

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 17, 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 Police Department	Chief Matthew Gregory	Present
Director of Public Works	Jerry Arnold	Present
Channel 3	Rodney Irvin	Present
MyBuckhannon.com	Katie Kuba	Present
Record Delta	Steve Santilli	Present

Guests: Anne Wilson, Manager of the Colonial Arts Center; Tammy Reger, B-U Chamber of Commerce; John Waltz, Colonial Arts Center BOD; Jody Light, Almost Heaven BBQ Bash; Catherine Norko, Charles W. Gibson Public Library; Jerry Henderson, Baxa Inn; Dennis Cortes.

***City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, August 17, 2023***

- A.

Call to Order

A.1 Moment of Silence

A.2 Pledge to the Flag of the United States of America
- B.

Recognized Guests

B.1 Anne Wilson-Manager of the Colonial Arts Center- RE: WV Arts Facts
- C.

Department & Board Reports

C.1 Public Works Director - Jerry Arnold

C.2 Finance Director - Amberle Jenkins

C.3 Police Chief - Matthew Gregory

C.4 City Attorney - Tom O'Neill
- D.

Correspondence & Information

D.1 Charles Gibson Library Director’s Report August 2023

D.2 Report of Cat & Dog Activity –Upshur County Commission-June 2023

D.3 Water Board Approval to Recommend Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill

D.4 Traffic Control WVWC Move-in Day on August 19, 2023

D.5 WVMake It Shine-Saturday, September 9th & 23rd, 7:30AM-3:30PM at COB Transfer Station
- E.

Consent Agenda

E.1 Approval of Minutes -Regular Meeting 08/03/23

E.2 Approval of Building and Wiring Permits

E.3 Approval of Payment of the Bills
- F.

Strategic Issues for Discussion and/or Vote

F.1 Approval Resolution 2023-10 General Fund Budget Revision #2 FY 2023/2024

F.2 Review & Approval to Allow WVDOH and A&O Railroad Co. Upgrade the Surface at an Existing Railroad Crossing on Railroad Avenue near WV Split Rail

F.3 Review & Approval to Allow WVDOH and A&O Railroad Co. to Upgrade the Surface at an Existing Railroad Crossing on Camden Avenue

F.4 Approval of Renewal Loan for the Fiori Concrete Mixer at First Community Bank

F.5 Approval City Hall - Hart Office Solutions Lease Agreement for Two Toshiba Copiers

F.6 Discussion Sale of Alcohol for Special Events at the Brushy Fork Event Center & Colonial Arts Center
- G.

Comments and Announcements

G.1 Pamela Bucklew

G.2 David McCauley

G.3 Jack Reger

G.4 David Thomas

G.5 CJ Rylands

G.6 Randall Sanders

H. Mayor's Comments and Announcements

I. Adjournment

Posted 08/14/2023

A. Call to Order: The meeting was called to order by Mayor Skinner, followed by a moment of silence and pledge to the flag.

B. Recognized Guests:

B.1 Anne Wilson – Manager of the Colonial Arts Center – Mayor Skinner recognized Anne Wilson, Manager of the Colonial Arts Center (CAC), who provided a report on the CAC construction progress and a report on CAC programming. She noted that Grant applications are going well and that 13 out of 80 seats in the upper balcony have now been sponsored noting that one individual purchased 5 of those seats.

Mayor Skinner then recognized those who had signed in to speak during the Public Comments period of the meeting beginning with Tammy Reger, of the B-U Chamber of Commerce. Tammy's appearance was in support of Strategic Issues item F.6. She noted that the Chamber has preferred using the Event Center for many of the Chamber activities because they could arrange for alcohol to be available for purchase. She also noted the upcoming fundraiser for the BCT & Chamber of Commerce that will be held at the CAC would most likely be more successful if there is alcohol available. Now that the CVB no longer is managing the Event Center, there is no current license to allow serving alcohol in the center and currently it is not available at the CAC. She asked that City Council consider allowing alcohol to be served in both the Brushy Fork Event Center and the CAC.

Mayor Skinner then recognized John Waltz, President of the Colonial Arts Center Board of Directors. Mr. Waltz provided the CAC Board of Directors appreciation to City Council for its continued support. He discussed not only the upcoming fundraiser being held at the CAC but spoke of future opportunities. Having the ability to arrange for the purchase of at least wine and beer at certain functions held at the CAC would, in the CAC Board of Director's view, provide the organizers more opportunity for success.

Motion to move *F.6 Discussion Sale of Alcohol for Special Events at the Brushy Fork Event Center & Colonial Arts Center* to the table for discussion and/or vote was made by McCauley/Rylands. Motion carried.

Recorder Sanders asked that the two locations be given separate consideration.

Motion to separate the discussion and/or vote on the sale of alcohol for special events at the Brushy Fork Event Center from that of the Colonial Arts Center was made by McCauley/Reger. Motion carried.

Discussion on approving a pilot program for the Colonial Arts Center (CAC) to arrange for a 3rd Party Vendor to be able to sell beer and wine at certain events took place. If permission is granted, the CAC would explore the costs, if any, and requirements to be put forth for the 3rd Party Vendor. Mayor Skinner noted that this action would allow the CAC to secure a 3rd Party Vendor to provide the purchase of beer and wine at the fundraiser of the BCT & Chamber of Commerce and the CAC Grand Opening events in October. Then both the CAC Board of Directors and the City Council will determine, after review, if this practice should continue.

Motion to approve a 3rd Party Vendor to sell beer and wine at the CAC, as a pilot program, to accommodate the two fall events, was made by Reger/Bucklew. Further discussion took place. Motion carried.

Prior to addressing the second portion of *F.6 Discussion Sale of Alcohol for Special Events at the Brushy Fork Event Center & Colonial Arts Center* Mayor Skinner asked that Council go into an Executive Session to discuss property issues.

Motion to move into Executive Session, at 7:31 p.m., to discuss property matters, was made by McCauley/Bucklew. Motion carried.

Motion to move out of Executive Session, at 7:54 p.m., was made by Thomas/Reger. Motion carried

Mayor Skinner noted that Council had returned from Executive Session to discuss property matters. Mr. Sanders explained why the City of Buckhannon had taken over the management of the Brushy Fork Event Center. It is Mr. Sanders' recommendation that before the City can move forward with

hiring a fulltime Brushy Fork Event Center Manager, the City should explore obtaining a liquor license for the Brushy Fork Event Center to help underwrite the management expenses.

Motion to explore the City of Buckhannon obtaining a liquor license for the Brushy Fork Event Center was made by Thomas/Bucklew. Motion carried with Rylands abstaining due to his affiliation with a competing establishment.

Mayor Skinner asked if there were others wishing to address City Council. With no one asking to do so, at 7:57 p.m., Mayor Skinner declared the Public Comments portion of the meeting to be closed.

C. Department & Board Reports

C.1 Public Works Director- Jerry Arnold: Mr. Arnold was not in attendance so Mayor Skinner present Mr. Arnolds report as follows:

**Buckhannon City Council
Public Works Director Report
August 17, 2023
Jerry Arnold**

Street:

- Street crews completed the paving and reopened Scott Street.
- Finishing up the curbs in the Madison Street lot.

Sewer:

- The plant had a Combined sewer overflow (CSO), compliance inspection, compliance evaluation inspection, and a biosolids inspection. The WVDEP inspector was very complimentary of our operations.
- Crews are still working on Shawnee and Myrna Street projects.

Waste:

- We had an accident with one of our tractor and trailers on August 8th. The insurance adjuster has inspected the damage and is preparing his estimate.
- Reminder we will be sponsoring our Make it Shine Days at our transfer Station September 9th & 23rd. Please contact City Hall or the Transfer Station for more information.

Water:

- Removed a raw water intake pump yesterday to be repaired.

Engineering:

- Tennerton Booster Station – Construction activities are expected to begin in the next two to three weeks as all Right-of-Way agreements have been obtained. Contract A will be completed prior to Contract B.
- FEMA Generator Hazard Mitigation Grant No. 2 – Closeout documentation and procedures continue. I will submit all of the necessary documentation before the end of September.
- FEMA Generator Hazard Mitigation Grant No. 1 – Contractor for Contract 3 will begin additional excavation activities and the construction of the steel platform at the PSC next week. The punch list items for Contract 1 and Contract 2 are nearly complete. This grant is expected to be completed and closed out prior to the end of November 2023.
- Gateway West Phase II Construction – Construction activities and the installation of the light poles have been completed. Construction of the pedestrian refuge island at the bottom of Amelia Drive will begin after September 1 and should take four weeks to complete.
- Elizabeth J. “Binky” Poundstone Riverwalk Trail Extension No. 4 – I’m continuing to work on the design on the 3,200 LF extension of the walking trail from Marion Street to the Randolph Street / Moore Avenue intersection. Per the direction of WVDOH Charleston, the design phase of the project must be completed by August 31, 2023.
- FEMA CRS Community Visit –The review of the documentation and subsequent CRS ranking will be completed in mid to late August 2023. The City is currently a Class 8 community, which entitles all flood insurance policy holders to a 10% discount on their flood insurance policies.

