

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

A regular meeting of the Buckhannon City Council was held on September 15, 2022, at 7:00pm in the Council Chambers of City Hall. The following individuals were in attendance (GTM – GoToMeeting):

Mayor	Robbie Skinner	GTM
City Recorder	Randy Sanders	Present
Council Member	Pam Bucklew	Absent
Council Member	David McCauley	Present
Council Member	Jack Reger	Present
Council Member	CJ Rylands	GTM
Council Member	David Thomas	Present
Assistant Recorder & Director of Finance	Amberle Jenkins	Present
City Attorney	Tom O’Neill	Present
Buckhannon Police Department	Lt Doug Loudin	Present
Director of Public Works	Jerry Arnold	Absent
Channel 3		Absent
MyBuckhannon.com	Katie Kuba	Present
MyBuckhannon.com	Beth Broschart	Present

Guests: Members of the Elizabeth Zane Chapter Daughters of the American Revolution and American Indian Heritage Month.

*City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, September 15, 2022*

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Please send public comments to [buckhannon@buckhannonwv.org](mailto:buckhannon@buckhannonwv.org) via email or drop them in the mail, or drop box behind City Hall.

Please join the meeting from your computer, tablet or smartphone <https://global.gotomeeting.com/join/804282709>  
You can also dial in using your phone United States: [+1 \(872\) 240-3212](tel:+18722403212) Access Code: 804-282-709

- A. **Call to Order**
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. **Recognized Guests**
  - B.1 Loretta Dawson, Linda Hinter, April Wallace & Christine Mundy: The Elizabeth Zane Chapter Daughters of the American Revolution-Constitution Week Proclamation & American Indian Heritage Month Proclamation
  - B.2 Rusty Webb-The Webb Law Centre, PLLC (F.1)
- C. **Department & Board Reports**
  - C.1 Public Works Director- Jerry Arnold
  - C.2 Finance Director- Amberle Jenkins (F.4) (F.5) (F.6) (F.7)
  - C.3 Police Chief- Matthew Gregory
  - C.4 City Attorney- Tom O’Neill (F.1) (F.3)
- D. **Correspondence & Information**
  - D.1 COB is Hosting the West Virginia Municipal League October 20<sup>th</sup> & 21<sup>st</sup>  
City Council Meeting Rescheduled to Tuesday, October 18, 2022 at 7:00PM
  - D.2 Trunk-or-Treat October 28, 2022 6:30-8:30pm at the Public Safety Complex
  - D.3 FOIA Request from SmartProcure for PO/Vendor Information
  - D.4 2022 State Auditor’s Training Seminar
  - D.5 Notice to Proceed Design Phase of the Poundstone Riverwalk Trail Transportation Alternative Project
- E. **Consent Agenda**
  - E.1 Approval of Minutes -Regular Meeting 09/01/2022
  - E.2 Approval of Building and Wiring Permits
  - E.3 Approval of Payment of the Bills
- F. **Strategic Issues for Discussion and/or Vote**
  - F.1 Approval of Opioid Litigation Settlement Documents
  - F.2 Recommendation Appointment of Jody Light to the Buckhannon Housing Authority Board of Commissioners-5 Year Term ending 06/30/2027
  - F.3 Approval Updated Employee Handbook
  - F.4 Approval Legal Services Agreement- City Attorney Tom O’Neill Status Change from Employee to Contracted

- F.5 Discussion/Possible Vote To Accept & Authorization for Mayor to Sign Coronavirus Relief Fund Agreement-UCC ARPA Fund Allocation towards the construction of a Fire Training Facility
- F.6 Approval Financial Statement Period Ending 06/30/2022
- F.7 Recommendation from Colonial Arts Center Board to Accept & Authorization for Mayor to Sign Consulting Agreement
- F.8 Approval Set Date and Time for Trick-or-Treat in City Limits Monday, October 31, 2022 6:00pm-7:30pm

**G. Comments and Announcements**

- G.1 Pamela Bucklew
- G.2 David McCauley
- G.3 Jack Reger
- G.4 David Thomas
- G.5 CJ Rylands
- G.6 Randall Sanders

**H. Mayor's Comments and Announcements**

**I. Executive Session Per WV Code § 6-9A-4- Personnel Matter**

**J. Adjournment**

**Posted 09/12/2022**

**A. Call to Order:** Recorder Sanders called the meeting to order and deferred to Council Member-Jack Reger for comment.

Council Member-Reger asked everyone to keep the family of Lance Koury in their thoughts and prayers. Mr. Koury recently passed away. He was a fine man who served the Buckhannon community well during his residency.

**B. Recognized Guests:**

**B.1: Loretta Dawson, Linda Hinter, April Wallace, Christine Mundy of the Elizabeth Zane Chapter Daughters of the American Revolution – Constitution Week Proclamation & American Indian heritage Month Proclamations.**

Recorder Sanders recognized the guests and read the following proclamations:

**PROCLAMATION  
CONSTITUTION WEEK 2022**

**WHEREAS**, September 17, 2022 marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and,

**WHEREAS**, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and,

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as **CONSTITUTION WEEK**;

**NOW, THEREFORE, I, Randall H. Sanders, City Recorder of the City of Buckhannon**, pursuant to the power & authority duly vested in me, do hereby proclaim the week of September 17 through 23, 2022 as

***CONSTITUTION WEEK***

**AND** ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Given under my hand & the official seal of The City of Buckhannon,  
this 15<sup>th</sup> day of September, 2022

**Randall H. Sanders, City Recorder  
City of Buckhannon**

**PROCLAMATION  
NATIONAL AMERICAN INDIAN HERITAGE MONTH**

**WHEREAS**, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

**WHEREAS**, the contributions of American Indians have enhanced the freedom, prosperity and greatness of America today, and

**WHEREAS**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS**, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George H. W. Bush in 1990, designating the month of November as National American Indian Heritage Month; and

**WHEREAS**, in honor of National American Indian Heritage Month, community celebrations as well as cultural, artistic, educational and historical activities should be planned;

**NOW THEREFORE**, I, Randall H. Sanders, by virtue of the authority vested in me as City Recorder of the City of Buckhannon do hereby proclaim **November as National American Indian Heritage Month in the City of Buckhannon**, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

**IN WITNESS THEREOF**, I have hereunto set my hand and caused the Seal of the City of Buckhannon to be affixed this 15<sup>th</sup> day of September, in the year of our Lord two thousand twenty two.

**Randall H. Sanders, City Recorder  
City of Buckhannon**

**B.2 Rusty Webb-The Webb law Center PLLC:**

**F.1 Approval of Opioid Litigation Settlement Documents:**

Tom O'Neill introduced Attorney Rusty Webb in reference the class action opioid lawsuit in which Mr. Webb is representing several communities including Buckhannon. Mr. Webb explained that a \$400 million dollars settlement will be paid over a 12 year period. Attorney fees and contingency fees will be paid from this settlement. The amount to be paid will not be known until Judge Wilks decides upon the fees. The lawsuit was focused on the negative impact of opioid use in the communities most affected. Calculations will be made to communities dependent on formulas already decided. The settlement will not be negotiable. This is a mass tort case and settlement amounts are determined by the judge and mass tort panel. This is common in this type of case.

The following document was presented: Exhibit G –Indexed as City Agreement A342:

**Exhibit G**  
**Subdivision Settlement Participation Form**

Governmental Entity:	
County of Governmental Entity (If Applicable):	
Authorized Official Name:	
Authorized Official Title:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (the “Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Distributors West Virginia Subdivisions Settlement Agreement dated July 31, 2022 (the “Distributors Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Distributors Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within fourteen (14) days of notice by Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons that one of the conditions in Section III.C.1-2 has been satisfied, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributors Settlement.
4. By agreeing to the terms of the Distributors Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments.
5. The Governmental Entity agrees to use any monies it receives through the Distributors Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the West Virginia Mass Litigation Panel for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Settlement.

worded differently from Exhibit G to the Distributors Settlement or interpreted differently from the Distributors Settlement in any respect, the Distributors Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: Robert Neal Skinner, III  
Name: Robert Neal Skinner, III  
Title: Mayor, City of Buckhannon  
Date: Sept. 21, 2022

**Motion Reger/Rylands to authorize the Mayor to execute the Settlement Participation Form and Offer. Motion carried.**

**C. Department Reports:**

**C.1 Public Works Director-Jerry Arnold- No Report**

**C.2 Finance Director-Amberle Jenkins- Mrs. Jenkins presented the following financial report:**

7. The Governmental Entity has the right to enforce the Distributors Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Settlement, including, but not limited to, all provisions of Section V thereof, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Settlement.
10. In connection with the releases provided for in the Distributors Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:  
  
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.  
  
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Distributors Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Distributors Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributors Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation Form is

Balances in the Enterprise Funds August 31, 2022

Waste Collection Board	mm/cking	\$1,235,947	cd/sav \$58,674
Plus a letter of credit for \$64,000			
Water Board	mm/cking	\$705,543	work/capital& savings \$874,337
Sanitary Board	mm/cking	\$847,974	work/capital \$457,191
Storm water Fund	mm/cking	\$241,859	

Currently being audited for the fy 6-30-21

**Motion Thomas/McCauley to accept the financial report. Motion Carried.**

**F.4 Approval Legal Services Agreement-City Attorney Tom O’Neill Status Change from Full-Time employee to Contracted.** Mr. O’Neill has been employed with Altice but will be able to work part time for the City. The change in status will net a savings of \$35,000 by changing the contracted amount to \$60,000 annually and removing the benefits.

Legal Services Agreement Indexed as City Agreement A341:

**LEGAL SERVICES AGREEMENT**

This Legal Services Agreement ("Agreement") is entered into this 1<sup>st</sup> day of October, \_\_\_\_\_ 2022 by and between, The City of Buckhannon, West Virginia, (hereinafter "City") a West Virginia, municipal corporation, organized and existing pursuant to the laws of the State of West Virginia, of 70 East Main Street, Buckhannon, West Virginia 26201, and Thomas J. O’Neill, Attorney at Law, (hereinafter “Attorney”) of 203 Grant Lane, Buckhannon, West Virginia 26201,

**Whereas**, City desires to have Attorney perform certain legal services related to its matters as a municipal corporation; and

**Whereas**, Attorney as a licensed member of the West Virginia State Bar is able and willing to perform such services.

**Now, Therefore**, in consideration of the mutual promises contained herein the parties hereto agree as follows:

**1. Services**

Client hereby engages Attorney to perform the following legal services:

Attorney will act as "City Attorney" for the City of Buckhannon and will perform all duties required of him pursuant to the Charter of the City of Buckhannon including but not limited to, drafting of all ordinances, resolutions, orders and similar documents necessary for the transaction of business for the City Council; review and/or draft all necessary contracts, agreements, deeds, memoranda and similar documents in matters involving other governmental agencies and entities; review contracts, grants, letters, notes, bonds, complaints, and any and all other documents involving legal matters of the City; represent the City, its Mayor, Council members, boards, agencies, commissions, officers, and employees in regard to all litigation filed against the City or on its behalf in any court, administrative agency, or other legal forum wherein legal representation is necessary. Attorney shall not be required to represent City wherein separate insurance coverage is maintained for legal representation; attorney will be responsible for overseeing matters referred to outside firms and will be responsible for communication with said firms and will keep client informed of all information necessary in that regard; attorney shall attend all council meetings, whether said meetings be regularly scheduled, special, budgetary, and/or emergency unless otherwise excused by the City; Attorney shall provide legal opinions to the City (i.e., Mayor, City Directors, Council Members) in a reasonable time upon request; Attorney shall attend meetings of other city boards and agencies when the interests of the City are being discussed and the City requests Attorney's attendance and participation; Attorney shall review and advise City on all claims of liability against the City and endeavor to always protect the City's interest; and Attorney shall keep the City informed of any changes or modifications in laws that are of interest to municipal corporations generally.

## **2. Work to Be Performed**

The Parties mutually recognize that Attorney is a solo practitioner engaging in the practice of law in the State of West Virginia only.

