

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

A regular meeting of the Buckhannon City Council was held on Thursday, June 15, 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 - GTM |
| Record Delta | Steve Santilli | Present |

Guests: Tammy Reger, B-U Chamber of Commerce; Mitch Tacy; Catherine Norko, Charles W. Gibson Public Library; Clark Barnes, Orion Strategies RE: Optimum; Dennis Crites.

***City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, June 15, 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 Clark Barnes, Orion Strategies-Public Relations Representative for Optimum
- 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 Notification-City Council Meeting Date of Thursday, July 20, 2023 has been canceled due to scheduling conflicts
D.2 Flanagan Bros. DBA Jimbo's Place- Zoning Form to ABCA
D.3 Buffalo Wild Wings- Temporary Extension of the ABCA Licensed Floor Plan June through October 1, 2023
D.4 Foster's Marketing Group, Inc.-Letter to ABCA regarding Special Events (Almost Heaven BBQ Bash) License Application
D.5 FOIA Request from Shaw Bykofsky for Police Records
D.6 Report of Cat & Dog Activity –Upshur County Commission-April 2023
D.7 Charles Gibson Library Director's Report June 2023
D.8 Mitigation Plan Public Survey - We Need Your Help <https://arcg.is/0DDSD8>
D.9 Opioid Litigation Settlement Documents RE: Kroger
D.10 Recommendation from the Revenue Review Committee Regarding the Funding Request from UC Senior Center Tabled
- E. Consent Agenda**
E.1 Approval of Minutes -Regular Meeting 05/16/23, 06/01/23
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 Recommendation from the Buckhannon Television Cable Board:
➤ Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System -1st Reading
➤ To Include City of Buckhannon Support of Channel 3 Construction Credit Head-End Connection to Broadcast
F.2 Bid Opening Results Demolition 6 Ambrose Street and 11 Nona Street
F.3 Approval Resolution 2023-06 General Fund Budget Revision #7 FY 2022/23
F.4 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill

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 06/12/2023

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 Clark Barnes, Orion Strategies-Public Relations Representative for Optimum – Mayor Skinner recognized Clark Barnes of Orion Strategies, which serves as the Public Relations Representative for Optimum. Mr. Barnes provided an overview to the problems that existed under the Suddenlink name and management and a comparable overview of the improvements made after a large investment to upgrades and management by Optimum, which has resulted in minimal complaints from Optimum customers. He did reference a survey that was executed by the City of Buckhannon where about ½ of the responses were positive and ½ were negative. He noted that many of the respondents with negative indications were not living in the City limits and many of the complaints were not specific as to the reason. He concluded with stating that Optimum is committed to providing great service and they feel that they have been doing so since the changes noted before.

Comments were then made by Mayor Skinner and the Council members with some members presenting positive views and others negative views.

Without objection, F.1 Recommendation from the Buckhannon Television Cable Board: Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System -1st Reading was brought to the table for Discussion and/or Vote.

Motion to accept the recommendation from the Buckhannon Television Cable Board to approve Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System on its 1st Reading was made by Sanders/Reger. Motion carried with 5 votes yes and McCauley and Rylands 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 or 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

Without objection, *F.1 Recommendation from the Buckhannon Television Cable Board: To Include City of Buckhannon Support of Channel 3 Construction Credit Head-End Connection to Broadcast* was brought to the table for Discussion and/or Vote.



7 June 2023

Robert N. Skinner, III
Mayor
City of Buckhannon, West Virginia
70 East Main St
Buckhannon, WV 26201

Dear Mayor Skinner:

Cebridge Acquisition, L.P., a wholly owned subsidiary of Altice USA, Inc. (collectively “Altice”) and the City Buckhannon, WV (“City”), are in the process of considering a renewal of Altice’s franchise to operate a cable system within the municipal limits of the City (the “Franchise Renewal”). Within thirty (30) days of the City’s approval of said renewal, and in consideration of the City Council’s adoption of the Franchise Renewal, Altice hereby agrees to provide the following to the City in support of its operational costs and services for PEG access:

- Grantee shall provide the City with a grant of \$5,000 towards the operational cost of its PEG service as described in the Franchise Agreement. The City agrees that this grant will be offset against franchise fees to be remitted to the City, as permitted under the FCC 621 Order and Section 621(a)(1) of the Cable Communications Policy Act of 1984.
- Should the City not approve the Franchise Renewal on or before ^{August}~~July~~ 31, 2023, the City shall be liable for any costs incurred that would have been offset by the funds described herein.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim B. Campbell'.

Jim Campbell
Vice President, Government Affairs

Date: _____

Accepted and agreed:

A handwritten signature in black ink, appearing to read 'Robert N. Skinner, III'.

Robert N. Skinner, III, Mayor

Motion to accept the recommendation from the Buckhannon Television Cable Board to approve including the City of Buckhannon Support of Channel 3 Construction Credit Head-End Connection to broadcast was made by Sanders/Reger. Motion carried with Rylands abstaining.

Without objection, *F.4 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill* was brought to the table for Discussion and/or Vote.

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 instalments 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;

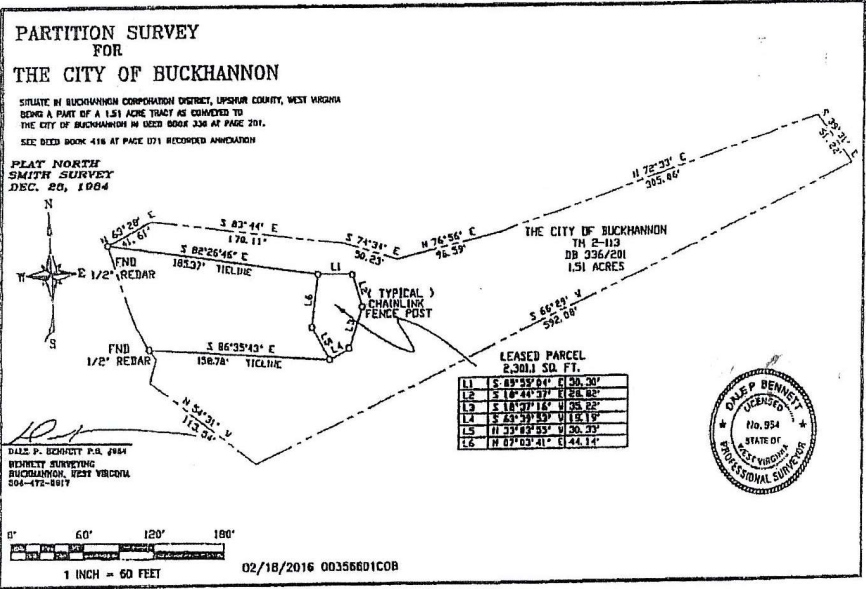
Thence S63-39-53W 19.19' to a Found Chain Link Fence Post;

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 2,301.1 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.



Motion to accept the Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill, subject to the final passage of No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System, was made by Sanders/Reger. Motion carried.

Mayor Skinner recognized Mitch Tacy who had asked to address Council. Mr. Tacy told Council members that in March of 2022, a city employee operating a snow plow mistakenly drove into Mr. Tacy’s yard causing damage to the yard. He contacted the City’s Director of Public Works, Jerry Arnold, concerning the damages. A crew from the City was sent to repair the yard. The work not satisfactory to Mr. Tacy so the City engaged Highland Nursery to assist in the repair. A Q&A with Council took place where Mr. Tacy becoming agitated. At the conclusion of the Q&A Mr. Tacy left the meeting. A summary concerning the issue was then given by the Director of Public Works, Jerry Arnold. Recorder Sanders asked Mr. Arnold if he feels that the City had done its best to repair the property and Mr. Arnold said yes. Council member McCauley suggested that we add this matter to the Consolidated Public Works Board agenda for their attention to the matter and Mayor Skinner recommended that we invite Mr. Tacy to attend that meeting. No further action was taken.

C. Department & Board Reports

C.1 Public Works Director- Jerry Arnold: No updates to report,

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

Amby report 6-15-23

Balances in the Enterprise Funds May 31, 2023

| | | | |
|--------------------------------------|----------|-------------|---------------------------------|
| Waste Collection Board | mm/cking | \$1,175,402 | cd/sav \$258,713 |
| Plus a letter of credit for \$64,000 | | | |
| Water Board | mm/cking | \$943,000. | work/capital& savings \$874,550 |
| Sanitary Board | mm/cking | \$1,061,042 | work/capital \$459,243 |
| Storm water Fund | mm/cking | \$213,444 | |

Workers Compensation Renewal:
The quote came in for Workers Compensation. This quote is a total for all of the city departments and enterprise funds. The Expiring premium is \$99,809 the renewal is \$105,469. (see attached email)

Housing enforcement- We have advertised to accept bids for demolition of two properties. 6 Ambrose St and 11 Nona St. Once Council accepts the low bid tonight. We will sign the contract to schedule the work. We hope to have the buildings gone and lots cleaned with in 60 days.

SYCC information to USDA- Mr. Galloway (Gray, Griffith and Mays) will send the completed feasibility study next week and that will be sent to the USDA. The other information for the application to the USDA has been submitted this week.

Colonial Arts Center report:
Art26201 is hosting the Liar’s Contest on Friday June 16th at 7pm with special guesy James Froemel and Bil Lepp

St Joseph Hospital sent \$10,000 of the \$50,000 donation commitment last week.

BCT also contributed \$2,000 toward their ongoing commitment after the successful presentation of The Red Velvet Cake War.

The balcony seating install has been delayed again until June 27-28. The fabric has been received, so we don’t anticipate any other delays for this.

The carpet has been fully installed in the balcony.

The contractor is finishing up the interior details, that they were tasked to do. Floors in the basement are finished the kitchen is finished, one restroom in the basement is finished. The other restroom needs finished.

Manager Anne Wilson has been updating the website. The website is colonialartscenter.org.

We have been working on setting up ticketing software.

Remind public that the fireworks celebration for July 4th will be held on Friday June 30th at dark in conjunction with Festival Friday activities.

Without objection, **F.2 Bid Opening Results Demolition 6 Ambrose Street and 11 Nona Street** was moved to the table for Discussion and/or Vote. Amby Jenkins provided an overview of the bids received noting that the bid from Smokey Joe Enterprises, at \$22,520 was the lowest. Discussion took place.

| | | |
|--|------------------|-------------|
| Demolition Bids | | |
| REAP- demolition of 11 Nona St and 6 Ambrose St | | |
| 31-May-23 | | |
| | | |
| Those in attendance | | |
| Amberle Jenkins-Director of Finance and Administration | | |
| Vincent Smith - Code Enforcement Officer | | |
| | | |
| Contractors | | |
| Smokey Joe Enterprises LLC | Dailey, WV | \$23,520.00 |
| Metheny Contracting | Elkins, WV | \$29,500.00 |
| Enviroclean LLC | West Milford, WV | \$37,105.14 |
| Mainline LLC | Buckhannon, WV | \$48,500.00 |

Motion to approve the low bid of \$23,520 from Smokey Joe Enterprises was made by McCauley/Rylands. Motion carried.

Without objection, **F.3 Approval Resolution 2023-06 General Fund Budget Revision #7 FY 2022/23**, was moved to the table for Discussion and/or Vote. Amby Jenkins reviewed the revisions with Council. Discussion took place.