C.2 Finance Director - Amberle Jenkins – Mayor Skinner recognized Amberle Jenkins who provided the following reports:

Amby report 8-17-23

Balances in the Enterprise Funds July 31, 2023

Waste Collection Board	mm/cking	\$1,324,300	cd/sav \$258,744
			Plus a letter of credit for \$64,000
Water Board	mm/cking	\$900,412	work/capital& savings \$874,624
Sanitary Board	mm/cking	\$960,770	work/capital \$459,499
Storm water Fund	mm/cking	\$244,673	

Without objection, **F.1 Approval Resolution 2023-10 General Fund Budget Revision #2 FY 2023/2024** was moved to the table for discussion and/or vote. Amby Jenkins provided an overview of the General Fund Budget Revision.

RESOLUTION 2023-10

At a regular session of the municipal council, held August 17, 2023 the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) of the CITY OF BUCKHANNON. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the municipal council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number General Fund #2, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by David McCauley, and duly seconded by Jack Reger the vote thereon was as follows:

J DAVID THOMAS: -COUNCIL	<u>Yes</u> or No
CLIFFORD RYLANDS -COUNCIL	<u>Yes</u> or No
PAMELA BUCKLEW -COUNCIL	<u>Yes</u> or No
DAVID MCCAULEY -COUNCIL	<u>Yes</u> or No
JACK REGER -COUNCIL	<u>Yes</u> or No
ROBERT N SKINNER - MAYOR	<u>Yes</u> or No
RANDALL SANDERS - RECORDER	<u>Yes</u> or No

WHEREUPON, Randall Sanders, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the RECORDER is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5114
Fax: 304-340-5090
Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET
Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

City of Buckhannon
GOVERNMENT ENTITY

CONTROL NUMBER
Fiscal Year Ending: **6/30/2024**
Fund: **1**
Revision Number: **2**
Pages: **1 of 1**

Person To Contact Regarding Request:
Name: **Amberle Jenkins**
Phone: **304-472-1651**
Fax: **304-472-0934**
Email: _____

70 E MAIN ST
STREET OR PO BOX
BUCKHANNON 26201
CITY ZIP CODE

Municipality
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
305	Business and Occupation Tax	1,490,000	30,000		1,520,000
358	Civic Center / Coliseum		1,015		1,015
365	Federal Government Grants		574,346		574,346
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 605,361

Explanation for Account # 378, Municipal Specific:
Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
410	City Council	200,450	1,500		201,950
420	Engineering	51,079	207,000		258,079
699	Contingencies*		22,043		22,043
750	Streets and Highways	1,629,026	100,000		1,729,026
906	Arts & Humanities	153,327	20,000		173,327
910	Civic Center - Municipal Auditorium	88,145	1,000		89,145
976	Public Safety	96,000	253,818		349,818
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 605,361

APPROVED BY THE STATE AUDITOR
BY:  8/17/23
Deputy State Auditor, Local Government Services Division Date AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

GF Budget Rev 2	8/17/2023	current budget	adjustment		
Revenues					
001-305-000-01	B&O Contractors	90000	30000	120000	
001-358-000-00	Event Center Revenue	0	1015	1015	
001-365-000-35	FEMA Grant #2 Generator	0	30823	30823	grant draws from fy 2022-23 that will come through this fy
001-365-000-36	FEMA Grant #1 Generator		543523	543523	\$253818 generator grant that will be expended this year and \$289705 grant draw from fy 2022-23 that will come through this fy
			605361		
Expenses					
001-410-460-00	Cat Control Expense	500	1500	2000	cat trapping
001-420-223-01	Engineering Services	25000	207000	232000	Potesta \$207T remainder of SYCC project
001-699-568-00	Council Contingency		22043	22043	
001-750-215-00	Contribution to CPWB	100000	100000	200000	Contribution toward Park upgrades \$100T
001-906-450-01	CAC Capital	1700	20000	21700	Finish up work at theatre coating (dryvit) on the west side wall
001-910-106-00	Event Center Retirement	0	1000	1000	City Employees that might help with event set up and facility maintenance
001-976-459-36	FEMA Grant #1 Generator Exp	0	253818	253818	To expend Generator
			605361		
			0		

Motion to approve Resolution 2023-10 General Fund Budget Revision #2 FY 2023/2024 as presented was made by McCauley/Reger. Motion carried with a roll call vote required.

Thomas – Yes
Rylands – Yes
Bucklew – Yes
McCauley – Yes

Reger - Yes
Skinner - Yes
Sanders - Yes

Without objection, **F.4 Approval of Renewal Loan for the Fiori Concrete Mixer at First Community Bank** was moved the table for discussion and/or vote. Amby Jenkins provided an overview of the request.

Motion was made by Council Member David Thomas and seconded by Council Member David McCauley to approve renewal of the financing for a Fiori Concrete Mixer at an interest rate of 2.375% with First Community Bank. There are 36 months remaining of the original 72 month amortization. Motion Carried.

Without objection, **F.5 Approval City Hall - Hart Office Solutions Lease Agreement for Two Toshiba Copiers** was moved to the table for discussion and/or vote. Amby Jenkins provided an overview of the request.

Motion to approve the City Hall - Hart Office Solutions Lease Agreement for Two Toshiba Copiers as presented was made by Sanders/Thomas. Motion carried.



HART OFFICE SOLUTIONS
1300 1ST ST. N.E.
Buckhannon, WV 26201

LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 652
Phone: 800-662-3759, Fax: 800-426-26
Telephone No:
3044721651

LESSEE LEGAL NAME:
City Of Buckhannon

Billing Address:
79 E Main St, Buckhannon, WV 26201

Equipment Location (if other than Billing Address):
70 E. Main Street, Buckhannon, WV 26201-2274

EQUIPMENT DESCRIPTION: (indicate quantity, new or used) and include make, model, serial # and all attachments – see below and or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
	(1) Toshiba 9029A & (1) Toshiba 5525AC		9029A & 5525AC	

BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS	END OF LEASE PURCHASE OPTION	(a) Advance Payment:	
63	63 @ \$622.00 (plus taxes)	<input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	(b) Security Deposit:	\$0.00
			(c) Documentation Fee:	\$95.00
			Total due a + b + c =	\$95.00

****If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.**
Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.
2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURT IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family, or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: City Of Buckhannon

X



Lessee Authorized Signature

Print Name: Robbie Neal Skinner, III

E-Mail Address: robbie-skinner@buckhannon.wv.org

Tax ID Number: _____

Title: Mayor

Date: Aug 17, 2023

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliate to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X

Print Name: _____

E-Mail Address: _____

Accepted by:

LEAF Capital Funding, LLC By: _____ Title: _____ Date: _____

C.3 Police Chief- Matthew Gregory – Mayor Skinner recognized Chief Gregory who presented the following report to Council:

MONTH: July

YEAR: 2023

- The security response to WAMSB was a tremendous success. Some key takeaways from this include:
 - The Buckhannon Police Department All-Hazard plan was tested regarding a number of different aspects and worked as designed.
 - Much of this was due to the outstanding cooperation from city personnel, providing valuable assistance with everything from Operations to Logistics.
 - Additionally, our mutual aid with various surrounding law enforcement agencies was a force multiplier that allowed us to operate in a capacity that would otherwise be beyond our capabilities.
 - Assistance from other county and state public safety agencies further provided us with invaluable resources.
 - The WAMSB events provided numerous opportunities for community policing, allowing our officers to engage with participants and spectators alike and helping to dispel any misgivings or misunderstandings that may have existed concerning American law enforcement.
 - The very detailed planning, communication during the planning process, and ultimately the concerted effort that occurred during the execution of the plan laid the foundation for our approach to many other events in the future.
- The second annual CALEA web assessment occurred over a two-week period from late July to early August. This assessment began the interview process of various topic areas in addition to the review of our files. The assessor reported back that everything was in compliance and he was able to sign off on all of our files.
- The police department once again hosted a successful National Night Out event on Tuesday, August 1. This year's event at the B-UHS pool saw 317 attend.
- On Friday, August 18, the police and fire departments will host WVWC RAs at the public safety complex as we discuss issues relative to the new year.
- The police department will participate in a career fair at WVWC on September 21.

ACTIVITIES:

Parking Tickets Issued:

By Parking Enforcement Officer:

By Officers:

TOTAL ISSUED:

Citations Issued:

Misdemeanor Arrests:

Felony Arrests:

Calls Answered:

Complaint Reports:

Accidents Investigated:

Community Policing Hours:

Patrol Mileage:

A Q&A took place following the report.

C.4 City Attorney- Tom O'Neill: Mayor Skinner recognized City Attorney O'Neill who discussed the following:

- The situation where a runoff from United Coal property into the Buckhannon River caused damage to our raw water intake pump at the Water Department and Mr. O'Neill has been in communication with the coal company demanding damages;
- Another Water Department issue regarding the department discontinuing servicing and certifying private fire hydrants;
- An update on the WVWC and City property exchange;
- An update on the Danny Williams property exchange;
- An update on Opioid lawsuit.

