

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

A regular meeting of the Buckhannon City Council was held on Thursday, August 03, 2023, at 7:00 p.m., in the Council Chambers of City Hall. The following individuals were in attendance (GTM – GoToMeeting):

Mayor	Robbie Skinner	Present
City Recorder	Randy Sanders	Present
Council Member	Pam Bucklew	Present
Council Member	David McCauley	Present
Council Member	Jack Reger	Present
Council Member	CJ Rylands	Present
Council Member	David Thomas	Present
Assistant Recorder & Director of Finance	Amberle Jenkins	Present
City Attorney	Tom O'Neill	Present
Buckhannon Fire Department	Chief JB Kimble	Present
Director of Public Works	Jerry Arnold	Present
Channel 3	Rodney Irvin	Present
Channel 3	Dennis Cortes	Present
MyBuckhannon.com	Katie Kuba	Present
Record Delta	Steve Santilli	Present

Guests: Clark Barnes, Orion Strategies-Public Relations Representative for Optimum; Dr. Joseph Reed; Lacy Ramsey, Executive Director-UCCVB- Annual Report; Tammy Reger, B-U Chamber of Commerce

***City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, August 03, 2023***

- A. A PUBLIC HEARING OF THE COUNCIL OF THE CITY OF BUCKHANNON REGARDING PROPOSED ADOPTION OF ORDINANCE NO. 464 OF THE CITY OF BUCKHANNON, AN ORDINANCE OF THE CITY OF BUCKHANNON, WEST VIRGINIA, RENEWING A FRANCHISE GRANTED TO CEQUEL III COMMUNICATIONS II, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM**
- B. Call to Order**
B.1 Moment of Silence
B.2 Pledge to the Flag of the United States of America
- C. Recognized Guests**
C.1 Clark Barnes, Orion Strategies-Public Relations Representative for Optimum
C.2 Dr. Joseph Reed- Green Bean Day Proclamation
C.3 Lacy Ramsey-Executive Director-UCCVB- Annual Report
- D. Department & Board Reports**
D.1 Public Works Director- Jerry Arnold
D.2 Finance Director- Amberle Jenkins
D.3 Fire Chief- JB Kimble
D.4 City Attorney- Tom O'Neill
- E. Correspondence & Information**
E.1 Notice of Public Hearing of the City Council RE: Proposed Adoption of Ordinance No. 464 Renewing the Franchise of Cequel III Communications II, LLC dba Optimum
E.2 Charles Gibson Library Director's Report July 2023
E.3 City Council Invite to the Upshur County Commission Meeting on 08/10/23
E.4 Foster's Marketing Group, Inc.-Letter to ABCA regarding Special Events (WAMSB) License Application
E.5 FOIA Request from Robert Brunswick re: BPD Records dated 12/2015
E.6 FOIA Request from Meadows Law Office re: Building Permits/Inspections/Contractor Info at 49 South Florida Street
- F. Consent Agenda**
E.1 Approval of Minutes -Regular Meeting 05/16/23, 06/15/23, 07/06/23
E.2 Approval of Building and Wiring Permits
E.3 Approval of Payment of the Bills
- G. Strategic Issues for Discussion and/or Vote**
G.1 Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System 3rd/Final Reading
G.2 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill
G.3 Contract with John Slaughter as City Cat Trapper
G.4 City Business License Application –Removal of Alcohol Fees
G.5 Discussion/Possible Vote to Accept Vacant Lot on Cleveland Avenue Parcel 3-1-117- Resolution

2023-09
G.6 CPWB Recommendation of Financial Support for the Parks & Recreation Improvement Project of \$100,000.

H. 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

I. Mayor’s Comments and Announcements

J. Executive Session Per WV Code § 6-9A-4 Property and Personnel Matters

K. Adjournment

Posted 07/31/2023

A. A PUBLIC HEARING OF THE COUNCIL OF THE CITY OF BUCKHANNON REGARDING PROPOSED ADOPTION OF ORDINANCE NO. 464 OF THE CITY OF BUCKHANNON, AN ORDINANCE OF THE CITY OF BUCKHANNON, WEST VIRGINIA, RENEWING A FRANCHISE GRANTED TO CEQUEL III COMMUNICATIONS II, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM

Mayor Skinner called the Public Hearing of the City of Buckhannon regarding the proposed adoption of Ordinance No. 464 of the City of Buckhannon, as described above, to order. The Mayor asked if there were any persons in attendance that would like to address the Council. No one identified themselves as wanting to do so. He then noted that we had received one letter regarding the matter and deferred to City Recorder Sanders to read the following letter publicly:

7-26-2023

In the City of Buckhannon,
In regard to the proposed Ordinance No. 464,
Cequel III Communications II, LLC dba Optimum,
We believe that would be a mistake!
Why would anyone give them a 10 year renewal?
I have been lied to every time I talked
to them. From one person to another a different
lie. To us its a very untrustworthy company!
You should get the opinion of the people
thats on the cable. Which that is why the
hearing. A lot of people cant afford the
newspaper so they dont know about the
hearing.
You cant expect them to just take the
cable for another 10 years, without knowing
they had a voice in a hearing.
We cant say anything about anyone
else! We ^{are} opposed to it!
They lied to us so much we cancelled it.
Then they sent us a bill for the month
we had already cancelled. Plus the one we do
owe for. They owe us money we will never get back.
Suddenlink & Optimum.

Sincerely
Betty & Jane Carpenter

3 E. Lincoln St.
Buckhannon, WV
26201

Not sure we will be in town for
the meeting!

Having no other communication to present, at 703 p.m., Mayor Skinner declared the Public Hearing of the City of Buckhannon closed.

B. Call to Order: Mayor Robbie Skinner called the regular meeting of the Buckhannon City Council for August 3, 2023 to order, asking all to join him in a Moment of Silence and the Pledge to the Flag of the United States of America. Council member McCauley asked that we included the memory of Larry Landis (and his family) who served the City for over 30 years who recently passed.

C. Recognized Guests:

C.1 Clark Barnes Speaker – Mayor Skinner recognized Clark Barnes, Orion Strategies-Public Relations Representative for Optimum who spoke on the proposed Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System 3rd and Final Reading. He provided an overview of the history of the cable system and the management and service provided by Altice d/b/a Suddenlink through the rebranding as Optimum including the many changes to the service that have been implemented. He also provided an overview of the current policies, procedures, and investments to service and customer satisfaction by Optimum.

In 2015, Altice USA, acquired the facilities and customers of Cebridge Telecom of WV, which gave it control of Cequel Corporation, and others, all of which were doing business as Suddenlink Communications in West Virginia. Altice continued to provide cable television service in WV as Suddenlink, offering service to more than 300,000 households and small businesses over a hybrid fiber optic- coaxial network with more than 8,500 miles and eight headends across West Virginia. With the Altice Acquisition of Cebridge, by which Altice took over Suddenlink operations in West Virginia, the Public Service Commission received numerous complaints. Some of us here today may have participated in those complaints.

Naturally, with Altice acquisition of Suddenlink, continued investments had to be made in upgrades to technology, maintenance of aging equipment as well as workforce issues. Altice, along with the Public Service Commission, realized that improvements must be accelerated and a journey began in early 2022. Altice rebranded and began operating as Optimum.

Eighteen months ago, the Commission issued its Order requiring Optimum to undertake significant measures to improve service to its West Virginia subscribers. In that time, Altice has made significant progress toward complying with all of the Commission's directives, in addition to its other initiatives to enhance the experience of Optimum WV customers. While more work remains, we are encouraged by metrics showing that customers are more satisfied, have fewer complaints, and have access to products and services consistent with the Company's goal to be the connectivity provider of choice in its West Virginia footprint and throughout its service territory.

Specifically, in the last 18 months, Optimum's overall customer satisfaction scores-as measured by customer feedback have improved between 25% and 46% across various issues. Optimum continues to invest in West Virginia, including opening new facilities, adding in-state personnel to serve customer needs, and improving the performance of its field and customer service personnel. Among other things, the Company has accomplished the following:

As of today, Optimum has opened four new retail locations (*Parkersburg, Vienna, Lewisburg, and Princeton*), allowing customers to pay bills, swap equipment and raise service issues), and is on track to open two more (*Charleston, Elkins*) by the end of 2023, bringing its total store count to 13. As a result of the Scott Depot call center that opened last year and the additional WV-based agents, more West Virginia-based customer service agents are available to respond to customer service inquiries.

Recognizing that Optimum's customers' time is valuable, Optimum has taken steps to improve timeliness and effectiveness of its in-person service visits. Despite the tight labor market, we have added field service technicians by enhancing the competitiveness of our employment offerings. We continue to recruit for these roles. We've also refocused on training for field service personnel and ensured all contractors meet state certification requirements. Fewer customers now require home visits, fewer

customers require a follow-up visit, and for those who do, Optimum service technicians are responding more quickly.

Optimum issued \$2.24 million in credits to customer bills between July and August 2022. In addition to ensuring that all late fees were capped at a t \$2, Optimum eliminated all separate surcharges (except where required by law). Optimum now automatically issues bill credits to customers who are impacted by full- or partial-node outages lasting more than 24 hours.

Optimum has improved its customers' ability to track outages by deploying an outage map and allowing customers to subscribe for email and text updates regarding outages and estimated repair times. Other customer communication enhancements include text alerts regarding technician arrival times for service visits or installations, a self-installation option that eliminates the need for a home visit, and an email confirming a customer's order, to avoid miscommunication.

Optimum is committed to the Local Communities it serves and through Donors Choose, supported more than 125 projects across 114 WV schools, sponsored STEM/Technology labs throughout WV and supported Robotics teams in Winfield and Parkersburg. Reflective of these improvements, franchise renewals with counties and municipalities in WV have moved at record pace for the past few months. Optimum has not just simply been rebranded. Optimum has been reborn.

Mayor Skinner then asked if it was the desire of Council to move the Ordinance No. 464 Franchise Renewal agenda item to the table for discussion and/or vote.

Motion to move *G.1 Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System 3rd/Final Reading* to the table for discussion and/or vote was made by McCauley/Sanders. Motion carried.

Motion to approve *G.1 Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System 3rd/Final Reading* was made by Sanders/Reger. After discussion, motion carried with Thomas, Reger, Bucklew, Sanders and Skinner voting yes, Rylands and McCauley voting no.

ORDINANCE NO. 464

**An Ordinance of the City of Buckhannon, West Virginia, Renewing a Franchise
Granted to Cequel III Communications II, LLC
For the Construction and Operation of a Cable System**

The City of Buckhannon, West Virginia, having determined that the financial, legal, and technical ability of Cequel III Communications II, LLC, is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, does hereby ordain as follows:

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

1. DEFINITIONS.

For the purpose of this Ordinance, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with the Company.
- b. "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.
- c. "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- d. "Cable System" shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. §522(7), as amended.
- e. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- f. "Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System.
- g. "City" means the City of Buckhannon, or the lawful successor, transferee, or assignee thereof.
- h. "Company" means Cequel III Communications II, LLC, or the lawful successor, transferee, or assignee thereof.
- i. "Gross Revenues" means the monthly revenues for the provision of Cable Service received by the Company directly from Subscribers located within the Service Area. "Gross Revenues" does not include: (a) any tax, fee, or assessment of any kind imposed directly or indirectly by City or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such; and (b) unrecovered bad debt.
- j. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- k. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Service Area which shall entitle the City and the Company to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Company to

the use thereof for the purposes of installing or transmitting the Company's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

- l. "Service Area" means the present incorporated areas within the boundaries of the City, and any other areas later annexed thereto.
- m. "Subscriber" means a user of the Cable System who lawfully receives Cable Service with the Company's express permission.
- n. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

2. GRANT OF AUTHORITY.

The City grants to the Company the nonexclusive right and privilege, within all areas of the City of Buckhannon, West Virginia, as described in Attachment A hereto, to construct, maintain, and operate in, or, over and under the present and future public streets, alleys, rights-of-way and public places within the City, such as towers, poles, lines, cables, wiring and all related equipment for the purpose of receiving, amplifying and distributing television, radio, audio, video or any other telecommunications signal or service within said City and to inhabitants hereof. The Company shall have further right to enter into arrangements for the attachment onto or use of facilities owned or operated by public utilities operating within the City.

3. TERMS OF AGREEMENT.

a. Term. The nonexclusive franchise granted herein shall be for a term of ten (10) years, commencing and effective upon on the 1st day of July 2023 and terminating at midnight on the 30th day of June 2033, unless otherwise lawfully terminated in accordance with the terms of this Agreement.

b. Competitive Neutrality. If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the rights-of-way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services, the City hereby agrees that it will notify Company prior to the effective date of the existence of such exemption or authorization, and, upon a request from Company, as a matter of law, Company's Franchise will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing equivalent terms and conditions as such other Person(s) on a competitively neutral basis.

c. Renewal of Franchise. By mutual consent, the Company shall have the option to renew this Franchise for an additional period not to exceed ten (10) years. Should the Company desire to exercise this option, it shall so notify the City in writing, not less than three (3) months prior to expiration of this Franchise.

4. CONDITIONS OF STREET AND ROAD OCCUPANCY AND SYSTEM CONSTRUCTION.

a. Use: All transmission and distribution structures, lines and equipment erected by the Company within the City shall be located as to cause minimum interference with other proper use of the public streets, alleys, ways and places located within the City, and as to cause a minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said public streets, alleys, ways, or places. The use of public highways and other public places shall be subject to:

- i. All applicable state statutes, municipal ordinances and all applicable rules and orders of the West Virginia Public Service Commission governing the construction, maintenance and removal of overhead and underground facilities of public utilities;
- ii. For (county highways/City streets), all applicable rules adopted by the governing body of the City in which the (highways/streets) are situated; and
- iii. For state or federal-aid highways, all public welfare rules adopted by the West Virginia Department of Transportation, Highways Division.

b. Restoration: In cases of any disturbance of pavements, sidewalks, lawns, roadways, or other surfacing, the Company shall, at its own expense and in a manner approved by the City, replace and restore such places or disturbed to as good a condition as before said work was commenced. The Company shall also be required to consult with the Highways Division regarding any disturbance of pavement, roadway or other rights-of-way as may be under the jurisdiction and control of the Highways Division.

c. Relocation: In the event that at any time during the period of this agreement, the City or the Highways Division shall lawfully elect to change the grade or location of any public street, alley, way, or place, the Company, upon reasonable notice by the City or the Highways Division, as the case may be, shall remove, re-lay and re-locate its equipment at its own expense. All such alterations shall be subject to the approval of the City and the Highways Division.

d. Placement of Fixtures: The Company shall not place any fixtures or equipment where the same shall interfere with any gas, electric, communications, fire alarms, sewer or water lines, fixtures or equipment, and the location by the Company of its lines and equipment shall be in such manner as to not interfere with the usual travel on said public streets, alleys, ways, and places, and the use of the same for gas, electric, communications, fire alarms, sewer and water lines, fixtures and equipment.

e. Easements: In the use of easements dedicated to compatible uses, the Company shall ensure:

- i. That the safety, functioning and appearance of the property and the convenience and safety of other persons is not adversely affected by the installation or construction of facilities necessary for the cable system;
- ii. That the cost of the installation, construction, or operation of facilities is borne by the Company or subscribers, or a combination of both; and
- iii. That the owner of the property is justly compensated by the Company for any damages caused by the installation, construction, operation or removal of facilities by the Company, its employees or contractors.

f. Permitting. To the extent that the installation, repair and/or maintenance by the Company of any component of the Cable System is lawfully subject to permitting and/or review by the City pursuant to generally applicable law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the City shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, “unreasonably delay” shall mean the City’s failure to act on a permit application within thirty (30) days of its submission by the Company, in which case such permit shall be deemed granted under applicable law.

