	0	0	77,458	110,000			110,000		
340-000-01	DONATION BEAUTIFICATION		55	131	132	60	60	donations & from utl bill	36	60	donations & from utl bill	
340-000-02	DONATION DOG PARK		85	5761.54	7,844	60	60	donations & from utl bill	42	60	donations & from utl bill	
-93 342-000-00	PARKING METERS LOT 1	2,867	8	0	0	0			0	0		
-93 342-000-01	PARK PEN LOT 1	254	10	360	50	0			25	25		
-93 342-000-02	LOT 1 STICKERS	1,415	50	25	50	0				0		
-93 343-000-00	PARKING METERS LOT 2	3,247	2,000	2,000	0	2,000	0	note carnival pays		2,000	note carnival pays	
-93 343-000-01	PARK PEN LOT 2	138	0	0	0	0				0		
-93 343-000-02	STICKERS LOT 2	0	0	0	0	0				0		
-93 344-000-00	PARKING METERS LOT 3	446	45	129	163	0				0		
-93 344-000-01	PARK PEN LOT 3	490	265	65	0	100				0		
-93 344-000-02	STICKERS LOT 3	3,640	1,313	1,682	2,176	1,500	1,500	this is where we are putting parking stickers	952	1,500	this is where we are putting parking stickers	
-93 345-000-00	PARKING METERS LOT 4	312	0	0	0	0	0	not city lot innovationC		0		
-93 345-000-01	PARK PEN LOT 4	9	0	0	0	0	0	not city lot innovationC		0		
-93 345-000-02	STICKERS LOT 4		0	0	0	0	0	not city lot innovationC		0		
-93 346-000-00	PARKING METERS ON STREET	3,892	0	0	0	0				0		
-93 346-000-01	PARK PEN ON STREET	8,821	6,303	6,155	2,620	3,000	2,000		6,535	4,000	includes out of downtown areas	
-93 347-000-00	OPENING & CLOSING GRAVES	52,000	41,950	37,450	47,250	30,000	30,000	Burials down; cremations up \$800vs\$200 weekdays	23,100	30,000		
-93 347-000-01	SALE OF LOTS	19,385	21,400	19,900	23,600	10,000	10,000		17,650	10,000		
-93 347-000-03	PLACEMENT OF MARKERS	2,600	2,100	3,900	3,200	1,500	1,500		2,300	1,500		
-93 347-00-02	STICKERS LOT 6	600	390	0	0	0	0			0		
-93 349-000-01	parking Pen Lot 6	0	0	0	0	0	0			0		
-93 366-000-00	STATE GRANTS		0		4,993	0	0			0		
-93 367-000-01	HOTEL OCCUPANCY TAX	45,244	51,985	66,777	32,615	40,680	34,500	HotMotDown	18,291	36,000		
-93 368-000-00	RENTAL OF PAVILION	6,805	6,970	6,625	3,835	5,000	3,000		1,580	3,000		
-93 380-000-00	INTEREST	268	892	2,884	2946.33	50	50		23	50		
-93 399-000-00	MISCELLANEOUS	40	1051	804	890	0			265	0		
-93 399-000-03	GENERAL FUND CONTRIBUTION	25,000	25,000	28,000	25,000	60,000	135,000	\$35T parks;\$35T mowing;DG 100%cpwb	95,000	100,000	20T parks;20T Dgreen pd 100%cpwb;60T cemetery mowing	
-93 399-000-04	COM. ENHANCE DONATION	2,691	5,657	700	1,600	100			1,000	0	can't guarantee donations	
TOTAL REVENUES		180,163	167,527	180,348	158,964	154,050	217,670		166,799	188,195		