A brief Q&A followed.

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

D.1 Charles Gibson Library Director's Report August 2023

August 2023
Money Drawer Report

	May	June	July
Donations:	\$46.11	\$53.50	\$35.67
Memorials/Restricted:	\$30.00	\$0.00	\$0.00
Copies:	\$84.85	\$36.95	\$55.60
Faxes:	\$56.50	\$78.00	\$58.00
Book Sale:	\$17.50	\$10.00	\$19.50
Billed / Lost Mats:	\$15.00	\$45.50	\$24.98
Lamination:	\$2.00	\$4.00	\$0.00
Total:	\$251.96	\$227.95	\$193.75

Summer Reading Program Statistics

	# Registered	Event Participation	Minutes Logged	# of Books
Pre-K (Ages 0-6)	10	28	797	266
Children (Ages 6-12)	7	0	90	9
Teens (Ages 12-13) 1	0	400		

Upcoming Dates

August 8	Board of Trustee’s Meeting
August 9	Early Closing @ 3:00PM: Staff Training
August 12	Teatime Book Discussion
August 14	Policy Sub-Committee Meeting
August 17	Start of School Year
September 2-4	Library Closed: Labor Day Weekend
September 9	Tea Time Book Discussion
September 12	Board of Trustees Meeting
September 18	Policy Sub-Committee Meeting
October 9	Library Closed: Columbus Day
October 10	Board of Trustees Meeting
October 11-13	WVLA Annual Conference: Huntington, WV
October 14	Tea-Time Book Discussion
October 16	Policy Sub-Committee Meeting
November 11	Library Closed: Veterans Day
November 14	Board of Trustees Meeting
November 18	Tea Time Book Discussion
November 20	Policy Sub-Committee Meeting
November 23-25	Library Closed: Thanksgiving Weekend
December 9	Dickens Festival & Tea Time Book Discussion
December 12	Board of Trustees Meeting
December 18	Policy Sub-Committee Meeting
December 25	Library Closed: Christmas Day
December 30	Library Closed: New Year’s Weekend

D.2 Report of Cat & Dog Activity –Upshur County Commission-June 2023

Report of Cat & Dog Activity –Upshur County Commission-June 2023

• Cats brought in by City Trapper	3
• Cats brought in by Animal Control Officer	2
• Cats brought in by County Residents	102
• Dogs brought by Animal Control Officer	7

D.3 Water Board Approval to Recommend Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill on 08/10/2023

D.4 Traffic Control WVWC Move-in Day on August 19, 2023

D.5 West Virginia Make It Shine-Saturday, September 9th & 23rd, 2023 7:30AM-3:30PM at COB Transfer Station

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

E.1 Approval of Minutes - Regular Meeting 07/06/2023

E.2 Approval of Building and Wiring Permits



Permit Fee Report #75964-#75978
08/03/2023 - 08/16/2023

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
75970	Jimbo's Place	6 N Kanawha St	Kevin Chewning	Decals on 2 Windows, 4'x3' Lighted Signage above front door	6,500.00	100.00	Commercial Property		8/4/2023	Yes	N/A	No	
75965	DELMAR LIGHT/JODY LIGHT	102 E MAIN APT 7		RECONNECTION INSPECTION	0.00	100.00	Commercial Property	No		Yes	Zone AE	No	No

					6,500.00	200.00							
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Group Total: 2

Group: Commercial-Industrial (nonresidential)

75978	TREASE A CRITES	15 HENRY ST LOT 6		METAL REPLACE METAL	1,500.00	15.00		No		No	Zone AE	No	No
75973	CASEY EARLS	185 S KANAWHA ST		CHANGING EXISTING SIGN WITH NEW DESIGN- SAME SIZE AND LOCATION 27X38 CHANGING OUT PANELS	100.00	15.00		No	8/9/2023	No	N/A	No	No
75968	First United Methodist Church	52 S Florida St	Sunny Side Construction	Plaster Repair- Black Door Tower	11,000.00	93.50		Yes -If yes attach report		Yes	N/A	No	
75969	Bob Waggy	9 Meadow St		Inside Remodel & Exterior Painting	10,000.00	85.00				No	Zone AE	Yes-Elevation Cert. Not Required	
75970	Jimbo's Place	6 N Kanawha St	Kevin Chewning	Decals on 2 Windows, 4'x3' Lighted Signage above front door	6,500.00	61.75	A Commercial Property		8/4/2023	Yes	N/A	No	
75964	GLEN DAVIS	32 MEADE ST	PHILLIPS REPAIR SERVICE	REPLACING EXISTING FRONT PORCH COLUMNS SIDING AND SOFFIT, DOWNSPOUT	3,000.00	28.50		No		Yes	N/A	No	No
					32,100.00	298.75							

Group Total: 6

Group: No Charge

75974	TONY GUM	47 MEADE ST		HANDICAP RAMP- NO FEE	0.00	0.00		No	8/9/2023	Yes	N/A	No	No
					0.00	0.00							

Group Total: 1

Group: Residential (non-commercial)

75976	Pat Hoover	102 Chestnut St	JD BUILDERS JOSHUA DEAN	Re-Roof Rear Roof - shingles	8,900.00	97.90		Yes -If yes attach report		No	N/A	No	
75977	Linda Navarre	53 W Lincoln St		Replacement of Front Door	400.00	10.00				No	N/A	No	
75975	ROSEMARY QUEEN	184 RANDOLPH		CANOPY OVER THE FRONT GARAGE	400.00	10.00		No	8/11/2023	No	N/A	No	
75971	UTO DOTSON	32 REGER AVE		STABILIZATION OF EXISTING DECK	900.00	10.00		No		No	N/A	No	No
75972	BARBARA CHEWNING	9 FLORENCE ST	J B RYAN CONSTRUCTION	REPLACEMENT OF 3 WINDOWS	1,800.00	19.80		No		No	Zone AE	No	No

75967	JOANNA MORRISON	30 W VICTOIRA		REROOF GARAGE METAL OVER METAL, NOT REMOVING ROOF MATERIAL	5,000.00	55.00		No		No	N/A	No	No
75966	Brittany Vaughn	5 Zeno St		Stick Built Storage Building 12'x16'	1,500.00	16.50			8/2/2023	No	Zone AE	Yes- Elevation Cert. Not Required	Yes- If yes attach Nonconforming Use
					18,900.00	219.20							

Group Total: 7

Group: Zoning Application Fee

75975	ROSEMARY QUEEN	184 RANDOLPH		CANOPY OVER THE FRONT GARAGE	400.00	20.00		No	8/11/2023	No	N/A	No	
75973	CASEY EARLS	185 S KANAWHA ST		CHANGING EXISTING SIGN WITH NEW DESIGN- SAME SIZE AND LOCATION 27X38 CHANGING OUT PANELS	100.00	20.00		No	8/9/2023	No	N/A	No	No
75966	Brittany Vaughn	5 Zeno St		Stick Built Storage Building 12'x16'	1,500.00	20.00			8/2/2023	No	Zone AE	Yes- Elevation Cert. Not Required	Yes- If yes attach Nonconforming Use
					2,000.00	60.00							

Group Total: 3

					59,500.00	777.95							
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E.3 Approval of Payment of the Bills