5. SERVICES TO BE PROVIDED BY THE COMPANY.

a. Required Extensions of Service. The Cable System, as constructed as of the date of the passage and final adoption of this Agreement, substantially complies with the material provisions hereof. The Company is hereby authorized to extend the Cable System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever the Company shall receive a request for service from at least thirty (30) residences per linear mile of trunk or distribution cable, it shall extend its Cable System to such residents at no cost to such Subscribers for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under subsection 5(b) of this Agreement.

b. Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of fewer than thirty (30) residences per linear mile of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. Potential subscribers shall bear the costs of the construction and other costs on a pro rata basis. The Company may require payment in advance of the capital contribution in aid of construction borne by such potential subscribers.

c. Pole Attachments. Utility poles owned by the City or an affiliated entity shall be available for use by the Company. The Company shall pay no more than the cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate.

d. Free Cable Service. Subject to Section 5(a) of this Agreement, and federal law and FCC rules and orders, Grantee shall install at no cost to the City, and shall provide a minimum of one (1) free connection of Basic Cable Service and Expanded Cable Service (collectively the “Free Service”) to each public school located within the City, to the Stockert Youth Center located at 79 East Main Street, the Dessie Graves Senior Center on Senior Drive, each station of the City Fire and Police Departments, City Hall, the Charles W. Gibson Memorial Library, and when requested by the City Council, to such other buildings which are municipally owned, operated or otherwise substantially utilized by the City. The total number of physical locations designated for Free Service owned, operated, or substantially utilized by the City shall not exceed twelve (12) locations.

e. The Company shall provide the City, upon appropriate authorization (and payment), and upon at least one hundred twenty (120) days advanced written notice, facilities and equipment for transmission of information relating to law enforcement, fire protection, rescue services or all other public emergencies as may be necessary or desirable for the safety and welfare of the citizens of the City to the Office of the County Emergency Services or as directed by the City. The facilities to be provided include access to one PEG channel without charge for the transmission of information relating to law enforcement, fire protection, rescue services, or other public safety messages. The Company shall comply with the regulations of the Federal Communications Commission (FCC) for the operation of the Emergency Alert System as set forth under 47 C.F.R. Section 11.

f. The Company shall offer to all Subscribers within the City service of signal and viewing quality that is in compliance with all FCC technical standards.

g. The Company shall conduct its business with its subscribers in accordance with all FCC Customer Service Standards.

h. The Company shall designate at least ten percent of all its channels for public, educational or governmental (PEG) use, provided, however, that the Company shall not be required to designate more than three (3) such channels for such public, educational or governmental use. Upon request by the City, at least one such designated channel is to be carried as part of the basic service tier.

i. The Company agrees that it will not abandon areas presently served by this Cable System(s) without the agreement of the City, unless such areas and residents therein are being served by another cable system, or unless unreasonable costs are imposed for the continued use of a private right-of-way necessary for providing service to such areas.

6. CONDITION OF EQUIPMENT.

The Company shall maintain all of its lines, rights-of-way and equipment in good and safe condition and shall at all times construct and maintain its fixtures of equipment in compliance with the requirements of the National Electrical Safety Code and the National Electrical Code.

7. PROCEDURES FOR RESTORING INTERRUPTED SERVICE AND IMPROVING SUBSTANDARD SERVICE

a. The Company, for the purpose of restoring interrupted service and improving substandard service, shall be able to receive calls twenty-four hours a day, seven days a week, and shall have one or more qualified persons as may be necessary to repair the Cable System.

b. The Company shall restore interrupted service not later than twenty-four hours after being notified by a subscriber that service has been interrupted, unless: (1) service cannot be restored until another Person repairs facilities owned by such Person and leased to, or required for the operation of, the Cable Service; (2) the interruption was caused by an act of nature; or (3) the Company is unable to restore service within twenty-four hours due to extenuating circumstances. In the event of such extenuating circumstances, the Company shall restore service as soon as feasible and then submit a written notice to the Public Service Commission of West Virginia or the City, indicating that service has been restored and explaining the nature of the extenuating circumstances.

8. CREDIT OR REFUND FOR INTERRUPTED SERVICE.

a. If cable service to a Subscriber is interrupted for more than twenty-four continuous hours for any reason within Company's control, such Subscriber shall, upon request, receive a credit or refund within sixty (60) days from the Company in an amount that represents the proportionate share of such service not received in a billing period, provided that such interruption was not caused by the Subscriber.

b. The Company shall comply with any viewing time reliability standards for cable operators established by the Public Service Commission of West Virginia.

9. OFFICE OPERATING REQUIREMENTS, OFFICE HOURS.

The Company shall operate a business office in or near the Service Area, or as otherwise approved by the City or by the Public Service Commission of West Virginia. The office shall be open during normal business hours. The Company shall operate sufficient telephone lines, including a publicly and locally listed toll-free number or any other free calling option, staffed by a Company customer service representative during normal business hours.

10. NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE AND BILLING

a. Annually the Company shall mail to each of its Subscribers a notice which:

- i. Informs Subscribers how to communicate their views and complaints to the cable operator and to the Public Service Commission of West Virginia;
- ii. States the responsibility of the Public Service Commission to receive and act on consumer complaints other than channel selection, programming and rates. concerning the operation of a Cable System;
- iii. States the policy regarding the method by which Subscribers may request pro rata credit as described in section seven of this Agreement; and
- iv. States the policy regarding billing practices, late fees, and other service charges.

b. The notice shall be in nontechnical language, understandable by the general public, and in a convenient format. On or before the thirtieth day of January of each year, the operator shall certify to the City and the Public Service Commission that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

11. RECORDING OF SUBSCRIBER COMPLAINTS.

a. The Company shall keep a record or log of all complaints received regarding quality of service, rates, programming, equipment malfunctions, billing procedure, employee relations with Subscribers and similar matters as may be prescribed by the Public Service Commission of West Virginia. The records shall be maintained for a period of two years.

b. The record or log shall contain the following information on each complaint received:

- i. Date, time, nature of complaint;
- ii. Name, address, telephone number of complainant;
- iii. Investigation of complaint; and
- iv. Manner and time of resolution of complaint.

c. Consistent with the subscriber privacy provisions contained in 47 U.S.C. Section 551 or as otherwise provided by federal law, every cable operator shall make the logs or records, or both, of such complaints available to any authorized agent of the Public Service Commission of West Virginia and the City, upon request during normal business hours for on-site review.

12. INDEMNIFICATION BY THE COMPANY OF THE CITY.

a. The Company, its successors and assigns, shall indemnify and hold harmless the City from any liability whatsoever for any damage or injury caused to any person or property by the actions or omissions of the Company on account of the franchise granted by this agreement. The Company shall take out and maintain during the term of this agreement general liability insurance with the following minimum coverage limits:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000.00 per occurrence, Combined Single Liability (C.S.L) \$2,000,000.00 General Aggregate
Auto Liability, including coverage on all owned, non-owned hired autos	\$1,000,000.00 per occurrence C.S.L.
Umbrella Liability	\$1,000,000.00 per occurrence C.S.L.

Where the insurance provides separately for personal injury and property damage, the combined limits of the two coverages shall be no less than the per occurrence and aggregate limits set forth above. The Company shall protect the City from claims for said damages arising out of the exercise of rights and privileges and operations under this agreement. Prior to the exercise of any rights under this agreement, Certificates of Insurance shall be filed and deposited with the Clerk of the City.

b. Upon receipt of notice in writing from the state, county and/or municipality, the Company shall, at its own expense, defend any action or proceeding against the state, county and/or municipality in which it is claimed that personal injury or property damage was caused by activities or omissions of the Company in the installation, operation or maintenance of its Cable System.

13. FRANCHISE FEE.

a. Beginning sixty (60) days after the effective date of this Agreement, Company shall pay to City a franchise fee equal to Five percent (5%) of Gross Revenues from the provision of Cable Services within the Franchise Area received by Company on a quarterly basis; provided, however, that Company may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by City or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this Section, the 3 month period applicable under the Franchise for the computation of the franchise fee shall be a calendar quarter, unless otherwise agreed to in writing by City and Company. The franchise fee payment shall be due and payable thirty (30) days after the close of the preceding calendar quarter. Company may use electronic funds transfer to make any payments to the City required under this Agreement. A brief report prepared by a representative of the Company showing the basis for the Franchise Fee computation shall be provided to the City.

b. In the event of any annexation by the City, the City shall notify the Grantee accordingly, and the

Grantee shall then immediately thereafter include such Subscribers in its calculation of the City's Franchise Fees. Any franchise agreement subsequently negotiated by the Grantee with the City during this franchise term shall not be inconsistent with the annexation provisions hereof and further as are set forth pursuant to Sections 1(l) and 5(a) hereof.

c. The amount of the Franchise Fee to be paid to the City shall be reviewable upon the third, sixth, and ninth anniversary dates of the date of the granting of the Franchise, and upon such date the City shall have the right to change the amount and method of calculating the Franchise Fee; provided however, that: (1) such changes are in conformity with the limits set in federal and state law; (2) such changes are imposed on all Persons providing Cable Service within the territorial limits of the City; and (3) the Company shall have sixty (60) days to implement said changes so that the correct Franchise Fee may be calculated and the collection thereof imposed on Subscribers.

d. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by Company is due. Unless within three (3) years from and after such payment due date City initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and City shall be stopped from asserting any claims whatsoever against Company relating to alleged franchise fee deficiencies.

e. The imposition and collection of any Franchise Fee under this Agreement shall not affect the collection of the annual fee or document fees by the West Virginia Public Service Commission as set forth in West Virginia Code §§ 24D-1-20 and 24D-1-25 and rules thereunder. Further, the Franchise Fee set forth in this agreement together with any state annual fee, document fee, or other fee considered under federal law to be a franchise fee shall never exceed the maximum amount prescribed by federal or state law.

f. Nothing contained herein shall prevent the Company from collecting any or all such Franchise Fee as an addition to its regular charges, by listing them as a separate line on its invoice to the Subscriber.

14. NON-LIABILITY OF CITY.

The City shall not be liable for interrupting the Company's service caused by employees of the City in the proper performance of their duties.

15. RATES.

a. The Company shall file with the City and keep current a schedule of its rates charged, or where no such rates are yet charged then its initially proposed rates, for each tier or Cable Service. The posting of such rates on Company's website shall be sufficient to meet the requirements of this section.

b. The Company shall inform the City of the charge for any connection fee, any reconnection fee, and any fee for an unwarranted service technician visit. The posting of such fees on Company's website shall be sufficient to meet the requirements of this section. In addition, the Company agrees that it will bill monthly and calculate any late payment charge in conformity with 150 CSR 26.17 regardless of whether credit has been extended.

c. To the extent permitted by federal law, the Public Service Commission of West Virginia shall regulate basic cable service rates to ensure that they are just and reasonable both to the public and to the cable operator and are not unduly discriminatory.

d. The Company shall provide 30 days written notice to Subscribers prior to any change in Cable Service rates or programming offered on the Cable System.

16. REMOVAL OF PROPERTY AT TERMINATION OF AGREEMENT.

In the event this franchise agreement is terminated for any reason, or if the Company, or its successors, cease to exercise its rights and privileges pursuant to the terms of this agreement, then, in such event, all poles, lines, cables, wiring and other apparatus erected, installed or deposited by the Company or its successors within the City shall be properly removed at the Company's own expense unless otherwise agreed to by the parties. Further, unless otherwise agreed to, property not removed within six months of termination will be considered abandoned and the Company shall be liable for the cost of removal.

17. REVOCATION ALTERATION OR SUSPENSION OF CABLE FRANCHISE PENALTIES.

a. Subject to federal law, This cable franchise may be revoked by the City following procedures described in this Section 17 for the following reasons:

- i. For making material false or misleading statements in, or for material omissions from, any application or proposal or other filing made with the City;
- ii. For repeated failure to maintain signal quality under the standards prescribed by the Public Service Commission of West Virginia;

- iii. For any sale, lease, assignment or other transfer of its cable franchise without the consent of the City as proscribed in Section 19 of this Agreement;
- iv. Except when commercially impracticable, for unreasonable delay in construction or operation, as well as for unreasonably and intentionally withholding of the extension of Cable Service to any person in the franchise Service Area in contravention of the provisions of Section 5 of this Agreement;
- v. For material violation of the terms of its Cable Franchise;
- vi. For failure to substantially comply with WVA Code § 24D-1-1 et seq. or any rules, regulations or orders prescribed by the Public Service Commission of West Virginia;
- vii. For substantial violation of its filed schedule of terms and conditions of service; and
- viii. For engaging in any unfair or deceptive act or practice.

b. In lieu of, or in addition to, the relief provided by subsections (a) hereof, the City may fine a cable operator, for each violation under the provisions of this section, pursuant to the notice and hearing procedures set forth in subsections (c) through (f) of this Section 17, in an amount not less than fifty dollars nor more than five thousand dollars for each violation. Each day's continuance of a violation may be treated as a separate violation.

c. Notice of Violation. In the event that the City believes that the Company has not complied with the terms of the Franchise, it shall notify the Company in writing of the exact nature of the alleged default.

d. Company's Right to Cure or Respond. The Company shall have sixty (60) days from receipt of the notice described in Section 17(c): (a) to respond to City contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, to initiate reasonable steps to remedy such default and to notify City of the steps being taken and the projected date that they will be completed.

e. Public Hearing. In the event that the Company fails to respond to the notice described in Section 17(c) pursuant to the procedures set forth in Section 17(d), or in the event that the alleged default is not remedied within one hundred twenty (120) days after the Company is notified of the alleged default pursuant to Section 17(c), the City shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no fewer than five (5) business days therefrom. The City shall notify the Company of the time and place of such meeting and provide the Company with an opportunity to be heard.

f. Enforcement. Subject to applicable federal and state law, in the event the City determines, after such meeting, that the Company is in default of any provision of the Franchise, the City may:

- i. Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as the City reasonably determines is necessary to remedy the default;
- ii. Commence an action at law for monetary damages or seek other equitable relief;
- iii. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked pursuant to Section 16(b) of this Agreement; or
- iv. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

g. Acts of God. Company shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

18. RENEWAL OF CABLE FRANCHISE.

This cable franchise may be renewed by the City upon approval of the Company's application or proposal therefor and in accordance with the provisions of state and federal law. The form of the application or proposal shall be prescribed by the Public Service Commission of West Virginia. The application or proposal shall be the same fee prescribed for franchise applications, and the periods of renewal shall be not less than five nor more than twenty years each, unless otherwise prescribed by state or federal law. The City shall require of the applicant full disclosure, including the proposed plans and schedule of expenditures for or in support of the use of public, educational or governmental access facilities.

19. ASSIGNMENT OR TRANSFER OF CABLE FRANCHISE.

This franchise including the rights, privileges and obligations thereof may not be assigned, sold, leased, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, including a transfer of control of any cable system, whether by change in ownership or otherwise, except upon written application to and approval of the City. The form of application for transfer shall be prescribed by the Public Service Commission of West Virginia. Such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Company in the Franchise or Cable System in order to secure indebtedness.

20. NON-DISCRIMINATION.

As a condition to receiving a franchise from the City, the Company covenants and agrees that it shall not discriminate in any employment matter or any other matter against any person on account of age, race, religion, sex, physical handicap or country of natural origin.

21. REVIEW OF EQUIPMENT AND RECORDS.

a. Throughout the term of this agreement the City shall have the right, during normal business hours, to inspect all lines, equipment, fixtures and facilities owned or operated by the Company pursuant to the terms of this agreement. The City shall also have the right, during normal business hours, to inspect all records and reports maintained by the Company and either under the control or direction of the Company or any of its agents, employees or affiliates, wherever said agreements, contracts, records and reports may be located; subject to the subscriber privacy provisions of the Cable Communications Act of 1984, applicable federal law, and excepting proprietary and confidential information. Notwithstanding anything to the contrary set forth herein, the Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed to it by the Company as confidential, and to disclose it only to employees, representatives, and agents of the City that have a need to know, or in order to enforce the provisions hereof. With the exception of salaries and wages of employees of the Company, which shall be paid by the Company, all expenses incurred in conducting such inspections and reviews of the equipment and records of the Company shall be at the expense of the City.

b. The Company shall file with the City, upon request, copies of all reports of its financial technical and operational condition and its ownership required by state or federal law. The reports, as required to be filed with federal and state agencies and authorities shall be kept on file open to the public.

c. The City or its designated agent(s) shall have access to all books of account and records of the Company, its affiliates, parent(s) or subsidiary(ies) through which expenses or revenues may flow. Such access shall be for the purpose of ascertaining the accuracy of any and all reports, accounts or payments due or made to the City, or for purposes deemed necessary by the Public Service Commission of West Virginia.