	w/balance on hand			180,348	158,964	231,508	327,670		166,799	298,195		
-93 700-101-00	BOARD SALARIES	16,050	16,200	16,200	16,200	16,800	16,800	Recorder inc	8,400	16,800		
-93 700-103-00	SALARIES	20,933	21,915	19,827	15,713	21,740	33,600	parking\$1450&added park latnd\$19100)ek att pd from GF in (past) DG 100%cpwb(\$39200+\$25100forhelp& help	16,988	35,000	90 longevity pay ???	PkAttnnd \$15 hr uses personal veh; PkEnfor \$12.30/hr DG \$42T; help\$31T
-93 700-103-01	FLOWER SALARIES	46,854	41,385	49,806	44,856	48,000	70,600		27,210	73,000	180 longevity pay ???	
-93 700-104-00	FICA TAX	6,414	5,998	6,566	6,162	6,448	9,260		4,024	9,600		
-93 700-105-00	HEALTH INSURANCE				0	0			0			
-93 700-106-00	GROUP RETIREMENT	1,044	1,424	934	1,535	1,520	2,000		790	790		
-93 700-106-01	Flower Retirement	2,902	2794	2,548	1785.78	2,350	3,700		2,017	4,200		
-93 700-225-00	CONTRACTUAL SERVICES											
-93 700-225-00	LOT 4 EXPENSE	0	0	0	0	0				0		
-93 700-226-00	INSURANCE & BONDS	11,145	7,568	8,066	9,086	10,000	10,000	Ins parks,Com,Work Comp,Unemp,Gen Liab.	4,270	10,000		
-93 700-340-00	MAT & SUPP - STORM DRAIN MAINT	750	0	0	0	0	0	mvd to sanitary dept	0	0		
-93 700-341-00	MAT & SUPP - CEMETERY	8,503	6,841	3,687	5,900	15,000	7,000		3,200	7,000		
-93 700-342-00	PARKING	9,880	4,166	4,088	3,583	5,150	5,000		2,673	5,000		
-93 700-343-00	MAT & SUPP - PARKS	24,812	13,950	10,503	15,746	75,000	35,000	FrmGF	10,608	35,000	20TFrmGF	
-93 700-343-01	DOG PARK EXP			2,243	3,609	500	10,000	Donation from past less expenses needed identified.	172	1,000	repl camera to city	
-93 700-344-00	AUTO SUPPLIES	5,653	4,741	3,423	5,140	5,000	5,000	NoteGFpaysfora majority of veh exp used by flowers	647			
-93 700-345-00	TREE MAINTENANCE	9,246	7,495	1,825	2,170	10,000	10,000		9,550	10,000		
-93 700-346-00	COMMUNITY ENHANCEMENT	770	4057.31	1,162	1184.09	0				0		
-93 700-464-00	HOTEL/MOTEL (FLOWERS)	12,935	14,477	16,043	14,029	14,000	20,000		7,382	20,000		
-93 700-465-00	CONTRACT MOWING CEMETERY	20,100	0	0	0	0	46,500	\$35100mow+11400to clean mons	33,000	60,000	price increase cemetery mowing	
-93 700-500-00	DEPRECIATION EXPENSE				0	0						
-93 700-568-00	CONTINGENCY						43,210	Board to Determine	0			
-93 700-999-00	MISC/ Community Enhanc Dona	40	1,078	0	890	0						
TOTAL EXPENDITURES		198,030	154,080	146,921	147,588	231,508	327,670		130,932	287,390		
REVENUE OVER/(UNDER) EXPENDITURES		(17,867)	13,447	33,427	11,376	(77,458)	(110,000)	w/o bal on hand	35,868	(99,195)		
						0	0	w bal on hand	35,868	10,805		