RESOLUTION 2023-06

At a regular session of the municipal council, held June 15, 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 #7, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Clifford Rylands, and duly seconded by J. David Thomas the vote thereon was as follows:

| | | |
|-------------------------|-------------------------|------------------|
| <u>Pamela Bucklew</u> | <u>Pamela Bucklew</u> | <u>Yes</u> or No |
| <u>David McCauley</u> | <u>David McCauley</u> | <u>Yes</u> or No |
| <u>Jack Reger</u> | <u>Jack Reger</u> | <u>Yes</u> or No |
| <u>J David Thomas</u> | <u>J David Thomas</u> | <u>Yes</u> or No |
| <u>Clifford Rylands</u> | <u>Clifford Rylands</u> | <u>Yes</u> or No |
| <u>Robert Skinner</u> | <u>Robert Skinner</u> | <u>Yes</u> or No |
| <u>Randall Sanders</u> | <u>Randall Sanders</u> | <u>Yes</u> or No |

WHEREUPON, Randall Sanders - Recorder, 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)

CONTROL NUMBER
Fiscal Year Ending: 6/30/2023
Fund: 1
Revision Number: 7
Pages: 1 of 2

Person To Contact Regarding Request:

Name: Amberle Jenkins
Phone: 304-472-1651
Fax: 304-472-0934
Email: amby.jenkins@buckhannonwv.org

CITY OF BUCKHANNON
GOVERNMENT ENTITY
70 E MAIN ST
STREET OR PO BOX
Municipality
BUCKHANNON WV
CITY ZIP CODE
Government Type

REVENUES: (net each acct.)

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|---------------------|----------------------------|------------|------------|----------------|
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

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 |
|----------------|----------------------|----------------------------|------------|------------|----------------|
| 409 | Mayor's Office | 228,730 | 13,300 | | 242,030 |
| 413 | Treasurer's Office | 17,659 | | 500 | 17,159 |
| 437 | Planning & Zoning | 58,050 | | 1,100 | 56,950 |
| 440 | City Hall | 100,660 | | 500 | 100,160 |
| 699 | Contingencies* | 39,283 | | 39,283 | |
| 700 | Police Department | 1,494,576 | | 23,500 | 1,471,076 |
| 706 | Fire Department | 1,114,739 | 600 | | 1,115,339 |
| 750 | Streets and Highways | 2,328,361 | 9,765 | | 2,338,126 |
| 751 | Street Lights | 70,000 | 4,200 | | 74,200 |
| 906 | Arts & Humanities | 525,625 | 34,018 | | 559,643 |

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

3/15/23 6/15/2023
APPROVAL DATE

EXPENDITURES (CONT'D)

LGSD: BR CITY OF BUCKHANNON

CITY OF BUCKHANNON
CONTROL NUMBER:

45107

1

7

BUDGET REVISION REQUEST-SUPPLEMENT

FY

FUND

REV#

| ACCOUNT NUMBER | ACCOUNT CATEGORY | PREVIOUSLY APPROVED AMOUNT | INCREASE | DECREASE | REVISED AMOUNT |
|----------------|-------------------------------------|----------------------------|----------|----------|----------------|
| 907 | Youth Program | 409,175 | | 1,000 | 408,175 |
| 910 | Civic Center - Municipal Auditorium | 50,635 | 4,000 | | 54,635 |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |
| | #N/A | | | | |

NET INCREASE/(DECREASE) Expenditures (this page)

3,000

| | | | | | | |
|-----------------------------------|--------------------------------|-----------------|------------|--------------------|---|--|
| DRAFT 6-14-23 for 6-15-23 meeting | | | | | | |
| General Fund Budget revision #7 | | Original Budget | adjustment | Requested Revision | notes | |
| 001-409--103-00 | Mayor's Assist Salary | 32000 | -3000 | 29000 | | |
| 001-409-214-00 | Mayor's Travel | 0 | 500 | 500 | WVML | |
| 001-409-218-00 | Postage | 10000 | 2500 | 12500 | | |
| 001-409-220-00 | Mayor's Legal Publications | 2700 | 500 | 3200 | | |
| 001-409-223-00 | Professional Services | 11000 | 6800 | 17800 | Financial feasibility study \$9T | |
| 001-409-341-00 | Mayor's Office Supplies | 51300 | 1000 | 52300 | | |
| 001-409-341-05 | Events Expense | 63700 | 5000 | 68700 | Addn Contribution Strawberry Fest \$5T | |
| 001-413-105-00 | Treasurer's Group Ins | 2150 | -500 | 1650 | | |
| 001-420-221-00 | Engineer Training | 500 | 100 | 600 | | |
| 001-420-226-00 | Engineer Ins&Bonds | 600 | -100 | 500 | | |
| 001-437-105-00 | Zoning Health Ins | 5500 | -300 | 5200 | | |
| 001-437-221-00 | Zoning Training | 1000 | -500 | 500 | | |
| 001-437-226-00 | Zoning Insurance & Bonds | 1750 | -300 | 1450 | | |
| 001-440-105-00 | City Hall Janitor Ins | 2650 | -500 | 2150 | | |
| 001-699-568-00 | Contingency-Council | 39283 | -39283 | 0 | | |
| 001-700-103-00 | Police Salaries | 890000 | -50000 | 840000 | | |
| 001-700-221-00 | Police Training | 22000 | -10000 | 12000 | | |
| 001-700-226-00 | Police Dept Ins | 40000 | 10000 | 50000 | lawsuit deductible \$4T | |
| 001-700-341-00 | Police Material Supplies | 31600 | 1000 | 32600 | | |
| | | | | | fencing evidence\$11T; software for taskforce\$3t;email subs\$3T;new cruisers took longer than usual to bring into service and had to continue to use cruisers that were to be traded in. | |
| 001-700-459-00 | Police New Equip | 177526 | 25500 | 203026 | | |
| 001-706-103-00 | Fire Dept Salaries | 622000 | -25500 | 596500 | | |
| 001-706-211-00 | Fire Dept Phones | 2500 | 500 | 3000 | | |
| 001-706-221-00 | Fire Training | 20000 | 500 | 20500 | | |
| 001-706-343-00 | Fire Dept Auto Supplies | 45000 | 25000 | 70000 | repairs May2022 MVA ins claim. | |
| 001-706-345-00 | Fire Uniforms | 5000 | 100 | 5100 | | |
| 001-750-103-00 | Street Salaries | 545000 | -15000 | 530000 | | |
| 001-750-105-00 | Street group Ins | 98500 | -20000 | 78500 | | |
| 001-750-211-00 | Street Dept Phones | 7100 | 700 | 7800 | | |
| 001-750-343-00 | Street Auto | 60000 | 4000 | 64000 | | |
| 001-750-458-05 | Street Projects | 708137 | 40065 | 748202 | continuation of sidewalk project | |
| 001-751-213-00 | Street Lights | 70000 | 4200 | 74200 | increase in St Light Elec bill | |
| 001-906-101-00 | CAC Salaries | 50000 | -15100 | 34900 | | |
| 001-906-105-00 | CAC Health Ins | 6000 | -1000 | 5000 | | |
| 001-906-213-00 | CAC Utilities | 8600 | 300 | 8900 | | |
| 001-906-226-00 | CAC Insurance | 2000 | 500 | 2500 | | |
| 001-906-341-00 | CAC Supplies & Exp | 10000 | 500 | 10500 | | |
| 001-906-459-00 | Theatre Capital | 9200 | 18188 | 27388 | items expensed from wrong acct # in error | |
| 001-906-459-01 | Culture Arts Grant | 0 | 1630 | 1630 | items expensed from wrong acct # in error | |
| 001-906-450-01 | Theatre Building | 403000 | 29000 | 432000 | Per contractor through 6-30-23 | |
| 001-907-105-00 | SYCC Group Ins | 39000 | -2500 | 36500 | | |
| 001-907-213-00 | SYCC Utilities | 17000 | 500 | 17500 | | |
| 001-907-341-00 | SYCC Materials & Supplies | 6000 | 500 | 6500 | | |
| 001-907-343-00 | SYCC Auto | 4000 | 500 | 4500 | | |
| 001-910-213-00 | Utilities-Adj General Event Cd | 0 | 4000 | 4000 | Adj General bills for utilities and staff per agreement | |

Motion to approve Resolution 2023-06 General Fund Budget Revision #7 FY 2022/23 has presented was made by Rylands/Thomas. Motion carried unanimously with a roll call vote required.

Bucklew – Yes Rylands - Yes
McCauley - Yes Skinner – Yes
Reger – Yes Sanders – Yes
Thomas - Yes

C.3 Police Chief- Matthew Gregory - Mayor Skinner recognized BPD Chief, Matthew Gregory, who provided this report:

City Council Report

6/15/23

- 1. The police department will be providing extra security coverage for the Almost Heaven BBQ Bash throughout this weekend.
- 2. Work continues on the security portion of the WAMSB event, with numerous planning events now occurring on a weekly basis.
- 3. The police department continues to meet with the Upshur County Homeless Coalition as solutions for these issues are discussed.
- 4. The police department, along with the Mayor and the fire department are engaged in meetings and conversations with our regional partners in government to discuss solutions regarding the Opioid litigation settlement.
- 5. Myself and Lt. Loudin will attend a CIT (Crisis Intervention Team) Summit in Bridgeport on June 29 to learn of possible solutions regarding response to mental health crises.
- 6. Work continues on the police department’s CALEA accreditation. As we approach the month of July, our second annual CIMRS report will be due. This will be submitted in preparation for our second annual web assessment scheduled for the first week in August.

POLICE ACTIVITIES

MONTH: May

YEAR: 2023

ACTIVITIES:

Parking Tickets Issued:

By Parking Enforcement Officer: 18

By Officers: 0

TOTAL ISSUED: 18

Citations Issued: 8

Misdemeanor Arrests: 24

Felony Arrests: 6

Calls Answered: 494

Complaint Reports: 49

Accidents Investigated: 15

Community Policing Hours: 140

Patrol Mileage: 7,716

March 2023 Accidents

| Report # | Date Of Crash | Time Of Day | Day Of Week | Street | Intersecting Street | Other Location | Manner Of Collision | Officer Name | |
|----------|----------------|----------------------------|-------------|--------------------|---------------------|--------------------------|-----------------------------------|---------------------|--|
| 1 | 5/3/2023 0:00 | 1417 | Wednesday | CHILDERS RUN ROAD | Rt 33 | | Right Angle | SGT. T.M. STEWART | |
| 2 | 5/7/2023 0:00 | 1751 | Sunday | N LOSUST | W MAIN ST | | Rear End | THOMAS POSEY | |
| 3 | 5/10/2023 0:00 | * 1407 | Wednesday | MORTON AVE | Rt 20 | | Rear End | SGT.T.M. STEWART | |
| 4 | 5/11/2023 0:00 | 1219 | Thursday | WEST LINCOLN | NA | | Angle (Front to Side) Same Direct | MCCAULEY | |
| 5 | 5/10/2023 0:00 | 1445 | Wednesday | WALMART PARKING LO | CROSSROADS | IN FRONT OF COUNTRY RO | Single Vehicle Crash | THOMAS POSEY | |
| 6 | 5/14/2023 0:00 | 1016 | Sunday | SOUTH KANAWHA | BOGGESS | | Right Angle | MCCAULEY | |
| 7 | 5/15/2023 0:00 | 801 | Monday | WEST MAIN STREET | LOCUST STREET | TACO BELL | Rear End | SGT.T.M. STEWART | |
| 8 | 5/16/2023 0:00 | 1545 | Tuesday | NORTH FLORIDA ST | CLEVELAND AVE | | Sideswipe, Opposite Direction | PATROLMAN J. WARNER | |
| 9 | 5/17/2023 0:00 | 1328 | Wednesday | Rt 33 | | INDUSTRIAL PARK ROAD | Single Vehicle Crash | SGT.T.M. STEWART | |
| 10 | 5/18/2023 0:00 | 1305 | Thursday | KANAWHA STREET | HART STREET | POLING ST CLAIR FUNERAL | Rear End | SGT.T.M. STEWART | |
| 11 | 5/23/2023 0:00 | 1413 | Tuesday | RT 33 EXIT RAMP | Rt 20 | | Angle (Front to Side) Same Direct | SGT. T. M. STEWART | |
| 12 | 5/24/2023 0:00 | * 1032 | Wednesday | KANAWHA STREET | MARION STREET | | Rear End | SGT.T.M.STEWART | |
| 13 | 5/24/2023 0:00 | * 1810 | Wednesday | ISLAND AVE | N FLORIDA ST | EAST OF INTERSECTION, IN | Right Angle | THOMAS POSEY | |
| 14 | 5/31/2023 0:00 | 1113 | Wednesday | WEST MAIN STREET | KANAWHA STREET | FIRST COMMUNITY BANK | Angle (Front to Side) Same Direct | SGT. T.M. STEWART | |
| 15 | 5/26/2023 0:00 | 2338 | Friday | HALL ROAD | MORTON AVE | CEMETERY | Single Vehicle Crash | PTLM. MAJOR | |
| | | * = Injury | | | | | | | |
| | | # = Alcohol / Drug Related | | | | | | | |
| | | ~ = Fatality | | | | | | | |

C.4 City Attorney- Tom O'Neill: Mr. O'Neill updated the Council on the Zoning Appeal case and the talks with Valley Green Apartments concerning their water system. He also noted that progress continues on the WVWC property exchange and he plans to provide more updates on this to Council in August.

Mayor Skinner requested a brief Executive Session to discuss property matters immediately following the regular portion of this meeting. No decisions will be made this evening as a result of this session.

D. Correspondence & Information: – The Mayor reviewed the following with Council:
D.1 Notification-City Council Meeting Date of Thursday, July 20, 2023 has been canceled due to scheduling conflicts
D.2 Flanagan Bros. DBA Jimbo's Place- Zoning Form to ABCA

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the obverse (front) portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in 60-7-4a. and/or 11-16-8(a)(5) of the W. Va. State Code, a person intending to apply for a license to operate an ABCA licensed Private Club, Private Wine Restaurant or Tavern at any location within a municipality must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior to filing an application for such license with the Alcohol Beverage Control Administration. Pursuant to this requirement, notice is herein given that the following intends to apply to the WVABCA for a license to operate a Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern issued pursuant to the provisions of §§ Chapter 60, Article 7 and Article 8 and/or Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: Flanagan Bros

DBA (Doing Business As): Jimbo's Place

Address of Establishment: 6 N. Kanawha St Buckhannon WV 26201
(Street/Route) (City) (State) (Zip Code)

Applicant's Name(s): Poyner James Doyle
(Last) (First) (Middle)
Flanagan Rudolph Ruhlman
(Last) (First) (Middle)

General Description of Premises: Restaurant Bar & Grill

Food Services to be Offered: Burgers, Hot Dogs, Wings, Salads Appetizers

Patron Capacity: 100

This Notice has been filed with the Clerk or Recorder of the City/Town of Buckhannon on this 1st day of June, 2023.

Applicant's Signature(s): James D. Poyner Date: 6-1-23

D.3 Buffalo Wild Wings- Temporary Extension of the ABCA Licensed Floor Plan June through October 1, 2023

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

June 5, 2023

To Whom It May Concern:

I am writing this on behalf of Buckhannon Wing Company LLC; dba Buffalo Wild Wings. The City of Buckhannon approves the temporary extension of the licensed floor plan of the above-mentioned Lounge for outdoor dining:

- Beginning June 5, 2023 through October 1, 2023.

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

Sincerely yours,
Thomas J. O'Neill, City Attorney
City of Buckhannon, West Virginia

D.4 Foster's Marketing Group, Inc.-Letter to ABCA regarding Special Events (Almost Heaven BBQ Bash) License Application

June 8, 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 Almost Heaven BBQ Bash, an annual event taking place June 16-17, 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, West Virginia

D.5 FOIA Request from Shaw Bykofsky for Police Records

June 6, 2023

Shaw T Bykofsky
3H James Ct
Buckhannon WV 26201

Mr. Bykofsky:

This is in response to your FOIA request sent to the City of Buckhannon and received at City Hall on Friday, June 2, 2023 at 3:30 pm.

You requested information of a school bus driver complaint, name, and driving record. Copy of Video from bus.

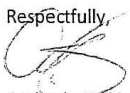
I see that you have a citation dated May 15, 2023, so I can only assume this is the incident you are referring to.

I have attached information submitted with the citation showing a picture of the vehicle and report of school bus incident form. We are not charging for these copies as it would be less that \$5.00.

The driving record of the bus driver is not information that we keep in our records.

We are not in possession of a video of that incident.

The only other driver that received a citation on 5/15/23 for a school bus violation was Sharon Miller.

Respectfully,

Amberle Jenkins
Assistant Recorder
City of Buckhannon

D.6 Report of Cat & Dog Activity – Upshur County Commission-April 2023

- Cats brought in by City Trapper 0
- Cats brought in by Animal Control Officer 1
- Cats brought in by County Residents 16
- Dogs brought by Animal Control Officer 12

D.7 Charles Gibson Library Director’s Report June 2023

June 2023 Director’s Report

Building Use Statistics

| | March | April | May |
|--------------------|-------|-------|-----|
| Door Count: | 517 | 471 | 550 |
| Public Computer: | 67 | 68 | 43 |
| Ref. Transactions: | 1 | 0 | 0 |
| Notary Service: | 4 | 11 | 5 |
| Wi-Fi Pass: | 57 | 65 | 48 |
| Microfilm: | 1 | 0 | 0 |
| Curbside: | 0 | 0 | 0 |

Money Drawer Report

| | March | April | May |
|---------------------|----------|----------|----------|
| Donations: | \$52.62 | \$54.84 | \$46.11 |
| Memorials: | \$0.00 | \$75.00 | \$30.00 |
| Copies: | \$88.10 | \$55.90 | \$84.85 |
| Faxes: | \$76.50 | \$56.00 | \$56.50 |
| Book Sale: | \$10.00 | \$13.00 | \$17.50 |
| Billed / Lost Mats: | \$8.99 | \$0.00 | \$15.00 |
| Lamination: | \$0.00 | \$1.00 | \$2.00 |
| Total: | \$239.81 | \$255.74 | \$251.96 |

Upcoming Dates

| | |
|-----------|--|
| June 1 | Logging for Summer Reading Program Begins |
| June 13 | Board of Trustees Meeting |
| June 19 | Library Closed – Juneteenth |
| June 20 | Library Closed – WV Day |
| July 4 | Library Closed |
| July 9-15 | Catherine’s Annual Vacation |
| 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.

D.8 Mitigation Plan Public Survey - We Need Your Help <https://arcg.is/0DDSD8>
D.9 Opioid Litigation Settlement Documents RE: Kroger

(Kroger)
WEST VIRGINIA LOCAL GOVERNMENT
ELECTION AND RELEASE FORM

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Kroger under the terms and conditions set forth in the Kroger West Virginia State-Wide Opioid Settlement Agreement executed on May 2, 2023 (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the “Court”). To the extent the Participating Local Government has asserted Claims against Kroger in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government’s Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government’s Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Kroger and any other Released Entities within seven (7) business days of the Effective Date.

Dated: _____

LOCAL GOVERNMENT

BY: _____
(Signature)
PRINTED NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL ADDRESS: _____

D.10 Recommendation from the Revenue Review Committee Regarding the Funding Request from UC Senior Center Tabled

The Revenue Review Committee met on June 8, 2023 at 9:00 a.m.

In attendance: Robert Skinner III, Mayor, Scott Randall, Amberle Jenkins and David Thomas

Absent: Barbara Hinkle and Jack Reger

• **Upshur County Senior Center:**

The Revenue Review Committee met on May 25, 2023. Additional information was needed in the packet was not included.

The Revenue Review Committee requested the additional information and met again on May 30, 2023. The information had not been received.

Mrs. Jenkins called and left a message after the May 30th meeting.

Ms. Thompson responded later that she had been on vacation. She submitted the financial information that was requested.

The Revenue Review Committee met again on June 8, 2023. Mayor Skinner reported that he believes there may be some State funding coming from the Governor’s Office. The UC Senior Center budget year ends September 30, 2023. Since the request cannot be considered for the City Budget fy 2022-2023 ,as now it is close to the end of the City’s fiscal year of June 30, and there may be relief from the State, it was suggested to table the matter.

E. Consent Agenda - Mayor Skinner presented an overview of the following to Council:
E.1 Approval of Minutes - Regular Meeting 05/16/23, 06/01/23
E.2 Approval of Building and Wiring Permits



Permit Fee Report #75891 - #75906
06/01/2023 - 06/14/2023

| 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

| | | | | | | | | | | | | | |
|-------|--------------------|-------------------------|--|--|-----------|--------|-----------------------|--|----------|-----|--------|----------------------------------|--|
| 75897 | SBA Towers III LLC | 311 Liggett Addition Rd | | Verizon Addition to the Existing Tower | 70,000.00 | 100.00 | A Commercial Property | | 6/2/2023 | No | N/A | No | |
| 75892 | Deven Gould | 12 Island Ave Lot 14 TP | | Inspection for Electrical Reconnect | 0.00 | 100.00 | A Commercial Property | | | Yes | Zone X | Yes-Elevation Cert. Not Required | |
| | | | | | 70,000.00 | 200.00 | | | | | | | |

Group: Commercial-Industrial (nonresidential)

| | | | | | | | | | | | | | |
|-------|--------------|------------------|---------------------|--|----------|-------|--|----|-----------|-----|-----|----|----|
| 75902 | RANDY TENNEY | 45 SMITHFIELD ST | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 12FT BY 16 FT- RENTAL PROP | 1,800.00 | 15.00 | | No | 6/14/2023 | Yes | N/A | No | No |
| 75903 | RANDY TENNEY | 114 CAMDEN AVE | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 12FT BY 16FT | 1,800.00 | 15.00 | | No | 6/14/2023 | No | N/A | No | No |
| 75904 | RANDY TENNEY | 115 CAMDEN AVE | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 24FT BY 30FT | 1,800.00 | 15.00 | | No | 6/14/2023 | No | N/A | No | No |
| 75905 | RANDY TENNEY | 85 BARBOUR | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 16FT BY 30FT | 1,800.00 | 15.00 | | No | 6/14/2023 | No | N/A | No | No |
| 75906 | RANDY TENNEY | 41 MARION ST | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 30FT BY 30FT BY 15FT | 1,800.00 | 15.00 | | No | 6/14/2023 | No | N/A | No | No |

| | | | | | | | | | | | | | |
|-------|--------------------|-------------------------|--|--|-----------|--------|-----------------------|--|----------|----|-----|----|--|
| 75897 | SBA Towers III LLC | 311 Liggett Addition Rd | | Verizon Addition to the Existing Tower | 70,000.00 | 455.00 | A Commercial Property | | 6/2/2023 | No | N/A | No | |
| | | | | | 79,000.00 | 530.00 | | | | | | | |