AUGUST 1-15 2023 GENERAL FUND PAYMENT OF BILLS

\$4,050.07 – TRADEWORX – CLEAN & PAINT CITY HALL EXTERIOR

\$1,269.44 – GALLS – KUSTOM SIGNALS RADAR

\$4,000.00 – CALEA – ANNUAL ACCREDITATION FEE

\$8,486.00 – PTS SOLUTIONS – ANNUAL SOFTWARE MAINTENANCE

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
MAYOR'S OFFICE	REGION VII PLANNING PDC	409-341-00	MAYOR'S SUPPLIES & M	GIS CREATING MAPS	137.50
	ENCOVA INSURANCE	409-226-00	MAYOR'S INSURANCE &	WCN 6007140 8-1-23	3.41
	WV PUBLIC EMPLOYEES INSURANC	409-105-00	MAYOR'S INSURANCE	GF AUG 2023 LIFE INS	3.96
		409-105-00	MAYOR'S INSURANCE	GF AUG 2023 HEALTH INS	1,604.00
	REFUND CITY LICENSE	409-341-00	MAYOR'S SUPPLIES & M	REF CGP FOODS ALCOHOL LICE	250.00
	BUCKHANNON POSTMASTER	409-218-00	MAYOR'S POSTAGE	PERMIT #10 POSTAGE	750.00
	COLLECTION ACCOUNT	409-341-00	MAYOR'S SUPPLIES & M	JULY2023 CC FEES	2,306.68
	DLT SOLUTIONS LLC	409-341-00	MAYOR'S SUPPLIES & M	AUTOCAD SOFTWARE	497.29
	THE SIGN GUY LLC	409-341-00	MAYOR'S SUPPLIES & M	WAMSB PARADE SIGN MAYOR	40.00
	WV MUNICIPAL LEAGUE CONFEREN	409-341-00	MAYOR'S SUPPLIES & M	2023 CONF REGISTRATION SKI	300.00
	JERRY HEARD ASSC.	409-341-00	MAYOR'S SUPPLIES & M	UTILITY BILLS	709.17
	WALMART STORES INC -BUCKHANN	409-341-00	MAYOR'S SUPPLIES & M	CLEANING SPPLS CITYHALL	45.03
	INTERNAL REVENUE SERVICE	409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED	69.56
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	16.27
	U.S. POSTAL SERVICE (CMRS-FP	409-218-00	MAYOR'S POSTAGE	AUG 2023 POSTAGE	250.00
	COLLECTION ACCOUNT 2	409-341-00	MAYOR'S SUPPLIES & M	JULY 2023 RECDESK CC FEE	150.64
	ROSSMAN & CO/PCB CORP	409-341-00	MAYOR'S SUPPLIES & M	JUNE 2023	0.63
	IWDTV GRAY MEDIA GROUP INC	409-341-07	NEA GRANT EXPENSE	NEA GRANT WAMSB TARGETED E	2,400.00
	**PAYROLL EXPENSES			8/01/2023 - 8/15/2023	1,133.55
				TOTAL:	10,667.69
COUNCIL	ENCOVA INSURANCE	410-226-00	COUNCIL INSURANCE (P	WCN 6007140 8-1-23	3.41
	UPSHUR COUNTY COMMISSION	410-460-00	CAT CONTROL EXPENSE	CATS JUNE 2023	30.00
	JOHN M SLAUGHTER II	410-460-00	CAT CONTROL EXPENSE	CAT TRAP JUN&JUL 2023	520.00
	TRAVELERS INSURANCE	410-226-00	COUNCIL INSURANCE (P	INS PREMIUM AUTO LIAB AUG	825.16
				TOTAL:	1,378.57
RECORDER	ENCOVA INSURANCE	411-226-00	INSURANCE/COMPENSATI	WCN 6007140 8-1-23	3.41
				TOTAL:	3.41
TREASURER	ENCOVA INSURANCE	413-226-00	TREASURER'S INSURANC	WCN 6007140 8-1-23	3.41
	WV PUBLIC EMPLOYEES INSURANC	413-105-00	TREASURER'S GROUP IN	GF AUG 2023 LIFE INS	1.98
	INTERNAL REVENUE SERVICE	413-104-00	TREASURER'S F.I.C.A.	FICA WITHHELD AND MATCHED	19.42
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	4.54
	**PAYROLL EXPENSES			8/01/2023 - 8/15/2023	313.19
				TOTAL:	342.54
COURT	ENCOVA INSURANCE	416-226-00	POLICE JUDGE INS BON	WCN 6007140 8-1-23	6.00
				TOTAL:	6.00
CITY ENGINEER	ENCOVA INSURANCE	420-226-00	CITY ENGINEER INS &	WCN 6007140 8-1-23	24.20
	INTERNAL REVENUE SERVICE	420-104-00	CITY ENGINEER FICA T	FICA WITHHELD AND MATCHED	51.51
		420-104-00	CITY ENGINEER FICA T	MEDICARE WITHHELD & MATCHE	12.05

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	**PAYROLL EXPENSES			8/01/2023 - 8/15/2023	823.30
				TOTAL:	911.06
HOUSING	UPSHUR COUNTY SHERIFF'S DEPT	436-354-00	HOUSING ENFORCEMENT	TAXES ALDERMAN -AMBROSE ST	855.18
		436-354-00	HOUSING ENFORCEMENT	TAXES AYERS-NONA ST	18.94
		436-354-00	HOUSING ENFORCEMENT	TAXES AYERS-NONA ST HOUSE	591.54
				TOTAL:	1,465.66
ZONING	ENCOVA INSURANCE	437-226-00	ZONING INSURANCE & B	WCN 6007140 8-1-23	59.90
	WV PUBLIC EMPLOYEES INSURANC	437-105-00	ZONING HEALTH INS	GF AUG 2023 LIFE INS	1.98
		437-105-00	ZONING HEALTH INS	GF AUG 2023 HEALTH INS	389.00
	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.	MEDICARE WITHHELD & MATCHE	21.75
	**PAYROLL EXPENSES			8/01/2023 - 8/15/2023	1,500.00
				TOTAL:	2,065.63
DATA PROCESSING	OPTIMUM B2B, DEPT. 1264	439-230-00	DATA PROCESSING	AUG 2023 CITY HALL INTERNE	214.62
	TYLER TECHNOLOGIES INC	439-230-00	DATA PROCESSING	RECEIPTER MAINT SEP23-JUN2	525.89
				TOTAL:	740.51
CITY HALL	MON POWER	440-213-00	CITY HALL UTILITIES	110088782062 70 E MAIN ST	0.00
	UNIFIRST CORP.	440-216-00	CITY HALL MAINTENANC	ALL DEPT UNIFORMS JULY 202	117.00
	ENCOVA INSURANCE	440-226-00	CITY HALL INSURANCE	WCN 6007140 8-1-23	73.09
	WV PUBLIC EMPLOYEES INSURANC	440-105-00	CITY HALL JANITOR IN	GF AUG 2023 LIFE INS	1.98
	MOUNTAINEER GAS COMPANY	440-213-00	CITY HALL UTILITIES	269245-314199 1 S-FLORIDA	33.70
	CENTRAL SUPPLY CO	440-216-00	CITY HALL MAINTENANC	CLEANING SPPLS CITYHALLEX	46.26
	INTERNAL REVENUE SERVICE	440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	127.48
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	29.81
	ROZELLE ENTERPRISES DBA TRAD	440-216-00	CITY HALL MAINTENANC	CLEAN & PAINT CTYHALL EXT	4,050.07
	**PAYROLL EXPENSES			8/01/2023 - 8/15/2023	2,070.75
				TOTAL:	6,550.14
POLICE	RALSTON PRESS INC	700-341-00	POLICE DEPT. MAT & S	CARDS D LOUDIN & MAJO	46.48
	ENCOVA INSURANCE	700-226-00	POLICE DEPT. INSURAN	WCN 6007140 8-1-23	1,286.51
	WV PUBLIC EMPLOYEES INSURANC	700-105-00	POLICE DEPT. GROUP I	GF AUG 2023 LIFE INS	23.76
		700-105-00	POLICE DEPT. GROUP I	GF AUG 2023 HEALTH INS	8,019.00
	GALLS LLC	700-345-00	POLICE DEPT. UNIFORM	BOOTS W. COURTNEY	140.19
		700-345-00	POLICE DEPT. UNIFORM	BOOTS M. STEWART	170.75
		700-341-00	POLICE DEPT. MAT & S	KUSTOM SIGNALS RADAR	1,269.44
	MATTHEW GREGORY	700-221-00	POLICE DEPT. TRAININ	TRAVEL CALEA CONF JULY 202	1,567.90
	FBINAA WV	700-221-00	POLICE DEPT. TRAININ	TRAINING GREGORY/LOUDIN	120.00
	LOWES BUSINESS ACCOUNTS	700-341-00	POLICE DEPT. MAT & S	KEYS FOR LOCK AT PD	49.14
	SUPER SPLASH LLC	700-343-00	POLICE DEPT. AUTO SU	JULY 2023 CAR WASHES	40.00
	TOSHIBA FINANCIAL SERVICES	700-341-00	POLICE DEPT. MAT & S	COPIER PD DEPT 7/19-8/19/2	149.40
	ENTERPRISE FM TRUST	700-459-00	POLICE DEPT. NEW EQU	25QCLL 2022 INTERCEPTOR	758.94
		700-459-00	POLICE DEPT. NEW EQU	25QCLN 2022 INTERCEPTOR	750.10
		700-459-00	POLICE DEPT. NEW EQU	25QCLN 2022 INTERCEPTOR	762.59
		700-459-00	POLICE DEPT. NEW EQU	25QCLP 2022 INTERCEPTOR	758.94
		700-459-00	POLICE DEPT. NEW EQU	25QCLJ 2022 INTERCEPTOR	767.54
		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