E. Correspondence and Information

E.1 Gateway West Phase III Transportation Enhancement– WVDOT ROW Encroachment Permit Indexed at City Hall as (CityA329)

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

Form MM-109
Rev. 06-29-2021

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

PERMIT NO. 07-2022-0118

THIS PERMIT, Made this 1st day of April 2022, between the

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation hereinafter called DIVISION and BUCKHANNON, CITY OF

Address: 70 EAST MAIN STREET, BUCKHANNON, WV 26201 Phone No: (304) 472-1651

hereinafter called APPLICANT.

WITNESSETH

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

Route Type & No.: SLS 12 DOH Project No.: (if applicable);
at Project Station 25+50 Mile Post:
in 49 - Upshur County, for the purposes hereinafter set forth and in accordance with the plans and specifications which are attached hereto and made a part hereof:
For the construction of +/- 810 LF of ADA-compliant concrete sidewalk, the installation of historical period street lights all necessary appurtenances related to State Project No. U349-BUC/KH-14.00 and the possibility of installing a new storm sewer collection system (designed by, and materials from, the WVDOT) along Amalia Dr

APPLICANT further agrees to accept the conditions hereinafter set forth:

1. APPLICANT shall deposit with DIVISION the sum of \$ in the form of an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the granting of this permit, including any expense incurred in restoring said highway to its original condition or the proper repair of any and all damages that may result within one (1) year from the date of the completion of said work.

2. APPLICANT agrees to reimburse DIVISION for inspection costs as follows:

☐ A. For any inspection costs incurred under this permit.

☐ B. At \$ per linear foot for feet of water line installed under this permit.

☐ C. At \$ per linear foot for feet of sewer line installed under this permit.

3. APPLICANT shall notify DIVISION at least 48 hours in advance of the date the work will begin. Failure to comply will be cause for cancellation of this permit.

4. APPLICANT agrees to protect its employees, equipment and users of the highway at all times in accordance with the current Division of Highways manual "Traffic Control For Street and Highway Construction and Maintenance Operations".

5. APPLICANT agrees to comply with all applicable state and federal laws in the performance of work under this permit, including but not limited to the requirement to provide DIVISION copies of any NEPA clearance document for utility installations along or across the Interstate highway system and/or controlled-access right of way.

6. Supplementary conditions cited below are understood and agreed to be part hereof.

7. The work authorized under this permit shall be completed on or before (Date); April 1, 2023

8. APPLICANT, by signing below, hereby warrants and represents that, to the extent its entrance onto DOH right of way involves or affects any other entity's property, real or personal, on or within DOH right of way, that APPLICANT has full legal authorization or the legal right to do so. To the fullest extent permitted by law, APPLICANT agrees to defend, indemnify and old harmless DIVISION for damage to any persons or property arising from APPLICANT'S breach of this representation and warranty.

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

Recommended by DOH Reviewer:

Applicant:

Signature:

Title: Original Signed by Permit Supervisor Title:

BOND REQUIREMENT:

BOND / DATE

APPROVED:

Attached ☐ On File ☐

Title: Original Signed by District Engineer

INSPECTION: Owner/Consultant ☐

West Virginia Division of Highways

Full Time ☐ Part Time ☐

Periodic ☒ Reimbursable ☐ No Cost ☒

AUTHORIZATION NO. PERMIT NO. 07-2022-0118

SUPPLEMENTARY CONDITIONS

1. The person, firm or corporation to whom a permit is issued agrees to hold the State of West Virginia and DIVISION harmless on account of any damages to persons or property which may arise during the process of the work authorized by this permit or by reason thereof.

2. Applications for permission to perform work within highway rights of way shall be made on DIVISION'S standard permit form and shall be signed by the authorized representative of the person, firm or corporation applying.

3. The APPLICANT shall give detailed information concerning the work to be performed and the application must include a sketch sufficient to show the nature of the work performed.

4. APPLICANT, his agents, successor, heirs or assigns, contractors or any other person, firm or corporation working under APPLICANT'S real or apparent authority, shall perform the work in a manner satisfactory to DIVISION. Damage to the road resulting at any time from work authorized under this permit shall be repaired by APPLICANT. Unsatisfactory repairs may be a corrected by DIVISION or its authorized agent and the cost thereof paid by APPLICANT.