## **3. Fees and Reimbursements/Invoices**

Client agrees to pay Attorney for Services rendered hereunder at the rate of Sixty Thousand Dollars (\$60,000.00) per year. Additionally, upon submission of proper, written invoicing, the City will reimburse Attorney for incidental costs related to copies, postage, court costs, service of process and filing fees advanced, mileage reimbursement when appropriate, and all other reasonable and customary expenses incurred while providing services to the City. The City will reimburse Attorney for travel expenses including gas, lodging, and meals when incurred while performing legal services for the City. Invoices shall be paid within a reasonable time. To avoid any possible misunderstanding, the City Attorney shall not be considered to be an employee of the City of Buckhannon and hence shall not be entitled to apply for or receive any fringe benefits.

## **4. Term**

The Term of this Agreement begins on October 1, 2022 and shall continue, unless otherwise terminated by either Party.

## **5. Termination**

Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

## **6. Independent Contractor**

Attorney shall perform services hereunder as an independent contractor and not as an employee, partner, or agent of the City.

## **7. Protection of Confidential Information**

All work product of Attorney in the performance of this Agreement, including without limitation, analyses, reports, documents, and other information, shall be considered to be confidential information. Any information disclosed to Attorney by City representatives or others on behalf of the City in connection with this Agreement shall also be considered to be confidential information.

## **8. Applicable Law/Entire Agreement**

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties, relating to the subject matter hereof. It shall not be amended, supplemented or superseded except by a written agreement signed by both parties. The Circuit Court of Upshur County, West Virginia shall be the exclusive forum for resolution of any dispute arising between the parties hereto.

## **9. Notices**

All notices, invoices, correspondence, or other communication hereunder shall be in writing and shall be addressed as follows:

If to Attorney:

Thomas J. O'Neill 203 Grant Lane Buckhannon, West Virginia 26201

Tel: (304) \_\_\_\_\_

If to City:

City of Buckhannon ATTENTION: Mayor

City Hall 70 East Main Street Buckhannon, WV 26201

Tel:(304) 472 1651

Fax: (304) 472-0934

## **10. Insurance**

Attorney agrees to maintain malpractice insurance at all times in the minimum amount of One Million Dollars (\$1,000,000.00) for errors and omissions and shall provide a copy of proof of coverage to the City simultaneously with the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Legal Services Agreement on the Date first noted above:



Thomas J. O'Neill, Attorney at Law



Robert N. Skinner III - Mayor  
City of Buckhannon



Lawyers Professional Liability Insurance Policy

HOME OFFICE ADDRESS:  
111 N. Higgins, Suite 600  
Missoula, MT 59802

PHONE:  
(800) 367-2577

MAILING ADDRESS:  
PO Box 9169  
Missoula, MT 59807-9169

POLICY DECLARATIONS

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS30319

Item 1 – Named Insured: Tom O'Neill & Associates, Attorneys at Law  
Address: 203 Grant Lane  
Buckhannon, WV 26201

Item 2 – Retroactive Coverage Date: 08/16/2022

Item 3 – Name of Each Insured Attorney:

O'Neill III, Thomas J.

Item 4 – Policy Period:

Effective Date and Time: 08/16/2022 at 12:01 AM at the address stated in Item 1.  
Expiration Date and Time: 08/16/2023 at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability: \$ 1,000,000 Each Claim\*  
\$ 2,000,000 Aggregate

Item 6 – Deductible: \$ 5,000 Each Claim\*

Item 7 – Annual Premium: \$ 1,710

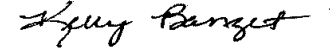
Item 8 – Endorsements attached at inception of the policy form Premier (01-21):

Signature Page WV Amendatory First Dollar Defense Endorsement  
Excluded Entity(s)

\* Important Notice: All Claims that arise out of or in connection with the same Professional Services or Interrelated Wrongful Acts, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.

All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by:

  
Authorized Representative

Date: August 16, 2022

Motion Thomas/Reger to approve the change in status for Attorney O'Neill. Motion carried.

**F.5 Discussion/possible vote to accept and authorization for Mayor to sign Coronavirus Relief Fund Agreement with Upshur County Commission for ARPA fund allocation toward the construction of a Fire Training Facility.**

Mrs. Jenkins commented this funding is for reimbursement of expenses for a fire training facility and will require proper documentation and paperwork needed for the ARPA funding.

**Motion Thomas/McCauley to authorize Mayor Skinner to sign the agreement with Upshur County Commission for the ARPA funds that will be used toward a fire training facility. Motion carried.** Indexed as City Agreement A344.

UPSHUR COUNTY COMMISSION  
Upshur County Administrative Annex  
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201  
Equal Opportunity Employer (EOE)

Telephone: (304) 472-0535  
Telecopier: (304) 473-2802

TDD Numbers  
Business: 472-9550  
Emergency: 911

August 25, 2022

City of Buckhannon  
Randy Sanders  
70 E. Main St.  
Buckhannon, WV 26201

RE: Upshur County American Rescue Plan Act Fund Allocation

To whom it may concern:

I am contacting you on behalf of the Upshur County Commission regarding your request for American Rescue Plan Act (ARPA) Funds. As previously mentioned, the Commission approved funding in the amount of \$60,000.00 to the City of Buckhannon to use towards construction of a live fire training facility for all Upshur County Fire Departments. After reviewing the Department of Treasury's Final Rule of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and discussing with legal counsel, the Commission has determined that allocations will not be made in the form of direct payments. In the alternative, once the below referenced items have been returned to our office at the address listed above, payments for the funded project will be made.

1. Review and sign the enclosed Coronavirus Relief Fund Agreement.

**Option 1.** Direct payment to Subrecipient for invoices already paid to contractor.

- a. Submit an executed w-9.
- b. Itemized invoice showing date services incurred.
- c. Receipts showing date paid and a copy of the cleared check used to pay the invoice.
- d. Advertisement and associated bidding documents, if required due to threshold of project.
- e. Short summary stating what the project accomplished and how your organization has benefitted.

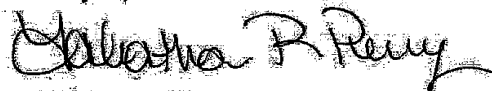
**Option 2:** For direct payment to contractor, remit:

- a. Invoice containing name of contractor, mailing address for payment, date services were rendered, itemized description of services provided or materials purchased.
- b. Executed w-9 for the contractor.

- c. Advertisement and associated bidding documents, if required due to threshold of project.

Please note, bills are paid every other week on Friday and must be received by our office no later than close of business on the Monday prior. For example, to process an invoice for payment on Friday, September 9<sup>th</sup>, our office needs the invoice/receipt and supporting documentation no later than the close of business on September 5<sup>th</sup>. Thank you for your patience as we analyzed bidding and reporting guidelines. If you have any questions, do not hesitate to contact me via telephone at (304)472-0535 x.2 or email at [trperry@upshurcounty.org](mailto:trperry@upshurcounty.org).

Thank you,



Tabatha R. Perry  
County Administrator

Cc: Upshur County Commission  
Debra Hull, County Bookkeeper



UPSHUR COUNTY WEST VIRGINIA CORONAVIRUS RELIEF FUND AGREEMENT

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (hereinafter "CARES Act") was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (hereinafter "CRF") and the State of West Virginia received an allocation of funds from the Coronavirus Relief Fund (hereinafter "CSLFRF"), a part of the American Rescue Plan Act of 2021 (hereinafter "ARPA"), under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, on or about May 21, 2021, the County Commission of Upshur County West Virginia (hereinafter "County Commission") accepted funding from the State of West Virginia as a pass-through entity from the federal government from the CSLFRF, to address the economic and health consequences of the COVID-19 public health emergency.

WHEREAS, ARPA established CSLFRF under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the COVID-19 public health emergency.

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds to respond to the COVID-19 public health emergency and its economic impacts through four categories:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.
4. To make necessary investments in water, sewer, and broadband infrastructure.

WHEREAS, the total funds to be made available to Subrecipient, City of Buckhannon, under this Agreement is: \$60,000.00

WHEREAS, the County Commission is required to manage and monitor Subrecipient to ensure compliance with requirements of the CSLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities and will ensure the Subrecipient remains in compliance with all terms and conditions.

NOW, THEREFORE, in consideration of the foregoing promises, the parties hereto agree that the use of ARPA funds be conveyed to the Subrecipient by the County Commission, are subject to the following award information, conditions, and limitations:

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County Commission shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.
2. The Subrecipient shall hold harmless and indemnify the County Commission from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient performance or nonperformance of the services or subject matter called for in this Agreement.
3. The County Commission and the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release County Commission and Subrecipient from its obligations under this Agreement.

The County Commission may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County Commission and the Subrecipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the County Commission, become the property of the County Commission.

County Commission may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any

of the rules, regulations, or provisions referred to herein; and the County Commission may declare the Subrecipient ineligible for any further participation in County Commission's award agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, County Commission may withhold funding.

5. All funds must be used for costs incurred during the period that begins on or after March 3, 2021; costs must be obligated by December 31, 2024, and expended by December 31, 2026. Any funds not used for the original project request must be returned to the Upshur County Commission as part of the closeout process.

Subrecipient must complete financial, performance, and compliance reporting as required and requested by the County Commission. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Subrecipient should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, Subrecipient needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.

6. Recipient is responsible for ensuring funds are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with the appropriated funds. Any funds which are determined to have been used in violation of the applicable rules and guidelines are subject to remediation and recoupment by Subrecipient.
7. Recipient must comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2CFR 200.317 through 2 CFR 200.327.
8. Recipients are responsible for ensuring that any procurement using funds allocated by the County Commission shall be consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in certain circumstances. Documented procurement procedures, consistent with the standards outlined in 2CFR 200.317 through 2 CFR 200.320, must be provided to the Office of the County Commission on an annual basis, beginning March 31, 2023 and continuing on an annual basis thereafter.
9. The Davis-Bacon Act requirements for prevailing wage does not apply to projects funded solely by the Upshur County Commission; however, the recipient may be subject to these requirements when allocated funds are used on a construction project in conjunction with

funds from another federal program that requires enforcement and compliance of the Davis-Bacon Act.

10. Copies of all contracts, invoices and receipts for the above referenced project must be provided to the Upshur County Commission Office at 91 West Main Street, Suite 101, Buckhannon, WV 26201 via hard copy or e-mailed to [treasury@upshurcounty.org](mailto:treasury@upshurcounty.org) within 30 days of execution, receipt or payment.

11. Recipients will be required to submit reports regarding their use of CSLFRF funds. All reports shall be remitted to the Office of the Upshur County Commission regarding the status of the above referenced project(s) on or before the 30<sup>th</sup> day of January, April, July, and October on an annual basis, or as otherwise requested by the County Commission or other governing authority.

12. Financial records and supporting documents related to the use of the funds provided by the Upshur County Commission must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those records and documents which demonstrate the funds were used for eligible purposes.

13. A signature on this Agreement indicates that the Subrecipient is capable of and agrees to meet the following requirements, and that all information contained in this agreement is true and correct:

- a) Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
- b) Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability;
- c) These award funds will not be used to supplant existing financial support for current programs.
- d) No portion of these award funds will be subcontracted without prior written approval unless expressly identified in the award agreement.
- e) Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition.

- f) Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- g) Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
- h) The Subrecipient must comply with the provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded and shall not use these funds for any activity related to the following:
  - i. Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity;
  - ii. Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure;
  - iii. Any attempt to influence: The introduction or formulation of federal, state, or local legislation; or The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the West Virginia Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation;
  - iv. Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of West Virginia or a local governmental entity through communication with any officer or employee of the United States Government, the State of West Virginia or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity;
  - v. Any attempt to influence the introduction or formulation of federal, state or local legislation; the enactment or modification of any pending federal, state, or local legislation; or the introduction, formulation, modification or enactment of a federal, state, or local rules, regulation, executive order, or any other program, policy, or position of the United States Government, the State of West Virginia

applicant for the award from providing information that is directly related to the award.