22. CANCELLATION.

a. The Company shall have the right to annul and rescind this agreement only in the event that the operation of the system herein provided for is prohibited by law.

b. This franchise is granted upon the express condition that if the Company shall neglect, refuse or fail to do, perform or observe any of the material conditions, agreements, provisions, or terms, as set forth herein, including, but not limited to the timely payment of the Franchise Fee as fixed and assessed in accordance with this agreement, and such neglect, failure or default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Company, then, and in such event, the City shall have the right, and does hereby reserve the right, at its option, after reasonable notice and public hearing, to terminate all of the rights and privileges granted herein. and any additions to or amendments hereof, unless such performance of the provisions is the subject of a pending good faith dispute, or being contested before a Court of competent jurisdiction by the Company, and declare the same at an end, without prejudice to any remedies the City may have.

23. MISCELLANEOUS.

a. If any provision of this agreement or the application thereof to any person, firm or corporation is held invalid by any Court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this agreement and to this end the provision of this agreement are declared to be severable.

b. This agreement shall be interpreted according to the laws of the State of West Virginia.

c. The Company agrees to abide by all applicable state and federal laws, rules, and regulations.

24. NOTICE.

All notices and other communications hereunder shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage prepaid to the following respective addresses:

To the City:
City of Buckhannon
70 E Main Street
Buckhannon, WV 26201
Attn: Mayor

To the Company:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs

With a copy to:

Cequel III Communications II, LLC
c/o Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

Notwithstanding anything herein to the contrary, all regulatory notices from the Company to the City may be served electronically upon the City, instead of by first class mail as described above, to an email address provided by the City.

25. Pursuant to the Charter of the City of Buckhannon, this Ordinance shall be deemed effective by the Council of the City of Buckhannon thirty (30) days following the third (3rd) reading, passage and adoption by the Council of the City of Buckhannon, i.e., September 2, 2023; however, once effective this Ordinance shall be deemed to have granted a renewal of the franchise rights described herein on and from July 1, 2023.

FIRST READING:	June 15, 2023
SECOND READING:	July 6, 2023
THIRD READING,	
PASSAGE AND ADOPTION:	August 3, 2023



Robert N. Skinner, III, Mayor

CERTIFICATE OF ENACTMENT

I, Randall H. Sanders, City Recorder, do hereby certify that the foregoing Ordinance No. 464 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on August 3, 2023.



Randall H. Sanders, City Recorder

Accepted this _____ day of _____, 2023, subject to applicable federal, state and local law.

CEQUEL III COMMUNICATIONS II, LLC

By: _____
Jim Campbell
Vice President, Government Affairs

Motion to move G.2 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill to the table for discussion and/or vote was made by McCauley/Sanders. Motion carried.

Discussion took place led by Mr. McCauley who was concerned that the City of Buckhannon Water Board had not been a part of the discussion concerning the lease even though the North Buckhannon Water Tank is owned by the City of Buckhannon. Mayor Skinner suggested we offer a motion contingent upon the approval of acceptance by the Water Board.

Motion to approve *G.2 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill* contingent upon the acceptance of the lease terms by the City of Buckhannon Water Board was made by McCauley/Sanders. Motion carried.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated June 15, 2023, by and between the City of Buckhannon, West Virginia, (the "Landlord") and Cequel III Communications II, LLC dba Suddenlink Communications (the "Tenant").

WHEREAS, Landlord owns and desires to lease to Tenant pursuant to the terms of this Lease that certain parcel of real property located in the City of Buckhannon, Upshur County, State of West Virginia, commonly known as "North Buckhannon Water Tank Hill" and more specifically described on Exhibit A, attached hereto and made a part hereof, (the "Property"); and

WHEREAS, Tenant desires to lease a portion of the Property as more particularly described on Exhibit B, attached hereto and made a part hereof, (the "Premises") from Landlord pursuant to the terms of this Lease.

NOW, THEREFORE, In consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Landlord and Tenant hereby agree as follows:

Lease of Premises; Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon the terms and conditions set forth herein. The Premises may be used by Tenant and its Invitees in connection with its activities as a communications company or for any other lawful purpose.

Term; Commencement Date- Unless sooner terminated pursuant to the terms herein, the term ("Term") of this Lease shall be for a period of Seven (7) years commencing on June 1, 2023 (the "Effective Date") and ending on May 31, 2030.

Rental. Tenant shall pay to Landlord rent in the following amounts;

\$15,000 per year

Payable in advance in equal monthly installments on or before the first (1st) day of each month during the Term of this Lease at the address set forth below, or to such other address as Landlord may specify in writing. If Tenant is in possession of the Premises for only a portion of a month, the monthly rental shall be prorated for the number of days of Tenant's possession during such month. Upon execution of this Lease, Landlord shall provide Tenant a completed W-9 Form, attached hereto as Exhibit C and made a part hereof.

Taxes and Assessments Landlord shall be responsible for paying all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever (including ad valorem real property taxes) which may be taxed, charged, assessed, levied or imposed at any time or from time to time during the Term by any governmental authority solely upon or against the Premises or the operation, possession or use thereof. Tenant shall pay any personal property taxes levied against the property of the Tenant contained in the Premises, coming due during the Term.

Access: Quiet Possession. Landlord covenants and warrants that Tenant shall have (i) full and unrestricted access and adequate ingress to and egress from the Premises v'a public roads or streets; and (ii) peaceable and quiet enjoyment and possession of the Premises at all times throughout the Term, without any manner of hindrance or interference from Landlord or any persons claiming through Landlord. Landlord shall, at its own expense, promptly commence and diligently prosecute all appropriate actions, judicial or otherwise, that may be required to assure such quiet possession. Landlord covenants and warrants that it is the true and lawful owner of the Premises and has the unrestricted right, power and authority to enter into this Lease and perform fully in accordance with its terms.

Improvements. Consistent with local zoning and other land use requirements, Tenant may construct such improvements and may install such fixtures, furnishings, machinery and equipment, including, without limitation, a fence to enclose the Premises, a building, satellite signal reception dishes, towers and other communications equipment on the Premises as Tenant deems appropriate. Ownership of and title to any and all such improvements, fixtures, furnishings, machinery and equipment, howsoever any of the same may be affixed to the realty, shall at all times remain in Tenant.

Hazardous Wastes. Landlord covenants and warrants to Tenant that the Premises have not been used for the production, storage, deposit or disposal of radioactive or hazardous substances of any kind or nature, which substances, if found on the Premises, would subject the owner or any person holding any interest in the Premises to any damage, penalty or liability under any applicable local, state or federal law or regulation. Landlord shall defend, indemnify and hold Tenant harmless from and against any and all claims, demands, actions, judgments, costs (including, without limitation, reasonable attorneys' and experts' fees), losses, expenses and liabilities of every kind or nature whatsoever which may arise in connection with or result, directly or indirectly, from any of the matters covered in the preceding sentence.

Indemnification. Tenant shall indemnify and save harmless Landlord from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature ("Losses") arising from (i) Tenant's violation of this lease, or (ii) any act or omission of Tenant or its agents, contractors, subcontractors, licensees or invitees. Landlord shall indemnify and save harmless Tenant from and against any and all Losses arising from (i) Landlord's violation of this Lease, or (ii) any act or omission of Landlord or its agents, contractors, subcontractors, licensees or invitees.

Termination.

Tenant, at its sole option, shall have the right to terminate this Lease and all of Tenant's obligations hereunder:

in the event Tenant is prohibited or unduly hindered from using the Premises in the manner contemplated by Tenant as a consequence of any zoning or land use ordinance or any governmental order or decree, including revocation or nonrenewal of any license, permit or franchise to operate Tenant's facilities;

in the event all or any portion of the Premises is rendered unusable, in Tenant's sole discretion, by earthquake or other casualty or is taken by condemnation, eminent domain or other action by any governmental authority;

in the event Landlord defaults in the performance of any of its obligations

hereunder and fails to cure the same within thirty (30) days after Tenant has provided written notice thereof to Landlord or if such default is of such a nature that the same cannot be completely remedied or cured within such thirty (30) day period, in the event Landlord fails to commence and reasonably pursues curing such default within such thirty (30) day period; or

by providing Landlord at least sixty (60) days written notice of Tenant's determination, in Tenant's sole and absolute discretion, to terminate this Lease.

Landlord, at its sole option, shall have the right to terminate this Lease and all of Landlord's obligations hereunder in the event Tenant defaults in the performance of any of its obligations hereunder and fails to cure the same within thirty (30) days after Landlord has provided written notice thereof to Tenant or if such default is of such a nature that the same cannot be completely remedied or cured within such thirty (30) day period, in the event Tenant fails to commence and reasonably pursues curing such default within such thirty (30) day period.

At the expiration or earlier termination of this Lease, Tenant shall yield the Premises to Landlord in good order and in substantially the same condition as on the date hereof, ordinary wear and tear and fire or other casualty excepted.

Assignment. Tenant shall have the right to assign Tenant's interest under this Lease or sublet all or any portion of the Premises at any time and from time to time. This Lease shall run with the land. If Landlord sells or otherwise transfers or assigns its interest in this Lease and/or the Premises, such purchaser, transferee or assignee thereof shall be deemed to have assumed all of Landlord's obligations hereunder, and this Lease shall remain in full force and effect and be binding upon and enforceable against such party.

Condemnation. In the event any part of the Premises or common areas associated therewith, including parking areas, shall be taken under the power of eminent domain or condemnation by any legally constituted authority, and there remains a sufficient amount of space to permit Tenant, in its reasonable determination, to carry on its business in a manner comparable to which it has become accustomed, then this Lease shall continue, but the obligation to pay rent on the part of the Tenant shall be reduced in an amount proportionate to the area and relative value of the Premises taken by such condemnation. In the event all of the Premises shall be taken, or so much of the Premises taken that it is not feasible, in Tenant's reasonable determination, to continue a satisfactory operation of the business of the Tenant, then this Lease shall be terminated. Such termination shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Any award or compensation paid on account of any condemnation shall be payable solely to Landlord, other than such portion of the award attributable to Tenant's equipment and other improvements to the Premises, if any, which portion shall be payable to Tenant.

Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device (provided the sender receives printed confirmation of receipt), (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested

and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Landlord:	If to Tenant
City of Buckhannon	Cequel III Communications II, LLC
70 East Main Street	Dba Suddenlink Communications
Buckhannon, WV 26201	520 Maryville Centre Drive, Ste. 300
Attention: Mayor	St. Louis, MO 63141
Telephone: 304-472-1651	Attn: Legal Department
Facsimile: 304-472-4620	Telephone: (314) 315-9400
	Facsimile: (314) 315-9322

or to such other address as the parties may designate in writing.

23. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Subordination and Non-disturbance. This Lease shall at all times be subject and subordinate to the lien of any mortgage or any other security instrument and any extensions or replacements thereof that may now or hereafter be placed on the Premises by Landlord; provided, however, that Landlord shall have obtained from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that (i) so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under this Lease, its tenancy shall not be disturbed, nor shall this Lease be affected by any default under such mortgage; and (ii) the foreclosing mortgagee or any purchaser at such foreclosure sale (or purchaser in lieu of foreclosure) shall not have any greater rights with respect to the Lease or against Tenant than Landlord has under the Lease.

Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of the Landlord, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Recording. Upon the request of either party, a memorandum of this Lease accurately reflecting the terms of this Lease shall be executed by the parties and recorded with the appropriate recorder of deeds or equivalent office.

Termination of Previous Agreements. Landlord and Tenant agree that, as of the Effective Date, any and all prior agreements between Landlord and/or Landlord's predecessors in interest and Tenant

and /or Tenant's predecessors in interest, shall be terminated in their entirety, become null and void and of no further force or effect.

Headings, Meaning of Words, Entire Agreement. The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

Counterpart Signatures: Facsimile Signatures. This Lease may be executed in any number of counterparts and by different parties to this Lease on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

Governing Law. This Lease shall be governed by the laws of the state in which the Premises are located, without reference to such state's conflicts of laws principles.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the last day and year written below.

LANDLORD:
City of Buckhannon, WV

TENANT:
Cequel III Communications II, LLC
d/b/a Suddenlink

BY: Robert N Skinner III

BY: _____

Name: Robert N Skinner III

Name: Jennifer Yoke

Title: Mayor

Title: Senior Vice President, Chief Procurement Officer

Date: Aug 23, 2023

Date: _____

Exhibit A
The Property
(See Attached Description Provided By Landlord)

8 Hall Road
Buckhannon, WV 26201

DESCRIPTION OF SURVEY

A parcel situate in the Buckhannon Corporation District, Upshur County, West Virginia.

Beginning at a Found Chainlink Fence Post, from which a found 1/2" Rebar, corner of The City of Buckhannon, Deed Book 336 Page 201, bears S82-26-46E 185.37'; Thence with six partition lines S89-55-04E 30.30' to a Found Chain Link Fence Post;

Thence S18-44-37E 28.82' to a Found Chain Link Fence Post;

Thence S18-37-16W 35.22' to a Found Chain Link Fence Post;

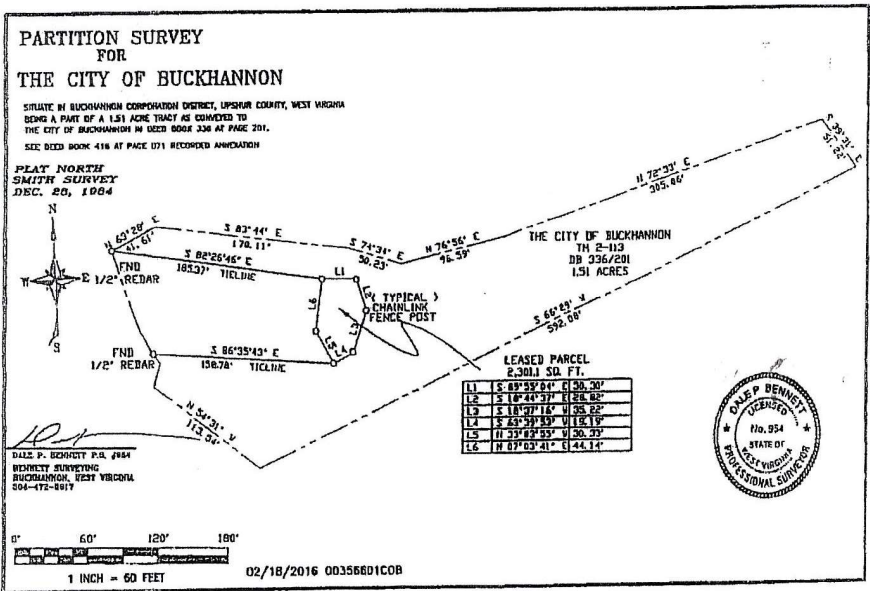
Thence S63-39-53W 19.19' to a Found Chain Link Fence Post;

Thence N33-03-55W 30.33' to a Found Chain Link Fence Post;

Thence N07-03-41E 44.14' to the point of beginning, containing 2,381.1 Square Feet, more or less.

Being a part of a 1.51 acre tract as conveyed to the City of Buckhannon in Deed Book 336 at page 201.

Description written by Dale P. Bennett, PS #954.



C.2 Dr. Joseph Reed – Green Bean Day Proclamation – Mayor Skinner recognized Dr. Reed who provided an overview on the upcoming Green Bean Day and activities.

Mayor Skinner then presented Dr. Reed the Green Bean Day Proclamation:

Green Bean Weekend Proclamation
City of Buckhannon, West Virginia
Upshur County Commission, West Virginia
August 3, 2023

- 1. Recognizing that hunger still exists in Upshur County and in Buckhannon;
- 2. Recognizing that green beans are a productive and nutritious vegetable crop that is easily grown and harvested;
- 3. Acknowledging that the many activities are a success in our fair city and county because of the multitude of volunteers who are the catalyst and workers in these activities;

Now, Therefore, We, Robert N. Skinner, III, Mayor of the City of Buckhannon and Kristie Tenney, President of the Upshur County Commission, do hereby proclaim August 11 & 12, 2023, as the Seventh Annual Green Bean and Volunteerism Weekend;

And urge all citizens of our City & County to **grow green beans** or to go to the Farmer’s Market and purchase green beans, snap them, and deliver them to the Parish House to help feed those who are in nutritional need this year and the next.

We invite the cooks to enter the Green Bean Cook-off at the Festival Fridays Event on August 11, 2023. Sign up at the Chamber of Commerce on Main Street.