Group: No Charge

| | | | | | | | | | | | | | |
|-------|------------------------------|----------------|------------------------|---|------------|------|--|----|----------|----|-----|----|----|
| 75899 | FRED EBERLE TECHNICAL CENTER | 208 MORTON AVE | UNITED CONSTRUCTION CO | WALKWAY COVER OVER SIDEWALK ATTACHED TO BUILDING-METAL CANOPY - ALUMINUM- NO CHARGE | 211,710.00 | 0.00 | | No | 6/7/2023 | No | N/A | No | No |
| | | | | | 211,710.00 | 0.00 | | | | | | | |

Group: Residential (non-commercial)

| | | | | | | | | | | | | | |
|-------|-----------------|-----------------|------------------------|--|------------|--------|--|---------------------------|-----------|-----|---------|----------------------------------|----|
| 75891 | MARIO N GAITHER | 100 S KANAWHA | Titan Roofing | REPLACE SHINGLES WITH SHINGLES | 11,000.00 | 121.00 | | Yes -If yes attach report | | Yes | N/A | No | No |
| 75890 | Ketih Wolverton | 74 S Kanawha St | Bryans Excavating | 14'x30' Addition - Kitchen, Bath, Mudroom | 127,000.00 | 539.00 | B2 Single Family Residential (500 sq ft) | | 6/12/2023 | Yes | N/A | No | |
| 75898 | JOYCE LESONDAK | 36 THURMAN AVE | | 8X10 OR 8X12 FRONT PORCH NO ROOF | 1,200.00 | 13.20 | | No | 6/2/2023 | No | Zone AE | Yes-Elevation Cert. Not Required | No |
| 75896 | Mark Harper | 190 Camden Ave | DOUBLE A CONSTRUCTION | Fence Vinyl 6ft hgt | 10,000.00 | 110.00 | | | 6/5/2023 | No | N/A | No | |
| 75893 | LINDA LEE | 151 CAMDEN AVE | WOODY HOME IMPROVEMENT | RE-ROOF METAL OVER SHINGLES HOUSE & GARAGE ; REAR PORCH ROOF OVER EXISTING PATIO | 14,200.00 | 156.20 | | No | 6/22/2023 | No | N/A | No | No |
| 75894 | SHERRI HOOVER | 198 RANDOLPH | | HARDTOP GAZEBO , JUST NEEDS ASSEMB | 2,400.00 | 26.40 | | No | 6/2/2023 | No | N/A | No | No |

| | | | | | | | | | | | | | |
|-------|--------------|------------------|----------------------------|---|------------|----------|--|---------------------------|----------|----|-----|----|----|
| | | | | LED, 12X16 | | | | | | | | | |
| 75895 | PAULA MCGREW | 104 W LINCOLN ST | REGER COMPANIES, LLC | 12' X 32' DECK | 8,555.00 | 94.11 | | No | 6/5/2023 | No | N/A | No | No |
| 75891 | PAM MARTIN | 14 GUM ST | NORTH CENTRAL BUILDERS LLC | REROOF - REMOVE SHINGLES, REPLACE WITH SHINGLES | 14,000.00 | 154.00 | | Yes -If yes attach report | | No | N/A | No | No |
| | | | | | 188,355.00 | 1,213.91 | | | | | | | |

Group: Zoning Application Fee

| | | | | | | | | | | | | | |
|-------|--------------------|-------------------------|-----------------------|---|-----------|-------|-----------------------|----|-----------|-----|---------|----------------------------------|----|
| 75902 | RANDY TENNEY | 45 SMITHFIELD ST | ERNEST SMALL PAVING | CONSTRUCT BLACK TOP DRIVEWAY 12FT BY 16 FT- RENTAL PROP | 1,800.00 | 20.00 | | No | 6/14/2023 | Yes | N/A | No | No |
| 75906 | RANDY TENNEY | 41 MARIO N ST | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 30FT BY 30FT BY 15FT | 1,800.00 | 20.00 | | No | 6/14/2023 | No | N/A | No | No |
| 75905 | RANDY TENNEY | 85 BARBOUR | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 16FT BY 30FT | 1,800.00 | 20.00 | | No | 6/14/2023 | No | N/A | No | No |
| 75904 | RANDY TENNEY | 115 CAMDEN AVE | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 24FT BY 30FT | 1,800.00 | 20.00 | | No | 6/14/2023 | No | N/A | No | No |
| 75903 | RANDY TENNEY | 114 CAMDEN AVE | ERNEST SMALL PAVING | CONSTRUCT BLACKTOP DRIVEWAY 12FT BY 16FT | 1,800.00 | 20.00 | | No | 6/14/2023 | No | N/A | No | No |
| 75898 | JOYCE LESONDAK | 36 THURMAN AVE | | 8X10 OR 8X12 FRONT PORCH NO ROOF | 1,200.00 | 20.00 | | No | 6/2/2023 | No | Zone AE | Yes-Elevation Cert. Not Required | No |
| 75897 | SBA Towers III LLC | 311 Liggett Addition Rd | | Verizon Addition to the Existing Tower | 70,000.00 | 20.00 | A Commercial Property | | 6/2/2023 | No | N/A | No | |
| 75896 | Mark Harper | 190 Camden Ave | DOUBLE A CONSTRUCTION | Fence Vinyl 6ft hgt | 10,000.00 | 20.00 | | | 6/5/2023 | No | N/A | No | |

| | | | | | | | | | | | | | |
|-----------------|--------------|------------------|------------------------|--|------------|----------|--|----|-----------|----|-----|----|----|
| 75895 | PAULA MCGREW | 104 W LINCOLN ST | REGER COMPANIES, LLC | 12' X 32' DECK | 8,555.00 | 20.00 | | No | 6/5/2023 | No | N/A | No | No |
| 75893 | LINDA LEE | 151 CAMDEN AVE | WOODY HOME IMPROVEMENT | RE-ROOF METAL OVER SHINGLES HOUSE & GARAGE ; REAR PORCH ROOF OVER EXISTING PATIO | 14,200.00 | 20.00 | | No | 6/22/2023 | No | N/A | No | No |
| | | | | | 112,955.00 | 200.00 | | | | | | | |
| Group Total: 10 | | | | | | | | | | | | | |
| | | | | | 662,020.00 | 2,143.91 | | | | | | | |

E.3 Approval of Payment of the Bill

- JUNE 1-15 2023 GENERAL FUND PAYMENT OF BILLS
- \$104,365.65 – POTESA & ASSOCIATES – ENGINEERING SERVICES DETAILED DESIGN SYCC
- \$3,285.00 – MUNICIPAL EMERGENCY SERVICES – BULLET PROOF VESTS
- \$1,459.20 – AMAZON – FLASH DRIVES
- \$15,150.00 – DAN NEEL FENCE CO – INSTALL GATE AND FENCE LARGE EVIDENCE STORAGE
- \$6,232.48– CASEYEARL’S – EMBROIDERY OF POLO SHIRTS, REFLECTIVE DECALS,POLO SHIRTS FOR VOLUNTEERS,SAFETY REFLECTIVE PARKAS,
- \$8,050.00 – JOHNSON’S FIRE EQUIPMENT – 7 LOW PRO CYLINDERS
- \$11,156.31 – SCOTT ELECTRIC – 30 & 50A CORD PLUGS, 50A OUTLET BOX #8 STR WIRE-MADISON ST PROJECT
- \$38,140.14 – J F ALLEN – BASE ASPHALT MADISON STREET LOT
- \$8,442.90 – TOTAL EQUIPMENT – TOTER CANS FOR FESTIVAL
- \$53,589.80 – ARGOS USA – DRY CEMENT MIXING CONCRETE
- \$24,670.00 – TRADEWORX – LABOR S. FLORIDA ST SIDEWALKS
- \$8,325.00 – BENJAMIN LEE ARISMAN- MOWING CITY LOTS
- \$2,400.00 – RECDESK-SOFTWARE REGISTRATION FOR RESERVATIONS
- \$29,898.07 – TRADEWORX – LABOR AT THEATRE
- \$2,050.80 – GRANT COUNTY MULCH- KIDDIE MAT FOR PLAYGROUND
- \$2,500.00 – RECDESK – SOFTWARE REGISTRATION FOR RESERVATIONS
- \$10,375.00 – STOUT COMPANY – KITCHEN EXHAUST HOOD
- \$12,296.95 – LOWES – PUBLIC SAFETY TRAINING BLDG MATERIALS
- \$2,057.26 – BRUFFEY TRUCKING - #4 STONE FOR TRAINING FACILITY
- \$2,958.19 – LIFETITE – CUSTOM TRIM & SCREWS FOR PSC FAÇADE
- \$16,464.50 - TRADEWORX – LABOR PSC FACADE