14. Subrecipient proposed use of the funds, provided as payment under sections 601, 602 and 603 of the Social Security Act will be used only to cover those costs that:
  - a. Respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
  - c. Are for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
  - d. Are necessary investments in water, sewer, or broadband infrastructure.
15. Subrecipient understands that any funds provided pursuant to this Agreement cannot be used for depositing funds into any pension fund and cannot be used for expenditures for which Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
16. Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
17. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign;

- vi. Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited herein; Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of West Virginia or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy, or position, when such activities are carried on in support of or in knowing preparation of an effort to engage in an activity prohibited herein.
- vii. An organization receiving award funds through the County Commission may, to the extent and in the manner authorized in its award, use award funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

- Not specifically directed at:

- ♦ Any member or employee of congress, the West Virginia Legislature or a local governmental entity responsible for enacting local legislation;
- ♦ Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
- ♦ Any officer or employee of the United States Government, the State of West Virginia, or a local governmental entity who is involved in introducing, formulating, modifying, or enacting a Federal, State or local rule, regulation, executive order, or any other program, policy, or position of the United States Government, the State of West Virginia or a local governmental entity. This provision does not prohibit a recipient or an

18. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19. In the event of any violation of the terms and conditions of this Agreement, the County Commission may agree to continue doing business with Subrecipient, or it may decide to terminate the Agreement, at its sole option, and/or may exercise any of its other remedies set forth herein, or as otherwise provided by law. However, County Commission may continue doing business with the Subrecipient as a participant after the happening of any violation of the terms and conditions of this Agreement without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.

For purposes of this Agreement, a "Default" shall include, but not be limited to, the following:

- a. If any report, information or representation provided by Subrecipient in this Agreement is inaccurate, false or misleading in any respect;
- b. If any warranty or representation made by Subrecipient in this Agreement or any other outstanding agreement with County Commission is deemed by County Commission to be inaccurate, false or misleading in any respect;
- c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Agreement, or is unable or unwilling to meet its obligations as defined in this Agreement;
- d. If, in the sole discretion of County Commission, Subrecipient has failed to perform or complete any of the services for which this Agreement is being entered into;
- e. If Subrecipient has not complied with all applicable local, state, and federal laws;
- f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
- g. If Subrecipient commits fraud in the performance of its obligations under this Contract;

1. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under West Virginia's Public Records Laws.

20. Upon the occurrence of any Event of Default, County Commission may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If County Commission provides a Cure Period, County Commission will notify the Subrecipient of the length of the Cure Period in the Notice of Default. If County Commission provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, County Commission may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude County Commission from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following: a. County Commission may terminate the Agreement thirty (30) days after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later. b. County Commission may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Agreement. c. County Commission may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse County Commission for the amount of costs incurred; or d. County Commission may exercise any other rights or remedies that may be otherwise available under law.

21. County Commission may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered to the Subrecipient, from the date sent from County Commission. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered to County Commission. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to County Commission any funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of said funds.

22. Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering funds under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by County Commission.

23. Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity of the State of West Virginia or any political subdivision thereof, or any officer or employee thereof, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

24. Subrecipient agrees to carry liability and other appropriate forms of insurance. County Commission shall have no liability except as specifically provided in this Agreement.

25. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

26. This Agreement, and all exhibits annexed hereto or which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.

27. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit Personally Identifiable Information ("PII") under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to County Commission, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold County Commission harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide County Commission with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities

and Exposures (CVE) database, etc.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules. Subrecipient agrees that any and all transmission or exchange of system application data with County Commission and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FIPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify County Commission's Administrator within 48 hours. In the event of a breach of PII or other sensitive data, Subrecipient immediately notify County Commission in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

28. This Agreement shall be construed under the laws of the State of West Virginia, and venue for any actions arising out of this Agreement shall lie in Upshur County. No waiver by County Commission of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of County Commission hereunder or affect the subsequent exercise of the same right or remedy by County Commission for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing. Any power of approval or disapproval granted to County Commission under the terms of this Agreement shall survive the terms and life of this Agreement as a whole. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 25th day of August, 2022.

(i) Subrecipient Name: City of Buckhannon

(ii) Subrecipient unique entity identifier (i.e. UEI or DUNS): \_\_\_\_\_

(iii) Federal Award Identification Number (FAIN): 21.019

(vi) Amount of Federal Funds Obligated to the Subrecipient by this Agreement: \$60,000.00

(vii) Total Amount of Federal Funds Obligated to the Subrecipient: \$60,000.00

(viii) Subrecipient Project Description: Construction of a live fire training facility for all Upshur County Fire Departments to utilize

(ix) Projected Project Start Date: \_\_\_\_\_

(x) Projected Project End Date: \_\_\_\_\_

Signed by:

Ronnie Shinn  
Signature of Authorized Official

on behalf of City of Buckhannon, Subrecipient

Mayer

Title of Authorized Official

on behalf of City of Buckhannon, Subrecipient

Approved by:

Kristie G. Tenney  
Kristie G. Tenney, Commission President  
Noted but then removed:

**F6: Approval Financial Statement ending 6/30/22:** Mrs. Jenkins presented the following financial report that will be published in the local newspaper, per state code.

**CITY OF BUCKHANNON  
GENERAL FUND  
BALANCE SHEET  
JUNE 30, 2022**

**ASSETS**

Cash	\$ 1,071,143
Cash - restricted	438,599
Investments, at cost	86,524
Grants receivable	152,078
Taxes receivable	380,039
Accounts receivable	56,751
Other receivables	25,993
Prepaid expenses	<u>18,029</u>
Total Assets	\$ <u>2,229,156</u>

**LIABILITIES AND FUND BALANCE**

Accounts payable	\$ 11,323
Due to other entities	<u>10,193</u>
Total Liabilities	<u>21,516</u>
Nonspendable	-
Restricted	-
Unassigned	<u>2,207,640</u>
Total Fund Balance	<u>2,207,640</u>
Total Liabilities and Fund Balance	\$ <u>2,229,156</u>

**CITY OF BUCKHANNON  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED JUNE 30, 2022**

**REVENUES**

Ad valorem taxes	\$ 911,736
Animal control tax	911
Building permits	68,295
Hotel motel tax	135,241
B & O tax	1,818,983
2% utility tax	233,335
Liquor tax	84,296
Licenses	23,628
Gas and oil severance tax	9,568
Interest	832
Rents	43,000
Police fines, court costs and charges	16,193
Police protection fees	73,758
Fire protection fees	150,264
Franchise fees	47,405
IRP truck fees	57,701
Miscellaneous	62,496
Rebates-refunds Pcard	7,241
Federal grants	618,856
Video lottery	23,751
Gaming tax	11,604
SYC fees, charges, miscellaneous	354,077
Seized property	688
SYC grants, donations (operating)	94,544
Theatre donations (utility bill)	10,120
Other grants (state)	14,110
Intergovernmental (sales tax)	1,851,237
Asset disposals	<u>45,500</u>
Total Revenues	\$ <u>6,769,370</u>

**EXPENDITURES**

General	\$ 961,099
Public Safety	2,055,879
Streets	2,023,093
Health & Sanitation	155,000
Culture & Recreation	613,882
Community & Youth Services (SYC)	540,009

CVB	40,212
Capital Projects	<u>565,222</u>
Total Expenditures	<u>6,954,396</u>
Change in fund balance - current year	(185,026)
Fund balance - End of prior year	2,402,073
Prior year adjustment	<u>(9,407)</u>
Fund balance - End of current year	\$ <u>2,207,640</u>

NAME	AMOUNT		
		CAMDEN CREEK CREATIONS	340.00
		CANVA	119.99
AGGREGATE (\$50.00 AND LESS)	893.48	CAPITAL ELECTRIC	46,515.00
10-42 TACTICAL LLC	97.50	CARE XPRESS	226.00
4IMPRINT, INC	3,163.06	CARTER: LARRY	1,926.00
A F WENDLING INC	2,633.87	CASEYEARL'S	3,389.00
A&A SAFETY	9,940.57	CASTO AND HARRIS	213.76
AIRGAS USA, LLC	292.00	CATHERINE CUPPARI	150,000.00
ALLEN WRENCH LLC	1,650.00	CENTRAL SUPPLY CO	52,014.45
ALMOST HEAVEN BBQ BASH	4,000.00	CFT FIRE SCHOOL	700.00
AMAZON.COM	18,751.75	CHEWY.COM	571.90
AMERIGLIDE INC	31,106.00	CHIEF LOGAN LODGE	168.00
APPALACHIAN EQUIPMENT SOLUTIONS INC	128,899.00	CIRA AND ASSOCIATES CONSU	1,025.00
APPALACHIAN ROOFING & SHEET	789.34	CITIZENS BANK OF WV	73,956.47
APPALACHIAN SIGNALS & PRODUCTS	2,287.71	CITY OF BUCKHANNON FLOOD CONTROL	70,000.00
APRIL E SMALL	1,156.00	CITY OF BUCKHANNON GENERATOR	910.89
ARGOS USA LLC	18,557.28	CIVIL & ENVIROMENTAL CONS	2,003.00
ASCAP	369.00	CLAYMAN & ASSOCIATES, PLL	2,200.00
ASCENT CONSULTING & ENGINEER	2,005.00	COLE TRUCK PARTS INC	515.25
ASSOCIATION OF STATE FLOO	165.00	COLLECTION ACCOUNT	13,918.89
AT&T MOBILITY	1,846.08	COLLIN PETONICK	75.00
ATCO INTERNATIONAL	943.25	COMBINED SYSTEMS INC	895.00
ATLANTIC TACTICAL, INC.	890.45	COMFORTECH LLC	4,751.60
AUTO ZONE	1,626.63	COMMERCIAL BUILDERS INC.	267,104.49
AXON ENTERPRISE, INC.	5,607.62	COMMISSION ON ACCREDITATION	8,966.64
B&H FOTO & ELECTRONICS CO	684.49	COMMUNITY BANK	2,315.04
BADZIK PRINTING SERVICE	886.26	COMMUNITY CARE OF WV	776.00
BANDMAN COMPANY	4,863.90	CONSOLIDATED PUBLIC WORKS	174,809.89
BENCHMARK PROFESSIONAL SERVICE	1,957.00	CORE & MAIN LP	1,000.00
BENJAMIN LEE ARISMAN	13,200.00	CORRIDOR H TIRE INC	2,223.29
BEST ONE COMM	935.00	COUNTRY ROADS TRANSIT	10,000.00
BISER'S RADIO SERVICE	5,602.05	COUNTY FIRE TACTICS	499.00
BLUE DIAMOND ATTACHMENTS	1,335.46	CREATE BUCKHANNON	5,000.00
BLUE LINE K9 TRAINING LLC	295.00	CRITES ELECTRICAL INC	75.30
BLUE360 MEDIA LLC	170.17	CRITES ELECTRICAL SUPPLY	1,152.84
BOYD COMPANY	15,144.00	CSX TRANSPORTATION INC	49,850.00
BREATHING AIR SYSTEMS COR	1,528.67	DANIEL HEPLER	650.00
BRITTON CONLEY	3,243.05	DATAMAX CORPORATION	2,765.00
BROUGHTON'S SPORTS&TROPHY	1,728.00	DAVID DAVIS HEATING AC EL	34,495.00
BRUFFEY TRUCKING INC	24,649.76	DAVID L HOWELL CPA	1,696.75
BUCKHANNON CHAMBER OF COMMERCE	4,496.00	DAYTON ASSOCIATES OF W.R.	483.74
BUCKHANNON POSTMASTER	3,825.20	DEBORAH ORSBURN	287.76
BUCKHANNON UPSHUR HIGH SCHOOL	1,234.38	DELUX BUSINESS FORMS	534.87
BUCKHANNON UTIL BOARDS	10,388.95	DETECTACHEM	194.88
BUCKHANNON VOLUNTEER FIRE	727.96	DHHR	80.00
BUCKHANNON-UPSHUR AIRPORT	15,000.00	DIGITALCOURTHOUSE.COM	74.75
C & M PRECISION	491.84	DISBURSEMENTS ACCOUNT-FOR HSA	62,500.00