We invite all to the **Green Bean Stroll** on August 12, 2023 at 9:00 AM at the Elizabeth J. Poundstone Riverwalk Trail to walk, run, ride a wheelbarrow, stroller, wheel chair, electric scooter for the handicapped, or any other non-motorized transportation to celebrate activity. Come and hear about Tennie Weenie Green Beanie, The Good Giant.

Sponsorship provided by the Upshur County Parish House and Create Buckhannon.

Robert N. Skinner, III, Mayor
City of Buckhannon

Kristie Tenney, President
Upshur County Commission

Mayor Skinner recognized Rodney Irvin spoke about the new Buckhannon Channel 3 office location with thanks to Amby Jenkins, Tom O’Neill and the City of Buckhannon for the support.

Mayor Skinner recognized Dennis Cortes who spoke about WAMSB. He felt the event was outstanding!

C.3 Lacy Ramsey Exec Director UCCVB – Mayor Skinner recognized Lacy Ramsey Executive Director of the UCCVB who provided an annual report and answered questions that were presented. This included a discussion led by Dr. Reed about how best to utilize the employees of local businesses to have them well versed in the local events to be able to answer potential questions by patrons.

Upshur County Convention & Visitors Bureau		Upshur County Convention & Visitors Bureau	
Profit and Loss		Profit and Loss	
July 2022 - June 2023		July 2022 - June 2023	
	TOTAL		TOTAL
Income			
INCOME	1,282.06		
Event Center Alcohol	16,924.29	111 Guard Fee	1,921.29
Event Center Rental	9,094.19	AMC & Contract Fee	3,137.00
AMC / Contract	3,761.80	Lease	14,615.76
Bartenders	994.00	Security	630.00
Cleaning Fee	3,669.00	Service Fee	2,120.66
Event Center Personnel	3,134.00	Total 111 Guard Fee	22,424.71
Sales Tax	1,123.62	112 Chamber Services	5,732.29
Security	980.00	112 Event Center Alcohol	10,849.16
Service Fee	1,816.67	Bar Cash	500.00
Work Crew	2,548.76	Total 112 Event Center Alcohol	11,349.16
Total Event Center Rental	27,122.04	Bank Service Fees	315.00
H-M Tax (County)	13,819.20	MARKETING EXPENSES	2,500.02
H/M Tax (City of Buckhannon)	105,759.72	201 Ad Design	402.50
Shared Expenses	426.00	202 Website Development	3,104.36
Sub-Lease	4,225.00	213 Direct Advertising	8,134.90
Total INCOME	169,558.31	301 Event Center Amenities	527.92
Interest Income	53.83	Partnership Projects	430.00
Total Income	\$169,612.14	Total MARKETING EXPENSES	15,099.70
GROSS PROFIT	\$169,612.14	Misc Expenses	1,149.24
Expenses		QuickBooks Payments Fees (185)	351.13
101 Salaries	7,212.87	registration and license	35.00
66000 Payroll Expenses	21,041.77	Sales Tax	6,643.27
Fines & Penalties	306.86	SBA Loan Payments	1,542.00
FUTA	13,388.85	WV Workers Comp	805.70
Gross Wages	29,038.72	Total Expenses	\$166,038.99
SUTA	2,246.59	NET OPERATING INCOME	\$3,573.15
Total 66000 Payroll Expenses	66,022.79	Other Income	
Work Crew	2,970.77	Vendor Refund	39.00
Total 101 Salaries	76,206.43	Total Other Income	\$39.00
102 Financial Review	6,000.00	NET OTHER INCOME	\$39.00
103 Utilities	3,130.07	NET INCOME	\$3,612.15
104 Phone, Fax & Internet	1,731.02		
105 Postage and Shipping	436.56		
106 Office Supplies	1,204.75		
107 Travel / Mileage / Trainings	529.68		
109 Memberships	1,453.28		
110 Rent	9,900.00		

Upshur County Convention & Visitors Bureau
Balance Sheet
As of June 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Advertising Account	0.00
Checking	26,685.16
Debit Card Account	0.00
Money Market Acc	0.00
Progressive Bank	0.00
Savings	108,791.08
Total Bank Accounts	\$135,476.24
Accounts Receivable	
11000 Accounts Receivable	2,397.13
Total Accounts Receivable	\$2,397.13
Other Current Assets	
12000 Undeposited Funds	0.00
Deposit on Films	0.00
Other Receivable	0.00
Prepaid Licenses & Permits	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$137,873.37
Fixed Assets	
Accumulated	-54,979.00
Furniture & Fixtures	60,222.34
Total Fixed Assets	\$5,243.34
TOTAL ASSETS	\$143,116.71

Upshur County Convention & Visitors Bureau
Balance Sheet
As of June 30, 2023

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
24000 Payroll Liabilities	-239.00
Federal Unemployment	99.56
Federal Withholding	1,392.20
Medicare Company	0.00
Medicare Employee	0.00
Social Security Company	0.00
Social Security Employee	0.00
State Unemployment	0.00
State Withholding	255.00
Total 24000 Payroll Liabilities	1,507.76
Prepaid Insurance	0.00
Total Other Current Liabilities	\$1,507.76
Total Current Liabilities	\$1,507.76
Long-Term Liabilities	
EIDL Loan	60,000.00
Total Long-Term Liabilities	\$60,000.00
Total Liabilities	\$61,507.76
Equity	
32000 Retained Earnings	77,996.80
Net Income	3,612.15
Total Equity	\$81,608.95
TOTAL LIABILITIES AND EQUITY	\$143,116.71

With no others asking to be recognized for comments, at 7:45 p.m., Mayor Skinner proclaimed the Public Comment Session closed.

D. Department & Board Reports

D.1 Public Works Director- Jerry Arnold: Mayor Skinner recognized Mr. Arnold who gave thanks to the City Employees for their work during the spring/summer seasons for three major events that were held in Buckhannon. A brief Q&A also took place.

D.2 Finance Director - Amberle Jenkins: Mayor Skinner recognized Finance Director, Amberle Jenkins, who provided the following financial report:

Amby report 8-3-23			
Balances July, 2023			
General Fund mm checking	\$744,605.26	CD \$86,550	
Historic Landmark savings	\$3,028		
Stockert Youth Center Capitol Campaign		\$443,159 + 12,000 pledge =	\$455,159
Coal Tax	\$32,816		
Municipal Stabilization Fund	\$918,737		
Flood Control Acct	\$78,313		
Consolidated Public Works Board	\$162,008	Cem CD	\$235,332
Sales Tax	\$1,155,805		
American Rescue Plan Acct	\$1,683,554		
July Revenues \$860,726. Expenses \$739,644			
We moved \$500,000 from sales tax to GF			
We received \$595,985 in sales tax.			

CAC report

A seating fundraiser has been launched. A plaque can be placed on a seat for \$250.

David Hartley, WVWC new technical director is assisting with recommendations for the balcony sound. AF Wendlings is committing \$2000 toward that project.

Anne Wilson attended a grant workshop this week and is looking to apply for grant that may be used for the CAC programs and space.

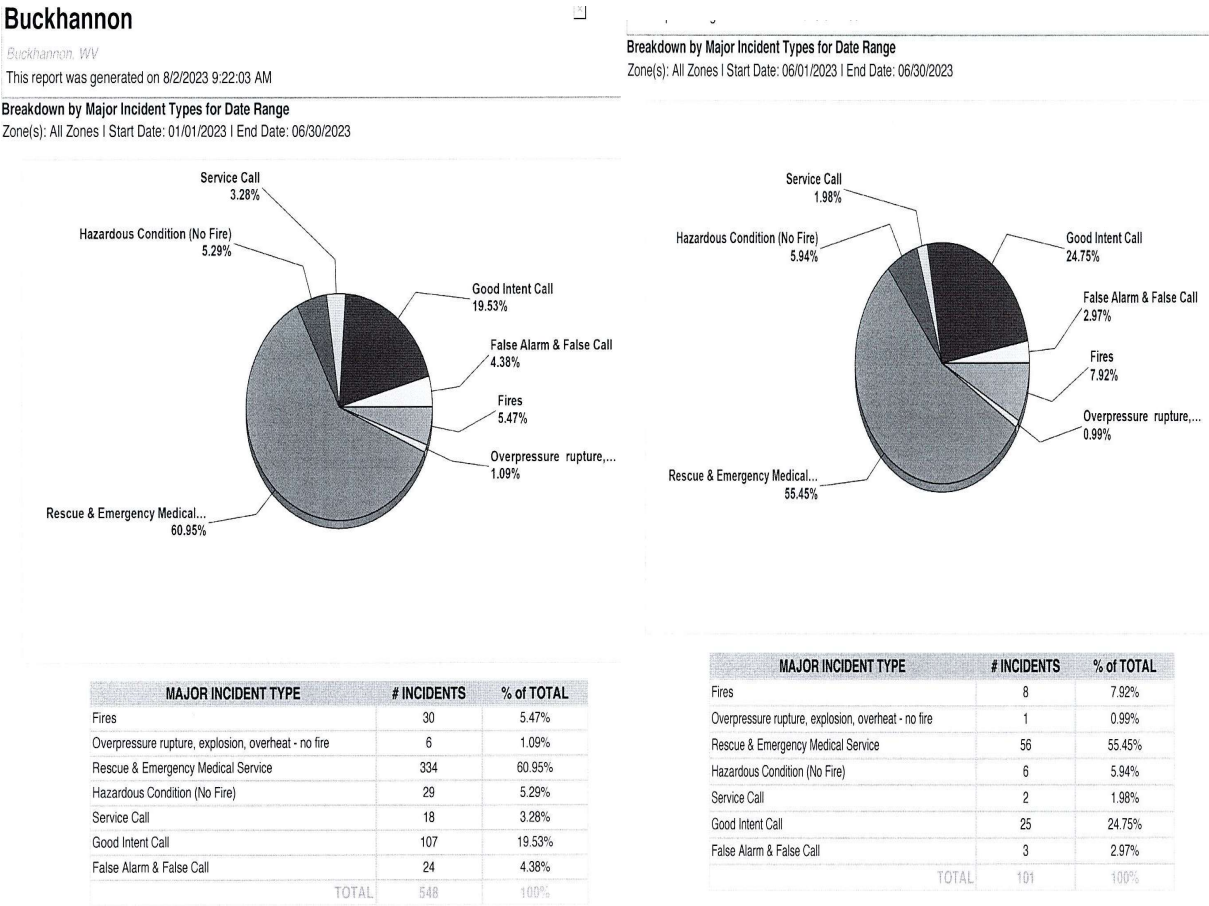
Rustic Mechanicals performed The Comedy of Errors on July 7th and was a big hit.

SYCC Camp Buccaneer held a small talent show in the CAC in July. 50 youth participated.

Property Demolition (REAP Grant) update:

The two problem properties buildings on Nona and Ambrose have been demoed.

D.3 Fire Chief – JB Kimble: Mayor Skinner recognized Fire Chief – JB Kimble who provided the following report, which included an expanded report on WAMSB, thanking all of the various agencies that assisted. He noted that most all of the international visitors were able to stop by the Safety Complex and visit both the Fire Department and the Police Department.



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2023 | End Date: 06/30/2023

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	7.92%
Overpressure rupture, explosion, overheating - no fire	1	0.99%
Rescue & Emergency Medical Service	56	55.45%
Hazardous Condition (No Fire)	6	5.94%
Service Call	2	1.98%
Good Intent Call	25	24.75%
False Alarm & False Call	3	2.97%
TOTAL	101	100%

- D.4 City Attorney- Tom O’Neill:** Mayor Skinner recognized City Attorney- Tom O’Neill who provided updates on the following:
- McCoy Property Zoning Issue– possible resolution
 - Valley Green Issue
 - Water Board to discontinue flushing hydrants
 - WVWC Property matter – working with college properties. Surveys are necessary. Dale Bennett will provide preliminary cost of survey. College will share costs. Walk trail property may have issues.
 - The vacant lot to Cleveland Avenue Parcel 3-1-117
 - Rusty Webb will appear at next meeting to update us on opioid settlement.

Without objection, **G.5 Discussion/Possible Vote to Accept Vacant Lot on Cleveland Avenue Parcel 3-1-117- Resolution 2023-09** was moved to the table for discussion and/or vote.

Motion to express Council’s interest in entertaining the G.5 Discussion/Possible Vote to Accept Vacant Lot on Cleveland Avenue Parcel 3-1-117- Resolution 2023-09 at a future meeting was made by McCauley/Thomas. Motion carried.

E. Correspondence & Information – The Mayor reviewed the following with Council:

E.1 Notice of Public Hearing of the City Council RE: Proposed Adoption of Ordinance No. 464 Renewing the Franchise of Cequel III Communications II, LLC dba Optimum

CITY OF BUCKHANNON

NOTICE OF PUBLIC HEARING

CEQUEL III COMMUNICATIONS II, LLC dba OPTIMUM

Application for renewal of cable franchise

Authority within the City of Buckhannon

On March 22, 2023, Cequel III Communications II, LLC, a Delaware limited liability company, doing business as Optimum, filed an application for Renewal of its franchise to operate a Cable Television system within the municipal boundaries of the City of Buckhannon, West Virginia. Optimum seeks a ten (10) year renewal of its non-exclusive cable franchise.

The City of Buckhannon will hold a PUBLIC HEARING on proposed Ordinance No. 464 - Renewing the franchise of Cequel III Communications II, LLC dba Optimum for the construction and operation of a Cable System - on Thursday, August 3, 2023 at 7:00 p.m. in the City Council Chambers at Buckhannon City Hall, 70 East Main Street, Buckhannon, West Virginia.

Anyone wishing to comment on Optimum’s application or on proposed Ordinance No. 464 may do so in person at that time and place, or in writing directed to **City of Buckhannon, 70 East Main Street, Buckhannon, West Virginia 26201**. Any comments must be received by that time in order to be considered.

CITY OF BUCKHANNON

Posted 06/16/23
Publish RD 06/28/23, 07/05/23

E.2 Charles Gibson Library Director’s Report July 2023

July 2023
Building Use Statistics

	April	May	June
Door Count:	471	550	625
Public Computer:	68	43	39
Ref. Transactions:	0	0	0
Notary Service:	11	5	6
Wi-Fi Pass:	65	48	68
Microfilm:	0	0	0
Curbside:	0	0	0

Money Drawer Report

	April	May	June
Donations:	\$54.84	\$46.11	\$53.50
Memorials/Restricted:	\$75.00	\$30.00	\$0.00
Copies:	\$55.90	\$84.85	\$36.95
Faxes:	\$56.00	\$56.50	\$78.00
Book Sale:	\$13.00	\$17.50	\$10.00
Billed / Lost Mats:	\$0.00	\$15.00	\$45.50
Lamination:	\$1.00	\$2.00	\$4.00
Total:	\$255.74	\$251.96	\$227.95

Upcoming Dates

- July 18
- Board of Trustee’s Meeting
- July 22
- Library Closed – Grand Feature Parade of Nations
- July 31
- End of Summer Reading Program – Prize Drawings

June 12-July 21 Weekly Activities for Summer Reading Program. Readers can log reading time at any time throughout this period.

- August 4-5
- Annual Yard/Booksale (8:00am to 4:00pm)
- August 8
- Board of Trustee’s Meeting
- August 12
- Teatime Book Discussion
- August 17
- Start of School Year
- August 25-27
- RiverFest
- September 2-4
- Library Closed: Labor Day Weekend

E.3 City Council Invite to the Upshur County Commission Meeting on 08/10/23

The Buckhannon City Council has been invited to attend the Upshur County Commission meeting on Thursday, August 10, 2023 at 10:00 am at the Upshur County Courthouse. An executive session will be held regarding the Upshur County Commission Requesting Assistance with the Demolition of 3 Structures along Chancery & S Locust Streets and Paving of the Vacant Sites.

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

June 15, 2023

City of Buckhannon
Attn: City Council of Buckhannon
70 East Main Street
Buckhannon, WV 26201

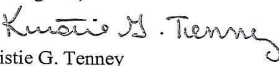
Dear Council Members,

As you are aware, the Upshur County Commission purchased several properties from Mr. Gary Evans along Chancery and South Locust Streets during the latter part of 2022. Our goal is to demolish the structures situated at 18 South Locust Street (brick structure used for apartments), 6 Chancery Street (yellow residence) and 12 Chancery Street (brown residence). Once demolished, the area will be utilized for parking and as open space during the foreseeable future. However, this area will also allow for future expansion if deemed necessary.