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|----------------|------------------------------|------------|----------------------|----------------------------|------------|
| MAYOR'S OFFICE | RALSTON PRESS INC | 409-341-00 | MAYOR'S SUPPLIES & M | WINDOW ENVELOPES | 115.69 |
| | REGION VII PLANNING PDC | 409-341-00 | MAYOR'S SUPPLIES & M | GIS SERVICES 4/1-6/15/23 | 192.50 |
| | | 409-341-00 | MAYOR'S SUPPLIES & M | GIS SERVICES 4/1-6/15/23 | 82.50 |
| | | 409-341-00 | MAYOR'S SUPPLIES & M | GIS SERVICES 4/1-6/15/23 | 440.00 |
| | CITY OF BUCKHANNON GENERAL F | 409-341-00 | MAYOR'S SUPPLIES & M | MAY 2023 LOC FEES | 92.12 |
| | WV PUBLIC EMPLOYEES INSURANC | 409-105-00 | MAYOR'S INSURANCE | GF JUN 2023 HEALTH INS | 1,233.52 |
| | | 409-105-00 | MAYOR'S INSURANCE | GF JUN 2023 RETIREE'S INS | 140.00 |
| | COLLECTION ACCOUNT | 409-341-00 | MAYOR'S SUPPLIES & M | MAY 2023 CC FEES | 2,017.58 |
| | ST JOSEPH HOSPITAL OF BUCKHA | 409-341-00 | MAYOR'S SUPPLIES & M | LAB RESULTS AMBY JENKINS | 56.00 |
| | SURVEY MONKEY | 409-341-00 | MAYOR'S SUPPLIES & M | PCRD-YEARLY SUBSCRIPTION F | 75.00 |
| | WALMART STORES INC -BUCKHANN | 409-341-00 | MAYOR'S SUPPLIES & M | CLEANING SPPLS CITY HALL | 27.32 |
| | INTERNAL REVENUE SERVICE | 409-104-00 | MAYOR'S F.I.C.A. | FICA WITHHELD AND MATCHED | 41.60 |
| | | 409-104-00 | MAYOR'S F.I.C.A. | MEDICARE WITHHELD & MATCHE | 9.73 |
| | BLANNERHASSETT HOTEL | 409-341-00 | MAYOR'S SUPPLIES & M | PCRD-LODGING WVML MEETING | 360.29 |
| | AMAZON.COM | 409-341-00 | MAYOR'S SUPPLIES & M | PCRD-STAPLER STICKER PAPER | 27.18 |
| | | 409-341-00 | MAYOR'S SUPPLIES & M | PCRD-STRESS MATS FILE FOLD | 34.85 |
| | PAYFLEX | 409-105-00 | MAYOR'S INSURANCE | GF MAY 2023 HSA FEES | 6.50 |
| | OGLEBAY RESORT & CONFERENCE | 409-341-00 | MAYOR'S SUPPLIES & M | PCRD-RM SKINNER WVML CONF | 148.00 |
| | AT&T MOBILITY | 409-211-00 | MAYOR'S TELEPHONE | PCRD-MAY 2023 CELL PHN GEO | 50.57 |
| | COLLECTION ACCOUNT 2 | 409-341-00 | MAYOR'S SUPPLIES & M | RECDESK MAY 2023 CC FEES | 83.10 |
| | AUTHORIZE.NET | 409-341-00 | MAYOR'S SUPPLIES & M | PCRD-MAY 2023 CC FEES RECD | 14.40 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 682.52 |
| | | | | TOTAL: | 5,930.97 |
| TREASURER | WV PUBLIC EMPLOYEES INSURANC | 413-105-00 | TREASURER'S GROUP IN | GF JUN 2023 HEALTH INS | 1.14 |
| | | 413-105-00 | TREASURER'S GROUP IN | GF JUN 2023 RETIREE'S INS | 70.00 |
| | DAVID L HOWELL CPA | 413-224-00 | AUDIT | PARTIAL BILL 2022 AUDIT | 1,701.50 |
| | 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 |
| | PAYFLEX | 413-105-00 | TREASURER'S GROUP IN | GF MAY 2023 HSA FEES | 3.25 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 313.18 |
| | | | | TOTAL: | 2,113.03 |
| CITY ENGINEER | POTESTA & ASSOCIATES INC | 420-223-01 | ENGINEERING SERVICES | DETAILED DESIGN SYCC | 104,365.65 |
| | | 420-223-01 | ENGINEERING SERVICES | ENV. ASSMNT USDA GRNT SYC | 8,000.00 |
| | 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 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 823.30 |
| | | | | TOTAL: | 113,252.51 |
| ZONING | WV PUBLIC EMPLOYEES INSURANC | 437-105-00 | ZONING HEALTH INS | GF JUN 2023 HEALTH INS | 266.14 |
| | | 437-105-00 | ZONING HEALTH INS | GF JUN 2023 RETIREE'S INS | 70.00 |
| | 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 |
| | PAYFLEX | 437-105-00 | ZONING HEALTH INS | GF MAY 2023 HSA FEES | 3.25 |

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|------------------------|------------------------------|------------|----------------------|-----------------------------|-----------|
| | CORRIDOR H TIRE INC | 700-343-00 | POLICE DEPT. AUTO SU | PCRD-TIRES FOR CAR #3 | 1,180.00 |
| | KTS LAW ENFORCEMENT TRAINING | 700-221-00 | POLICE DEPT. TRAININ | PCRD-CRIMINAL INVESTIGATIO | 350.00 |
| | AT&T MOBILITY | 700-211-00 | POLICE DEPT. TELEPHO | PCRD-MAY 2023 CELL PHN GEO | 819.53 |
| | GAYLORD OPRYLAND HOTEL | 700-221-00 | POLICE DEPT. TRAININ | PCRD-LODGING DRUG TASK FOR | 1,395.95 |
| | WORLD FUEL SERVICES, INC. | 700-343-00 | POLICE DEPT. AUTO SU | POLICE MAY 2023 FUEL BILL | 2,345.08 |
| | DAN NEEL FENCE CO. LLC | 700-459-00 | POLICE DEPT. NEW EQU | INSTALL GATE LRG EVID STRG | 3,500.00 |
| | | 700-459-00 | POLICE DEPT. NEW EQU | INSTALL FENCE FOR LRG EVID | 11,650.00 |
| | WYNDHAM GRAND DOWNTOWN PITTS | 700-221-00 | POLICE DEPT. TRAININ | PCRD-LODGING FOR TRAINING | 282.72 |
| | BATTERY DISTRIBUTORS | 700-341-00 | POLICE DEPT. MAT & S | PCRD-PORTABLE RADIO BATTER | 652.30 |
| | FRONTIER | 700-211-00 | POLICE DEPT. TELEPHO | 473-7911-073014-4 POL FAX | 90.44 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 33,359.45 |
| | | | | TOTAL: | 80,631.71 |
| FIRE | WV PUBLIC EMPLOYEES INSURANC | 706-105-00 | FIRE DEPT. GROUP INS | GF JUN 2023 HEALTH INS | 3,810.84 |
| | | 706-105-00 | FIRE DEPT. GROUP INS | GF JUN 2023 RETIREE'S INS | 630.00 |
| | MATHENY MOTOR TRUCK CO | 706-343-00 | FIRE DEPT. AUTO SUPP | FILTER KIT; ATF FOR ENG 1 | 272.19 |
| | EXPEDIA.COM | 706-214-00 | FIRE DEPT. TRAVEL EX | PCRD-NIGHT STAY FOR CLASS | 144.64 |
| | MICROSOFT STORE | 706-341-00 | FIRE DEPT. MATERIAL | PCRD-MICROSOFT 365 NEW LAP | 85.59 |
| | LOWES BUSINESS ACCOUNTS | 706-341-00 | FIRE DEPT. MATERIAL | MECH TOOL SET & EXT CORD | 157.69 |
| | | 706-341-00 | FIRE DEPT. MATERIAL | BLDG MTRL TRAINING FACILI | 889.56 |
| | 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 | 2021 PUMPER TRK JUNE 2023 | 4,790.11 |
| | HERITAGE FIRE EQUIPMENT LLC | 706-343-00 | FIRE DEPT. AUTO SUPP | TRANSMISSION HOSES ENG 1 | 286.00 |
| | CASEYEARL'S | 706-341-01 | VOLUNTEER FIREFIGHTE | PCRD-POLOS & EMBROIDERED VO | 1,250.00 |
| | | 706-341-00 | FIRE DEPT. MATERIAL | PCRD-REFLECTIVE DECALS CH | 742.08 |
| | | 706-341-01 | VOLUNTEER FIREFIGHTE | PCRD-POLO SHIRTS VOLUNTEER | 66.00 |
| | | 706-341-01 | VOLUNTEER FIREFIGHTE | SAFETY REFLECTIVE PARKAS | 3,087.00 |
| | | 706-345-00 | FIRE DEPT. UNIFORMS | FIRE DEP EMBRD ON SHIRTS | 159.60 |
| | | 706-345-00 | FIRE DEPT. UNIFORMS | FIRE DEP EMBRD ON SHIRTS | 309.80 |
| | | 706-341-01 | VOLUNTEER FIREFIGHTE | PCRD-TACLITE PANTS FOR VOL | 522.00 |
| | | 706-345-00 | FIRE DEPT. UNIFORMS | PCRD-PANTS MARCUS MILLER | 96.00 |
| | ST JOSEPH HOSPITAL OF BUCKHA | 706-341-00 | FIRE DEPT. MATERIAL | LAB RSLTS RODNEY KIMBLE VF | 56.00 |
| | WALMART STORES INC -BUCKHANN | 706-341-00 | FIRE DEPT. MATERIAL | PCRD-ACER COMPUTER TWIST N | 503.88 |
| | INTERNAL REVENUE SERVICE | 706-104-00 | FIRE DEPT. FICA TAX | FICA WITHHELD AND MATCHED | 1,440.08 |
| | | 706-104-00 | FIRE DEPT. FICA TAX | MEDICARE WITHHELD & MATCHE | 336.79 |
| | AMAZON.COM | 706-341-00 | FIRE DEPT. MATERIAL | PCRD-SLA BATTERY | 39.99 |
| | | 706-341-00 | FIRE DEPT. MATERIAL | PCRD-BARRICADE TAPE | 109.87 |
| | PAYFLEX | 706-105-00 | FIRE DEPT. GROUP INS | GF MAY 2023 HSA FEES | 29.25 |
| | FIRE RESCUE & TACTICAL INC | 706-345-00 | FIRE DEPT. UNIFORMS | FAST TAC PANT - TANNER | 132.40 |
| | | 706-345-00 | FIRE DEPT. UNIFORMS | PANTS & SHORTS J BAXA | 330.51 |
| | AT&T MOBILITY | 706-211-00 | FIRE DEPT. TELEPHONE | PCRD-MAY 2023 CELL PHN GEO | 152.04 |
| | WORLD FUEL SERVICES, INC. | 706-343-00 | FIRE DEPT. AUTO SUPP | FIRE MAY 2023 FUEL BILL | 931.62 |
| | CLAYMAN & ASSOCIATES, PLLC | 706-341-00 | FIRE DEPT. MATERIAL | PRE-EMP PSYCH EVAL M MILL | 550.00 |
| | JOHNSON'S FIRE EQUIPMENT CO | 706-459-00 | FIRE DEPT. CAPITAL O | (7) LOW PRO CYLINDERS | 8,050.00 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 23,144.73 |
| | | | | TOTAL: | 53,982.31 |
| DOG WARDEN - CONTRACTE | SHERIFF OF UPSHUR COUNTY | 707-230-00 | DOG WARDEN CONTRACTE | 2022-23 DOG TAXES | 833.70 |
| | | | | TOTAL: | 833.70 |
| STREET | BUCKHANNON UTIL BOARDS | 750-341-00 | STREET DEPT. MAT & S | STREET JUNE 2023 WASTE | 149.49 |
| | MON POWER | 750-213-00 | STREET DEPT. UTILITI | 110123905108 25 N LOCUST S | 10.30 |
| | | 750-213-00 | STREET DEPT. UTILITI | 110148156588 RT 6 395 MUDL | 628.05 |
| | | 750-213-00 | STREET DEPT. UTILITI | 110148255778 395 MUDLICK R | 706.76 |