DIVISION OF WATER & WASTE	150.00	HAIX	459.90
DLT SOLUTIONS LLC	780.23	HAMPTON INN	1,102.60
DODDRIDGE CO GIRLS BASKETBALL	180.00	HARBOR FREIGHT TOOLS	2,055.76
DODSON BROS EXTERMINATING	3,777.00	HARPER LUMBER & BUILDING	34,944.36
DOUGLAS E CUTLIP	13,280.00	HAWKINS: BRADLEY	3,000.00
DREAMLAND CARPETS	25,100.00	H-D MEDIA COMPANY LLC	86.96
DUNCAN PARNELL INC	1,643.62	HERITAGE FIRE EQUIPMENT L	6,679.10
EAST FAIRMONT HIGH SCHOOL	375.00	HIGHLAND LANDSCAPING LLC	5,520.97
EBAY	302.18	HINKLE TRUCKING, INC.	3,253.25
EC FLEET REPAIR, LLC	1,680.00	HOBBY LOBBY	798.65
ELI'S LAWN CARE	4,655.00	HOMETOWN OUTFITTERS	520.00
ELKINS TRUCK SERVICE	358.20	IDENTOGO	354.75
EMBASSY SUITES	181.26	IN & OUT TIRE	56.00
EMPLOYTEST	124.25	INDEED.COM	2,869.57
ENCOVA INSURANCE	35,558.24	INDUSTRIAL/ORGANIZATIONAL	783.00
ENTERPRISE FM TRUST	109,480.52	INFOUSA MARKETING, INC.	112.50
ENVIRONMENTAL SYSTEMS RES	550.00	INSIGHT TRAINING LLC	850.00
ESO SOLUTIONS, INC.	3,629.40	INTACT U.S. HOLDINGS INC	4,508.00
EVENTBRIGHT	180.00	INTEGRIS EQUIPMENT, LLC	325.99
FAST BREAK CLUB/ SAI	300.00	INTERNAL REVENUE SERVICE	147,777.87
FASTENAL INDUSTRIAL	57.25	INTERNATIONAL FIRE CHIEFS	275.00
FERGUSON WATERWORKS	20,905.07	INTERNATIONAL MUN LAWYERS	480.00
FINAL GRADE EXCAVATION &	18,307.87	INTERSTATE RESCUE	9,481.78
FIRE RESCUE & TACTICAL IN	4,992.84	IRVIN & TOEDT LLC	800.00
FIRE-DEX GW, LLC DBA GEA	168.37	IWORQ	11,961.00
FIRST COMMUNITY BANK	32,619.14	J F ALLEN CO	150,980.55
FIRST COMMUNITY BANK CORP	117,267.60	J T MARTIN COMPANY INC	422.54
FISHER AUTO PARTS INC	642.90	J.P. MORGAN EQUIPMENT FI	44,138.40
FLOYD SIGN CO	184.00	JAY HOLLEN	77.57
FORMAX INC	328.00	JENKINS FORD INC	671.82
FOX BLOCKS/TRUEGRID	4,500.00	JERRY HEARD ASSC.	1,141.35
FP FINANCE PROGRAM	426.97	JEWEL FISHER	623.87
FP MAILING SOLUTIONS	388.14	JH CONSULTING, LLC	5,000.00
FRANKLIN BAXA	79.95	JOEY BAXA	168.48
FRONTIER	8,907.62	JOEY'S BIKE SHOP, LLC	792.88
FUBAR ENTERPRISES	74.51	JOHN BOGGESS dba VIG ASSO	2,811.33
GABRIEL FIRST	132.67	K&K INSURANCE GROUP INC	405.00
GALAXY DIGITAL LLC	393.75	KATHY S PETRACCA	100.00
GALLS LLC	2,935.73	KING ARCHITECTURAL METALS	2,330.62
GATES SUPPLY	154.69	KOMAX LLC	103.63
GDP AMERICAN TACTICAL	625.00	KUSTOM TRUCK	2,750.00
GEORGE A. SINCLAIR	1,750.00	LARRY OLIVER	72.45
GEORGE L. WILSON INC.	24,844.00	LARRY T GREGORY	9,000.00
GO DADDY.COM	189.98	LEAF	2,280.64
GOLDEN EQUIPMENT CO INC	2,084.42	LEWELLYN: KRISTA	1,750.00
GREYHOUND EQUIPMENT	13,000.00	LIPPS WRECKER SERVICE	480.00
GUARDIAN TRACKING LLC	950.00	LOUDIN INSURANCE AGENCY INC	27,450.43

LOWES BUSINESS ACCOUNTS	23,115.00	POTESTA & ASSOCIATES INC	38,610.00
LYKINS OIL	20,437.36	PRECISION MACHINE & HYDRA	910.38
LYNX WV INC	4,575.00	PRESIDENTS VOLUNTEER SERV	93.66
M AND J OUTDOORS LLC	810.00	PRIMARY ARMS	260.93
MAKAYLA BROCKLEMAN	180.38	PTS SOLUTIONS, INC	7,856.00
MARRIOTT INTERNATIONAL	346.18	PUBLIC WORKS 1 INC.	10,650.00
MARSHALL O'CONNOR	995.62	PUMP PRODUCTS	406.80
MATHENY MOTOR TRUCK CO	1,492.15	QUALITY INN & SUITES	80.85
MATTHEW BENDER & CO., INC	1,511.92	QUICK SLICK OIL CHANGE	59.46
MATTHEW GREGORY	1,061.45	RADIANT PARTS LLC	326.87
MCCARTY'S SEPTIC SERVICE	1,030.34	RALSTON PRESS INC	1,777.68
MICHAEL W. ASH	31,590.41	RAVEN ROCK NETWORKS INC	14,225.78
MICROLOGIC INC	100.00	RDR ENERGY RESOURCES LLC	21,660.00
MICROSOFT STORE	55.43	RECDESK LLC	3,900.00
MISTRAS GROUP INC	800.00	RECORD-DELTA NEWSPAPER	4,683.14
MON POWER	125,920.10	RED BUD SUPPLY CO INC	1,253.40
MOTOROLA SOLUTIONS, INC.	23,533.80	REGION VII PLANNING PDC	8,428.15
MOUNTAIN STATE ELECTRICAL	416,161.60	RENEE PRESTON PHOTOGRAPHY	275.00
MOUNTAIN STATE PEST GUARD	816.00	RICHARD TRENT CPA AC CORP	8,260.00
MOUNTAINEER GAS COMPANY	14,294.65	RITE-WAY HEATING & PLUMBI	3,742.50
MPE RENTALS (dba)	3,871.76	ROBERT J KIMBLE	75.00
MSESC	2,100.00	ROGUE FITNESS	1,006.28
MSVS OF BUCKHANNON, PLLC	207.19	ROZELLE ENTERPRISES DBA TRADEWORX	15,300.00
MUNICIPAL EMERGENCY SERV	943.49	SAMS CLUB	941.45
MUNICIPAL STABILIZATION FUND	100,000.00	SAM'S PIZZA	682.16
MY BUCKHANNON	900.00	SANITARY BOARD STORM WATER	150,000.00
NAPA-AMTOWER AUTO SUPPLY	5,547.86	SASHA MOORE	60.00
NATIONAL PRODUCTS INC	909.89	SCOTT ELECTRIC CORP	11,774.80
NATIONAL TACTICAL OFFICER	765.00	SEALCOAT CONCEPTS LLC	17,841.90
NEWLONS INTERNATIONAL SAL	3,752.02	SHERIFF OF UPSHUR COUNTY	1,415.22
NEWTECH SYSTEMS INC.	840.00	SHERRARD LLC ASPHALT	184,753.57
NFPA NATIONAL FIRE PREVEN	1,495.00	SHERWIN WILLIAMS-BRIDGEPORT	1,697.97
OFFGRID	190.00	SHERWIN WILLIAMS-ELKINS	2,219.87
OFFICESUPPLY.COM	125.76	SIRCHIE FINGER PRINT LAB	536.96
OMNIGO SOFTWARE	2,100.00	SLEEP INN	135.20
ON POINT ATHLETICS LLC	75.00	SONNY MERRYMAN INC	966.04
OZARK MOUNTAIN LEATHER WO	138.00	SOUTHERN STATES COOP INC	3,298.49
PACKTRACK	100.00	SPEEDWAY 9218	170.55
PASS FIRE PROTECTION INC	20,500.00	SPRINT	8,622.93
PAUL J. AYERS II	75.00	ST JOSEPH HOSPITAL OF BUCKHANNON	3,188.36
PAYFLEX	1,358.50	ST. JOSEPH HOSPITAL FOUNDATION	101.74
PAYROLL ACCOUNT	2,403.11	STAPLES ADVANTAGE	4,871.84
PENN-FOSTER CAREER SCHOOL	749.00	STATE ELECTRIC SUPPLY CO	1,211.26
PEOPLES NATURAL GAS	10,642.00	STATE EQUIPMENT INC.	23,848.02
PITNEY BOWES	1,418.06	STATE TREASURER CVR LET RJ	3,750.86
PITNEY BOWES INC	6,563.45	STEPTOE & JOHNSON PLLC	1,498.18
PITTSBURGH WINSUPPLY CORP	10,304.03	STERICYCLE INC	315.36

STEVEN C RODEHEAVER	414.00	USI INSURANCE SERVICES LL	7,398.10
STEVE'S WELDING & FABRICA	707.10	VALLEY STEEL SERVICE	12,013.16
STOP STICK LTD	1,395.00	VANNOSTRAND ARCHITECTS	6,000.00
STREET COP TRAINING.COM	225.00	VERSALIFT EAST PARTS & AS	904.28
SUDDENLINK	601.18	VINCENT SMITH	1,235.24
SUNBELT RENTALS	1,071.20	VISTA PRINT	50.82
SUNSET GRAPHICS LLC	1,706.75	WALMART STORES INC -BUCKH	9,250.62
SUPER SPLASH LLC	591.00	WATCH GUARD VIDEO	919.68
SUPERIOR ENVIRONMENTAL SE	25,150.00	WATER BD-CITY OF BUCKHANNON	11,968.19
SURVEY MONKEY	96.00	WATERWAYS OF SOUTHWEST PA	654.00
SUTPHEN CORPORATION	2,455.54	WEST VIRGINIA PUBLIC SAFETY	485.00
SYLVESTER W. LOWTHER	186.13	WESTFIELD (FLOOD) INSUAN	7,718.00
SYMBOL ARTS	2,417.25	WESTFIELD INSURANCE	15,824.09
TANNER SMITH	57.50	WESTON FORD-MERCURY INC	434.00
TATE COMMUNICATIONS	7,622.35	WILLIAM COURTNEY	108.74
TAYLOR TINS	168.00	WILSON GLASS WORKS	701.00
TFS RECOVERY INC	24,999.00	WITMER PUBLIC SAFETY GROUP	17,469.53
THE EUCLID CHEMICAL COMPA	1,065.04	WORLD FUEL SERVICES, INC.	48,252.03
THE SIGN GUY LLC	2,607.64	WORLD VISION STOREHOUSE	100.00
THE WEST VIRGINIA STATE B	250.00	WORTHINGTON DIRECT	1,182.66
THIN BLUE LINE USA	749.99	WV BAR ASSOCIATION	375.00
TIM SMITH	122.26	WV CHIEFS OF POLICE ASSOC	200.00
T-MOBILE	1,387.38	WV CONSOL PUBLIC RETIREMENT MFPRS	36,910.51
TOSHIBA FINANCIAL SERVICE	3,441.70	WV DIV OF MOTOR VEHICLES	360.00
TRACTOR SUPPLY CREDIT PLA	1,483.02	WV LAW ENFORCEMENT DISTRIB	116.99
TRAVELERS INSURANCE	63,649.91	WV MUNICIPAL HOME RULE BD	2,000.00
TRI-COUNTY ELECTRIC CO. I	36,062.50	WV MUNICIPAL LEAGUE	11,834.22
TRI-STATE ROOFING & SHEET	196,179.60	WV MUNICIPAL LEAGUE CONFERENCE	900.00
TUCKER CO GIRLS BASKETBALL	100.00	WV PAGING	276.00
TYLER TECHNOLOGIES INC	17,852.72	WV PROFESSIONAL FIRE CHIE	100.00
U.S. POSTAL SERVICE	1,500.00	WV PUBLIC EMPLOYEES INSURANCE	209,062.58
ULINE INC	917.52	WV PUBLIC EMPLOYEES RETIREMENT	142,944.92
UNIFIRST CORP	11,317.49	WV STATE AUDITOR'S OFFICE	169.75
UNIFORM OUTFITTERS, LLC	3,619.50	WV STRAWBERRY FESTIVAL ASSOC	35,000.00
UNIQUE PAVING MATERIALS CO	520.65	WVNET	80.30
UNITED ROTARY BRUSH CORP	1,464.27	WVU FIRE SERVICE EXTENSION	4,527.39
UNITED SOUND & ELECTRONIC	14,499.46	WVU MEDICINE	\$133.50
UNITED SUMMIT CENTER	1,800.00	WYNDHAM GRAND DOWNTOWN PITTSBURG	\$282.72
UPSHUR BUCKHANNON HEALTH	5,000.00	WYNDHAM ORLANDO RESORT	\$573.75
UPSHUR COUNTY CLERK	9,015.44	ZIP RECRUITER	\$288.00
UPSHUR COUNTY COMMISSION	310.00		
UPSHUR COUNTY CVB	117,889.58	PAYROLL	
UPSHUR COUNTY DEVELOPMENT	40,000.00	MAYOR'S ELECTED OFFICE	\$3,000.00
UPSHUR COUNTY SHERIFF'S DEPT	10,396.92	MAYOR'S ADMINISTRATIVE SALARY	\$24,780.13
UPSHUR ULTRA POWER	679.12	COUNCIL ELECTED	\$12,000.00
US CELLULAR	8,481.63	CAT CONTROL SALARY	\$700.00
USDA, RURAL DEVLEOPMENT	40,212.00	RECORDER'S ELECTED SALARY	\$6,000.00