While exploring demolition possibilities, the Upshur County Commission would like to request the assistance of the City of Buckhannon with the demolition of these three structures and paving of the sites thereafter. The removal of the brick apartment building will be exceptionally beneficial to the downtown Buckhannon area as this will allow for potential expansion of Route 20 between the Courthouse and Citizen's Bank. The other two structures create undesirable liability while sitting vacant and are not conducive for office space. We are fortunate to have an almost fully occupied Main Street; however, as downtown businesses generate more traffic, we are seeing an increased need for parking. Therefore, a working partnership on this project would benefit not only the residents of Upshur County but also the local businesses and visitors.

If you have any questions, please feel free to contact our office.

Best regards,


Kristie G. Tenney
Commission President

E.4 Foster's Marketing Group, Inc.-Letter to ABCA regarding Special Events (WAMSB) License Application

West Virginia Alcohol and Beverage Commission
900 Pennsylvania Avenue
Charleston, WV 25302

Wednesday, July 12, 2023

To Whom It May Concern:

This letter concerns Foster's Marketing Group's request for a Special Events, Fairs and Festival license application with your administration.

The City of Buckhannon, a municipal corporation located within Upshur County, West Virginia endorses the World Association of Marching Show Bands, an event taking place July 17-24, 2023.

The City of Buckhannon finds no violation of any local ordinance for the applicant's event. Should you have questions or need additional information, please contact my office at 304-472-1651.

Sincerely yours

Robert N. Skinner, III
Mayor, City of Buckhannon

E.5 FOIA Request from Robert Brunswick re: BPD Records dated 12/2015 E.6 FOIA Request from Meadows Law Office re: Building Permits/Inspections/Contractor Info at 49 South Florida Street

F. Consent Agenda - Mayor Skinner presented an overview of the following to Council:

F.1 Approval of Minutes -Regular Meeting 01/19/23, 02/02/23

F.2 Approval of Building and Wiring Permits



Permit Fee Report # 75930-#75963

07/06/2023 - 08/03/2023

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
----------	----------------	-------------------	--------------------	-------------	--------------	------------	--------------------------	---------------------	----------------------	-------------------	-----------------	------------------------------------	--------------------

Group: Commercial Electrical Fee

75962	DELMAR LIGHT	102 E MAIN APT 9		RECONNECT INSPECTION	0.00	100.00	Commercial Property	No		Yes	Zone AE	No	No
75963	EUGENIA SUDER	14 S KANAWHA		INTERIOR REMODAL, GUT OUT, NEW PLUMBING AND ELECTRICAL	30,000.00	100.00		Yes - If yes attach report		Yes	N/A	No	No
75953	STONE TOWER BREWS	5 E MAIN ST	ARCOR MECHANICAL SYSTEMS, LLC	REPLACED 2 RECEPTACLES IN KITCHEN	589.89	100.00	Commercial Property	No		Yes	N/A	No	No
					30,589.89	300.00							

Group Total: 3

Group: Commercial-Industrial (nonresidential)

75961	Poling St Clair Funeral Home	95 S Kanawha St	REGER COMPANIES, LLC	Re-Roof remove shingles replace with shingles	47,000.00	352.50		Yes - If yes attach report		Yes	N/A		
75963	EUGENIA SUDER	14 S KANAWHA		INTERIOR REMODAL, GUT OUT, NEW PLUMBING AND ELECTRICAL	30,000.00	225.00		Yes - If yes attach report		Yes	N/A	No	No
75955	Community Care of WV	22 N Locust Street	HIGH POINT CONSTRUCTION	Install new roof sheathing & flintlastic on low slope roof (laundry area) over the titanium underlayment & drywall	14,500.00	123.25		No		Yes	N/A	No	
75956	Community Care of WV	37 W Main Street	Wares Glass & Awning LLC	Replacement Office Front Window & Two Doors	32,575.08	244.31		No		Yes	N/A	No	
75952	STATE OF WV - DOH	RT 33/ BRUSHY FORK XING	WV SIGNAL & LIGHT, INC.	REPLACING STOP LIGHTS - TYING INTO EXISTING ELECTRICAL SERVICE	220,460.60	1,212.53		No		No	N/A	No	No
75944	Buckhamnon Housing	HINKLE DR UNIT 93-95	JD BUILDERS JOSHUA DEAN	METAL OVER SHINGLES	9,900.00	94.05		No		No	N/A	No	No

	Authori ty												
759 38	Premier Properti es	37 S Florida St		Repair stucco that has fallen off building	1,999.0 0	15.0 0		No		No	Zone AE	Yes-Elevat ion Cert. Not Requi red	
759 35	Top Line Properti es	42 S Florida St	ULTIMATE ROOFING WV LLC	REMOVE RUST TIN, NO COATING REPLACE W/ SHINGLES	12,000. 00	102. 00		No		Yes	N/ A	No	
759 36	FOSTE RS MARKE TING GROUP	23 E MAIN ST		PHASE 1 BLACKTOP	4,000.0 0	38.0 0		No	6/14/ 2023	Yes	N/ A	No	No
759 37	Wal- Mart	100 Buckha nnon Crossro ads	AFFORDABLE ASPHALT MAINTENANCE CORP	Milling & Paving of Existing Parking Lot (Replacement of asphalt)	480,000 .00	2,64 0.00				No	Zone AE	Yes-Elevat ion Cert. Not Requi red	
759 30	Jody Light	15 N Kanaw ha St	WRIGHT ROOFING LLC	Recoat/Seal Flat Roof	6,000.0 0	57.0 0		No		Yes	N/ A	No	
					858,43 4.68	5,10 3.64							

Group Total: 11

Group: Residential (non-commercial)

759 58	Safwat Attia	21 Gate St	Sunny Side Construction	Enclosing Existing Carport, Concrete Patio Slab & Steps 24'x12'	12,000. 00	132. 00			7/24/ 2023	No	Zone AE	Yes - If yes attach report	
759 59	Heathe r Queen	7 Green St		Replacement Windows (3)	999.00	10.0 0		No		No	Zone AE	Yes-Elevat ion Cert. Not Requi red	
759 57	CINDY KING	104 SMITH FIELD ST	LEIGH ENTERPRISES LLC	REROOF SHINGLES	15,000. 00	165. 00		Yes - If yes attach report		Yes	N/ A	No	No
759 54	HELEN SUMME RS	23 MONO NGALI A ST	LEIGH ENTERPRISES LLC	REROOF- SHINGLES REPLACEMENT	4,000.0 0	44.0 0		Yes - If yes attach report		No	Zone AE	No	No
759 51	Dean Everett	84 Camde n Ave	Gary Brown-- By Grace Handyman Service	Metal over Shingle	1,800.0 0	19.8 0		No		No	N/ A	No	
759 49	BUCKH ANNON HOUSI NG AUTHO RITY	70-72 HINKLE DR		REROOF METAL OVER SHINGLES	6,429.0 0	70.7 2		No		No	N/ A	No	No
759 50	BUCKH ANNON HOUSI NG AUTHO RITY	81-83 HINKLE DR		REROOF- REPLACE SHINGLES W. METAL	7,229.0 0	79.5 2		No		No	N/ A	No	No

75947	DANIEL TENNEY	128 RAILROAD AVE		PAINT CEILING AND OUTSIDE OF HOME 6FT FENCE	900.00	10.00		No		No	Zone AE	No	No
75948	MICHAEL ONESTO	22 PINNELL ST		DRYWALL CEILING AND TEXTURE/MUDDING/PAINT	999.00	10.00		No		No	N/A	No	No
75946	DANIEL TENNEY	126 RAILROAD		FENCE 6FT CHAIN LINK-INSTALL BACKDOOR AND STEPS (STOOP)	1,500.00	16.50		No	7/19/2023	No	Zone AE	No	No
75945	HELEN SUMMERS	23 MONONGALIA ST	LEIGH ENTERPRISES LLC	REPLACEMENT OF DECK FLOOR WITH CONCRETE	1,000.00	11.00		No		No	Zone AE	No	No
75943	BUCKHANNON HOUSING AUTHORITY	74 HINKLE DR	JD BUILDERS JOSHUA DEAN	REROOF; REPLACE SHINGLES W. METAL	7,300.00	80.30		Yes - If yes attach report		No	N/A	No	No
75941	PETER NEKHAY	52 UPPER DR	WRIGHT ROOFING LLC	REROOF-REMOVE SHINGLES REPLACE WITH SHINGLES	7,000.00	77.00		Yes - If yes attach report		No	N/A	No	No
75942	JOHN CVECHKO	85 S FLORDIA	Crites Electric, Inc.	INSTALL GENERATOR on pad	8,821.00	97.03		No	7/14/2023	Yes	N/A	No	No
75940	Liva Tucker	98 W Lincoln St		Generator Install on Concrete Pad "30x52"	10,204.00	112.24	B2 Single Family Residential (500 sq ft)		8/2/2023	No	N/A	No	
75939	Michael Onesto	22 Pinnell St		Fence Enclosure 6' for Pool	300.00	10.00			7/28/2023	No	Zone AE	Yes-Elevation Cert. Not Required	
75933	BUCKHANNON HOUSING AUTHORITY	HEAD START #1; HINKLE DR	JD BUILDERS JOSHUA DEAN	REROOF; METAL OVER SHINGLES	12,931.00	142.24		No		No	N/A	No	No
75934	BUCKHANNON HOUSING AUTHORITY	76/78 HINKLE DR	JD BUILDERS JOSHUA DEAN	REROOF; REPLACE SHINGLES W/ METAL	11,200.00	123.20		Yes - If yes attach report		No	N/A	No	No
75931	Daniel Lutsch	40 Bogges St	Titan Roofing	Re-Roof and Gutter Install	38,771.00	348.94		Yes - If yes attach report		No	N/A	No	
75932	Robert Hill	15 Pinnell St	SUPERIOR ENVIRONMENTAL/ASBESTOS	ReRoof to Metal Roof	14,102.36	155.13		Yes - If yes attach report		No	Zone AE	Yes-Elevation Cert. Not Required	

					162,485.36	1,714.62							
--	--	--	--	--	------------	----------	--	--	--	--	--	--	--

Group Total: 20

Group: Residential Electrical Fee

75960	VALERIE SNOW	76 SMTHFIELD	LET THERE BE LIGHT, LLC	RELOCATING ELECTRICAL SERVICE	900.00	100.00	B2 Single Family Residential (500 sq ft)	No		Yes	N/A	No	No
75940	Liva Tucker	98 W Lincoln St		Generator Install on Concrete Pad "30x52"	10,204.00	100.00	B2 Single Family Residential (500 sq ft)		8/2/2023	No	N/A	No	
75942	JOHN CVECHKO	85 S FLORDIA	Crites Electric, Inc.	INSTALL GENERATOR on pad	8,821.00	100.00		No	7/14/2023	Yes	N/A	No	No
					19,925.00	300.00							

Group Total: 3

Group: Zoning Application Fee

75958	Safwat Attia	21 Gate St	Sunny Side Construction	Enclosing Existing Carport, Concrete Patio Slab & Steps 24'x12'	12,000.00	20.00			7/24/2023	No	Zone AE	Yes - If yes attach report	
75946	DANIEL TENNEY	126 RAILROAD		FENCE 6FT CHAIN LINK-INSTALL BACKDOOR AND STEPS (STOOP)	1,500.00	20.00		No	7/19/2023	No	Zone AE	No	No
75942	JOHN CVECHKO	85 S FLORDIA	Crites Electric, Inc.	INSTALL GENERATOR on pad	8,821.00	20.00		No	7/14/2023	Yes	N/A	No	No
75939	Michael Onesto	22 Pinnell St		Fence Enclosure 6' for Pool	300.00	20.00			7/28/2023	No	Zone AE	Yes-Elevation Cert. Not Required	
75940	Liva Tucker	98 W Lincoln St		Generator Install on Concrete Pad "30x52"	10,204.00	20.00	B2 Single Family Residential (500 sq ft)		8/2/2023	No	N/A	No	
					32,825.00	100.00							

Group Total: 5

					1,104,259.93	7,518.26							
--	--	--	--	--	--------------	----------	--	--	--	--	--	--	--