08-15-2023 03:41 PM		DISBURSEMENTS 8-1-23 to 8-15-23		PAGE: 3			
FUND: GENERAL FUND							
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT		
	COMMISSION ON ACCREDITATION SAM'S PIZZA INTERNAL REVENUE SERVICE TIM SMITH LEXIPOL PTS SOLUTIONS, INC WORLD FUEL SERVICES, INC. STAPLES ADVANTAGE FRONTIER TRAVELERS INSURANCE **PAYROLL EXPENSES	700-459-00	POLICE DEPT. NEW EQU 23KNZ9 2020	POLICE INTERCE	988.13		
		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 ANNUAL ACCREDITATION	FEE	4,000.00		
		700-341-00	POLICE DEPT. MAT & S PIZZA	NTNL NIGHT OUT	450.00		
		700-104-00	POLICE DEPT. FICA TA FICA	WITHHELD AND MATCHED	3,397.80		
		700-104-00	POLICE DEPT. FICA TA MEDICARE	WITHHELD & MATCHE	794.65		
		700-221-00	POLICE DEPT. TRAININ TRAVEL	ICS300 MORGANTOWN	306.20		
		700-221-00	POLICE DEPT. TRAININ POLICE ONE	ACADEMY ANNUAL	1,285.44		
		700-459-00	POLICE DEPT. NEW EQU PTS	ANNUAL SOFTWR MAINT	8,486.00		
		700-343-00	POLICE DEPT. AUTO SU JULY 2023	POLICE FUEL BILL	2,675.34		
		700-341-00	POLICE DEPT. MAT & S PAPER	TOWELS, FOAM CUPS	102.78		
		700-211-00	POLICE DEPT. TELEPHO 473-7911-073014-4	POL FAX	90.49		
		700-226-00	POLICE DEPT. INSURAN	INS PREMIUM AUTO LIAB AUG	5,186.37		
				8/01/2023 - 8/15/2023	55,068.41		
				TOTAL:	103,104.35		
FIRE	ENCOVA INSURANCE WV PUBLIC EMPLOYEES INSURANC MATHENY MOTOR TRUCK CO AUTO ZONE NAPA-AMTOWER AUTO SUPPLY ENTERPRISE FM TRUST CITIZENS BANK OF WV HERITAGE FIRE EQUIPMENT LLC INTERNAL REVENUE SERVICE NEWLONS INTERNATIONAL SALES WORLD FUEL SERVICES, INC. MARIA POTTER TRAVELERS INSURANCE **PAYROLL EXPENSES	706-226-00	FIRE DEPT. INSURANCE WCN 6007140	8-1-23	1,126.71		
		706-105-00	FIRE DEPT. GROUP INS	GF AUG 2023 LIFE INS	19.80		
		706-105-00	FIRE DEPT. GROUP INS	GF AUG 2023 HEALTH INS	5,584.00		
		706-343-00	FIRE DEPT. AUTO SUPP	AIR FILTER FOR E1102	252.14		
		706-343-00	FIRE DEPT. AUTO SUPP	STRIP LIGHTING ENG 1	197.30		
		706-343-00	FIRE DEPT. AUTO SUPP	FILTERS & OIL ENG 1102	228.31		
		706-459-00	FIRE DEPT. CAPITAL O 268ST6 2023	RAM 2500	876.05		
		706-459-00	FIRE DEPT. CAPITAL O 2021	PUMPER TRK AUG 2023 P	4,790.11		
		706-343-00	FIRE DEPT. AUTO SUPP	PTO SWITCH ENGINE 1	155.35		
		706-343-00	FIRE DEPT. AUTO SUPP	SWITCH, VALVE STEM CAP E1	69.03		
		706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	1,776.41		
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	415.45		
		706-343-00	FIRE DEPT. AUTO SUPP	SEAL ENGINE 1102	14.44		
		706-343-00	FIRE DEPT. AUTO SUPP	JULY 2023 FIRE FUEL BILL	977.90		
		706-345-00	FIRE DEPT. UNIFORMS	REIMB BOOTS	103.35		
		706-226-00	FIRE DEPT. INSURANCE	INS PREMIUM AUTO LIAB AUG	1,486.49		
				8/01/2023 - 8/15/2023	28,665.23		
				TOTAL:	46,738.07		
STREET	BUCKHANNON UTIL BOARDS MON POWER UPSHUR COUNTY SHERIFF'S DEPT UNIFIRST CORP. COLE TRUCK PARTS INC WV PAGING ENCOVA INSURANCE WV PUBLIC EMPLOYEES INSURANC NAPA-AMTOWER AUTO SUPPLY LOWES BUSINESS ACCOUNTS	750-341-00	STREET DEPT. MAT & S STREET	DEPT WASTE	20.09		
		750-213-00	STREET DEPT. UTILITI 110084762464	20 FACTORY ST	0.00		
		750-213-00	STREET DEPT. UTILITI 110084762126	24 FACTORY	0.00		
		750-213-00	STREET DEPT. UTILITI 110084761755	17 1/2 FACTOR	0.00		
		750-213-00	STREET DEPT. UTILITI 110123905108	25 N LOCUST S	9.60		
		750-213-00	STREET DEPT. UTILITI 110148156588	RT 6 395 MUHL	817.88		
		750-213-00	STREET DEPT. UTILITI 110148255778	395 MUDLICK R	766.80		
		750-213-00	STREET DEPT. UTILITI 110088783078	22 S FLORIDA	0.00		
		750-213-00	STREET DEPT. UTILITI 110148096107	15 MADISON ST	0.00		
		750-341-00	STREET DEPT. MAT & S FIRE FEE	MUDLICK 2-5F-52-1	100.00		
		750-345-00	STREET DEPT. UNIFORM	ALL DEPT UNIFORMS JULY 202	435.63		
		750-343-00	STREET DEPT. AUTO SU	SERVICE CHAMBER S-20	29.92		
		750-213-00	STREET DEPT. UTILITI JULY 2023	STREET PAGERS	23.00		
		750-226-00	STREET DEPT. INSURAN WCN 6007140	8-1-23	996.01		
		750-105-00	STREET DEPT. GROUP I	GF AUG 2023 LIFE INS	17.82		
		750-105-00	STREET DEPT. GROUP I	GF AUG 2023 HEALTH INS	5,566.00		
		750-343-00	STREET DEPT. AUTO SU	BRAKE PADS & CALIPER S-11	238.15		
		750-341-00	STREET DEPT. MAT & S THERMOSTAT,	HEADLAMP	166.10		
		08-15-2023 03:41 PM		DISBURSEMENTS 8-1-23 to 8-15-23		PAGE: 4	
		FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT		
	DIAMOND BLADE WAREHOUSE ENTERPRISE FM TRUST BENNYS BOOT HILL INTERNAL REVENUE SERVICE HINKLE TRUCKING, INC. FIRST COMMUNITY BANK CORPORA WORLD FUEL SERVICES, INC. TRAVELERS INSURANCE **PAYROLL EXPENSES	750-341-00	STREET DEPT. MAT & S ANCHOR	BOLTS	30.40		
		750-341-00	STREET DEPT. MAT & S DOOR	HINGE	17.95		
		750-341-00	STREET DEPT. MAT & S CAULKING	TOOL & GUN	41.25		
		750-341-00	STREET DEPT. MAT & S (4) CUTOFF	BLADES	665.40		
		750-459-00	STREET DEPT. CAPITAL 25QBZJ 2022	RAM 1500	440.56		
		750-459-00	STREET DEPT. CAPITAL 22WGHW 5500	CHASSIS DUMP T	3,714.06		
		750-459-00	STREET DEPT. CAPITAL 23P226 2020	RAM 2500	1,820.58		
		750-459-00	STREET DEPT. CAPITAL 23P47T 2020	RAM 2500	684.15		
		750-341-00	STREET DEPT. MAT & S BOOTS	FOR MORGAN BAI	179.91		
		750-341-00	STREET DEPT. MAT & S BOOTS	FOR DANNY BAIL	206.96		
		750-341-00	STREET DEPT. MAT & S BOOTS	FOR BRIAN HOWES	206.91		
		750-104-00	STREET DEPT. FICA TA FICA	WITHHELD AND MATCHED	1,902.66		
		750-104-00	STREET DEPT. FICA TA MEDICARE	WITHHELD & MATCHE	444.84		
		750-458-05	STREET DEPT PROJECTS	HAULING CEMENT FOR MIXING	656.60		
		750-459-22	PROPERTY PAYMENT MUHL	AUG 2023 PUBLIC WRKS BLDG	9,774.80		
		750-343-00	STREET DEPT. AUTO SU JULY 2023	STREET FUEL BILL	2,449.04		
		750-226-00	STREET DEPT. INSURAN	INS PREMIUM AUTO LIAB AUG	3,722.05		
				8/01/2023 - 8/15/2023	30,706.14		
				TOTAL:	66,850.66		
STREET LIGHTS	MON POWER	751-213-00	STREET LIGHTS	110 087 818 008 MAIN ST	5,867.77		
		751-213-00	STREET LIGHTS	110088782484 E. MAIN ST	0.00		
		751-213-00	STREET LIGHTS	110100156733 107 E MAIN ST	0.00		
		751-213-00	STREET LIGHTS	110 151 101 430 99 W. MAIN	113.25		
		751-213-00	STREET LIGHTS	110158087939 MAIN ST CAMER	0.00		
		751-213-00	STREET LIGHTS	110160309701 31 S KANAWHA	0.00		
		TOTAL:	5,981.02				
TRAFFIC SIGNALS & SIGN	MON POWER	752-213-00	TRAFFIC SIGNALS POWE	110 088 985 459 RT. 119	43.82		
		752-213-00	TRAFFIC SIGNALS POWE	110088985624 RT. 20 BKN C	48.44		
		752-213-00	TRAFFIC SIGNALS POWE	110081822063 W. MAIN ST	32.55		
		752-213-00	TRAFFIC SIGNALS POWE	110081718022 SPRING & MAIN	0.00		
		752-213-00	TRAFFIC SIGNALS POWE	110087174485 S. KANAWHA ST	0.00		
		752-213-00	TRAFFIC SIGNALS POWE	110088235830 REGER ST RT 2	0.00		
		752-213-00	TRAFFIC SIGNALS POWE	110088820243 MAIN ST	37.27		
		752-213-00	TRAFFIC SIGNALS POWE	110088059925 E MAIN ST	0.00		
		752-213-00	TRAFFIC SIGNALS POWE	110080768291 E. MAIN ST	27.59		
				TOTAL:	189.67		
PARK 30% TO CPWB	CONSOLIDATED PUBLIC WORKS BD	900-341-00	PARK-30% HOT/MOT PD	JULY 2023 HOTEL MOTEL	7,474.74		
				TOTAL:	7,474.74		
CVB 70% TO CVB	UPSHUR COUNTY CVB	901-235-00	HOTEL/MOTEL 70% PAID	JULY 2023 HOTEL MOTEL	17,441.06		
				TOTAL:	17,441.06		
ARTS-THEATRE	MON POWER UNIFIRST CORP. ENCOVA INSURANCE WV PUBLIC EMPLOYEES INSURANC MOUNTAINEER GAS COMPANY LOWES BUSINESS ACCOUNTS	906-213-00	CAC UTILITIES	110122154542 48 E. MAIN ST	603.37		
		906-341-00	CAC SUPPLIES & EXPEN	ALL DEPT UNIFORMS JULY 202	45.02		
		906-226-00	CAC INSURANCE & BOND	WCN 6007140 8-1-23	3.41		
		906-105-00	CAC HEALTH INS	GF AUG 2023 LIFE INS	1.98		
		906-105-00	CAC HEALTH INS	GF AUG 2023 HEALTH INS	389.00		
		906-213-00	CAC UTILITIES	268704-483167 48 E. MAIN S	33.70		
		906-450-01	THEATRE BLDG	PAINT AND TRIM	399.04		
		906-450-01	THEATRE BLDG	SEALANT & BACKER	88.12		
		906-450-01	THEATRE BLDG	FLOOR VENT	26.38		