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|------------|------------------------------|------------|----------------------|----------------------------|-----------|
| | FISHER AUTO PARTS INC | 750-343-00 | STREET DEPT. AUTO SU | BATTERY FOR S-14 | 155.98 |
| | UNIFIRST CORP. | 750-345-00 | STREET DEPT. UNIFORM | ALL DEPT UNIFORMS MAY 2023 | 421.26 |
| | VALLEY STEEL SERVICE | 750-458-05 | STREET DEPT PROJECTS | CR ROUND MADISON ST LOT | 397.66 |
| | WV PAGING | 750-213-00 | STREET DEPT. UTILITI | JUNE 2023 STREET DEPT PAGE | 23.00 |
| | WV PUBLIC EMPLOYEES INSURANC | 750-105-00 | STREET DEPT. GROUP I | GF JUN 2023 HEALTH INS | 4,150.84 |
| | | 750-105-00 | STREET DEPT. GROUP I | GF JUN 2023 RETIREE'S INS | 630.00 |
| | SCOTT ELECTRIC CORP | 750-458-05 | STREET DEPT PROJECTS | 30 & 50A CORD PLUGS | 919.92 |
| | | 750-458-05 | STREET DEPT PROJECTS | 50A CORD PLUGS FESTIVAL | 582.32 |
| | | 750-458-05 | STREET DEPT PROJECTS | 30A CORD CONNECTORS | 419.88 |
| | | 750-458-05 | STREET DEPT PROJECTS | WIRE; 50A OUTLET BOX | 5,477.17 |
| | | 750-458-05 | STREET DEPT PROJECTS | #8 STR WIRE MADISON LOT | 1,069.05 |
| | | 750-458-05 | STREET DEPT PROJECTS | #8 STR WIRE MADISON LOT | 1,069.05 |
| | | 750-458-05 | STREET DEPT PROJECTS | #8 STR WIRE MADISON LOT | 1,069.05 |
| | | 750-458-05 | STREET DEPT PROJECTS | 50A PLUG IN BREAKERS | 265.14 |
| | | 750-458-05 | STREET DEPT PROJECTS | 50A OUTLET BOX | 284.73 |
| | J F ALLEN CO | 750-458-05 | STREET DEPT PROJECTS | BASE ASPHALT MADISON LOT | 38,140.14 |
| | C.I. THORNBURG CO., INC. | 750-458-08 | GATEWAY WEST GRANT E | MH FRAMES | 390.00 |
| | LOWES BUSINESS ACCOUNTS | 750-458-05 | STREET DEPT PROJECTS | 7/16 OSB FOR FLORIDA ST | 11.25 |
| | | 750-341-00 | STREET DEPT. MAT & S | PCRD-BOARDS FOR BARRICADES | 72.80 |
| | | 750-458-05 | STREET DEPT PROJECTS | 7/16 OSB FOR FLORIDA ST | 22.50 |
| | | 750-458-05 | STREET DEPT PROJECTS | FOAM STRIPS | 7.57 |
| | | 750-458-05 | STREET DEPT PROJECTS | 2X6'S & SCREWS | 82.20 |
| | STATE EQUIPMENT INC. | 750-343-00 | STREET DEPT. AUTO SU | DOOR GLASS- EXCAVATOR | 350.75 |
| | CRISS SALES & SERVICE | 750-343-00 | STREET DEPT. AUTO SU | SPINDLE ASSY FOR MOWER | 54.95 |
| | TOTAL EQUIPMENT SOLUTIONS | 750-458-05 | STREET DEPT PROJECTS | TOTER CANS FOR FESTIVAL | 8,442.90 |
| | 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 |
| | TRACTOR SUPPLY CREDIT PLAN | 750-341-00 | STREET DEPT. MAT & S | PCRD-STEEL TOE BOOTS BRAD | 109.99 |
| | USA BLUE BOOK/ HD SUPPLY FAC | 750-458-05 | STREET DEPT PROJECTS | GROUND BOXES & EXTENSIONS | 1,605.26 |
| | CRITES ELECTRICAL SUPPLY INC | 750-458-05 | STREET DEPT PROJECTS | HOLESAW & LOCKNUTS JAWBON | 18.51 |
| | | 750-458-05 | STREET DEPT PROJECTS | LOCK NUT & BUSHINGS | 2.25 |
| | | 750-458-05 | STREET DEPT PROJECTS | BUTT CONNECTORS | 53.34 |
| | ST JOSEPH HOSPITAL OF BUCKHA | 750-341-00 | STREET DEPT. MAT & S | LAB RESULTS JERRY ARNOLD | 74.00 |
| | | 750-341-00 | STREET DEPT. MAT & S | LAB RESULTS ETHAN SKIDMORE | 56.00 |
| | WALMART STORES INC -BUCKHANN | 750-341-00 | STREET DEPT. MAT & S | PCRD-HAND SOAP PAPER TOWEL | 117.96 |
| | MOUNTAIN STATE PEST GUARD | 750-341-00 | STREET DEPT. MAT & S | STREET JUNE 23 PEST CNTRL | 33.50 |
| | INTERNAL REVENUE SERVICE | 750-104-00 | STREET DEPT. FICA TA | FICA WITHHELD AND MATCHED | 1,208.13 |
| | | 750-104-00 | STREET DEPT. FICA TA | MEDICARE WITHHELD & MATCHE | 282.56 |
| | AMAZON.COM | 750-341-00 | STREET DEPT. MAT & S | PCRD-PHONE CASE | 12.99 |
| | | 750-341-00 | STREET DEPT. MAT & S | PCRD- RED REFLECTIVE TAPE | 14.99 |
| | | 750-341-00 | STREET DEPT. MAT & S | PCRD-STROBE WARNING LGHTS | 208.80 |
| | | 750-341-00 | STREET DEPT. MAT & S | PCRD-2-50 AMP EXTENSION CO | 1,432.80 |
| | | 750-458-05 | STREET DEPT PROJECTS | PCRD-PARKING BOLLARDS MADI | 539.94 |
| | | 750-341-00 | STREET DEPT. MAT & S | PCRD-SAFETY TAPE FOR BARRI | 59.82 |
| | PAYFLEX | 750-105-00 | STREET DEPT. GROUP I | GF MAY 2023 HSA FEES | 29.25 |
| | ARGOS USA LLC | 750-458-05 | STREET DEPT PROJECTS | DRY CEMENT- MIXING CNCRTE | 3,589.80 |
| | HINKLE TRUCKING, INC. | 750-458-05 | STREET DEPT PROJECTS | HAULING BLK CMNT FOR MIX | 651.00 |
| | FIRST COMMUNITY BANK CORPORA | 750-459-22 | PROPERY PAYMENT MUDL | JUNE 2023 PUBLIC WKS BLDG | 9,774.80 |
| | AT&T MOBILITY | 750-211-00 | STREET DEPT. TELEPHO | PCRD-MAY 2023 CELL PHN GEO | 406.79 |
| | ROZELLE ENTERPRISES DBA TRAD | 750-458-05 | STREET DEPT PROJECTS | LABOR S FLORIDA SIDEWLKS | 24,670.00 |
| | WORLD FUEL SERVICES, INC. | 750-343-00 | STREET DEPT. AUTO SU | STREET MAY 2023 FUEL BILL | 3,229.23 |
| | BENJAMIN LEE ARISMAN | 750-341-00 | STREET DEPT. MAT & S | MOW CITY LOTS 5/8-5/21/23 | 3,330.00 |

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|-----------------|------------------------------|------------|----------------------|-----------------------------|----------|
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 1,500.00 |
| | | | | TOTAL: | 1,954.14 |
| DATA PROCESSING | MICROSOFT STORE | 439-230-00 | DATA PROCESSING | PCRD-NEAT OFFICE | 2.13 |
| | GOOGLE DRIVE | 439-230-00 | DATA PROCESSING | PCRD-YEARLY SUBSCRIPTION F | 20.19 |
| | | 439-230-00 | DATA PROCESSING | PCRD-YEARLY SUBSCRIPTION F | 1.20 |
| | RAVEN ROCK NETWORKS INC | 439-230-00 | DATA PROCESSING | JUNE 2023 IT SVC CONTRACT | 375.00 |
| | OPTIMUM B2B, DEPT. 1264 | 439-230-00 | DATA PROCESSING | JUNE 2023 CITY HALL INTERN | 2.13 |
| | | | | TOTAL: | 400.65 |
| CITY HALL | UNIFIRST CORP. | 440-216-00 | CITY HALL MAINTENANC | ALL DEPT UNIFORMS MAY 2023 | 117.60 |
| | WV PUBLIC EMPLOYEES INSURANC | 440-105-00 | CITY HALL JANITOR IN | GF JUN 2023 HEALTH INS | 1.14 |
| | | 440-105-00 | CITY HALL JANITOR IN | GF JUN 2023 RETIREE'S INS | 70.00 |
| | MOUNTAINEER GAS COMPANY | 440-213-00 | CITY HALL UTILITIES | 269245-314199 1 S-FLORIDA | 47.42 |
| | WALMART STORES INC -BUCKHANN | 440-216-00 | CITY HALL MAINTENANC | CLEANING SPPLS CITY HALL | 27.46 |
| | INTERNAL REVENUE SERVICE | 440-104-00 | CITY HALL FICA | FICA WITHHELD AND MATCHED | 86.04 |
| | | 440-104-00 | CITY HALL FICA | MEDICARE WITHHELD & MATCHE | 20.12 |
| | PAYFLEX | 440-105-00 | CITY HALL JANITOR IN | GF MAY 2023 HSA FEES | 3.25 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 1,402.50 |
| | | | | TOTAL: | 1,774.93 |
| POLICE | A F WENDLING INC | 700-341-05 | POLICE VIPS EXPENSES | FOOD FOR PARADE BRIEFING | 349.56 |
| | MUNICIPAL EMERGENCY SERVICE | 700-341-00 | POLICE DEPT. MAT & S | BULLET PROOF VESTS | 3,285.00 |
| | | 700-345-00 | POLICE DEPT. UNIFORM | PEPPER SPRAY &RADIO POUCH | 188.14 |
| | | 700-345-00 | POLICE DEPT. UNIFORM | VEST CARRIER POSEY | 91.81 |
| | WV CHIEFS OF POLICE ASSOCIAT | 700-221-00 | POLICE DEPT. TRAININ | WVCOPA DUES D LOUDIN | 100.00 |
| | | 700-221-00 | POLICE DEPT. TRAININ | WVCOPA DUES GREGORY | 100.00 |
| | WV PUBLIC EMPLOYEES INSURANC | 700-105-00 | POLICE DEPT. GROUP I | GF JUN 2023 HEALTH INS | 5,986.12 |
| | | 700-105-00 | POLICE DEPT. GROUP I | GF JUN 2023 RETIREE'S INS | 770.00 |
| | MICROSOFT STORE | 700-341-00 | POLICE DEPT. MAT & S | PCRD-OFFICE HOME & STUDENT | 160.49 |
| | JENKINS FORD INC | 700-343-00 | POLICE DEPT. AUTO SU | PCRD-ADDITIONAL VEHICLE KE | 22.20 |
| | STATE TREASURER CVR LET RJ | 700-341-04 | CVR-LET-RJ FEES EXPE | MAY 2023 CVC LET RJ | 112.00 |
| | COMMUNITY CARE OF WV | 700-341-00 | POLICE DEPT. MAT & S | PRE EMPLMT PHYS DYLAN MAJO | 196.00 |
| | ENTERPRISE FM TRUST | 700-459-00 | POLICE DEPT. NEW EQU | 22SPF24 2018 INTERCEPTOR PY | 693.66 |
| | | 700-459-00 | POLICE DEPT. NEW EQU | 22SPF27 2018 INTERCEPTOR PY | 693.66 |
| | | 700-459-00 | POLICE DEPT. NEW EQU | 22SC22 2018 INTERCEPTOR PY | 687.33 |
| | | 700-343-00 | POLICE DEPT. AUTO SU | 23H64C MAINT OLDER CRUISER | 600.20 |
| | | 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 22 FORD POLICE | 823.90 |
| | JASON KNICELY | 700-343-00 | POLICE DEPT. AUTO SU | 11 CRUISERS DETAILED | 495.00 |
| | INTERNAL REVENUE SERVICE | 700-104-00 | POLICE DEPT. FICA TA | FICA WITHHELD AND MATCHED | 2,058.05 |
| | | 700-104-00 | POLICE DEPT. FICA TA | MEDICARE WITHHELD & MATCHE | 481.31 |
| | AMAZON.COM | 700-341-00 | POLICE DEPT. MAT & S | PCRD-CROWN VIC SIDE MARKER | 25.56 |
| | | 700-233-00 | POLICE DEPT. CRIMINA | PCRD-16 FLASH DRIVES | 1,459.20 |
| | | 700-345-00 | POLICE DEPT. UNIFORM | PCRD-WOMENS TACTICAL PANTS | 99.98 |
| | | 700-341-00 | POLICE DEPT. MAT & S | PCRD-DOORBELL | 25.99 |
| | PAYFLEX | 700-105-00 | POLICE DEPT. GROUP I | GF MAY 2023 HSA FEES | 29.25 |