F.3 Approval of Payment of the Bills

08-02-2023 11:56 AM		DISBURSEMENTS 7-1-23 to 7-31-23			PAGE: 1
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
ECONOMIC DEVELOPMENT	UPSHUR COUNTY DEVELOPMENT	402-567-00	ECONOMIC DEVELOPMENT	FY 2023-24 BUDGET 1ST HALF	20,000.00
				TOTAL:	20,000.00
MAYOR'S OFFICE	ENCOVA INSURANCE	409-226-00	MAYOR'S INSURANCE &	WCN6007140 4/3/23-7/5/23	6.82
	CITY OF BUCKHANNON	409-341-00	MAYOR'S SUPPLIES & M	CASH FOR FUEL TRAVEL BUSES	500.00
		409-341-00	MAYOR'S SUPPLIES & M	CASH FOR FUEL TRAVEL BUSES	200.00
	WV PUBLIC EMPLOYEES INSURANCE	409-105-00	MAYOR'S INSURANCE	GF JULY 2023 HEALTH INS	1,707.96
	ASCAP	409-341-00	MAYOR'S SUPPLIES & M	LICENSE FEE 7/1/23- 6/30/2	420.00
	WV MUNICIPAL LEAGUE	409-226-00	MAYOR'S INSURANCE &	2ND QTR RATE CHANGE	0.30
		409-222-00	MAYOR'S DUES	2023-24 ANNUAL DUES	1,866.96
	WV PUBLIC EMPLOYEES RETIREMENT	409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION	75.01
		409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION	60.92
		409-106-00	MAYOR'S RETIREMENT	WV RETIRE TIER2 CONTRIBUTION	18.01
	BUCKHANNON POSTMASTER	409-218-00	MAYOR'S POSTAGE	PERMIT #10 POSTAGE	750.00
	DISBURSEMENTS ACCOUNT-ALL DE	409-105-00	MAYOR'S INSURANCE	GF JULY HSA FOR EMPLOYEES	4,000.00
	COLLECTION ACCOUNT	409-341-00	MAYOR'S SUPPLIES & M	JUNE 2023 CC FEES	2,096.79
	TOSHIBA FINANCIAL SERVICES	409-341-00	MAYOR'S SUPPLIES & M	JULY 2023 CITY HALL COPIER	149.49
08-02-2023 11:56 AM		DISBURSEMENTS 7-1-23 to 7-31-23			PAGE: 2
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	JERRY HEARD ASSC.	409-341-00	MAYOR'S SUPPLIES & M	8.5X11 COPIER PAPER	588.32
	WALMART STORES INC -BUCKHANNON	409-341-00	MAYOR'S SUPPLIES & M	BATTERIES & CONTACT PAPER	18.33
	INTERNAL REVENUE SERVICE	409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED	50.96
		409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED	89.03
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHED	11.92
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHED	20.83
	MATTHEW BENDER & CO., INC	409-341-00	MAYOR'S SUPPLIES & M	WV ADVANCE CODE SVC 23-24	323.41
		409-341-00	MAYOR'S SUPPLIES & M	WV CODE 2023 SUPP PKG, IND	312.85
	PAYFLEX	409-105-00	MAYOR'S INSURANCE	GF JULY HSA FEES	6.50
	U.S. POSTAL SERVICE (CMRS-FP	409-218-00	MAYOR'S POSTAGE	JULY 2023 POSTAGE	250.00
	FP FINANCE PROGRAM	409-218-00	MAYOR'S POSTAGE	JULY 2023 MAILER & INSTR P	94.30
	MUNICIPAL FINANCE OFFICERS A	409-341-00	MAYOR'S SUPPLIES & M	MEMBERSHIP 2023-24 MFOAWV	125.00
	RANDY JOHNSON	409-341-00	MAYOR'S SUPPLIES & M	REIMBURSE FOR FUEL	60.01
	COLLECTION ACCOUNT 2	409-341-00	MAYOR'S SUPPLIES & M	RECDESK JUNE CC FEES	112.31
	HDL COMPANIES NC	409-341-00	MAYOR'S SUPPLIES & M	JUNE 2023 CITY LICENSE COL	105.00
	FRONTIER	409-211-00	MAYOR'S TELEPHONE	472-1651-101515-4 CITY HAL	72.78
		409-211-00	MAYOR'S TELEPHONE	304-003-2273-060600-4	24.18
		409-211-00	MAYOR'S TELEPHONE	472-1651-101515-4 CITY HAL	72.78
		409-211-00	MAYOR'S TELEPHONE	304-003-2273-060600-4	24.18
	UNITED STATE TREASURY	409-341-00	MAYOR'S SUPPLIES & M	PENALTY FOR PYMT NOT PROC	1,156.87
	WBOY	409-341-07	NEA GRANT EXPENSE	ADS FOR WAMSB NEA GRANT	2,600.00
	LEE GREENWOOD	409-341-07	NEA GRANT EXPENSE	NEA GRANT EXPENSE WAMSB	5,000.00
	B&K RENTALS SALES CO INC	409-341-07	NEA GRANT EXPENSE	NEA GRANT EXP WAMSB BLEACHE	10,000.00
	FORMAX INC	409-341-00	MAYOR'S SUPPLIES & M	SVC CNTRCT RENEWAL BURSTER	345.00
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	2,281.19
				TOTAL:	35,598.01
COUNCIL	ENCOVA INSURANCE	410-226-00	COUNCIL INSURANCE (P	WCN6007140 4/3/23-7/5/23	6.82
	WV PUBLIC EMPLOYEES RETIREMENT	410-106-00	COUNCIL'S RETIREMENT	WV RETIREMENT CONTRIBUTION	18.00
	THOMAS J O'NEILL	410-223-00	PROFESSIONAL (LEGAL)	AUGUST 2023 CONTRACT ATTOR	1,250.00
		410-223-00	PROFESSIONAL (LEGAL)	JULY 2023 CONTRACT ATTORNE	1,250.00
	INTERNAL REVENUE SERVICE	410-104-00	COUNCIL'S F.I.C.A.	FICA WITHHELD AND MATCHED	62.00
		410-104-00	COUNCIL'S F.I.C.A.	MEDICARE WITHHELD & MATCHED	14.50
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	1,000.00
				TOTAL:	3,601.32
RECORDER	ENCOVA INSURANCE	411-226-00	INSURANCE/COMPENSATI	WCN6007140 4/3/23-7/5/23	6.82
	WV PUBLIC EMPLOYEES RETIREMENT	411-106-00	RECORDER'S RETIREMEN	WV RETIRE TIER2 CONTRIBUTI	17.29
	INTERNAL REVENUE SERVICE	411-104-00	RECORDER'S F.I.C.A.	FICA WITHHELD AND MATCHED	31.00
		411-104-00	RECORDER'S F.I.C.A.	MEDICARE WITHHELD & MATCHED	7.25
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	500.00
				TOTAL:	562.36
TREASURER	ENCOVA INSURANCE	413-226-00	TREASURER'S INSURANC	WCN6007140 4/3/23-7/5/23	6.82
	WV PUBLIC EMPLOYEES INSURANCE	413-105-00	TREASURER'S GROUP IN	GF JULY 2023 HEALTH INS	51.98
	WV PUBLIC EMPLOYEES RETIREMENT	413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	28.19
		413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	28.19
	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.	FICA WITHHELD AND MATCHED	19.42
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHED	4.54
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHED	4.54
	PAYFLEX	413-105-00	TREASURER'S GROUP IN	GF JULY HSA FEES	3.25
08-02-2023 11:56 AM		DISBURSEMENTS 7-1-23 to 7-31-23			PAGE: 3
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	626.36
				TOTAL:	792.71
COURT	ENCOVA INSURANCE	416-226-00	POLICE JUDGE INS BON	WCN6007140 4/3/23-7/5/23	12.00
	WV MUNICIPAL LEAGUE	416-226-00	POLICE JUDGE INS BON	2ND QTR RATE CHANGE	1.87
	INTERNAL REVENUE SERVICE	416-104-00	POLICE JUDGE FICA	FICA WITHHELD AND MATCHED	38.75
		416-104-00	POLICE JUDGE FICA	MEDICARE WITHHELD & MATCHED	9.06
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	625.00
				TOTAL:	686.68
CITY ENGINEER	ENCOVA INSURANCE	420-226-00	CITY ENGINEER INS &	WCN6007140 4/3/23-7/5/23	48.40
	WV PUBLIC EMPLOYEES RETIREMENT	420-106-00	CITY ENGINEER RETIRE	WV RETIREMENT CONTRIBUTION	74.10
		420-106-00	CITY ENGINEER RETIRE	WV RETIREMENT CONTRIBUTION	74.10
	INTERNAL REVENUE SERVICE	420-104-00	CITY ENGINEER FICA T	FICA WITHHELD AND MATCHED	51.51
		420-104-00	CITY ENGINEER FICA T	FICA WITHHELD AND MATCHED	51.51
		420-104-00	CITY ENGINEER FICA T	MEDICARE WITHHELD & MATCHED	12.05
		420-104-00	CITY ENGINEER FICA T	MEDICARE WITHHELD & MATCHED	12.05
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	1,646.60
				TOTAL:	1,970.32
REGIONAL DUES	REGION VII PLANNING PDC	435-222-00	REGIONAL DUES	ASSESSMENT DUES FOR FY 202	5,964.00
				TOTAL:	5,964.00
HOUSING	BUCKHANNON UTIL BOARDS	436-341-99	CLEAN UP ASSISTANCE	GOOD NBOR 108 E MAIN JULY	74.73
	SMOKEYJOE ENTERPRISES, LLC	436-354-00	HOUSING ENFORCEMENT	FINAL PYMT 6 AMBROSE & 11	11,760.00
		436-354-00	HOUSING ENFORCEMENT	1ST PMT DEMO 11 NONA 6 AMB	11,760.00
				TOTAL:	23,594.73
ZONING	ENCOVA INSURANCE	437-226-00	ZONING INSURANCE & B	WCN6007140 4/3/23-7/5/23	119.79
	WV PUBLIC EMPLOYEES INSURANCE	437-105-00	ZONING HEALTH INS	GF JULY 2023 HEALTH INS	440.98
	WV PUBLIC EMPLOYEES RETIREMENT	437-106-00	ZONING RETIREMENT	WV RETIREMENT CONTRIBUTION	135.00
		437-106-00	ZONING RETIREMENT	WV RETIREMENT CONTRIBUTION	135.00
	WV STATE FIRE MARSHALL	437-341-00	ZONING SUPPLIES	FEE FOR PROVISIONAL COMM C	75.00
	DISBURSEMENTS ACCOUNT-ALL DE	437-105-00	ZONING HEALTH INS	GF JULY HSA FOR EMPLOYEES	1,000.00
	INTERNAL REVENUE SERVICE	437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	93.00
		437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	93.00
		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHED	21.75
		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHED	21.75
	PAYFLEX	437-105-00	ZONING HEALTH INS	GF JULY HSA FEES	3.25
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	3,000.00
				TOTAL:	5,138.52
DATA PROCESSING	RAVEN ROCK NETWORKS INC	439-230-00	DATA PROCESSING	JULY 2023 IT SERVICE CONTR	375.00
	OPTIMUM B2B, DEPT. 1264	439-230-00	DATA PROCESSING	JULY 2023 CITY HALL INTERN	214.62
	TYLER TECHNOLOGIES INC	439-230-00	DATA PROCESSING	7/1/23 - 6/30/24 YRLY MNTA	7,572.12
		439-230-00	DATA PROCESSING	UTL BILL AUTOPAY, IVR, SIT	2,033.75
		439-230-00	DATA PROCESSING	UTL BILLING NOTIF CALLS	54.40
				TOTAL:	10,249.89
CITY HALL	MON POWER	440-213-00	CITY HALL UTILITIES	110088782062 70 E MAIN ST	1,206.95
		440-213-00	CITY HALL UTILITIES	110088782062 70 E MAIN ST	1,232.86
	ENCOVA INSURANCE	440-226-00	CITY HALL INSURANCE	WCN6007140 4/3/23-7/5/23	146.18
	WV PUBLIC EMPLOYEES INSURANCE	440-105-00	CITY HALL JANITOR IN	GF JULY 2023 HEALTH INS	51.98
	MOUNTAINEER GAS COMPANY	440-213-00	CITY HALL UTILITIES	269245-314199 1 S-FLORIDA	33.70

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	LOWES BUSINESS ACCOUNTS	440-216-00	CITY HALL MAINTENANC	PAINT & SPPLS CITYHALLEXT	39.27
		440-216-00	CITY HALL MAINTENANC	CONCRETE MIX CITY HALL EX	23.75
		440-216-00	CITY HALL MAINTENANC	WIRE BRUSHES CITYHAL	9.01
		440-216-00	CITY HALL MAINTENANC	PAINT CITY HALL EXTERIOR	34.40
		440-216-00	CITY HALL MAINTENANC	CONCRETE RMVR CITYHA	20.76
		440-216-00	CITY HALL MAINTENANC	SEALANT CITY HALL	25.29
	DODSON BROS EXTERMINATING CO	440-216-00	CITY HALL MAINTENANC	CONCRETE CLNR CITYHA	15.51
		440-216-00	CITY HALL MAINTENANC	JULY 2023 CITY HALL PEST C	33.00
	WV PUBLIC EMPLOYEES RETIREME	440-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	124.74
		440-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	125.48
	WALMART STORES INC -BUCKHANN	440-341-00	CITY HALL SUPPLIES	CLEANING SPLS CITY HALL	68.31
		440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	85.02
	INTERNAL REVENUE SERVICE	440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	85.53
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	19.88
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	20.00
		440-105-00	CITY HALL JANITOR IN	GF JULY HSA FEES	3.25
	ADVANTAGE TECHNOLOGY, LLC	440-459-00	CITY HALL CAPITAL	SECURITY CAMERAS CITY HAL	6,033.55
	COMFORTECH LLC	440-216-00	CITY HALL MAINTENANC	CITY HALL CHECK UNIT REGI	225.00
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	2,780.25
				TOTAL:	12,443.67
POLICE	ENCOVA INSURANCE	700-226-00	POLICE DEPT. INSURAN	WCN6007140 4/3/23-7/5/23	2,573.02
	WV PUBLIC EMPLOYEES INSURANC	700-105-00	POLICE DEPT. GROUP I	GF JULY 2023 HEALTH INS	8,592.76
	AUTO ZONE	700-343-00	POLICE DEPT. AUTO SU	CAR BATTERY	109.99
	SUPER SPLASH LLC	700-343-00	POLICE DEPT. AUTO SU	CAR WASHES JUNE 2023	20.00
	WV PUBLIC EMPLOYEES RETIREME	700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	2,198.95
		700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	2,128.19
	DISBURSEMENTS ACCOUNT-ALL DE	700-105-00	POLICE DEPT. GROUP I	GF JULY HSA FOR EMPLOYEES	21,000.00
	TENNERTON AUTO SERVICE	700-343-00	POLICE DEPT. AUTO SU	TOWING TASK FORCE VEHICLE	102.00
	TOSHIBA FINANCIAL SERVICES	700-341-00	POLICE DEPT. MAT & S	JUNE 2023 POLICE COPIER LE	165.96
	WV CONSOLIDATED PUBLIC RETIR	700-106-00	POLICE DEPT. RETIREM	WV RETIRE MPFRS CONTRIBUTI	1,062.91
		700-106-00	POLICE DEPT. RETIREM	WV RETIRE MPFRS CONTRIBUTI	1,088.73
	ENTERPRISE FM TRUST	700-459-00	POLICE DEPT. NEW EQU	22SFZ4 2018 INTERCEPTOR PY	693.66
		700-459-00	POLICE DEPT. NEW EQU	22SFZ7 2018 INTERCEPTOR PY	693.66
		700 459 00	POLICE DEPT. NEW EQU	22SCZ2 2018 INTERCEPTOR PY	687.33
		700-343-00	POLICE DEPT. AUTO SU	23H64C MAINT OLDER CRUISER	6.00
		700-343-00	POLICE DEPT. AUTO SU	23H64V 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	25QCLL 2022 INTERCEPTOR	814.71
		700-459-00	POLICE DEPT. NEW EQU	25QCLM 2022 INTERCEPTOR	805.88
		700-459-00	POLICE DEPT. NEW EQU	25QCLN 2022 INTERCEPTOR	818.36
		700-459-00	POLICE DEPT. NEW EQU	25QCLP 2022 INTERCEPTOR	814.71
		700-459-00	POLICE DEPT. NEW EQU	25QCLJ 2022 INTERCEPTOR	823.90
	BLUE360 MEDIA LLC	700-341-00	POLICE DEPT. MAT & S	WV CRIMINAL TRAFFIC LAW MA	181.11
	STERICYCLE INC	700-341-00	POLICE DEPT. MAT & S	HAZMAT PICK UP 7/23-9/23	86.94
	ST JOSEPH HOSPITAL OF BUCKHA	700-341-00	POLICE DEPT. MAT & S	LAB RESULTS DOUG LOUDIN	56.00
	INTERNAL REVENUE SERVICE	700-104-00	POLICE DEPT. FICA TA	FICA WITHHELD AND MATCHED	2,273.70
		700-104-00	POLICE DEPT. FICA TA	FICA WITHHELD AND MATCHED	2,243.81
		700-104-00	POLICE DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	531.74
		700-104-00	POLICE DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	524.75
	MATTHEW BENDER & CO., INC	700-341-00	POLICE DEPT. MAT & S	WV CODE 2023 SUPP PKG, IND	312.85
	PAYFLEX	700-105-00	POLICE DEPT. GROUP I	GF JULY HSA FEES	29.25