08-15-2023 03:41 PM		DISBURSEMENTS 8-1-23 to 8-15-23			PAGE: 5		
FUND: GENERAL FUND							
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT		
	DODSON BROS EXTERMINATING CO CITIZENS BANK OF WV INTERNAL REVENUE SERVICE ANNE WILSON FRONTIER **PAYROLL EXPENSES	906-450-01	THEATRE BLDG	GORILLA TAPE	28.44		
		906-450-01	THEATRE BLDG	WOODFILLER & BRUSHES	92.26		
		906-216-00	THEATRE MAINTENANCE/	JULY 2023 PEST CONTROL	100.00		
		906-459-00	THEATRE CAPITAL	CAC SEATING SEPT 2023 PYMT	5,220.65		
		906-104-00	CAC FICA	FICA WITHHELD AND MATCHED	107.18		
		906-104-00	CAC FICA	MEDICARE WITHHELD & MATCHE	25.07		
		906-341-00	CAC SUPPLIES & EXPEN	TRAVEL TO WORKSHOP CLARKSB	44.54		
		906-213-00	CAC UTILITIES	473-8987-052821-4 THEATRE	113.33		
				8/01/2023 - 8/15/2023	1,728.75		
				TOTAL:	9,050.24		
STOCKERT YOUTH CENTER	MON POWER UNIFIRST CORP. LEAF RITE-WAY HEATING & PLUMBING ENCOVA INSURANCE CARTER: LARRY WV PUBLIC EMPLOYEES INSURANC LOWES BUSINESS ACCOUNTS WALMART STORES INC -BUCKHANN INTERNAL REVENUE SERVICE LYNX WV INC WORLD FUEL SERVICES, INC. DAWN WEBB TRAVELERS INSURANCE **PAYROLL EXPENSES	907-213-00	UTILITIES	110084592119 SYC	0.00		
		907-213-00	UTILITIES	110084767208 79 E MAIN ST	28.04		
		907-216-00	MAINTENANCE	ALL DEPT UNIFORMS JULY 202	60.28		
		907-341-01	OPERATING EXPENSES	COPIER LEASE SYC	177.51		
		907-216-00	MAINTENANCE	TOILET REPAIR PARTS SYC	15.07		
		907-216-00	MAINTENANCE	TOILET REPAIR PARTS SYC	15.58		
		907-226-00	INSURANCE & BONDS	WCN 6007140 8-1-23	140.10		
		907-363-00	KARATE CLASS INSTRUC	KARATE INSTRCTR JULY 2023	44.00		
		907-105-00	GROUP INSURANCE	GF AUG 2023 LIFE INS	5.94		
		907-105-00	GROUP INSURANCE	GF AUG 2023 HEALTH INS	2,131.00		
		907-216-00	MAINTENANCE	PLUMBING SUPPLIES	69.11		
		907-341-00	MATERIALS & SUPPLIES	CLEANING SUPPLIES SYC	132.03		
		907-341-00	MATERIALS & SUPPLIES	AIR CONDITIONER	170.05		
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	474.82		
		907-356-00	YOUTH BASKETBALL	CAMP BUC SUPPLIES	16.96		
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	148.17		
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	62.70		
		907-356-00	YOUTH BASKETBALL	CAMP BUC SUPPLIES	18.49		
		907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	704.26		
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	164.71		
		907-213-00	UTILITIES	SYCC AUG 2023 INTERNET	145.00		
		907-343-00	SYC AUTO SUPPLIES	JULY 2023 SYC FUEL BILL	698.27		
		907-363-00	KARATE CLASS INSTRUC	KARATE INSTRCTR JULY 2023	132.00		
		907-226-00	INSURANCE & BONDS	INS PREMIUM AUTO LIAB AUG	715.86		
				8/01/2023 - 8/15/2023	11,359.40		
				TOTAL:	17,629.35		
		CONVENTION CENTER	ENCOVA INSURANCE	910-226-00	INSURANCE & BONDS	WCN 6007140 8-1-23	3.41
						TOTAL:	3.41
		PUBLIC SAFETY	MON POWER UNIFIRST CORP. RITE-WAY HEATING & PLUMBING J T MARTIN COMPANY INC LOWES BUSINESS ACCOUNTS	976-213-00	SAFETY COMPLEX UTILI	110088783078 22 S FLORIDA	0.00
				976-216-00	SAFETY COMPLEX MAINT	ALL DEPT UNIFORMS JULY 202	53.50
976-216-00	SAFETY COMPLEX MAINT			TOILET REPAIR POLICE DPT	91.68		
976-216-00	SAFETY COMPLEX MAINT			SERVICE FEE EXT INSPECTIO	113.00		
976-459-00	SAFETY COMPLEX CAPIT			CONCRETE PSC FACADE	53.11		
				TOTAL:	311.29		

E.4 Accept Resignation Melissa Franke –SYCC BOD’s WVWC Representative

August 9, 2023

To the Board Members and Staff of Stockert Youth and Community Center,

I wish to express my gratitude for the opportunity to meet all of you and witness the work the staff and board members are doing to improve the lives of the citizens in Upshur County. Serving as a West Virginia Wesleyan College representative to the Board of Stockert Youth and Community Center has been an honor. I have been so very impressed by the dedication of the staff and board members to the community and their ability to “make it work” as they strive provide the care the community needs. I have decided to retire this summer and I will miss seeing each of you and hearing of your accomplishments. Take care and I know I will think of you often- it was such a pleasure to work with each of you.

Sincerely,
Melissa Franke

A motion to approve the Consent Agenda as presented was made by Rylands/Reger. Motion carried.

F. Strategic Issues for Discussion and/or Vote
F.1 Approval Resolution 2023-10 General Fund Budget Revision #2 FY 2023/2024 – Action taken earlier in the meeting.

F.2 Review & Approval to Allow WVDOT and A&O Railroad Co. Upgrade the Surface at an Existing Railroad Crossing on Railroad Avenue near WV Split Rail – Mayor Skinner provided an explanation of the request.



Alanna J. Keller, P.E.
Deputy Secretary of Transportation
Deputy Commissioner of Highways

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

August 4, 2023

**The Honorable Robbie Skinner, III
Mayor, City of Buckhannon
70 East Main Street
Buckhannon, West Virginia 26201**

Dear Mayor Skinner:

This is in reference to a proposed project to upgrade the surface at an existing railroad crossing on Railroad Avenue in Buckhannon, Upshur County.