TREASURER'S SALARY	\$8,142.97
POLICE JUDGE SALARY	\$7,500.00
CITY ATTORNEY	\$17,620.38
CITY ENGINEER SALARY	\$20,156.13
ZONING SALARY	\$37,187.10
CITY HALL JANITOR	\$33,451.74
POLICE DEPT SALARIES	\$674,937.81
FIRE DEPT SALARIES	\$459,896.36
STREET DEPT SALARIES	\$438,306.90
CAC SALARIES	\$1,480.50
STOCKERT YOUTH SALARIES	\$188,887.48

**CITY OF BUCKHANNON**  
**COAL SEVERANCE TAX FUND**  
**BALANCE SHEET**  
**JUNE 30, 2022**

**ASSETS**

Cash	\$ 58,423
Accounts receivable	<u>6,844</u>
Total Assets	\$ <u>65,267</u>

**LIABILITIES AND FUND BALANCE**

Accounts payable	\$ <u>-</u>
Total Liabilities	-
Assigned	<u>65,267</u>
Total Fund Balance	\$ <u>65,267</u>

**CITY OF BUCKHANNON**  
**COAL SEVERANCE TAX FUND**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**FOR THE YEAR ENDED JUNE 30, 2022**

**REVENUES**

Coal severance tax	\$ <u>20,264</u>
Total revenues	<u>20,264</u>

**EXPENDITURES**

Street department	<u>7,412</u>
Total expenditures	<u>7,412</u>
Excess (deficit) of revenues over expenditures	12,852
Fund balance - Beginning of Year	<u>52,415</u>
Fund balance - End of Year	\$ <u>65,267</u>

CITY OF BUCKHANNON  
COAL SEVERANCE TAX FUND  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2022

Cash flows from operating activities:	
Excess (deficit) of revenues over expenditures	\$ 12,852
Adjustments to reconcile net income to net cash provided by operating activities:	
Decrease (increase) in accounts receivable	(3,635)
Increase (decrease) in accounts payable	-
Total adjustments	(3,635)
Net cash provided by operations	9,217
Cash at beginning of year	49,206
Cash at end of year	\$ 58,423
Cash balances:	
Cash account	\$ 58,423

Coal Tax  
Vendor List  
7/1/21 to 6/30/22

RITE WAY HEATING AND PLUMBING	\$ 96.08
J F ALLEN CO	\$ 1,729.46
ARGOS	\$ 3,460.00
HINKLE TRUCKING	\$ 1,516.20
FISH HAWK ACRES LLC	\$ 610.00

Certification  
State of West Virginia  
County of Upshur, To-Wit:

We, the undersigned for the City of Buckhannon, West Virginia, hereby certify that the preceding financial statements of the funds of the City of Buckhannon, as of and for the year ended June 30, 2021, are true and accurate to the best of our knowledge and belief.

Robert Skinner III  
Mayor

Randall Sanders  
Recorder

Council Member

Council Member

Council Member

Council Member

Council Member

Motion Thomas/McCauley to approve the financial statement. Motion carried.

**F.7: Recommendation from Colonial Arts Center Board to accept and authorize Mayor Skinner to sign the consulting agreement. Indexed City Agreement A343.**



September 1, 2022  
City of Buckhannon  
% the Colonial Arts Center Board

This document constitutes a proposal tendered by kb saine (kb) to lead the City of Buckhannon (City) for consultation on the planning for general and program-centered operations to be executed by Colonial Arts Center's (CAC) Board of Directors and General Manager.

**Objectives**

The objectives for the project are:

- To create a working Organizational Chart with job indentifying job descriptions to define the roles of the CAC Board, General Manager, and City Council.
- To work with management and programming staff, with the input of the CAC Board, to clarify the vision and use of the arts center for the Board's guidance and Community messaging (determining programmatic goals, scheduling & use, etc).
- To provide for training in the areas of Arts Administration, Scheduling & Booking, and House Management for the General Manager.
- To assist the Manager in creation of an Operations Manual.
- To assist the City and the CAC Board with identifying potential contributed income sources.
- To create a plan for simple goals/milestones for the first 30, 60, 90, & 120 days, with associated metrics for reporting to City Council and the Community.

This particular agreement does not include the creation of a realistic and implementable programming plan to begin in Summer 2023, but provides this clause should that assistance be desired as part of future contract renewal.

**Methodology**

kb will work with the City, and particularly the CAC Board and General Manager, to determine institutional roles, responsibilities and opportunities, and will work with the CAC Board and General Manager to establish policy and procedures as necessary. This will require:

- attendance at CAC Board meetings, either virtually or in person
- interim meetings, either virtually or in person, with individual CAC Board members
- interim meetings, either virtually or in person, with the CAC's General Manager
- at least one 2-3 hour meeting with key CAC stakeholders (to be determined by the CAC Board) to facilitate understanding of the Organizational Structure

**Timing**

- ◆ Attendance at CAC Board Meetings to begin with the September 7, 2022 Meeting
- ◆ 2-3 hour CAC Board Meeting: November 2022
- ◆ Milestones & Metrics to be formulated for review at the November 2022 CAC Board meeting
- ◆ Organizational Structure and corresponding charts & details determined for approval at the January 2023 CAC Board meeting
- ◆ Programming & Use Plan draft in place for review at the February 2023 meeting
- ◆ Training in the areas of Arts Management, Identification of Contributed Income Sources, and finalization of an Operations Manual will be ongoing throughout the duration of this agreement.

**Terms and Conditions**

kb will assess a single project fee for the above named work, which will require an anticipated commitment of 5-10 hours a week. A flat \$12,000 fee will be paid in monthly installments from September 2022 through February 2023. This project is non-cancelable, and agreed-upon payment terms are due as described. If it should become necessary, the City may postpone or delay any part of the work in progress without penalty.

This proposal is accepted and forms an agreement between the City of Buckhannon (City) and kb saine (kb).

**Agreement**

For kb saine:

A handwritten signature in black ink, appearing to read "V. Saine", written over a horizontal line.

Date: September 1, 2022

For the City of Buckhannon:

A handwritten signature in blue ink, appearing to read "Pat Neal Skinner", written over a horizontal line.

Date: 9/21/2022

**Motion McCauley/Reger to authorize Mayor Skinner to sign the consulting agreement for the Colonial Arts Center with kb saine. Motion carried.**

C.3 Police Department-Lt. Douglas Loudin: Lt Loudin presented and explained the following report:



*Buckhannon Police Department*

24 S Florida St \* Buckhannon, WV 26201  
Phone 304-472-5723 \* Fax 304-473-7911



City Council Report

9/15/22

- 1. The police department is in receipt of the final report from CALEA from the web assessment that took place in August. This report is attached.
- 2. The police department has begun working with Dr. Barry Stocks of the University of Charleston to assist him with an organizational assessment of the police department for a capstone project that he is doing for the University.
- 3. New vehicles for the police department have begun to arrive. The new vehicles will be metallic blue in color and will have the same schematics on the sides and back, albeit with either a white or grey/silver color for the lettering. The vehicles are scheduled to enter the shop for installation of emergency equipment beginning in mid-October.
- 4. The police department will host numerous students / classes next week for tours of the police department and public safety facility.
- 5. The CALEA policy review committee will be meeting on Sept. 27 to consider changes / updates to the BPD policy manual consistent with current changes to the CALEA standards manual.
- 6. The police department continues to work with the Police Civil Service Commission to update the current list of eligibles.
- 7. On October 11, the police department is planning on partnering with WVWC to attend a Career / Internship Fair being held on campus.
- 8. Work continues on the WAMSB plan as the police department continues to seek mutual aid agreements with various surrounding police agencies.
- 9. The police department anticipates possibly assisting the Elkins PD with the upcoming Mountain State Forest Festival pursuant to their request and an existing mutual aid agreement between our agencies.

POLICE ACTIVITIES

MONTH: August

YEAR: 2022

ACTIVITIES:

Parking Tickets Issued:

By Parking Enforcement Officer:	29
By Officers:	0
TOTAL ISSUED:	29
Citations Issued:	12
Misdemeanor Arrests:	27
Felony Arrests:	3
Calls Answered:	450
Complaint Reports:	46
Accidents Investigated:	12
Community Policing Hours:	50
Patrol Mileage:	7,300

A copy of the CALEA Accreditation Web Assesement Final Report is available at the Buckhannon Police Department.

**C.4 City Attorney-Tom O’Neill:** Mr. O’Neill explained there are a few items that need to be updated in the employee handbook. Mrs. Jenkins gave Council an update of items that need addressed in the handbook.

**F.3 Updated Employee Handbook 2022:**

- Employee Handbook updated 2022
- Cleaned up and clarify legal language:
- Equal Employment Opportunity – adding “any other class of people protected under law” pg1
- Afirmative Action
- Harassment
- Adding wording of no retaliation for reporting Harassment, or requesting reasonable accommodation.
- ADA policy which includes details to address reasonable accommodation for a disability.
- The workplace safety section describes a classification of employee that are in safety sensitive positions and how accidents are handled with employees that are in those positions.
- Employee medical information will be treated as confidential
- The Drug “and Alcohol” free workplace policy addresses definitions of what is “under the influence of drugs or alcohol. Adding “alcohol” to the language. Safety Sensitive positions are required to be drug tested if they are involved in accidents. This section also clarifies prescription and over-the-counter medications and CBD products.

Council would like to have time to review the draft and tabled the matter until the next regular meeting.

**D. Correspondence & Information:**

**D.1 COB is Hosting the West Virginia Municipal League October 20<sup>th</sup> & 21<sup>st</sup>  
City Council Meeting Rescheduled to Tuesday, October 18, 2022 at 7:00PM**

**D.2 Trunk-or-Treat October 28, 2022 6:30-8:30pm at the Public Safety Complex**

**D.3 FOIA Request from SmartProcure for PO/Vendor Information**  
**SmartProcure FOIA Request to City of Buckhannon For PO/Vendor Information**

1 message

Amber Petraitis <apetraites@smartprocure.com>  
To: "ambyjenkins@buckhannonwv.org" <ambyjenkins@buckhannonwv.org>

Fri, Sep 9, 2022 at 9:02 AM

Dear Amberle Jenkins or Custodian of Public Records,

SmartProcure is submitting a FOIA request to the City of Buckhannon for any and all purchasing records from 6/14/2022 to current. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.