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	EVERSON-CARR FARMS LLC	700-341-00	POLICE DEPT. MAT & S	MOW & TRIM CEMETERY 7/17-7	4,940.00
		700-343-00	POLICE DEPT. AUTO SU	POLICE JUNE 2023 FUEL BILL	2,447.95
		700-211-00	POLICE DEPT. TELEPHO	304-001-6194-111398-4 POL	116.02
		700-211-00	POLICE DEPT. TELEPHO	304-001-6194-111398-4 POL	116.02
		700-211-00	POLICE DEPT. TELEPHO	473-7911-073014-4 POL FAX	0.00
	TRAVELERS INSURANCE	700-211-00	POLICE DEPT. TELEPHO	473-7911-073014-4 POL FAX	90.49
		700-226-00	POLICE DEPT. INSURAN	FALSE ARREST SUIT WLMRT SC	945.00
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	73,392.67
				TOTAL:	135,707.20
FIRE	JP MORGAN EQUIPMENT FINANCE	706-459-00	FIRE DEPT. CAPITAL O	AUG 2023 FIRE TRK PYMT	3,678.20
		706-459-00	FIRE DEPT. CAPITAL O	JULY 2023 FIRE TRK PYMT	3,678.20
	ENCOVA INSURANCE	706-226-00	FIRE DEPT. INSURANCE	WCN6007140 4/3/23-7/5/23	2,253.42
	PROBILLING & FUNDING SERVICE	706-343-00	FIRE DEPT. AUTO SUPP	GASKET ENG 1	19.92
		706-343-00	FIRE DEPT. AUTO SUPP	BREATHERR ENG 1	27.85
	WV PUBLIC EMPLOYEES INSURANC	706-105-00	FIRE DEPT. GROUP INS	GF JULY 2023 HEALTH INS	6,370.56
		706-105-00	FIRE DEPT. GROUP INS	GF M MILL RET FEE	70.00
	MATHENY MOTOR TRUCK CO	706-343-00	FIRE DEPT. AUTO SUPP	PARTS ENGINE 1	361.36
		706-343-00	FIRE DEPT. AUTO SUPP	CRANKCASE BREATHERR ENG 1	403.93
	NAPA-AMTOWER AUTO SUPPLY	706-343-00	FIRE DEPT. AUTO SUPP	PARTS FOR ENGINE 1 SERVICE	195.42
		706-343-00	FIRE DEPT. AUTO SUPP	PARTS - ENGINE 1 SERVICE	327.98
		706-343-00	FIRE DEPT. AUTO SUPP	PARTS - ENGINE 1 SERVICE	423.70
		706-343-00	FIRE DEPT. AUTO SUPP	PARTS - ENGINE 1 SERVICE	65.88
		706-343-00	FIRE DEPT. AUTO SUPP	PARTS - ENGINE 1 SERVICE	125.86
		706-343-00	FIRE DEPT. AUTO SUPP	PARTS - ENGINE 1 SERVICE	58.23
		706-343-00	FIRE DEPT. AUTO SUPP	PARTS - ENGINE 1 SERVICE	16.49
	GLOTFELTY TIRE CENTER	706-343-00	FIRE DEPT. AUTO SUPP	ALIGNMENT E11	165.50
	LOWES BUSINESS ACCOUNTS	706-341-00	FIRE DEPT. MATERIAL	RATCHET & RATCHET STRAPS	62.64
	BREATHING AIR SYSTEMS CORP	706-216-00	FIRE DEPT. MAINTENAN	SEMI ANNUAL MAINTENANCE	666.56
	DODSON BROS EXTERMINATING CO	706-341-00	FIRE DEPT. MATERIAL	JULY 2023 FIRE PEST CONTRO	42.00
	WV MUNICIPAL LEAGUE	706-226-00	FIRE DEPT. INSURANCE	2ND QTR RATE CHANGE	3.50
	WV PUBLIC EMPLOYEES RETIREME	706-106-00	FIRE DEPT. GROUP RET	WV RETIREMENT CONTRIBUTION	806.39
		706-106-00	FIRE DEPT. GROUP RET	WV RETIREMENT CONTRIBUTION	951.10
	DISBURSEMENTS ACCOUNT-ALL DE	706-105-00	FIRE DEPT. GROUP INS	GF JULY HSA FOR EMPLOYEES	15,000.00
	WV CONSOLIDATED PUBLIC RETIR	706-106-00	FIRE DEPT. GROUP RET	WV RETIRE MPFRS CONTRIBUTI	1,356.86
		706-106-00	FIRE DEPT. GROUP RET	WV RETIRE MPFRS CONTRIBUTI	1,317.82
	ENTERPRISE FM TRUST	706-459-00	FIRE DEPT. CAPITAL O	268ST6 2023 RAM 2500	876.05
	CITIZENS BANK OF WV	706-459-00	FIRE DEPT. CAPITAL O	JULY 2023 PUMPER TRK PYMT	4,790.11
	HERITAGE FIRE EQUIPMENT LLC	706-343-00	FIRE DEPT. AUTO SUPP	SEAL KIT ENGINE 1	95.16
	ST JOSEPH HOSPITAL OF BUCKHA	706-341-00	FIRE DEPT. MATERIAL	LAB RESULTS FRANKLIN BAXA	56.00
		706-341-00	FIRE DEPT. MATERIAL	LAB RESULTS JOHN BRUGNOLI	56.00
	INTERNAL REVENUE SERVICE	706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	1,544.38
		706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	1,615.61
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	361.18
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	377.84
	PAYFLEX	706-105-00	FIRE DEPT. GROUP INS	GF JULY HSA FEES	29.25
	WORLD FUEL SERVICES, INC.	706-343-00	FIRE DEPT. AUTO SUPP	FIRE JUNE 2023 FUEL BILL	1,057.25
	EC FLEET REPAIR, LLC	706-343-00	FIRE DEPT. AUTO SUPP	TRANS MAINT ENG 1	315.00
		706-343-00	FIRE DEPT. AUTO SUPP	COMPLETE SERVICE ENG 1	1,820.00
	NOVA RUBBER COMPANY	706-343-00	FIRE DEPT. AUTO SUPP	HYD SUCTION & RETURN ENGL	133.19
	FRONTIER	706-211-00	FIRE DEPT. TELEPHONE	472-2868-101915-4 FIRE	96.23
		706-211-00	FIRE DEPT. TELEPHONE	472-2868-101915-4 FIRE	96.38
	TFORCE FREIGHT, INC.	706-216-00	FIRE DEPT. MAINTENAN	SHIPPING MANIKIN REPAIR	431.27

08-02-2023 11:56 AM		DISBURSEMENTS 7-1-23 to 7-31-23			PAGE: 6
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	50,994.36
				TOTAL:	103,194.63
STREET	MON POWER	750-213-00	STREET DEPT. UTILITI	110088783078 22 S FLORIDA	1,239.33
		750-213-00	STREET DEPT. UTILITI	110123905108 25 N LOCUST S	9.61
		750-213-00	STREET DEPT. UTILITI	110148156588 RT 6 395 MU DL	679.62
		750-213-00	STREET DEPT. UTILITI	110148255778 395 MUDLICK R	762.81
	A F WENDLING INC	750-341-00	STREET DEPT. MAT & S	ICE & WATER WAMSB EVENT	86.17
		750-341-00	STREET DEPT. MAT & S	ICE & WATER WAMSB EVENT	167.58
		750-341-00	STREET DEPT. MAT & S	BOTTLED WATER	934.08
		750-341-00	STREET DEPT. MAT & S	ICE & WATER WAMSB EVENT	360.00
	FISHER AUTO PARTS INC	750-341-00	STREET DEPT. MAT & S	BRAKE LINE- MUSIC NOTE	3.21
	COLE TRUCK PARTS INC	750-341-00	STREET DEPT. MAT & S	BLK TUBING FOR MUSIC NOTE	115.00
	WV PAGING	750-213-00	STREET DEPT. UTILITI	JULY 2023 STREET DEPT PAGE	23.00
	ENCOVA INSURANCE	750-226-00	STREET DEPT. INSURAN	WCN6007140 4/3/23-7/5/23	1,992.02
	WV PUBLIC EMPLOYEES INSURANC	750-105-00	STREET DEPT. GROUP I	GF JULY 2023 HEALTH INS	6,083.82
	* SCOTT ELECTRIC CORP	750-458-08	GATEWAY WEST GRANT E	#8 STR WIRE FOR GWW	16,577.90*
	NAPA-AMTOWER AUTO SUPPLY	750-341-00	STREET DEPT. MAT & S	THINNER FOR MUSIC NOTE	57.39
		750-341-00	STREET DEPT. MAT & S	PAINT & SUPPLIES MUSIC NO	1,661.80
		750-341-00	STREET DEPT. MAT & S	SEAMSEAL & MIX CUP	45.14
	* CONSOLIDATED PUBLIC WORKS BD	750-215-00	CONTRIBUTION TO FLOW	FY 2023-24 BUDGET FIRST HA	50,000.00*
	LOWES BUSINESS ACCOUNTS	750-341-00	STREET DEPT. MAT & S	ADAPTERS & FITTINGS	95.11
		750-341-00	STREET DEPT. MAT & S	IGNITOR KIT	43.06
		750-341-00	STREET DEPT. MAT & S	SUBFLOOR- TRAILER	220.72
		750-341-00	STREET DEPT. MAT & S	LAVA ROCK & TAPE	46.27
		750-341-00	STREET DEPT. MAT & S	PROPANE EXCHANGE	117.72
		750-341-00	STREET DEPT. MAT & S	LUMBER FOR FREEZERS	95.13
		750-341-00	STREET DEPT. MAT & S	ANTI SLIP TREADS	204.72
		750-341-00	STREET DEPT. MAT & S	6- TRASH CANS	210.24
		750-341-00	STREET DEPT. MAT & S	3- CHEST FREEZERS	1,950.00
	* BRUFFEY TRUCKING INC	750-458-05	STREET DEPT PROJECTS	SAND & STONE CONCRETE MIX	4,120.38*
	STATE EQUIPMENT INC.	750-341-00	STREET DEPT. MAT & S	14" CHAIN	32.99
		750-341-00	STREET DEPT. MAT & S	HEDGE TRIMMERS	299.99
	FIRST COMMUNITY BANK	750-459-00	STREET DEPT. CAPITAL	AUG 2023 CONCRETE TRK PYMT	2,676.74
		750-459-00	STREET DEPT. CAPITAL	JULY 2023 CONCRETE TRK PYM	2,676.74
	WV MUNICIPAL LEAGUE	750-226-00	STREET DEPT. INSURAN	2ND QTR RATE CHANGE	2.66
	WV PUBLIC EMPLOYEES RETIREME	750-106-00	STREET DEPT. GROUP R	WV RETIREMENT CONTRIBUTION	1,203.32
		750-106-00	STREET DEPT. GROUP R	WV RETIREMENT CONTRIBUTION	1,277.48
		750-106-00	STREET DEPT. GROUP R	WV RETIRE TIER2 CONTRIBUTI	467.10
		750-106-00	STREET DEPT. GROUP R	WV RETIRE TIER2 CONTRIBUTI	482.78
	* DISBURSEMENTS ACCOUNT-ALL DE	750-105-00	STREET DEPT. GROUP I	GF JULY HSA FOR EMPLOYEES	14,000.00*
	ENTERPRISE FM TRUST	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
		750-459-00	STREET DEPT. CAPITAL	25QBZJ 2022 RAM 1500	426.56
	JOHN BOGGESS dba VJG ASSOCIA	750-341-00	STREET DEPT. MAT & S	GLOVE GLASSES & VEST	1,732.32
	CITIZENS BANK OF WV	750-459-00	STREET DEPT. CAPITAL	STREET DEPT EXCAVATOR AUG	2,736.13
		750-459-00	STREET DEPT. CAPITAL	STREET EXCAVATOR PYMT JUL	2,736.13
	RELIABLE TIRE COMPANY	750-343-00	STREET DEPT. AUTO SU	TIRES & TUBES FOR LOWBOY	820.00
	CRITES ELECTRICAL SUPPLY INC	750-341-00	STREET DEPT. MAT & S	RX CONN FOR WAMSB EVENT	14.51
		750-341-00	STREET DEPT. MAT & S	BREAKER 50A	22.63
	ST JOSEPH HOSPITAL OF BUCKHA	750-341-00	STREET DEPT. MAT & S	LAB RESULTS MARK COGAR	56.00
	MOUNTAIN STATE PEST GUARD	750-341-00	STREET DEPT. MAT & S	JULY 2023 STREET PEST CTR	33.50
	INTERNAL REVENUE SERVICE	750-104-00	STREET DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,196.19
08-02-2023 11:56 AM		DISBURSEMENTS 7-1-23 to 7-31-23			PAGE: 7
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		750-104-00	STREET DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,295.48
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	279.77
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	302.99
	PAYFLEX	750-105-00	STREET DEPT. GROUP I	GF JULY HSA FEES	29.25
	ARGOS USA LLC	750-458-05	STREET DEPT PROJECTS	CEMENT FOR MIXING CNCRTE	3,808.28
	FIRST COMMUNITY BANK CORPORA	750-459-22	PROPERY PAYMENT MU DL	JULY 2023 PUBLIC WRKS BLDG	9,774.80
	* ROZELLE ENTERPRISES DBA TRAD	750-458-05	STREET DEPT PROJECTS	LABOR S FLA ST 7/3-7/13	4,240.50*
	WORLD FUEL SERVICES, INC.	750-343-00	STREET DEPT. AUTO SU	STREET JUNE 2023 FUEL BILL	2,606.78
	* BENJAMIN LEE ARISMAN	750-341-00	STREET DEPT. MAT & S	MOW CITY LOTS 6/26	3,330.00*
		750-341-00	STREET DEPT. MAT & S	MOW CITY LOTS 7/10	3,330.00
	FRONTIER	750-211-00	STREET DEPT. TELEPHO	472-5755-101615-4 STREET	95.76
		750-211-00	STREET DEPT. TELEPHO	472-5755-101615-4 STREET	95.76
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	40,244.56
				TOTAL:	192,565.32
STREET LIGHTS	MON POWER	751-213-00	STREET LIGHTS	110088782484 E. MAIN ST	128.61
		751-213-00	STREET LIGHTS	110100156733 107 E MAIN ST	116.10
		751-213-00	STREET LIGHTS	110158087939 MAIN ST CAMER	7.46
		751-213-00	STREET LIGHTS	110 087 818 008 MAIN ST	5,867.69
		751-213-00	STREET LIGHTS	110 151 101 430 99 W. MAIN	106.86
		751-213-00	STREET LIGHTS	110088782484 E. MAIN ST	135.51
		751-213-00	STREET LIGHTS	110100156733 107 E MAIN ST	105.25
		751-213-00	STREET LIGHTS	110158087939 MAIN ST CAMER	7.30
		751-213-00	STREET LIGHTS	110160309701 31 S KANAWHA	19.26
				TOTAL:	6,494.04
TRAFFIC SIGNALS & SIGN	MON POWER	752-213-00	TRAFFIC SIGNALS POWE	110 088 985 459 RT. 119	43.02
		752-213-00	TRAFFIC SIGNALS POWE	110088985624 RT. 20 BKN C	49.55
		752-213-00	TRAFFIC SIGNALS POWE	110081822063 W. MAIN ST	33.09
		752-213-00	TRAFFIC SIGNALS POWE	110088820243 MAIN ST	37.93
		752-213-00	TRAFFIC SIGNALS POWE	110080768291 E. MAIN ST	27.59
		752-213-00	TRAFFIC SIGNALS POWE	110 088 985 459 RT. 119	963.08
		752-213-00	TRAFFIC SIGNALS POWE	110087174485 S. KANAWHA ST	28.14
		752-213-00	TRAFFIC SIGNALS POWE	110088235830 REGER ST RT 2	52.13
				TOTAL:	1,234.53
AIRPORT	* BUCKHANNON-UPSHUR AIRPORT AU	758-567-00	AIRPORT	FY 2023-24 BUDGET SECOND H	10,000.00*
		758-567-00	AIRPORT	FY 2023-24 BUDGET 1ST HALF	10,000.00
				TOTAL:	20,000.00
PUBLIC TRANSIT	* COUNTRY ROADS TRANSIT	759-568-00	PUBLIC TRANSIT	FY 2023-24 BUDGET FIRST HA	7,500.00*
				TOTAL:	7,500.00
HEALTH DEPT	* UPSHUR BUCKHANNON HEALTH DEP	803-568-00	BUCKHANNON-UPSHUR HE	FY 2023-24 BUDGET FIRST HA	2,500.00*
				TOTAL:	2,500.00
STORM WATER	* SANITARY BOARD STORM WATER	805-348-00	STORM WATER TO SANIT	FY 2023-24 BUDGET FIRST HA	50,000.00*
				TOTAL:	50,000.00
ARTS-THEATRE	BUCKHANNON UTIL BOARDS	906-213-00	CAC UTILITIES	JULY 2023 THEATRE WASTE	100.44
	MON POWER	906-213-00	CAC UTILITIES	110122154542 48 E. MAIN ST	458.84
	ENCOVA INSURANCE	906-226-00	CAC INSURANCE & BOND	WCN6007140 4/3/23-7/5/23	6.82
	WV PUBLIC EMPLOYEES INSURANC	906-105-00	CAC HEALTH INS	GF JULY 2023 HEALTH INS	440.98
	MOUNTAINEER GAS COMPANY	906-213-00	CAC UTILITIES	268704-483167 48 E MAIN ST	33.70