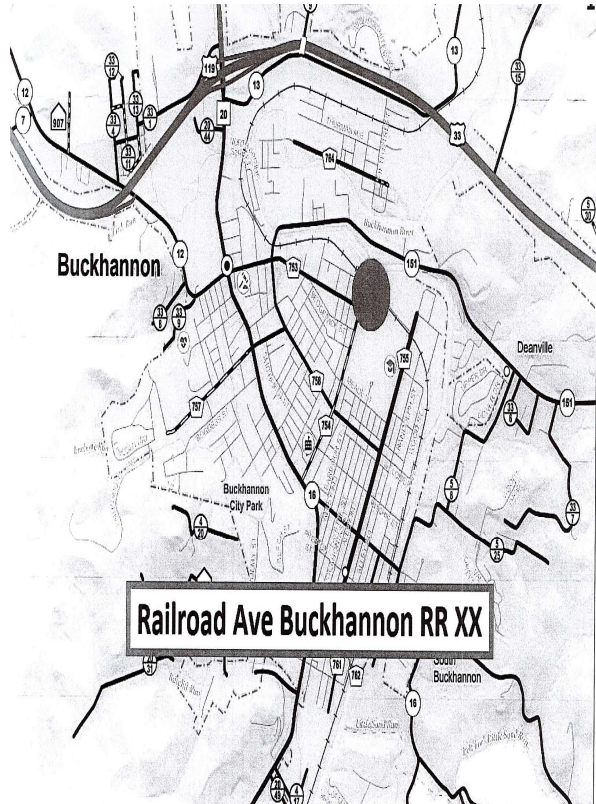
We have enclosed four copies of a proposed agreement between the West Virginia Division of Highways (WVDOT) and Appalachian and Ohio Railroad Company, establishing mutual responsibilities regarding establishing and maintaining the above reference project. Please present these documents to the City Council for review and approval. Once the proper authorities have executed these documents, please return all four copies to this office for dating and further handling. Please note that the date of the agreement will be the date the DOH executes it; therefore, the date space at the top of the first page of the agreement is to be left blank. After executed by the DOH, a copy will be returned for your file. The Town's financial contribution to this project will be zero.

Thank you for your cooperation in this matter. Should you have any questions, please contact Tom Hammonds of this Division at (304) 414-7337.

Sincerely,

Tilukh

Ted J. Whitmore, P.E.
Director-
Traffic Engineering Division



AGREEMENT

STATE PROJECT: U349-BUC/RR-1.00

FEDERAL PROJECT: RHCH-2023(176)D

UPSHUR COUNTY

THIS LUMP SUM AGREEMENT, made this ____ day of _____, ____
between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF
HIGHWAYS, hereinafter called DEPARTMENT, and APPALACHIAN & OHIO
RAILROAD COMPANY, a corporation, hereinafter called RAILROAD.

WITNESSETH:

WHEREAS, in the public interest, the parties hereto desire to improve the grade crossing on Railroad Avenue (Buckhannon) at the interface with the RAILROAD'S System by the upgrading of a crossing DOT No. 146 841W. Said proposed highway improvement is designated by DEPARTMENT as State Project No. U349-BUC/RR-1.00, and Federal Project No. RHCH-2023(176)D, Upshur County; and

WHEREAS, the parties hereto propose to cooperate in this improvement in accordance with the provisions of Federal-Aid Policy Guide 23 CFR 646B and supplements and amendments thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties hereto as follows:

SECTION 1. The work to be done under this agreement shall consist of removing existing crossing materials and placing 36 track feet of Omni full depth concrete crossing surface. Work to be performed by the parties hereto under this agreement is sometimes hereinafter referred to as the **"PROJECT"**.

SECTION 2. It is understood and agreed that **RAILROAD** will furnish the labor, equipment and any other necessary materials required for the **PROJECT**. **DEPARTMENT** agrees to reimburse **RAILROAD** the difference in cost of material to install the agreed upon higher type surface over a standard timber and asphalt crossing. In addition, **DEPARTMENT**

RESOLUTION OF THE COUNCIL OF THE CITY OF BUCKHANNON,
WEST VIRGINIA, AUTHORIZING EXECUTION OF AN AGREEMENT
WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS, WITH REGARD TO ESTABLISHMENT AND
MAINTENANCE OF A RAILROAD SIGNAL SYSTEM WITHIN THE
MUNICIPAL LIMITS OF THE CITY OF BUCKHANNON, UPSHUR
COUNTY, WEST VIRGINIA.

BE IT RESOLVED BY THE CITY OF BUCKHANNON, UPSHUR COUNTY,
WEST VIRGINIA, AS FOLLOWS:

1. That the Mayor of the City of Buckhannon, West Virginia, a Municipal Corporation, be and is hereby authorized to execute, to have acknowledged, and to have delivered on behalf of said City, an agreement, a copy of which is attached hereto and made a part hereof, with the West Virginia Department of Transportation, Division of Highways, with regard to the establishment and maintenance of a railroad signal system within the Corporate Limits of said City; and
2. That the City Clerk and Recorder do properly attest the signature of said officials and affix the seal of the City to said agreement.

On motion made by _____ and seconded
by _____, the City Council of Buckhannon, West
Virginia, does hereby approve and authorize the adoption of said Resolution.

STATE OF WEST VIRGINIA
COUNTY OF UPSHUR
CITY OF BUCKHANNON

I, _____, City Clerk and Recording Officer of said Municipality, do hereby certify that the foregoing are true copies from the records of order made and entered into by the Council of said Municipality on the _____ day of _____, 20 ____.

City Clerk and Recording Officer

shall bear the cost of any underdrain pipe or filter fabric material used in connection with the PROJECT.

SECTION 3. RAILROAD shall be responsible for providing temporary signing and other traffic control measures in accordance with West Virginia's Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition", to the extent normally necessary for the replacement of the RAILROAD'S standard crossing surface. DEPARTMENT will reimburse RAILROAD for any temporary traffic control costs that exceed those normally incurred if RAILROAD had installed a standard timber and asphalt crossing.

SECTION 4. RAILROAD shall provide watchmen or flagmen, when necessary to protect or safeguard RAILROAD or highway traffic during the installation of the grade crossing improvement.

SECTION 5. It is understood and agreed that the DEPARTMENT will reimburse RAILROAD a lump sum of \$105,963.00 as the total payment for the work performed under this agreement.

SECTION 6. After the grade crossing surface is installed, it shall hereafter be maintained in good condition by RAILROAD through the usual life of such crossing. When it becomes necessary to replace or rebuild the crossing surface, RAILROAD will replace the crossing surface in accordance with its standards at the time. In the event the DEPARTMENT desires a surface other than RAILROAD'S standard, the cost thereof will be borne by DEPARTMENT and the type of surface will be one mutually agreed to by RAILROAD and the DEPARTMENT. In the event funds are made available by Federal or State laws or regulations for the purpose of assuming, in whole or in part, the expense of maintaining grade crossing surfaces, nothing herein shall continue to obligate the RAILROAD to bear such expense to the extent that such public funds are made available for such purpose.

SECTION 7. This agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, DEPARTMENT and RAILROAD have caused their names to be signed and seals affixed by their duly authorized officials as of the date hereof.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By _____

Its Secretary of Transportation/Commissioner of Highways

ATTEST:

By _____

Its _____

APPROVED AS TO FORM THIS
5 DAY June 2023
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS
J. Carr 2786024

APPALACHIAN & OHIO RAILROAD COMPANY,
a corporation

By Robert C. Bishop

Its VP Chief Engineer

ATTEST:

By [Signature]

Its General Counsel

Motion to approve allowing the WVDOT and A&O Railroad Company to upgrade the surface at an existing railroad crossing on Railroad Avenue near WV Split Rail was made by Sanders/Thomas. Motion carried.

F.3 Review & Approval to Allow WVDOT and A&O Railroad Co. to Upgrade the Surface at an Existing Railroad Crossing on Camden Avenue – Mayor Skinner provided an explanation of the request.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Alanna J. Keller, P.E.
Deputy Secretary of Transportation
Deputy Commissioner of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

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

August 4, 2023

The Honorable Robbie Skinner, III
Mayor, City of Buckhannon
70 East Main Street
Buckhannon, West Virginia 26201

Dear Mayor Skinner:

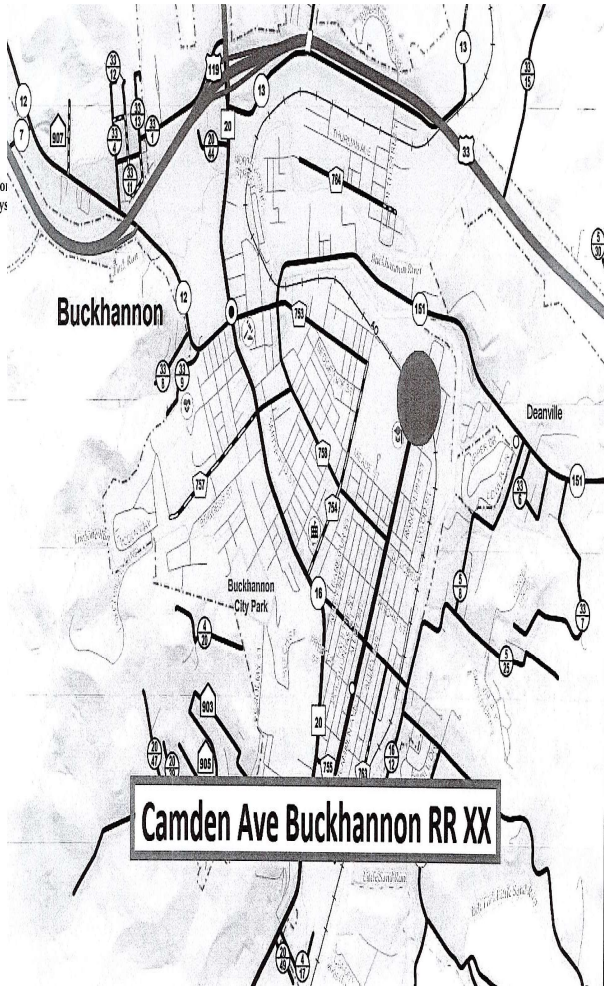
This is in reference to a proposed project to upgrade the surface at an existing railroad crossing on Camden Avenue in Buckhannon, Upshur County.