The specific information requested from your record keeping system is:

1. Purchase order number. If purchase orders are not used a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number

2. Purchase date

3. Line item details (Detailed description of the purchase)

4. Line item quantity

5. Line item price

6. Vendor ID number, name, address, contact person and their email address

If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.

As an added security and privacy measure, there will be a unique upload link for any new requests moving forward, including this one. We appreciate your assistance towards this request. You may also attach the information to this email.

<https://upload.smartprocure.com/?id=c2RqPWEEyYjZRMdAwMDAxeGZINVFBSQSZzdD1XViZvcmc9Q2l0eU9mQnVja2hhbm5vbG%3D%3D>

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

If you have any questions, please feel free to respond to this email or I can be reached at the phone number below in my signature.

Regards,

Amber Petraitis  
Data Acquisition Specialist  
SmartProcure  
Direct: (954) 314-2797  
Email: [apetraites@smartprocure.com](mailto:apetraites@smartprocure.com)

**D.4 2022 State Auditor’s Training Seminar**

**D.5 Notice to Proceed Design Phase of the Poundstone Riverwalk Trail Transportation Alternative Project-Indexed City Agreement A340.**

Mr. Jay Hollen, P.E.  
City Engineer  
City of Buckhannon  
70 East Main Street  
Buckhannon, West Virginia 26201


Dear Mr. Hollen:

This letter serves as your official Notice to Proceed for the design phase of the Poundstone Riverwalk Trail Transportation Alternatives project (State Project: U349-PND/ST-1. 00) in Upshur County. In the conduct of your project, please refer to the project agreement and follow applicable federal regulations and state code.

Please remember that each invoice submitted for reimbursement must be accompanied by a progress report reflecting the work that justifies the funds requested and the attached cover invoice. No invoice can be processed without an acceptable progress report.

Should you have any questions, please contact Ms. Kylena Nunnally, Project Manager with our Grant Administration Unit within Planning Division, at (304) 414-6959 or by email at [Kylena.C.Nunnally@wv.gov](mailto:Kylena.C.Nunnally@wv.gov).

Sincerely,



Jimmy Wriston, P. E.  
Secretary of Transportation/  
Commissioner of Highways

E. Consent Agenda:

- E.1 Approval of Minutes -Regular Meeting 09/01/2022
- E.2 Approval of Building and Wiring Permits



Permit Fee Report #75638 -#75662

9/1/2022 - 9/14/2022

Permit #	Applicant Name	Applicant Address	Primary Contractor	Description	Project Cost	Fee Amount	Electrical Property Type	Asbestos Inspection	Zoning Approval Date	Historic Property	Flood Zone Area	Flood Zone /Elevation Certificate	FEMA Accessory Use
75654	WWC Mcuskey Hall	59 College Ave	DANHILL CONSTRUCTION CO	McCuskey Hall Interior Renovations	1,908,667.00	1,908.67	A Commercial Property	Yes -If yes attach report		Yes	N/A	No	
75657	Colonial WV	24 N Kanwaha St	LET THERE BE LIGHT, LLC	Electrical Upgrade Main to 400 amp service and 6 Subfeeders	2,800.00	700.00	A Commercial Property			Yes	N/A	No	
75648	Erasmus Rizo	8 Park St	TWISTED WIRE	Inside Remodel, Electrical Inspection for Reconnect , Repair Clogged Stormwater Line in the basement, Roof repair with metal,	7,500.00	100.00	A Commercial Property			No	N/A	No	

				deck & siding repairs									
75642	Buffalo Wild Wings	4 Northridge Drive	CCS CONSTRUCTION COMPANY	Interior Renovations, Electrical Upgrades, Refresh Facade Exterior	230,000.00	230.00	A Commercial Property			No	N/A	No	
					2,148,967.00	2,938.67							

Group Total: 4

Group: Commercial-Industrial (nonresidential)

75658	Moon Flower	46 E Main St	THE SIGN GUY	240"x24" Sign Flat Against Bldg	1,500.00	15.00			9/7/2022	Yes	N/A	No	
75656	Upshur Lewis Day Reporting Center	85 W Main St	SUPERIOR ENVIRONMENTAL/CONTRACTOR	Concrete the existing gravel parking lot	14,850.00	126.23				Yes	Zone AE	Yes-Elevation Cert. Not Required	
75643	Peter J Casella	32 North Locust St		Remove/Dispose interior walls that is drywall constructed	1,500.00	15.00		No		No	Zone AE	Yes-Elevation Cert. Not Required	No
75644	Strategy LLC	3 Traders Alley	CASEY EARL'S LLC	Window Signage	250.00	15.00			9/2/2022	No	Zone AE	Yes-Elevation Cert. Not Required	
75641	Domino's Pizza	47 S Kanawha Street	HALL CONSTRUCTION	Replace Concrete - Drive Thru Area	30,000.00	225.00				Yes	Zone AE	Yes-Elevation Cert. Not Required	
75642	Buffalo Wild Wings	4 Northridge Drive	CCS CONSTRUCTION COMPANY	Interior Renovations, Electrical Upgrades, Refresh Facade Exterior	230,000.00	1,265.00	A Commercial Property			No	N/A	No	
75645	Novelis Manufacturing	2 Moore Ave	J F Allen Company	Parking Lot Improvements, Resurfacing , Replacement with Impervious Materials, Install Gates, Striping	579,000.00	2,605.50				No	Zone A	Yes-Elevation Cert. Not Required	
75638	Alan Talbott	70 Oklahoma Ave		Level Floor & Install Laminate Flooring	1,999.00	15.00		No		No	N/A		
					859,099.00	4,281.73							

Group Total: 8

Group: Demolition

75654	WWWC Mcuskey Hall	59 College Ave	DANHILL CONSTRUCTION CO	McCuskey Hall Interior Renovations	1,908,667.00	20.00	A Comm ercial Propert y	Yes -If yes attach report		Yes	N/A	No	
75655	JORDAN LANDING RENTALS	23 THURMAN	MAINLINE LLC	RAZING ADDITION AND OUTBUILDING (POSSIBLE TEAR DOWN HOUSE)	500.00	20.00		Yes -If yes attach report		No	Zone AE		
75639	Citizens Bank	66 W Main St	LAUREL MOUNTAIN CONSTRUCTION	Phase I Demolition Inside, Front Entrance & Facade	30,000.00	20.00		Yes -If yes attach report		Yes	N/A	No	
					1,939,167.00	60.00							

Group Total: 3

Group: No Charge

75662	Upshur County Commission	12 S Locust St	TRISCO SYSTEMS INC	Former Jailhouse Facility- Porch Masonry Rehabilitation & Re-Roof	53,880.00	0.00		Yes -If yes attach report		Yes	N/A	No	
75640	City of Buckhan non	15 Madison Street		Madison Street Project- Site Work	0.00	0.00		No		Yes	Zone AE	Yes- Elevati on Cert. Not Requir ed	
					53,880.00	0.00							

Group Total: 2

Group: Residential (non-commercial)

75660	CONNIE TENNEY	7 RANDOLPH ST		REROOF METAL OVER SHINGLES	3,000.00	33.00		No		No	Zone AE	Yes- Elevati on Cert. Not Requir ed	No
75659	Carolyn Tenney	63 S Florida St	Spotloe Construction	Driveway- Concrete Apron/App roach, Parking Area Gravel	2,500.00	27.50			9/14/ 2022	Yes	N/A	No	
75654	WWWC Mcuskey Hall	59 College Ave	DANHILL CONSTRUCTION CO	McCuskey Hall Interior Renovations	1,908,667.00	6,680.34	A Comm ercial Propert y	Yes -If yes attach report		Yes	N/A	No	
75652	Russell Weaver	2 Marion St		10'x12' Pre-Fab Storage Building on existing concrete pad	5,100.00	56.10			9/9/2022	No	N/A	No	
75653	Rocky Cutright	27 W Lincoln St		Extension on Existing Rear Deck w/ Roof on Piers 14'1x11'6	400.00	10.00			9/9/2022	No	Zone AE	Yes- Elevati on Cert. Not Requir ed	



756 51	Olive Batten	116 Fayette St	Gary Woody Construction	14'x70' Addition, 10'x78' Patio w/Roof, 8'x24' Porch w/ Roof, Convertin g existing garage into living room	196,000. 00	1,176. 00	B2 Single Family Reside ntial (500 sq ft)		9/9/2 022	No	N/A	No	
756 49	Roy Dean	167 Camden Ave		Patio/Perg ola 10'x12'	1,100.00	12.10			9/7/2 022	No	N/A	No	
756 47	Bill Mallory	9 Kepner St	Gragg Construction	Replace Rear Two Story Porch with Roof 6'x12' and Front Porch Railing	5,500.00	60.50			9/7/2 022	No	N/A	No	
756 48	Erasm o Rizo	8 Park St	TWISTED WIRE	Inside Remodel, Electrical Inspection for Reconnect , Repair Clogged Stormwat er Line in the basement, Roof repair with metal, deck & siding repairs	7,500.00	82.50	A Comm ercial Propert y			No	N/A	No	
756 46	Randy Levine	9 Meade St	BURKHOLDER ENTERPRISE	Re-Roof Metal over Shingle, not removing materials	9,280.00	102.08		No		Yes	N/A	No	
					2,139,0 47.00	8,240. 12							

Group Total: 10

Group: Residential Electrical Fee

756 61	MARGAR ET BALLI	25 CENTR AL AVE	WORRY FREE ELECTRIC LLC	INSPECTI ON FOR RECONNE CT	1,500.00	100.00	B2 Single Family Reside ntial (500 sq ft)	No		Yes	N/A	No	No
756 51	Olive Batten	116 Fayette St	Gary Woody Construction	14'x70' Addition, 10'x78' Patio w/Roof, 8'x24' Porch w/ Roof, Convertin g existing garage into living room	196,000. 00	196.00	B2 Single Family Reside ntial (500 sq ft)		9/9/2 022	No	N/A	No	
756 50	Ed Frashuer	156 Pocaho ntas St	DUSTIN WAMSLEY DTA ELECTRICAL LLC	Electrical Upgrade 200 amp service	500.00	100.00	B2 Single Family Reside ntial (500 sq ft)			No	N/A	No	
					198,000 .00	396.0 0							

Group Total: 3

Group: Zoning Application Fee

75659	Carolyn Tenney	63 S Florida St	Spotloe Construction	Driveway-Concrete Apron/Approach, Parking Area Gravel	2,500.00	20.00			9/14/2022	Yes	N/A	No	
75653	Rocky Cutright	27 W Lincoln St		Extension on Existing Rear Deck w/ Roof on Piers 14'1x11'6	400.00	20.00			9/9/2022	No	Zone AE	Yes-Elevation Cert. Not Required	
75652	Russell Weaver	2 Marion St		10'x12' Pre-Fab Storage Building on existing concrete pad	5,100.00	20.00			9/9/2022	No	N/A	No	
75651	Olive Batten	116 Fayette St	Gary Woody Construction	14'x70' Addition, 10'x78' Patio w/Roof, 8'x24' Porch w/ Roof, Converting existing garage into living room	196,000.00	20.00	B2 Single Family Residential (500 sq ft)		9/9/2022	No	N/A	No	
75649	Roy Dean	167 Camden Ave		Patio/Pergola 10'x12'	1,100.00	20.00			9/7/2022	No	N/A	No	
75647	Bill Mallory	9 Kepner St	Gragg Construction	Replace Rear Two Story Porch with Roof 6'x12' and Front Porch Railing	5,500.00	20.00			9/7/2022	No	N/A	No	
75644	Strategy LLC	3 Traders Alley	CASEY EARL'S LLC	Window Signage	250.00	20.00			9/2/2022	No	Zone AE	Yes-Elevation Cert. Not Required	
					210,850.00	140.00							

Group Total: 7

					7,549,010.00	16,056.52							
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Total Records: 37