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|------------------------|------------------------------|------------|----------------------|----------------------------|------------|
| | | 750-341-00 | STREET DEPT. MAT & S | MOW CITY LOTS 5/22-6/11 | 4,995.00 |
| | FREEDOM AG & ENGERY COOPERAT | 750-458-08 | GATEWAY WEST GRANT E | GRASS SEED FOR GWW | 99.99 |
| | NOVA RUBBER COMPANY | 750-343-00 | STREET DEPT. AUTO SU | PCRD-BELTING FOR S-10 | 288.00 |
| | DALE MOYERS ENTERPRISES LLC | 750-341-00 | STREET DEPT. MAT & S | PCRD-TRK SEAT REPAIR | 300.00 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 19,515.55 |
| | | | | TOTAL: | 145,477.31 |
| STREET LIGHTS | MON POWER | 751-213-00 | STREET LIGHTS | 110160309701 31 S KANAWHA | 19.95 |
| | | 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 | 105.50 |
| | | | | TOTAL: | 5,993.14 |
| TRAFFIC SIGNALS & SIGN | MON POWER | 752-213-00 | TRAFFIC SIGNALS POWE | 110087174485 S. KANAWHA ST | 29.18 |
| | | 752-213-00 | TRAFFIC SIGNALS POWE | 110088235830 REGER ST RT 2 | 54.99 |
| | | 752-213-00 | TRAFFIC SIGNALS POWE | 110 088 985 459 RT. 119 | 46.55 |
| | | 752-213-00 | TRAFFIC SIGNALS POWE | 110088985624 RT. 20 BKN C | 54.54 |
| | | 752-213-00 | TRAFFIC SIGNALS POWE | 110081822063 W. MAIN ST | 36.90 |
| | | 752-213-00 | TRAFFIC SIGNALS POWE | 110088820243 MAIN ST | 41.72 |
| | | 752-213-00 | TRAFFIC SIGNALS POWE | 110080768291 E. MAIN ST | 27.59 |
| | AMAZON.COM | 752-230-00 | SIGNS & SIGNALS | PCRD-TRAFFIC CONE SIGNS WI | 156.35 |
| | | | | TOTAL: | 447.82 |
| PARK 30% TO CPWB | CONSOLIDATED PUBLIC WORKS BD | 900-341-00 | PARK-30% HOT/MOT PD | MAY 2023 HOTEL MOTEL TAX | 3,713.01 |
| | | | | TOTAL: | 3,713.01 |
| CVB 70% TO CVB | UPSHUR COUNTY CVB | 901-235-00 | HOTEL/MOTEL 70% PAID | MAY 2023 HOTEL MOTEL TAX | 8,663.66 |
| | | | | TOTAL: | 8,663.66 |
| ARTS-THEATRE | MON POWER | 906-213-00 | CAC UTILITIES | 110122154542 48 E. MAIN ST | 516.26 |
| | WV PUBLIC EMPLOYEES INSURANC | 906-105-00 | CAC HEALTH INS | GF JUN 2023 HEALTH INS | 266.76 |
| | | 906-105-00 | CAC HEALTH INS | GF JUN 2023 RETIREE'S INS | 70.00 |
| | MOUNTAINEER GAS COMPANY | 906-213-00 | CAC UTILITIES | 268704-483167 48 E. MAIN S | 74.87 |
| | LOWES BUSINESS ACCOUNTS | 906-450-01 | THEATRE BLDG | KNOT BRUSH CURVED ST | 26.09 |
| | | 906-450-01 | THEATRE BLDG | 2X4'S, TILE SPACERS | 42.58 |
| | | 906-450-01 | THEATRE BLDG | FLOOR DOOR STOP BIT SET | 37.09 |
| | | 906-450-01 | THEATRE BLDG | DRILL BIT, SCREWS | 14.63 |
| | | 906-450-01 | THEATRE BLDG | PAINT RAGS & TAPE | 74.93 |
| | | 906-450-01 | THEATRE BLDG | TILE SPACER TOOL | 18.99 |
| | | 906-450-01 | THEATRE BLDG | PAINT, CAULK, SNIPS | 88.18 |
| | | 906-450-01 | THEATRE BLDG | 1X4 BOARDS | 17.06 |
| | | 906-450-01 | THEATRE BLDG | MORTAR | 15.16 |
| | | 906-450-01 | THEATRE BLDG | OSB, SCREWS, REBAR | 413.53 |
| | | 906-450-01 | THEATRE BLDG | ROTOZIP BITS | 14.25 |
| | | 906-450-01 | THEATRE BLDG | CAULK & FLOOR ADHESI | 102.48 |
| | | 906-450-01 | THEATRE BLDG | FOAM EAR PLUGS | 20.89 |
| | | 906-450-01 | THEATRE BLDG | 5GAL BUCKETS & GLOVE | 26.55 |
| | | 906-450-01 | THEATRE BLDG | PAINT & SUPPLIES | 529.94 |
| | | 906-450-01 | THEATRE BLDG | MASKING PAPER & TAPE | 38.92 |
| | | 906-450-01 | THEATRE BLDG | METAL STUDS | 8.54 |
| | | 906-450-01 | THEATRE BLDG | GROUT PEN, CAULK | 98.65 |
| | | 906-450-01 | THEATRE BLDG | BRUSHES & ROLLERS | 126.72 |
| | | 906-450-01 | THEATRE BLDG | PAINT & DRILL BIT SE | 269.71 |
| | | 906-450-01 | THEATRE BLDG | PAINT & BRUSHES | 208.95 |
| | | 906-450-01 | THEATRE BLDG | COLLET & NUT KIT | 27.52 |

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|-----------------------|------------------------------|------------|----------------------|----------------------------|-----------|
| | | 906-450-01 | THEATRE BLDG | DRILL BITS | 27.95 |
| | | 906-450-01 | THEATRE BLDG | DRYWALL ANCHORS | 19.42 |
| | | 906-450-01 | THEATRE BLDG | FLOOR ADHESIVE | 41.34 |
| | | 906-450-01 | THEATRE BLDG | ANCHORS, SHRINK TUBI | 90.79 |
| | | 906-450-01 | THEATRE BLDG | CAULK, BRAD NAILS | 113.87 |
| | | 906-450-01 | THEATRE BLDG | CLEANER & GROUT PEN | 49.33 |
| | | 906-450-01 | THEATRE BLDG | PAINTERS TAPE | 33.24 |
| | | 906-450-01 | THEATRE BLDG | HOLESAW & SPACERS | 61.72 |
| | | 906-450-01 | THEATRE BLDG | DREMEL BITS, SHARPIE | 58.33 |
| | | 906-450-01 | THEATRE BLDG | ARMOR CLAD CABLE | 216.11 |
| | | 906-450-01 | THEATRE BLDG | SEALANT, CAULK | 80.40 |
| | SHERWIN WILLIAMS-ELKINS | 906-450-01 | THEATRE BLDG | PAINT FOR THEATRE | 229.93 |
| | | 906-450-01 | THEATRE BLDG | 2 GALLONS PAINT THEATRE | 153.29 |
| | INTERNAL REVENUE SERVICE | 906-104-00 | CAC FICA | FICA WITHHELD AND MATCHED | 74.40 |
| | | 906-104-00 | CAC FICA | MEDICARE WITHHELD & MATCHE | 17.40 |
| | AMAZON.COM | 906-450-01 | THEATRE BLDG | PCRD-STAINLESS STEEL SCREW | 22.70 |
| | | 906-341-00 | CAC SUPPLIES & EXPEN | PCRD-LAPTOP SHOULDER STRAP | 35.65 |
| | | 906-341-00 | CAC SUPPLIES & EXPEN | PCRD-LOCKING THERMOSTAT CO | 65.87 |
| | NEWTECH SYSTEMS INC. | 906-213-00 | CAC UTILITIES | SEC ALARM MONITORING 6/23- | 180.00 |
| | RECDESK LLC | 906-223-00 | CAC PROFESSIONAL SER | SOFTWARE REG. RESRVATIONS | 2,400.00 |
| | AT&T MOBILITY | 906-213-00 | CAC UTILITIES | PCRD-MAY 2023 CELL PHN GEO | 50.32 |
| | ROZELLE ENTERPRISES DBA TRAD | 906-450-01 | THEATRE BLDG | LABOR THEATRE 5/1-5/12/23 | 17,331.88 |
| | | 906-450-01 | THEATRE BLDG | LABOR- THEATRE 5/22-6/1 | 12,566.19 |
| | FRONTIER | 906-213-00 | CAC UTILITIES | 473-8987-052821-4 THEATRE | 113.28 |
| | YOUNG: JASON | 906-223-00 | CAC PROFESSIONAL SER | DEP FOR SHOW JULY 7, 2023 | 1,000.00 |
| | MAFFEL STRAYER FURNISHINGS | 906-216-00 | THEATRE MAINTENANCE/ | DONOR TAGS | 300.00 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 1,200.00 |
| | | | | TOTAL: | 39,682.66 |
| STOCKERT YOUTH CENTER | MON POWER | 907-213-00 | UTILITIES | 110084767208 79 E MAIN ST | 32.16 |
| | A F WENDLING INC | 907-360-00 | CAMP BUCCANEER SUPPL | CAMP BUCCANEER SUPPLIES | 347.57 |
| | UNIFIRST CORP. | 907-216-00 | MAINTENANCE | ALL DEPT UNIFORMS MAY 2023 | 60.28 |
| | EAST FAIRMONT HIGH SCHOOL | 907-356-00 | YOUTH BASKETBALL | GIRLS B-BALL TOURNEY FEE | 100.00 |
| | LEAF | 907-341-01 | OPERATING EXPENSES | COPIER LEASE | 177.51 |
| | CARTER: LARRY | 907-363-00 | KARATE CLASS INSTRUC | KARATE INSTRUCTOR MAY 23 | 53.00 |
| | J T MARTIN COMPANY INC | 907-341-00 | MATERIALS & SUPPLIES | FIRE EXT. INSPECTIONS | 92.35 |
| | WV PUBLIC EMPLOYEES INSURANC | 907-105-00 | GROUP INSURANCE | GF JUN 2023 HEALTH INS | 2,002.04 |
| | | 907-105-00 | GROUP INSURANCE | GF JUN 2023 RETIREE'S INS | 280.00 |
| | GRANT COUNTY MULCH INC | 907-459-00 | CAPITAL OUTLAY | KIDDIE MAT FOR PLAYGROUND | 2,050.80 |
| | HART OFFICE SOLUTIONS INC | 907-341-01 | OPERATING EXPENSES | SERVICE COPIER SYC | 55.00 |
| | LOWES BUSINESS ACCOUNTS | 907-341-00 | MATERIALS & SUPPLIES | PCRD-REPAIR SLIDING BOARD | 100.78 |
| | | 907-341-00 | MATERIALS & SUPPLIES | PCRD-PAINT | 20.98 |
| | | 907-343-00 | SYC AUTO SUPPLIES | PCRD-EXPAND N SEAL | 16.98 |
| | ACE HARDWARE & CONTRACTOR SU | 907-216-00 | MAINTENANCE | METAL ADJUST NOZZLE | 15.99 |
| | ST JOSEPH HOSPITAL OF BUCKHA | 907-341-00 | MATERIALS & SUPPLIES | LAB RESULTS GAVIN BROWN | 56.00 |
| | WALMART STORES INC -BUCKHANN | 907-368-04 | MISC ACTIVITIES-ONE | PCRD-PINATA PAINT ROLLERS | 192.49 |
| | | 907-360-00 | CAMP BUCCANEER SUPPL | CAMP BUCCANEER SUPPLIES | 8.76 |
| | | 907-360-00 | CAMP BUCCANEER SUPPL | CAMP BUCCANEER SUPPLIES | 157.73 |
| | | 907-360-00 | CAMP BUCCANEER SUPPL | CAMP BUCCANEER SUPPLIES | 98.23 |
| | | 907-360-00 | CAMP BUCCANEER SUPPL | CAMP BUCCANEER SUPPLIES | 31.39 |
| | SAM'S PIZZA | 907-361-00 | AFTER SCHOOL SUPPLIE | AFTER SCHOOL SNACK | 70.00 |
| | | 907-361-00 | AFTER SCHOOL SUPPLIE | AFTERSCHOOL SNACKS | 70.00 |
| | MOUNTAIN STATE PEST GUARD | 907-216-00 | MAINTENANCE | JUNE 2023 SYC PEST CONTROL | 38.50 |
| | INTERNAL REVENUE SERVICE | 907-104-00 | FICA TAX | FICA WITHHELD AND MATCHED | 434.69 |