We have enclosed four copies of a proposed agreement between the West Virginia Division of Highways (WVDOT) and Appalachian and Ohio Railroad Company establishing mutual responsibilities regarding establishing and maintaining the above reference project. Please present these documents to the City Council for review and approval. Once the proper authorities have executed these documents, please return all four copies to this office for dating and further handling. Please note that the date of the agreement will be the date the DOH executes it; therefore, the date space at the top of the first page of the agreement is to be left blank. After executed by the DOH, a copy will be returned for your file. The Town's financial contribution to this project will be zero.

Thank you for your cooperation in this matter. Should you have any questions, please contact Tom Hammonds of this Division at (304) 414-7337.

Sincerely,

Ted J. Whitmore, P.E.
Director-
Traffic Engineering Division



RESOLUTION OF THE COUNCIL OF THE CITY OF BUCKHANNON, WEST VIRGINIA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, WITH REGARD TO ESTABLISHMENT AND MAINTENANCE OF A RAILROAD SIGNAL SYSTEM WITHIN THE MUNICIPAL LIMITS OF THE CITY OF BUCKHANNON, UPSHUR COUNTY, WEST VIRGINIA.

BE IT RESOLVED BY THE CITY OF BUCKHANNON, UPSHUR COUNTY, WEST VIRGINIA, AS FOLLOWS:

That the Mayor of the City of Buckhannon, West Virginia, a Municipal Corporation, be and is hereby authorized to execute, to have acknowledged, and to have delivered on behalf of said City, an agreement, a copy of which is attached hereto and made a part hereof, with the West Virginia Department of Transportation, Division of Highways, with regard to the establishment and maintenance of a railroad signal system within the Corporate Limits of said City; and

That the City Clerk and Recorder do properly attest the signature of said officials and affix the seal of the City to said agreement.

On motion made by _____ and seconded by _____, the City Council of Buckhannon, West Virginia, does hereby approve and authorize the adoption of said Resolution.

STATE OF WEST VIRGINIA
COUNTY OF UPSHUR
CITY OF BUCKHANNON

I, _____, City Clerk and Recording Officer of said Municipality, do hereby certify that the foregoing are true copies from the records of order made and entered into by the Council of said Municipality on the ____ day of _____, 20____.

City Clerk and Recording Officer

AGREEMENT

STATE PROJECT: U349-CAB/R-1.00
FEDERAL PROJECT: RHCH-2023(256)D
UPSHUR COUNTY

THIS LUMP SUM AGREEMENT, made this ____ day of _____, _____, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called DEPARTMENT, and APPALACHIAN & OHIO RAILROAD COMPANY, a corporation, hereinafter called RAILROAD.

WITNESSETH:

WHEREAS, in the public interest, the parties hereto desire to improve the grade crossing on Camden Avenue (Buckhannon) at the interface with the RAILROAD'S System by the upgrading of a crossing DOT No. 146 842D. Said proposed highway improvement is designated by DEPARTMENT as State Project No. U349-CAB/R-1.00, and Federal Project No. RHCH-2023(256)D, Upshur County; and

WHEREAS, the parties hereto propose to cooperate in this improvement in accordance with the provisions of Federal-Aid Policy Guide 23 CFR 646B and supplements and amendments thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties hereto as follows:

SECTION 1. The work to be done under this agreement shall consist of removing existing crossing materials and placing 54 track feet of Omni full depth concrete crossing surface. Work to be performed by the parties hereto under this agreement is sometimes hereinafter referred to as the "PROJECT".

SECTION 2. It is understood and agreed that RAILROAD will furnish the labor, equipment and any other necessary materials required for the PROJECT. DEPARTMENT agrees to reimburse RAILROAD the difference in cost of material to install the agreed upon higher type surface over a standard timber and asphalt crossing. In addition, DEPARTMENT

shall bear the cost of any underdrain pipe or filter fabric material used in connection with the PROJECT.

SECTION 3. RAILROAD shall be responsible for providing temporary signing and other traffic control measures in accordance with West Virginia's Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition", to the extent normally necessary for the replacement of the RAILROAD'S standard crossing surface. DEPARTMENT will reimburse RAILROAD for any temporary traffic control costs that exceed those normally incurred if RAILROAD had installed a standard timber and asphalt crossing.

SECTION 4. RAILROAD shall provide watchmen or flagmen, when necessary to protect or safeguard RAILROAD or highway traffic during the installation of the grade crossing improvement.

SECTION 5. It is understood and agreed that the DEPARTMENT will reimburse RAILROAD a lump sum of \$126,300.00 as the total payment for the work performed under this agreement.

SECTION 6. After the grade crossing surface is installed, it shall hereafter be maintained in good condition by RAILROAD through the usual life of such crossing. When it becomes necessary to replace or rebuild the crossing surface, RAILROAD will replace the crossing surface in accordance with its standards at the time. In the event the DEPARTMENT desires a surface other than RAILROAD'S standard, the cost thereof will be borne by DEPARTMENT and the type of surface will be one mutually agreed to by RAILROAD and the DEPARTMENT. In the event funds are made available by Federal or State laws or regulations for the purpose of assuming, in whole or in part, the expense of maintaining grade crossing surfaces, nothing herein shall continue to obligate the RAILROAD to bear such expense to the extent that such public funds are made available for such purpose.

SECTION 7. This agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, DEPARTMENT and RAILROAD have caused their names to be signed and seals affixed by their duly authorized officials as of the date hereof.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By _____
Its Secretary of Transportation/Commissioner of Highways

ATTEST:

By _____
Its _____

APPROVED AS TO FORM THIS
5 DAY Nov 2023
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS
Q c a m 2023

APPALACHIAN & OHIO RAILROAD COMPANY,
a corporation

By Abel B. Bailey
Its VP/Chief Engineer

ATTEST:

By [Signature]
Its [Signature]

Motion to approve allowing the WVDOT and A&O Railroad Company to upgrade the surface at an existing railroad crossing on Camden Avenue was made by Thomas/Sanders. Motion carried.

F.4 Approval of Renewal Loan for the Fiori Concrete Mixer at First Community Bank – Action taken earlier in the meeting.

F.5 Approval City Hall - Hart Office Solutions Lease Agreement for Two Toshiba Copiers – Action taken earlier in the meeting.

F.6 Discussion Sale of Alcohol for Special Events at the Brushy Fork Event Center & Colonial Arts Center – Action taken earlier in the meeting.

G. Comments and Announcements

G.1 Pamela Bucklew: Mrs. Bucklew thanked Rodney Irvin for showing the WAMSB events on the local station, Channel 3, continually. She also noted that request from Park Street resident to move the speed sign to that location soon.

G.2 David McCauley: Mr. McCauley discussed the CAC seat sponsorship program. He is looking forward to the friends of SYCC attending the public meeting on September 13, 2023, at 6:00 p.m., in the SYCC gymnasium.

G.3 Jack Reger: Mr. Reger commended the police presence at all of the WAMSB events; the progress that continues to be made with CALEA, especially the most recent recertification, and commended all those responsible for the recent production of the Wizard of Oz.

G.4 Dave Thomas: Mr. Thomas spoke of the situation at the Riverwalk with the cat colonies; he announced the arrival of his 10th grandchild, and that a cat from the neighborhood seems to have adopted him.

G.5 CJ Rylands: Mr. Rylands spoke of a positive interaction with a couple from Pittsburgh who had been in his restaurant earlier in the day and that they spoke of the wonderful impression the City of Buckhannon had made on them while visiting. He appreciated that while we worry about making certain improvements, we already have a great deal of successes in our City.

G.6 Randall Sanders: Mr. Sanders spoke about the congratulations that we continue to receive from those who participated in WAMSB. He again thanked all those who assisted.

H. Mayor’s Comments and Announcements: Mayor Skinner noted that he was recently asked to speak to the BUHS Class of 1977 at a Festival Friday event and he had asked if the attendees had enjoyed the several event that had been presented over the summer months to which he received a resounding cheer from the audience. When the surveys come out for the “Best of WV” – Buckhannon is always a part of them. While we continue to have serious issues to work on, he is truly proud of all our citizens continue to accomplish.

I. Adjournment

Motion to adjourn at 8:58 PM was made by Thomas.

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____