9/14/2022

E.3 Approval of Payment of the Bills

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
MAYOR'S OFFICE	ENCOVA INSURANCE	409-226-00	MAYOR'S INSURANCE &	WCN6007140 SEPT 2022	47.09
	PAYROLL ACCOUNT (ALL DEPTS)	409-341-00	MAYOR'S SUPPLIES & M	AUGUST 2022 AA FEES	214.06
	COLLECTION ACCOUNT	409-341-00	MAYOR'S SUPPLIES & M	AUG 2022 CREDIT CARD FEES	1,487.56
	INTERNAL REVENUE SERVICE	409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED	45.18
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	10.57
	USI INSURANCE SERVICES LLC	409-105-00	MAYOR'S INSURANCE	GROUP BENEFIT 2ND INSTALLM	130.96
	JEREMY DRENNEN, CPA	409-223-00	PROFESSIONAL SERVICE	COMPILE 6-30-21 FIN STMNT	1,000.00
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	2,307.55
				TOTAL:	5,242.97
COUNCIL	ENCOVA INSURANCE	410-226-00	COUNCIL INSURANCE (P	WCN6007140 SEPT 2022	15.42
	WESTFIELD INSURANCE	410-226-00	COUNCIL INSURANCE (P	4-1-22 TO 4-1-23 QTRLY PLA	1,770.88
	INTERNAL REVENUE SERVICE	410-104-00	COUNCIL'S F.I.C.A.	FICA WITHHELD AND MATCHED	1.25
		410-104-00	COUNCIL'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	0.29
	TRAVELERS INSURANCE	410-226-00	COUNCIL INSURANCE (P	INS PREM AUTO LIAB SEPT 22	374.55
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	420.00
				TOTAL:	2,582.39
RECORDER	ENCOVA INSURANCE	411-226-00	INSURANCE/COMPENSATI	WCN6007140 SEPT 2022	7.12
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	500.00
				TOTAL:	507.12
TREASURER	ENCOVA INSURANCE	413-226-00	TREASURER'S INSURANC	WCN6007140 SEPT 2022	9.67
	INTERNAL REVENUE SERVICE	413-104-00	TREASURER'S F.I.C.A.	FICA WITHHELD AND MATCHED	19.42
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	4.54
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	626.36
				TOTAL:	659.99
COURT	ENCOVA INSURANCE	416-226-00	POLICE JUDGE INS BON	WCN6007140 SEPT 2022	8.90
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	625.00
				TOTAL:	633.90
CITY ATTORNEY	ENCOVA INSURANCE	417-226-00	CITY ATTORNEY INS UN	WCN6007140 SEPT 2022	16.16
	INTERNAL REVENUE SERVICE	417-104-00	CITY ATTORNEY FICA	FICA WITHHELD AND MATCHED	32.47
		417-104-00	CITY ATTORNEY FICA	MEDICARE WITHHELD & MATCHE	7.59
	USI INSURANCE SERVICES LLC	417-105-00	CITY ATTORNEY INSURA	GROUP BENEFIT 2ND INSTALLM	14.74
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	1,047.46
				TOTAL:	1,118.42
CITY ENGINEER	ENCOVA INSURANCE	420-226-00	CITY ENGINEER INS &	WCN6007140 SEPT 2022	30.18
	INTERNAL REVENUE SERVICE	420-104-00	CITY ENGINEER FICA T	FICA WITHHELD AND MATCHED	48.53
		420-104-00	CITY ENGINEER FICA T	MEDICARE WITHHELD & MATCHE	11.35

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disbursements 09-01-22 to 09-15-22

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FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	1,550.47
				TOTAL:	1,640.53
ZONING	ENCOVA INSURANCE	437-226-00	ZONING INSURANCE & B	WCN6007140 SEPT 2022	43.93
	INTERNAL REVENUE SERVICE	437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	88.67
		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHE	20.74
	USI INSURANCE SERVICES LLC	437-105-00	ZONING HEALTH INS	GROUP BENEFIT 2ND INSTALLM	58.12
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	2,860.30
				TOTAL:	3,071.76
DATA PROCESSING	SUDDENLINK BUSINESS	439-230-00	DATA PROCESSING	CITY HALL INTERNET SEPT 20	214.62
	TYLER TECHNOLOGIES INC	439-230-00	DATA PROCESSING	RECEIPT PRINTER ANNUAL FEE	98.89
				TOTAL:	313.51
CITY HALL	UNIFIRST CORP.	440-216-00	CITY HALL MAINTENANC	ALL DEPT SEPT 2022 UNIFORM	137.66
	ENCOVA INSURANCE	440-226-00	CITY HALL INSURANCE	WCN6007140 SEPT 2022	39.16
	MOUNTAINEER GAS COMPANY	440-213-00	CITY HALL UTILITIES	269245-314199 1 S-FLORIDA	33.70
	INTERNAL REVENUE SERVICE	440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	76.30
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	17.84
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	2,490.64
				TOTAL:	2,795.30
POLICE	MUNICIPAL EMERGENCY SERVICE	700-345-00	POLICE DEPT. UNIFORM	UNIFORM PANTS MCCAULEY	52.50
	ENCOVA INSURANCE	700-226-00	POLICE DEPT. INSURAN	WCN6007140 SEPT 2022	781.85
	GALLS LLC	700-341-05	POLICE VIPS EXPENSES	UNIFORM HAT, VIPS SHIRTS	238.19
		700-345-00	POLICE DEPT. UNIFORM	SHOES, BOOTS, BELT	637.72
	TOSHIBA FINANCIAL SERVICES	700-341-00	POLICE DEPT. MAT & S	POL DEPT COPIER LEASE & PR	272.40
	ENTERPRISE FM TRUST	700-459-00	POLICE DEPT. NEW EQU	22HZS3 2017 INTERCEPTOR PY	591.08
		700-459-00	POLICE DEPT. NEW EQU	22HZSX 2017 INTERCEPTOR PY	795.82
		700-459-00	POLICE DEPT. NEW EQU	22SF24 2018 INTERCEPTOR PY	755.84
		700-459-00	POLICE DEPT. NEW EQU	22SF27 2018 INTERCEPTOR PY	788.08
		700-459-00	POLICE DEPT. NEW EQU	22SCZ2 2018 INTERCEPTOR PY	781.75
		700-343-00	POLICE DEPT. AUTO SU	23H64C MAINT OLDER CRUISER	6.00
		700-343-00	POLICE DEPT. AUTO SU	23H655 MAINT OLDER CRUISER	86.42
		700-343-00	POLICE DEPT. AUTO SU	23H64V MAINT OLDER CRUISER	6.00
		700-343-00	POLICE DEPT. AUTO SU	23H64Z MAINT OLDER CRUISER	6.00
		700-459-00	POLICE DEPT. NEW EQU	23KNZ9 2020 POLICE INTERCE	706.76
		700-459-00	POLICE DEPT. NEW EQU	23KNZN 2020 POLICE INTERCE	701.54
		700-459-00	POLICE DEPT. NEW EQU	23KNZS 2020 POLICE INTERCE	803.87
		700-459-00	POLICE DEPT. NEW EQU	2 22" DELL MONITORS	450.00
	RAVEN ROCK NETWORKS INC	700-345-00	POLICE DEPT. UNIFORM	BUCKHANNON PD PATCHES	367.49
	EMBLEM ENTERPRISES INC	700-345-00	POLICE DEPT. TELEPHO	ALL DEPT AUG 2022 GEOTABS	21.89
	SPRINT	700-211-00	POLICE DEPT. MAT & S	PRE EMPLYMT BLOOD WORK WAR	133.00
	ST JOSEPH HOSPITAL OF BUCKHA	700-341-00	POLICE DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,793.91
	INTERNAL REVENUE SERVICE	700-104-00	POLICE DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	419.54
		700-104-00	POLICE DEPT. GROUP I	GROUP BENEFIT 2ND INSTALLM	639.32
	USI INSURANCE SERVICES LLC	700-105-00	POLICE DEPT. AUTO SU	POLICE FUEL BILL AUG 2022	2,052.14
	WORLD FUEL SERVICES, INC.	700-343-00	POLICE DEPT. MAT & S	WASTE CAN, ONE TOUCH	128.15
	STAPLES ADVANTAGE	700-341-00	POLICE DEPT. TELEPHO	473-7911-073014-4 POL FAX	79.75
	FRONTIER	700-211-00	POLICE DEPT. INSURAN	INS PREM AUTO LIAB SEPT 22	2,304.35
	TRAVELERS INSURANCE	700-226-00			

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022 TOTAL:	53,244.47 69,645.83
FIRE	ENCOVA INSURANCE	706-226-00	FIRE DEPT. INSURANCE	WCN6007140 SEPT 2022	658.69
	LOWES BUSINESS ACCOUNTS	706-341-00	FIRE DEPT. MATERIAL	CLEANING SUPPLIES	205.93
	WHOLESALE TIRE INC	706-343-00	FIRE DEPT. AUTO SUPP	WVSI ON 5 TRUCKS	14.00
		706-343-00	FIRE DEPT. AUTO SUPP	WVSI ON 5 TRUCKS	14.00
		706-343-00	FIRE DEPT. AUTO SUPP	WVSI ON 5 TRUCKS	14.00
		706-343-00	FIRE DEPT. AUTO SUPP	WVSI ON 5 TRUCKS	14.00
		706-343-00	FIRE DEPT. AUTO SUPP	WVSI ON 5 TRUCKS	14.00
	CITIZENS BANK OF WV	706-459-00	FIRE DEPT. CAPITAL O	2021 PUMPER TRK SEPT 22 PY	4,790.11
	ST JOSEPH HOSPITAL OF BUCKHA	706-341-00	FIRE DEPT. MATERIAL	LAB RESULTS LINN BAXA	56.00
	INTERNAL REVENUE SERVICE	706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	1,346.37
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	314.88
	USI INSURANCE SERVICES LLC	706-105-00	FIRE DEPT. GROUP INS	GROUP BENEFIT 2ND INSTALLM	406.84
	WORLD FUEL SERVICES, INC.	706-343-00	FIRE DEPT. AUTO SUPP	FIRE DEPT TRK 1102 AUG 202	136.83
		706-343-00	FIRE DEPT. AUTO SUPP	FIRE FUEL BILL AUG 2022	1,157.09
	WITMER PUBLIC SAFETY GROUP I	706-345-00	FIRE DEPT. UNIFORMS	PANTS E. SMITH & JB KIMBL	225.00
	TRAVELERS INSURANCE	706-226-00	FIRE DEPT. INSURANCE	INS PREM AUTO LIAB SEPT 22	670.59
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022 TOTAL:	41,849.39 51,887.72
STREET	MON POWER	750-213-00	STREET DEPT. UTILITI	110123905108 25 N LOCUST S	10.07
		750-213-00	STREET DEPT. UTILITI	110148156588 RT 6 395 MUDL	823.69
		750-213-00	STREET DEPT. UTILITI	110148255778 395 MUDLICK R	717.12
	FISHER AUTO PARTS INC	750-343-00	STREET DEPT. AUTO SU	BATTERY FOR CHIPPER	114.30
	UNIFIRST CORP.	750-345-00	STREET DEPT. UNIFORM	ALL DEPT SEPT 2022 UNIFORM	799.15
	SOUTHERN STATES COOP INC	750-341-00	STREET DEPT. MAT & S	MULCH HAY	35.94
	WARE'S GLASS AND AWNING, LLC	750-343-00	STREET DEPT. AUTO SU	WINDSHIELD FOR S-15	231.83
	WV PAGING	750-213-00	STREET DEPT. UTILITI	STREET DEPT PAGERS SEPT 20	23.00
	RITE-WAY HEATING & PLUMBING	750-458-05	STREET DEPT. PROJECTS	3"PVC PIPE KANAWHA ST PRO	54.60
	ENCOVA INSURANCE	750-226-00	STREET DEPT. INSURAN	WCN6007140 SEPT 2022	617.47
	POTESTA & ASSOCIATES INC	750-458-05	STREET DEPT. PROJECTS	PROF ENG SVC E LINCOLN ST	1,515.00
	NAPA-AMTOWER AUTO SUPPLY	750-343-00	STREET DEPT. AUTO SU	ALTERNATOR FOR DOZER	189.65
		750-343-00	STREET DEPT. AUTO SU	ALTERNATOR FOR DOZER	503.56
	WESTFIELD INSURANCE	750-226-00	STREET DEPT. INSURAN	4-1-22 TO 4-1-23 QTRLY PLA	1,109.91
	LOWES BUSINESS ACCOUNTS	750-341-00	STREET DEPT. MAT & S	WORK LGHT, FISH TAPE	170.04
		750-341-00	STREET DEPT. MAT & S	CONCRETE RAKES PWR S	203.68
	BRUFFEY TRUCKING INC	750-458-05	STREET DEPT. PROJECTS	STONE & SAND MIXING CONCR	2,860.58
	ENTERPRISE FM TRUST	750-459-00	STREET DEPT. CAPITAL	22WCNZ 2019 RAM 1500	635.79
		750-459-00	STREET DEPT. CAPITAL	22WGHW 5500 CHASSIS DUMP T	961.06
		750-459-00	STREET DEPT. CAPITAL	23P226 2020 RAM 2500	690.58
		750-459-00	STREET DEPT. CAPITAL	23P47T 2020 RAM 2500	684.15
	SPRINT	750-211-00	STREET DEPT. TELEPHO	ALL DEPT AUG 2022 GEOTABS	271.54
	ST JOSEPH HOSPITAL OF BUCKHA	750-341-00	STREET DEPT. MAT & S	LAB RESULTS TRAVIS CARPENT	56.00
	INTERNAL REVENUE SERVICE	750-104-00	STREET DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,109.95
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	259.57
	USI INSURANCE SERVICES LLC	750-105-00	STREET DEPT. GROUP I	GROUP BENEFIT 2ND INSTALLM	464.96
	RDR ENERGY RESOURCES LLC	750-458-05	STREET DEPT. PROJECTS	10 YDS CONCRETE KANAWHA S	2,027.50
	FIRST COMMUNITY BANK CORPORA	750-459-22	PROPERTY PAYMENT	MUDL SEPT 2022 PUBLIC WRKS BLDG	9,774.80
	WORLD FUEL SERVICES, INC.	750-343-00	STREET DEPT. AUTO SU	STREET FUEL BILL AUG 2022	4,123.51
	BENJAMIN LEE ARISMAN	750-341-00	STREET DEPT. MAT & S	MOWING CITY LTS 8/8-8/21	2,400.00
	JASON SKIDMORE	750-458-05	STREET DEPT. PROJECTS	DUMP TRK SVC MADISON ST	1,800.00
	TRAVELERS INSURANCE	750-226-00	STREET DEPT. INSURAN	INS PREM AUTO LIAB SEPT 22	1,637.05