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|-------------------|---|------------|----------------------|----------------------------|-----------|
| | APRIL E SMALL AMAZON.COM | 907-104-00 | FICA TAX | MEDICARE WITHHELD & MATCHE | 101.65 |
| | | 907-368-01 | ZUMBA | KICKBOXING INSTRCTR MAY23 | 16.00 |
| | | 907-360-00 | CAMP BUCANNEER SUPPL | PCRD-CAMP BUCANNEER SUPPLI | 79.38 |
| | | 907-341-01 | OPERATING EXPENSES | PCRD-COPY PAPER | 78.20 |
| | | 907-360-00 | CAMP BUCANNEER SUPPL | PCRD-CAMP BUCANNEER | 154.34 |
| | RECDESK LLC | 907-459-00 | CAPITAL OUTLAY | SOFTWARE REG. RESRVATIONS | 2,500.00 |
| | PAYFLEX | 907-105-00 | GROUP INSURANCE | GF MAY 2023 HSA FEES | 13.00 |
| | LYNX WV INC | 907-213-00 | UTILITIES | MAY 2023 SYNC INTERNET | 145.00 |
| | | 907-213-00 | UTILITIES | JUNE 2023 SYNC INTERNET | 145.00 |
| | AT&T MOBILITY | 907-211-00 | TELEPHONES | PCRD-MAY 2023 CELL PHN GEO | 38.85 |
| | WORLD FUEL SERVICES, INC. | 907-343-00 | SYN AUTO SUPPLIES | SYN MAY 2023 FUEL BILL | 323.74 |
| | DODDRIDGE COUNTY GIRLS BASKE | 907-356-00 | YOUTH BASKETBALL | FLAME GIRLS BASKETBALL TOU | 225.00 |
| | DAWN WEBB | 907-363-00 | KARATE CLASS INSTRU | KARATE INSTRUCTOR MAY 23 | 159.00 |
| | FREEDOM AG & ENGERY COOPERAT | 907-360-00 | CAMP BUCANNEER SUPPL | PCRD-PLANTS FOR GREENHOUSE | 40.71 |
| | STOUT COMPANY, INC. | 907-459-00 | CAPITAL OUTLAY | KITCHEN EXHAUST HOOD | 10,375.00 |
| | FAIRMONT SENIOR HIGH SCHOOL | 907-356-00 | YOUTH BASKETBALL | GIRLS BBALL TOURN FEE | 325.00 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 7,011.07 |
| | | | | TOTAL: | 28,294.17 |
| CONVENTION CENTER | USDA, RURAL DEVLEOPMENT INTERNAL REVENUE SERVICE | 910-457-00 | CONFERENCE CENTER PA | CONF CENTER JUNE 2023 | 3,351.00 |
| | | 910-104-00 | FICA TAX | FICA WITHHELD AND MATCHED | 13.49 |
| | | 910-104-00 | FICA TAX | MEDICARE WITHHELD & MATCHE | 3.15 |
| | **PAYROLL EXPENSES | | | 6/01/2023 - 6/15/2023 | 217.50 |
| | | | | TOTAL: | 3,585.14 |
| PUBLIC SAFETY | UNIFIRST CORP. | 976-216-00 | SAFETY COMPLEX MAINT | ALL DEPT UNIFORMS MAY 2023 | 53.50 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | BUILDING SUPPLS PSC FACAD | 41.67 |
| | LOWES BUSINESS ACCOUNTS | 976-459-00 | SAFETY COMPLEX CAPIT | SOFFIT; NAILS & PAINT SPP | 118.35 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | BUILDING SUPPLS PSC FACAD | 350.04 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | METAL PRIMER, ACETON | 316.19 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | GORILLA TAPE | 41.72 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | XYLOL FOR PSC FACADE | 94.92 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | BUILDING SUPPLS PSC FACAD | 43.59 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | BUILDING SUPPLS PSC FACAD | 1.32 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | SOFFIT; NAILS & PAINT SPP | 207.75 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | GORILLA TAPE | 20.86 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | BUILDING SUPPLS PSC FACAD | 23.74 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | BUILDING SUPPLS PSC FACAD | 54.71 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | HOLE PLUGS, WIRE CONNECTO | 48.85 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | LEVEL & 2X6 BOARDS | 26.56 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | LEVEL & 2X6 BOARDS | 16.90 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | TYVEK & PAINT RAGS | 55.05 |
| | | 976-459-01 | PUBLIC SAFETY TRAINI | BLDG MTRL TRAINING FACILI | 3,458.11 |
| | | 976-459-01 | PUBLIC SAFETY TRAINI | BLDG MTRL TRAINING FACILI | 1,163.24 |
| | | 976-459-01 | PUBLIC SAFETY TRAINI | BLDG SPPLS TRAINING PROP | 3,166.32 |
| | | 976-459-01 | PUBLIC SAFETY TRAINI | BLDG SPPLS TRAINING PROP | 267.40 |
| | | 976-459-01 | PUBLIC SAFETY TRAINI | BLDG SPPLS TRAINING PROP | 24.54 |
| | | 976-459-01 | PUBLIC SAFETY TRAINI | BLDG SPPLS TRAINING PROP | 4,101.76 |
| | | 976-459-01 | PUBLIC SAFETY TRAINI | BLDG SPPLS TRAINING PROP | 115.58 |
| | BRUFFEY TRUCKING INC | 976-459-01 | PUBLIC SAFETY TRAINI | #4 STONE TRAINING FACILIT | 2,057.26 |
| | SHERWIN WILLIAMS-ELKINS | 976-459-00 | SAFETY COMPLEX CAPIT | PAINT FOR PSC FACADE | 147.44 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | PAINT FOR PSC FACADE | 825.00 |
| | LIFETITE METAL PRODUCTS | 976-459-00 | SAFETY COMPLEX CAPIT | CUSTOM TRIM PSC FACADE | 2,911.82 |
| | | 976-459-00 | SAFETY COMPLEX CAPIT | BROWN SCREWS PSC FACADE | 46.37 |

06-15-2023 04:52 PM

DISBURSEMENTS 06/01/23 to 06/15/23

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|------------|-----------------------------|------------|----------------------|----------------------------|-----------|
| | AMAZON.COM | 976-459-00 | SAFETY COMPLEX CAPIT | PCRD-STADIUM LIGHTS FOR PA | 629.98 |
| | ROZELE ENTERPRISES DBA TRAD | 976-459-00 | SAFETY COMPLEX CAPIT | LABOR PSC FACADE 5/22-6/1 | 16,464.50 |
| | | | | TOTAL: | 36,895.04 |

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

F. Strategic Issues for Discussion and/or Vote.

F.1 Recommendation from the Buckhannon Television Cable Board: Action taken earlier in the meeting.

- Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System -1st Reading
- To Include City of Buckhannon Support of Channel 3 Construction Credit Head-End Connection to Broadcast

F.2 Bid Opening Results Demolition 6 Ambrose Street and 11 Nona Street - Action taken earlier in the meeting.

F.3 Approval Resolution 2023-06 General Fund Budget Revision #7 FY 2022/23 - Action taken earlier in the meeting.

F.4 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill - Action taken earlier in the meeting.

G. Comments and Announcements

- Pamela Bucklew: Mrs. Bucklew has heard nothing but good comments on the new fence along the SYCC property on Florida Street. She is happy to see progress on the Florida Street sidewalk replacements and she encouraged everyone to support the upcoming Almost Heaven BBQ Bash.

- **David McCauley:** Mr. McCauley asked for a few additional updates on the Public Safety Complex which were provided by Mr. Arnold. Mr. McCauley congratulated Randy Sanders for a successful Miss WV USA/Teen USA Pageant weekend. He asked Mr. Rylands for an update concerning the rails to trails. Mr. Rylands provided a brief update. Mr. McCauley concluded by discussing a recent trip he took to Braxton County centered on finding Gray Barker’s grave site.
- **Jack Reger:** Mr. Reger noted that he is looking forward to the upcoming Almost Heaven BBQ Bash. He also commended Chief Gregory, Jerry Arnold, and Amby Jenkins on the stellar work that they continue to do along with their staff members. He concluded by congratulating Randy Sanders on his successful career in pageantry and on his recent retirement announcement from that industry.
- **Dave Thomas:** Mr. Thomas echoed what the others had said and wished everyone a safe and enjoyable weekend.
- **CJ Rylands:** Mr. Rylands announced that Create Buckhannon has completed the production of two additional turnstiles that still need the historic stories and photos added. These items are drafted but need the proper formatting so he will work with the City to have this accomplished. He congratulated all on the continuing successes throughout the community.
- **Randall Sanders:** Mr. Sanders thanked his colleagues for the kind words concerning the recent Miss WV USA/Teen USA pageant and he provided a report on its success and his upcoming retirement from that industry. He also complimented the Almost Heaven BBQ Bash committee and looks forward to the event itself.

H. Mayor’s Comments and Announcements: Mayor Skinner also complimented Randy Sanders on the recent Miss WV USA/Teen USA pageant and the upcoming WAMSB event. He also complimented the Council for their hard work and dedication to the success of the summer events. He reminded the community of the upcoming July 4th Fireworks Celebration that will be held in conjunction with the June 30, 2023 Festival Friday’s event and is looking forward to the upcoming Almost Heaven BBQ Bash.

Motion to adjoin into Executive Session at 8:36 PM to discuss property issues was made by Sanders/Rylands. Motion carried.

Motion to adjoin out of and Executive Session at 9:18 PM was made by Sanders/Rylands. Motion carried.

Mayor Skinner reported that during the Executive Session we discussed property issues and that no decisions were made.

I. Adjournment

Motion to adjourn at 9:19 PM was made by Sanders/Bucklew.

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____