08-02-2023 11:56 AM		DISBURSEMENTS 7-1-23 to 7-31-23			PAGE: 8
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	WV MUNICIPAL LEAGUE	906-226-00	CAC INSURANCE & BOND	2ND QTR RATE CHANGE	0.41
	WV PUBLIC EMPLOYEES RETIREME	906-106-00	CAC RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	108.00
		906-106-00	CAC RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	114.75
*	DISBURSEMENTS ACCOUNT-ALL DE	906-105-00	CAC HEALTH INS	GF JULY HSA FOR EMPLOYEES	1,000.00*
	CITIZENS BANK OF WV	906-459-00	THEATRE CAPITAL	CAC SEATING AUG 2023 PYMT	5,220.65
		906-459-00	THEATRE CAPITAL	CAC SEATING JULY 2023 PAYM	5,220.65
	INTERNAL REVENUE SERVICE	906-104-00	CAC FICA	FICA WITHHELD AND MATCHED	74.40
		906-104-00	CAC FICA	FICA WITHHELD AND MATCHED	79.05
		906-104-00	CAC FICA	MEDICARE WITHHELD & MATCHE	17.40
		906-104-00	CAC FICA	MEDICARE WITHHELD & MATCHE	18.49
	PAYFLEX	906-105-00	CAC HEALTH INS	GF JULY HSA FEES	3.25
	IRVIN & TOEDT LLC	906-223-00	CAC PROFESSIONAL SER	CAC SOUND & LIGHTING	125.00
*	ROZELLE ENTERPRISES DBA TRAD	906-450-01	THEATRE BLDG	LABOR THEATRE 7/3-7/14	3,705.38*
	ART26201	906-341-01	CAC BOOKINGS	REIMB TKCT SALES LIARS CON	60.00
	AUNT FLOW CORPORATION	906-341-00	CAC SUPPLIES & EXPEN	FEMININE HYGENE PRODUCTS	990.00
	FRONTIER	906-450-01	THEATRE BLDG	472-1651-101515-4 CITY HAL	0.00
		906-213-00	CAC UTILITIES	473-8987-052821-4 THEATRE	0.00
		906-213-00	CAC UTILITIES	473-8987-052821-4 THEATRE	113.33
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	2,475.00
				TOTAL:	20,366.54
STOCKERT YOUTH CENTER	MON POWER	907-213-00	UTILITIES	110084592119 SYC	783.94
		907-213-00	UTILITIES	110084767208 79 E MAIN ST	5.31
		907-213-00	UTILITIES	110084767208 79 E MAIN ST	27.36
		907-213-00	UTILITIES	110084767208 79 E MAIN ST	66.26
	A F WENDLING INC	907-341-00	MATERIALS & SUPPLIES	PAPER TOWELS & POPCORN	30.36
		907-341-00	MATERIALS & SUPPLIES	PAPER TOWELS & POPCORN	72.36
	LEAF	907-341-01	OPERATING EXPENSES	COPIER LEASE SYC	177.51
	ENCOVA INSURANCE	907-226-00	INSURANCE & BONDS	WCN6007140 4/3/23-7/5/23	280.20
	CARTER: LARRY	907-363-00	KARATE CLASS INSTRUC	KARATE INSTRCTR JUN 2023	56.00
	WV PUBLIC EMPLOYEES INSURANC	907-105-00	GROUP INSURANCE	GF JULY 2023 HEALTH INS	2,919.92
	MOUNTAINEER GAS COMPANY	907-213-00	UTILITIES	383925-483167 70 E MAIN ST	61.14
	NAPA-AMTOWER AUTO SUPPLY	907-343-00	SYC AUTO SUPPLIES	FUEL FILTER SYC BUS	12.33
	JERRY ARNOLD	907-343-00	SYC AUTO SUPPLIES	FUEL SYCC VAN WAMSB PICK U	49.51
	LOWES BUSINESS ACCOUNTS	907-343-00	SYC AUTO SUPPLIES	A/C FILTER; CULK SYC BUS	47.43
		907-341-00	MATERIALS & SUPPLIES	PAINT & PAINT ROLLERS SYC	49.84
		907-360-00	CAMP BUCANNEER SUPPL	CARPET AFTERSCHOOL ROOM	196.96
		907-341-00	MATERIALS & SUPPLIES	SEAM TAPE SYC	22.72
	WV MUNICIPAL LEAGUE	907-226-00	INSURANCE & BONDS	2ND QTR RATE CHANGE	21.70
	WV PUBLIC EMPLOYEES RETIREME	907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	216.00
		907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	248.13
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	296.65
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	188.68
*	DISBURSEMENTS ACCOUNT-ALL DE	907-105-00	GROUP INSURANCE	GF JULY HSA FOR EMPLOYEES	6,000.00*
	ST JOSEPH HOSPITAL OF BUCKHA	907-341-00	MATERIALS & SUPPLIES	LAB RESULTS MYA CRITCHFIEL	56.00
		907-341-00	MATERIALS & SUPPLIES	LAB RESULTS LORI MEALEY	56.00
		907-341-00	MATERIALS & SUPPLIES	LAB RESULTS MORGAN HENDERS	53.00
	WALMART STORES INC -BUCKHANN	907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	333.13
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUCCANEER FOOD	510.81
	SAM'S PIZZA	907-360-00	CAMP BUCANNEER SUPPL	LUNCH CAMP BUCCANEER	56.00
	MOUNTAIN STATE PEST GUARD	907-216-00	MAINTENANCE	SYC JULY 2023 PEST CONTROL	38.50
	INTERNAL REVENUE SERVICE	907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	951.64
		907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	779.25
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	222.57

08-02-2023 11:56 AM		DISBURSEMENTS		7-1-23	to 7-31-23	PAGE:	9
FUND: GENERAL FUND							
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT		
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	182.27		
	APRIL E SMALL	907-368-01	ZUMBA	KICKBOXING INSTRCTR JUN 23	70.40		
	PAYFLEX	907-105-00	GROUP INSURANCE	GF JULY HSA FEES	13.00		
	LYNX WV INC	907-213-00	UTILITIES	JULY 2023 SYC INTERNET	145.00		
	WORLD FUEL SERVICES, INC.	907-343-00	SYC AUTO SUPPLIES	SYC JUNE 2023 FUEL BILL	401.63		
	DAWN WEBB	907-363-00	KARATE CLASS INSTRUC	KARATE INSTRCTR JUN 2023	168.00		
	FRONTIER	907-211-00	TELEPHONES	473-0145-042701-4 SYC	201.17		
		907-211-00	TELEPHONES	473-0145-042701-4 SYC	201.17		
	IDENTOGO	907-341-00	MATERIALS & SUPPLIES	RECORD CK RHONDA SUDER	37.25		
		907-341-00	MATERIALS & SUPPLIES	RECORD CHECK LORI MEALEY	37.25		
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	27,917.94		
				TOTAL:	44,262.29		
CONVENTION CENTER	ENCOVA INSURANCE	910-226-00	INSURANCE & BONDS	WCN6007140 4/3/23-7/5/23	6.82		
	USDA, RURAL DEVLEOPMENT	910-457-00	CONFERENCE CENTER PA	JULY 2023 CONF CENTER PYMT	3,351.00		
	WV MUNICIPAL LEAGUE	910-226-00	INSURANCE & BONDS	2ND QTR RATE CHANGE	1.33		
	INTERNAL REVENUE SERVICE	910-104-00	FICA TAX	FICA WITHHELD AND MATCHED	18.14		
		910-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	4.24		
	UPSHUR BUCKHANNON HEALTH DEP	910-341-00	EVENT CENTER SUPPLIE	EVENT CENTER HEALTH PERMIT	440.00		
	**PAYROLL EXPENSES			7/01/2023 - 7/31/2023	292.50		
				TOTAL:	4,114.03		
PUBLIC SAFETY	MON POWER	976-213-00	SAFETY COMPLEX UTILI	110088783078 22 S FLORIDA	1,349.65		
	MOUNTAINEER GAS COMPANY	976-213-00	SAFETY COMPLEX UTILI	383931-483167 20 S FLORIDA	91.09		
	SHERWIN WILLIAMS-ELKINS	976-459-00	SAFETY COMPLEX CAPIT	RED PAINT PSC FACADE	75.00		
	MOUNTAIN STATE ELECTRICAL CO	976-459-36	FEMA GRANT#1 GENERAT	DISMANTLE EXIST GEN STP	10,800.00		
		976-459-36	FEMA GRANT#1 GENERAT	RETAINAGE RED FEMA #1	18,593.42		
	DODSON BROS EXTERMINATING CO	976-216-00	SAFETY COMPLEX MAINT	JULY 2023 POLICE PEST CONT	45.00		
	LYNX WV INC	976-213-00	SAFETY COMPLEX UTILI	JULY 2023 PSC INTERNET	150.00		
				TOTAL:	31,104.16		

Mayor Skinner asked for approval of the Consent Agenda as presented.

Motion to approve the Consent Agenda as presented was made by McCauley/Reger. Motion carried.

G. Strategic Issues for Discussion and/or Vote
G.1 Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System 3rd/Final Reading – Action was taken earlier in the meeting.

G.2 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill – Action was taken earlier in the meeting.

G.3 Contract with John Slaughter as City Cat Trapper – Amby Jenkins presented the contract to Council for discussion and/or vote.

August 3, 2023
John Slaughter II
25 Henry St
Buckhannon WV 26201

Agrees to trap cats, as directed by City Hall, on an as need basis.
The City of Buckhannon will pay John Slaughter as a contractual vendor at \$20.00 for each cat trapped, with no other benefits provided.

John Slaughter will provide documentation on location and the number of cats trapped.
John Slaughter will receive a 1099 from the City of Buckhannon for the total paid for this service.

John Slaughter

Approved by City Council on August 3, 2023

Motion to approve the contract with John Slaughter as City Cat Trapper was made by Reger/Rylands, Motion carried.

G.4 City Business License Application – Removal of Alcohol Fees – Mayor Skinner provided an overview of the agenda item.

WEST VIRGINIA LEGISLATURE

2023 REGULAR SESSION

ENROLLED

Committee Substitute

for

Senate Bill 534

By Senators Trump, Takubo, and Maroney
[Passed March 11, 2023; in effect 90 days from
passage]

§8-12-27. Prohibiting municipalities from imposing additional alcohol licensure fees.

1 Notwithstanding any provision of this code to the contrary, any person licensed under §11-
2 16-1 et seq. of this code, shall not be charged any additional alcohol licensure fee by a
3 municipality.

Motion to remove alcohol fees from the City Business License application was made by Sanders/Thomas. Discussion took place. Motion carried with Rylands abstaining.

G.5 Discussion/Possible Vote to Accept Vacant Lot on Cleveland Avenue Parcel 3-1-117-Resolution 2023-09 – Action was taken earlier in the meeting.

G.6 CPWB Recommendation of Financial Support for the Parks & Recreation Improvement Project of \$100,000 - Mayor provided and explained the purpose of request.

Motion to approve the CPWB recommendation of financial support for the Parks & Recreation improvement projects of \$100,000 was made by Sanders/ motion carried unanimously.

PARKS AND RECREATION ADVISORY BOARD
07-26-2023

Members Present: Mayor Robbie Skinner, Scott Lampinen, Debbie Shapiro, Beth Post, Rachel Ruffing, Lisa Tenney, Graham Godwin, Rob Kimble
Guests in Attendance: Andrew Loudin

Members reviewed items at the Buckhannon City Park and a list of projected costs were reviewed and included the following:

1. *Basketball Court(s) – 2 courts*
2. *Rotary Pavilion repairs and new*
3. *Pickleball Court Prep – 2 courts*
4. *Paving of the Interior Road*

This list with the costs is on a separate sheet attached for review.

Mayor Skinner proposed going to the Consolidated Public Works meeting on Thursday, July 27 and initially request \$100,000 for repairs at Buckhannon City Park listed above as well as work on paving the boat launch/ramp at North Buckhannon Park.

Members reviewed the project lists and costs with Mr. Loudin and discussion center on getting higher quality equipment for the basketball and pickleball courts focusing on nets, hoops, backboards. One goal of the committee is to have regulation sized basketball courts for future tournaments and public use. Will discuss timeline at next meeting and if funds are approved.

Mayor Skinner informed the group that Karl Boone and a group of 20-30 volunteers would like to assist with the projects at City Park, so they are working with Andrew. There are some projects, such as the installation of playground equipment, that the volunteers cannot assist due to regulations.

Follow-up discussion on Wood Street Park and planting trees, fruit shrubs/bushes for community use. Beth Post will review some grant opportunities for this project

Follow-up discussion on North Buckhannon Park. Rachel Ruffing noted that lines had not been painted and no nets were on the basketball court. Committee members approved a motion that this be finished by Friday, August 4.

Regarding the board discussion, all attendees in agreement to meet once a month as a combined group for the foreseeable future. Next meeting will be Wednesday, August 23 at 6 PM at City Hall in Council Chambers.

Meeting adjourned 7:01 PM.

H. Comments and Announcements

H.1 Pamela Bucklew: Mrs. Bucklew provided congratulations to WAMSB event noting the many positive comments and announced that the BCT's presentation of The Wizard of Oz opens tonight.

H.2 David McCauley: Mr. McCauley provided comments on the positive outcome of WAMSB; mentioned Anne Wilson and encouraged everyone to participate in the sponsorship of seats in the CAC; encouraged all to support the local Board of Education and upcoming School Levy; and he discussed the fact that the Stonewall Jackson Hospital is still an issue for Upshur County. Mayor Skinner addressed the issue, explaining the Critical Access standing.

H.3 Jack Reger: Mr. Reger noted that WAMSB was a huge success. He then addressed the Upshur County Board of Education situation noting that when it was taken over by the State, it was probably the worst scenario ever seen according to the State Board noting that it is a system in crisis. Mr. Reger feels the following must be accomplished; the public must be informed of any and all the wrongdoings; how it all happened; and, if criminal activity did take place, the people responsible must be prosecuted before trust can be reinstated. He also noted that the resent closing of AB College is horrible and that we should keep those people affected in prayer.

H.4 Dave Thomas: Mr. Thomas stated that WAMSB was a great undertaking and he appreciated all the City employees and volunteers who assisted. Concerning the local Board of Education, he felt it could be an opportunity for better things, noting that it will take time.

H.5 CJ Rylands: Mr. Rylands noted that it was an exciting week with WAMSB and it has helped position the City of Buckhannon greatly. He also spoke of the educational crisis; legal crisis; and the financials crisis in our country, things look good here in Buckhannon, but things are on shaky grounds elsewhere.

I. Mayor's Comments and Announcements: Mayor Skinner reported that he was very proud of our City with the assistance it provided with WAMSB. He provided an overview of a few of highlights of some of the great things that happened during the event. He thanked Randy Sanders for his work on WAMSB. He then spoke about his participation in the West Virginia Municipal League, currently serving as the Vice-President of the organization; he reviewed the many things this League accomplishes. He also spoke about the successful fundraiser the St. Joseph's Hospital had earlier today. Concluding his remarks, he recognized Randy Sanders for his review of WAMSB 2023 (World Association of Marching Show Bands 2023 World Championship).

H.6 Randall Sanders: Mr. Sanders provided an extensive report on the World Association of Marching Show Bands 2023 World Championship from the origin of the original host city application, approximately 2 ½ years ago; through the planning process. He thanked the large number of volunteers, including ALL city employees, first responders from several areas across the state, the large representation from the medical community, direct support from several of our surrounding municipalities, and many local and statewide sponsors who all contributed to the success. He read two letters of congratulations; one from local residents Jim & Pat Marsh and the other from the President of the World Association of Marching Show Bands, Robert Eklund. While his report shared the successes, he also shared the largest challenge, which came by way of the WV Department of Education who, after seizing control of the Upshur County School System, refused to honor the agreements that had been in place for the Upshur County Schools to provide transportation, housing and meals, to many of the visiting band members, at a predetermined cost. This set in motion a series of last minute bookings of tour buses, lodging and agreements for meals elsewhere at a much higher cost. The 501c3, WAMSB Buckhannon Host Committee Inc., will be working to raise the necessary funds to match the deficit to the budget the action by the WVDE created.



WORLD ASSOCIATION OF MARCHING SHOW BANDS

Randy Sanders,
City of Buckhannon, WV
City Recorder & Information Coordinator
Chairman of WAMSB 2023 Organizing Committee

July 26, 2023

Dear Randy,

On behalf of the World Association of Marching Show Bands Board of Directors and volunteers we would like thank you Randy. Please pass along our thanks to Lee, and the hundreds of city employees, first responders and allies who collaborated, took diligent efforts to make the 2023 WAMSB World Championship so successful.

The support that was evident from the mayor, city council and citizens made a tremendous impact on the participating groups.

The office has received many positive comments of the events that were organized.

When our organization was first conceived it was designed with two major goals.

1. A quality competition with a jury of experts with no biased preference to form and style. Their evaluation of each performance is based on the quality of the ensemble.
2. Through the language of music to build an understanding of people around the world.

We believe these goals were extraordinarily accomplished at your event.

Also, my personal feeling is that this was a perfect example of an old adage: "When the going gets tough, the tough get going."

Outstanding work. Congratulations!

Robert Eklund

Mr. Robert Eklund
President & CEO
WAMSB International

Motion to adjoin into Executive Session at 9:11 PM was made by Thomas/Reger. Motion carried.

Motion to adjoin out of Executive Session at 9:46 PM was made by Sanders/Thomas. Motion carried.

J. Adjournment

Motion to adjourn at 9:47 PM was made by Thomas/Sanders.

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____