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022 TOTAL:	31,218.44 68,094.49
STREET LIGHTS	MON POWER	751-213-00	STREET LIGHTS	110 087 818 008 MAIN ST	5,640.90
		751-213-00	STREET LIGHTS	110 151 101 430 99 W. MAIN	124.24
				TOTAL:	5,765.14
TRAFFIC SIGNALS & SIGN MON POWER		752-213-00	TRAFFIC SIGNALS POWE	110088985624 RT. 20 BKN C	60.57
		752-213-00	TRAFFIC SIGNALS POWE	110081822063 W. MAIN ST	5.21
		752-213-00	TRAFFIC SIGNALS POWE	110088820243 MAIN ST	42.58
				TOTAL:	108.36
PARK 30% TO CPWB	CONSOLIDATED PUBLIC WORKS BD	900-341-00	PARK-30% HOT/MOT PD	AUG 2022 HOTEL-MOTEL TAX	2,471.91
				TOTAL:	2,471.91
CVB 70% TO CVB	UPSHUR COUNTY CVB	901-235-00	HOTEL/MOTEL 70% PAID	AUG 2022 HOTEL-MOTEL TAX	5,767.77
				TOTAL:	5,767.77
ARTS-THEATRE	MON POWER	906-213-00	CAC UTILITIES	110122154542 48 E. MAIN ST	432.75
	MOUNTAINEER GAS COMPANY	906-213-00	CAC UTILITIES	268704-483167 48 E. MAIN S	33.70
	SCOTT ELECTRIC CORP	906-450-01	THEATRE BLDG	FIRE ALARM SUPPLIES	1,505.65
		906-450-01	THEATRE BLDG	CAT5 JACK	34.41
		906-450-01	THEATRE BLDG	LOW VOLTAGE BXS CONN	107.88
		906-450-01	THEATRE BLDG	TEE BASE & COVER	8.52
		906-450-01	THEATRE BLDG	TEE BASE & COVER	2.84
	LOWES BUSINESS ACCOUNTS	906-450-01	THEATRE BLDG	INSULATION & SUPPLIES	301.43
		906-450-01	THEATRE BLDG	AUGER BIT SET	56.99
		906-450-01	THEATRE BLDG	PVC FITTINGS ROOF VE	237.66
		906-450-01	THEATRE BLDG	SEAL TILE, KNIFE,BLA	68.14
		906-450-01	THEATRE BLDG	DRYWALL	218.56
		906-450-01	THEATRE BLDG	CORNER BEAD & SEALANT	102.56
		906-216-00	THEATRE MAINTENANCE/	KEY FOR CAC	4.28
	CRITES ELECTRICAL SUPPLY INC	906-450-01	THEATRE BLDG	CONDUIT & CONECTORS	18.60
		906-450-01	THEATRE BLDG	CONDUIT & CONECTORS	39.03
		906-450-01	THEATRE BLDG	CONDUIT & CONECTORS	16.50
		906-450-01	THEATRE BLDG	4X4 PLATE FOR THEATER	4.64
	ST JOSEPH HOSPITAL OF BUCKHA	906-341-00	CAC SUPPLIES & EXPEN	PRE EMPLYMT LAB ANNE WILSO	50.00
	MCCARTY'S SEPTIC SERVICE	906-216-00	THEATRE MAINTENANCE/	PORTA POT RENTAL	110.00
	INTERNAL REVENUE SERVICE	906-104-00	CAC FICA	FICA WITHHELD AND MATCHED	64.88
		906-104-00	CAC FICA	MEDICARE WITHHELD & MATCHE	15.17
	RECDISK LLC	906-450-01	THEATRE BLDG	EXPANDING CAC & PARK RENT	1,700.00
	FRONTIER	906-213-00	CAC UTILITIES	473-8987-052821-4 THEATRE	77.05
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022 TOTAL:	2,189.60 7,400.84
STOCKERT YOUTH CENTER	A F WENDLING INC	907-341-00	MATERIALS & SUPPLIES	PAPER TOWELS	72.34
	UNIFIRST CORP.	907-216-00	MAINTENANCE	ALL DEPT SEPT 2022 UNIFORM	99.18
	LEAF	907-341-01	OPERATING EXPENSES	COPIER LEASE SYC	177.51
	RITE-WAY HEATING & PLUMBING	907-341-01	MATERIALS & SUPPLIES	BALANCE DUE ON INV 373226	1.81
	ENCOVA INSURANCE	907-226-00	INSURANCE & BONDS	WCN6007140 SEPT 2022	230.37
	CARTER: LARRY	907-363-00	KARATE CLASS INSTRUC	KARATE INSTRUCTOR AUG 22	64.00
	WESTFIELD INSURANCE	907-226-00	INSURANCE & BONDS	4-1-22 TO 4-1-23 QTRLY PLA	853.83
	SPRINT	907-211-00	TELEPHONES	ALL DEPT AUG 2022 GEOTABS	62.66
	ST JOSEPH HOSPITAL OF BUCKHA	907-341-00	MATERIALS & SUPPLIES	PREEMPLMT LABS REGAN MCCAU	56.00

09-15-2022 03:28 PM		disbursements 09-01-22 to 09-15-22			PAGE: 5
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		907-341-00	MATERIALS & SUPPLIES	LAB RESULTS RANDY JOHNSON	56.00
	WALMART STORES INC -BUCKHANN	907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SUPPLIES	16.74
		907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SUPPLIES	135.24
		907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SUPPLIES	25.78
		907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SUPPLIES	86.12
	SAM'S PIZZA	907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC LUNCH	44.00
	MOUNTAIN STATE PEST GUARD	907-216-00	MAINTENANCE	SYC PEST CONTROL SEPTEMBER	36.50
	INTERNAL REVENUE SERVICE	907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	424.16
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	99.19
	APRIL E SMALL	907-368-01	ZUMBA	KICKBOXING INSTRCTR 8/22	80.00
	USI INSURANCE SERVICES LLC	907-105-00	GROUP INSURANCE	GROUP BENEFIT 2ND INSTALLM	116.24
	WORLD FUEL SERVICES, INC.	907-216-00	MAINTENANCE	SYC FUEL BILL AUG 2022	239.56
	DAWN WEBB	907-363-00	KARATE CLASS INSTRUC	KARATE INSTRUCTOR AUG 22	64.00
	TRAVELERS INSURANCE	907-226-00	INSURANCE & BONDS	INS PREM AUTO LIAB SEPT 22	324.61
	**PAYROLL EXPENSES			9/01/2022 - 9/15/2022	12,613.04
				TOTAL:	15,978.88
PUBLIC SAFETY	UNIFIRST CORP.	976-216-00	SAFETY COMPLEX MAINT	ALL DEPT SEPT 2022 UNIFORM	98.97
	WESTFIELD INSURANCE	976-226-00	SAFETY COMPLEX INSUR	4-1-22 TO 4-1-23 QTRLY PLA	603.08
	MOUNTAIN STATE ELECTRICAL CO	976-459-35	FEMA GRANT#2 GENERAT	Inv#9GenWrk6-1 to 7-31-22	14,581.35
		976-459-35	FEMA GRANT#2 GENERAT	Inv#9GenWrk6-1 to 7-31-22	21,554.55
	LYNX WV INC	976-213-00	SAFETY COMPLEX UTILI	SEPT INTERNET PD	150.00
				TOTAL:	36,987.95

**Motion Thomas/Reger to approve the consent agenda. Motion carried.**

**F. Strategic Issues for discussion and/or vote:**

**F.2 Recommendation appointment of Jody Light to the Buckhannon Housing Authority Board of Commissioners 5-yr term ending 6/30/27.**



August 25, 2022

Honorable Robbie Skinner  
 City of Buckhannon  
 70 E. Main St.  
 Buckhannon, WV 26201

Dear Mr. Skinner:

After the resignation of Rose Clutter verbally on April 20, 2022, effective April 20, 2022, we would like to appoint Jody Light to the Board of Commissioners effective immediately.

Ms. Light should be appointed by the City Council for the remainder of the 5 year term until June 30, 2027.

Please furnish us with a letter verifying the appointment.

Sincerely,  
*April Dotson*  
 April Dotson,  
 Executive Director

**Motion Thomas/Reger to approve the appointment of Jody Light to the Buckhanon Housing Authority Board until 6/30/27. Motion carried.**

**F.8 Approval to set date and time for Trick or Treat in the City Limits.**

**Motion McCauley/Thomas to set the date and time of Trick or Treat for Monday October 31, 2022 from 6:00 pm to 7:30 pm. Motion carried.**

**G. Comments and announcements:**

**G.1 Bucklew – Absent.**

**G.2 McCauley-** Asked about an email from a resident on Academy Street, inquiring about a sidewalk. The resident has been answered. There are no immediate plans to place a sidewalk in that area.

**G.3 Reger:** Had nothing more to comment.

**G.4 Thomas:** Commented on disturbing reports of persons living in tents, sleeping in parks and on benches.

**G.5 Rylands** – Nothing to report.

**G.6 Sanders:** Reported on successful meeting regarding WAMSB. Buckhannon will have a very busy summer next year with three large events.

**H. Mayor’s Comments and Announcements:**

Mayor Skinner reported that he would be back in town on Friday. He asked everyone to keep the owners of Deer Park Country Inn in their thoughts. They suffered a large fire loss recently.

**I. Executive Session Per WV Code § 6-9A-4- Personnel Matters:**

**Motion Rylands/McCauley to adjourned into executive session per WV Code 6-91-4 at 8:10 pm to discuss a personnel matter.**

**J. Adjournment:**

Council reconvened and adjourned at 8:26 pm with no further business to be transacted.

<b>Mayor Robert N. Skinner III</b>	_____
<b>City Recorder Randall H. Sanders</b>	_____