5. DIVISION assumes no liability for damage to the proposed work by reason of construction or maintenance work on the road.

6. This permit is granted subject to removal of the authorized installation by APPLICANT at no cost to DIVISION when required for improvement of the road, and subject to all regulations now or hereafter adopted by DIVISION.

7. Utility installation shall be in accordance with the current manual, "Accommodation of Utilities on Highway Right of Way".

8. Driveways shall be in accordance with the current manual, "Rules and Regulations for Constructing Driveways on State Highway Rights-of-Way."

9. DIVISION reserves the right to cancel this permit at any time, should APPLICANT fail to comply with the terms and conditions under which it is granted.

10. This permit is granted only insofar as the DIVISION has a right to do so.

E.2 Contract for City Mowing- 2022 Mowing Season between COB & Wanderscape, LLC Indexed at City Hall as (CityA328)

CONTRACT FOR CITY MOWING – 2022 MOWING SEASON

THIS AGREEMENT, made and executed in duplicate this 4th day of April, 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 WANDERSCAPE, LLC, a West Virginia limited liability company, of 3 Kent Street, Buckhannon, West Virginia 26201, together with its principal BENJAMIN ARISMAN, parties of the second part, hereinafter together referred to as “Contractor”,

WHEREAS, the City owns – among other parcels - approximately 23.9 acres of real estate in the corporate limits of Buckhannon, Upshur County, West Virginia, which 23.9 acres is spread among approximately 29 individual lots of varying size and character, which lots are itemized on the documents appended hereto and incorporated herein by reference; 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 these particular lots with a responsible lawn care and maintenance provider; and,

WHEREAS, the City has bid the work for care and maintenance of these lots, 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, as applicable; 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 the aforesaid

29 lots during the period beginning Monday, April 4, 2022 and concluding Monday, 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 the aforesaid 29 lots, 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, 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 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 Thirty-two Thousand Four Hundred Dollars (\$32,400.00), i.e., One Thousand Two Hundred Dollars (\$1,200.00) per mowing in thirteen (13) bi-weekly or bi-cycle increments of Two Thousand Four Hundred Dollars (\$2,400.00), with a final one-week cycle of One Thousand Two Hundred Dollars (\$1,200.00) for a total of twenty-seven per mow. The Parties agree that payment shall only be tendered for mowing services actually performed.

ARTICLE II - CONTRACTOR'S RESPONSIBILITIES

THE 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 Benjamin Arisman, exclusively. Contractor shall notify the City in writing in the event of any change in Contractor's liaison.

B. Maintain workers' compensation coverage for any 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 on all Sundays during the period of this contract.

F. Immediately notify the City Director of Public Works or his designee when each 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 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. Promptly report to the City any damage observed by Contractor or his employees as occurring to any City property, whether or not such damage is caused by Contractor or his employees.

J. 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.

K. Be particularly attentive to the need for City property to be in excellent appearance during the West Virginia Strawberry Festival, as well as immediately prior to Memorial Day, the Fourth of July, and Labor Day.

L. 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.

M. Refrain from storing or parking any equipment or vehicles upon City property or grounds except while work is being conducted.

N. 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 2023 mowing season.

B. The mowing and trimming "cycle" comprising this Agreement shall be on a weekly basis from and during April 4, 2022 through October 31, 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.

M. The terms and conditions contained within the Advertisement for Bids, which are attached hereto and incorporated herein by reference, remain applicable and binding upon the Parties hereto.

WITNESS the following signatures:

THE CITY OF BUCKHANNON,
a West Virginia municipal corporation

BY: Robert N. Skinner, III
Robert N. Skinner, III, Mayor

WITNESSED BY:

Amberle Jenkins
Amberle Jenkins, Assistant City Recorder

DATED: April/ 4 /2022

&

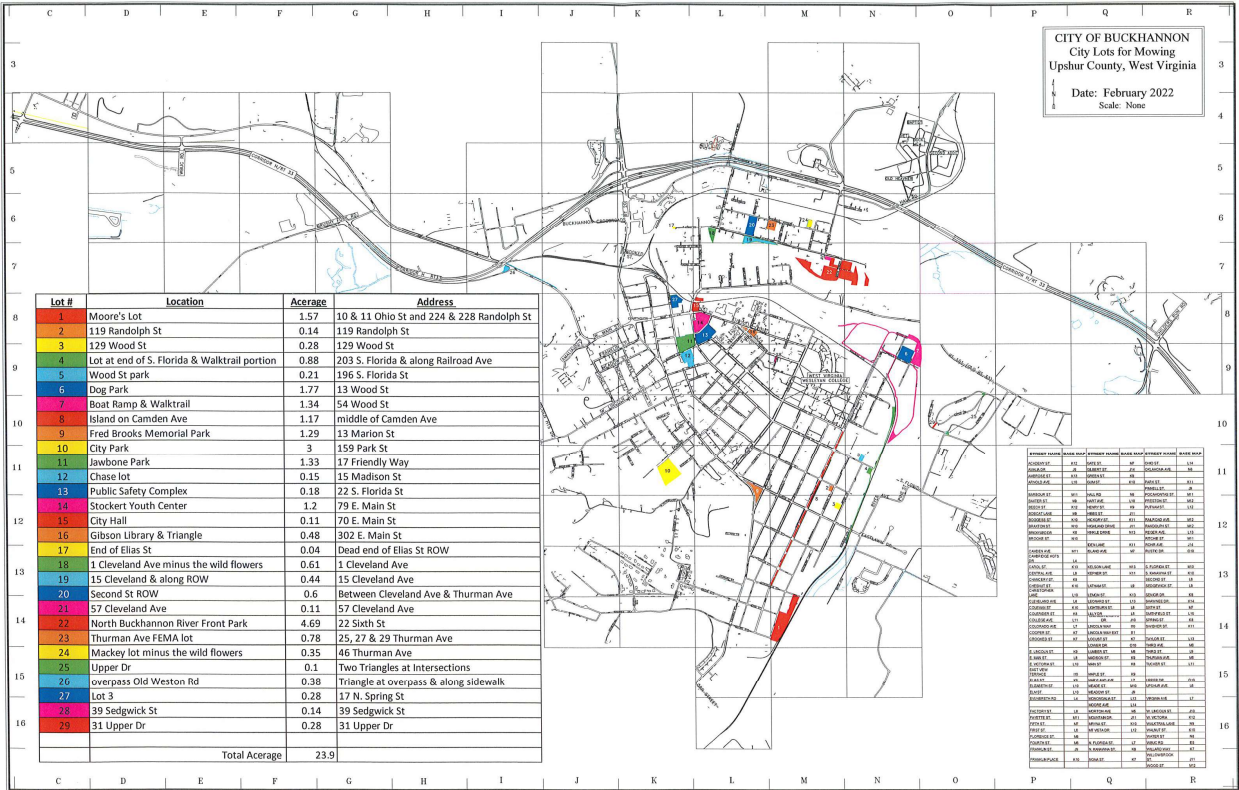
[Signature]
Contractor

WITNESSED BY:

Shayla Gowers

DATED: April 4, 2022

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



G.1 Youth Council Clean-up Jawbone park as a service project on 5/25/22. (Addressed earlier in meeting)

G.2 Request to open paper alley off of Bobcat Lane for entry into private parking area The Tanning Hut. (Addressed earlier in meeting)

G.3 Approval small business Wayfinding Signage Application from The Tanning Hut. (Addressed earlier in meeting)

G.4 Event Request & Road Closure-BAES accomplishment Jamboree on 5/24/22

Request road closure-Victoria closed from S. Kanawha to S. Florida. S. Florida closed from E. Victoria to College Ave. College Ave closed from S. Florida to S. Kanawha from 9am to 9:30am for the BAES Accomplishment Jamboree Parade Event. All required paperwork with the event request has been submitted.

G.5 Event Request & Road Closure – BAES Chair Races 5/26/22.

Request road closure- Smithfield St from Victoria St to College Ave from 1pm to 2pm for the BAES Chair Races. All required paperwork with the event request has been submitted.

Motion Waldo/Shobe to approve both requests from BAES. Motion carried.

G.6 Event request-Upshur Cooperative Parish Gospel Sing at Jawbone Park on 6/5/22. (Addressed earlier in meeting)

G.7 Event request- Upshur County Right to Life at Jawbone Park on 6/18/22

Walk and Rally at Jawbone Park from 9:30am to 1pm. All required paperwork with the event request has been submitted.

Motion Bucklew/Shobe to approve the request from Upshur County Right to Life. Motion carried.

G.8 Event Request Relay for Life Celebration at Jawbone Park on 7/16/22. (Addressed earlier in meeting)

G.9 Approval of Policy regarding Storage On Non-City Owned Personal Property.

Mr. Arnold reported this policy came about from organizations that expected the city to store their items, such as banners. Those items should not be in the care of the city. Keeping track of these items and the space needed to store them is burdensome.

Mrs. Jenkins commented that some items not owned by the city are actually used for entities that use city facilities, such as FRN at Stockert. Those items should be permitted on city property until the organization no longer uses the city facility.

The matter was tabled until the next meeting to correct the wording to include authorized users of city facilities may keep items on the premise.

G.10 Approval of Policy regarding Use of City Owned Sound Equipment:

Mrs. Jenkins commented that she would utilize Mr. Sanders to assist with requests as well as Rodney Irvin who is familiar with the city owned sound equipment. Also an agreement should be drafted for groups and organizations that wish to use this equipment.

Motion Bucklew/Waldo to approve the policy and develop an agreement to use city owned sound equipment. Motion carried.

CITY OF BUCKHANNON
POLICY REGARDING USE OF CITY-OWNED SOUND EQUIPMENT

TO: CITY EMPLOYEES AND INTERESTED MEMBERS OF THE PUBLIC
RE: USE OF CITY-OWNED SOUND EQUIPMENT
DATE: APRIL 28, 2022

The City of Buckhannon has purchased, and makes available, certain audio or sound equipment for the use of groups who have reserved the use of certain City facilities, including Jawbone Park.

Effective immediately, only individuals who have adequate training or experience, and who have been expressly authorized by the City's Director of Finance and Administration, or her designee, may use such City-owned electronic equipment. Use shall only be approved pursuant to an application for use, which shall be submitted to the Director of Finance and Administration.

No unauthorized individual may use, operate, or transport any City property without permission.

Any questions may be directed to Buckhannon City Hall at 70 East Main Street, Buckhannon, or at (304) 472-1651.

G.11 Formal approval to trade two cemetery spaces from Veterans Section for two spaces in Buckhannon Memorial Park Cemetery by Charlotte McCartney.

Mrs. Jenkins reminded the Board that they informally acknowledged they would approve this request at the last meeting. The requester submitted this too late to be placed on the last agenda, but the trade was needed before this meeting.

Charlotte McCartney traded spaces 3 & 4 of Block 6 Lot 3 Section B of the Veterans Section for Spaces 1 & 2 Lot 99 Section C in the Buckhannon Memorial Park Cemetery.

Motion Shobe/Bucklew to approve trading the two spaces as requested in the last meeting. Motion carried.

G.12 Approval CPWB Budget Revision. (Addressed earlier in meeting)

G.13 CPWB draft budget 2022-23. (Addressed earlier in meeting)

H. Board Members Comments and Annoucements

Board Member Waldo commented on the nice job the street crews have done on N Spring Street.

I. Adjournment

There being no further business to be transacted, meeting adjourned at 8:37 am.

Mayor Robert N. Skinner III

City Recorder Randall H. Sanders
