

STATE OF WEST VIRGINIA; COUNTY OF UPSHUR; CITY OF BUCKHANNON: TO-WIT:

The regular monthly meeting of the Consolidated Public Works Board was held at Buckhannon City Hall, 70 East Main Street, on Thursday, May 23, 2024, at 7:30 a.m., with the following in attendance (GTM – GoToMeeting):

Mayor	Robbie Skinner	Present
City Recorder	Randy Sanders	Present
Board Member	Pamela Bucklew	Present
Board Member	Jack Reger	Present
Board Member	Mark Waldo	Present
Board Member	Nancy Shobe	Present
Director of Finance & Admin/Asst Recorder	Amberle Jenkins	Present
Director of Public Works	Jerry Arnold	Present
Street Superintendent	Bradley Hawkins	Absent
Asst Street Supervisor	Andrew Loudin	Present
Mayor's Office	Barbara Hinkle	Absent
City Engineer	Jay Hollen	Present - GTM
My Buckhannon	Monica Zalaznik	Present - GTM

Guests: Lisa Gum, Marcia Drake, and others who were present to hear about the Really Really Free Market, which has requested the use of Jawbone Park but does not want to provide the required insurance.

*City of Buckhannon Consolidated Public Works Board 7:30 AM in Council Chambers
Meeting Agenda for Thursday, May 23, 2024*

A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America

B. Recognized Guest

- B.1

C. Department Report

- C.1 Bradley Hawkins

D. Financial Report-Amberle Jenkins

- D.1 April 2024

E. Correspondence and Information

- E.1 Contract & Agreement COB & Gambill Amusements RE: WVSF Events 2023-2027
- E.2 Notice Accepting Resumes for the Position of Director of Public Works for the City of Buckhannon
- E.3 Cemetery Mowing Season 2024 Agreement: COB & Everson-Carr Farms LLC
- E.4 City Owned Properties Mowing Season 2024 Agreement: COB & Wanderscape LLC

F. Consent Agenda

- F.1 Approval of Minutes: Regular 03/28/24 & 04/25/24, Special 04/04/24

G. Strategic Issues for Discussion and/or Vote

- G.1 First Baptist Church -Request Two Handicap Parking Spaces at Florida St & Arnold Ave
- G.2 Discussion/Possible Vote to Purchase Heartsmart Automated External Defibrillator (AED) Units
- G.3 Event Request & Street Closure-Buckhannon Academy Chair Races-Smithfield St from College to Victoria St
- G.4 Event Request Relay For Life Celebration at Jawbone Park on 07/20/24 (No Road Closure)
- G.5 Event Request Green Bean Celebration at Poundstone Riverwalk Trail on 08/10/24

H. Board Members Comments and Announcements

I. Adjournment

Posted 05/17/2024

A. Call to Order—Mayor Skinner called the meeting to order and asked all to join him in a Moment of Silence, followed by the Pledge to the Flag of the United States of America.

B. Recognized Guest

B.1 No guests on the Agenda

Mayor Skinner noted that no guests had requested to be placed on the agenda. He then went to the public sign-in sheet, and Lisa Gum was the first to sign in who he recognized. Lisa Gum introduced herself as a concerned Buckhannon citizen who follows the city's happenings. She spoke about the Really Really Free Market, which has requested to use Jawbone Park but does not want to secure the required insurance. Nor do they want to accept donations to cover the cost of the required insurance. She provided her support for the Really Really Free Market to be able to hold the event

093-CONSOL PUBLIC WORKS

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER FEES						
093-340-000-01 DONATION BEAUTIFICATION U	60	6.00	60.00	0.00	0.00	100.00
093-340-000-02 DONATION DOG PARK UTL&PRI	60	7.00	140.01	0.00 (	80.01)	233.35
093-342-000-00 PARKING METERS LOT 1	0	0.00	0.00	0.00	0.00	0.00
093-342-000-01 PARK.PEN.LOT 1	25	0.00	0.00	0.00	25.00	0.00
093-342-000-02 LOT 1 STICKERS	0	0.00	0.00	0.00	0.00	0.00
093-343-000-00 PARKING LOT 2 RENTAL	0	0.00	0.00	0.00	0.00	0.00
093-343-000-01 PARK.PEN.LOT 2	0	0.00	0.00	0.00	0.00	0.00
093-343-000-02 STICKERS LOT 2	0	0.00	0.00	0.00	0.00	0.00
093-344-000-00 PARKING METERS LOT 3	0	0.00	0.00	0.00	0.00	0.00
093-344-000-01 PARK.PEN.LOT 3	0	0.00	0.00	0.00	0.00	0.00
093-344-000-02 STICKERS LOT 3	1,500	128.00	514.50	0.00	985.50	34.30
093-345-000-00 PARKING METERS LOT 4	0	0.00	0.00	0.00	0.00	0.00
093-345-000-01 PARK.PEN.LOT 4	0	0.00	0.00	0.00	0.00	0.00
093-345-000-02 STICKERS LOT 4	0	0.00	0.00	0.00	0.00	0.00
093-346-000-00 PARKING METERS ON STREET	0	0.00	0.00	0.00	0.00	0.00
093-346-000-01 PARK.PEN.ON STREET	5,000	680.00	5,060.00	0.00 (	60.00)	101.20
093-347-000-00 OPENING & CLOSING GRAVES	30,000	4,350.00	33,450.00	0.00 (	3,450.00)	111.50
093-347-000-01 SALE OF LOTS	12,000	1,600.00	27,400.00	0.00 (	15,400.00)	228.33
093-347-000-03 PLACEMENT OF MARKERS	1,500	1,400.00	3,400.00	0.00 (	1,900.00)	226.67
093-349-000-01 PARK.PEN.LOT6	0	0.00	0.00	0.00	0.00	0.00
093-349-000-02 STICKERS LOT 6	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FEES	50,145	8,171.00	70,024.51	0.00	(19,879.51)	139.64
GRANTS						
093-366-000-00 STATE GRANTS	0	0.00	0.00	0.00	0.00	0.00
093-367-000-01 HOTEL OCCUPANCY TAX	36,000	2,448.39	34,720.62	0.00	1,279.38	96.45
093-368-000-00 RENTAL OF PAVILION	4,000	855.00	5,380.00	0.00	(1,380.00)	134.50
TOTAL GRANTS	40,000	3,303.39	40,100.62	0.00	(100.62)	100.25
OTHER REVENUE						
093-380-000-00 INTEREST	50	71.45	938.98	0.00 (	888.98)	1,877.96
093-399-000-00 MISCELLANEOUS	0	25.00	35.00	0.00 (	35.00)	0.00
093-399-000-02 DONATIONS BEAUTY/GARDENS	0	0.00	0.00	0.00	0.00	0.00
093-399-000-03 CONTRIB FROM GENERAL FUND	200,000	0.00	100,000.00	0.00	100,000.00	50.00
093-399-000-04 COMMUNITY ENHANCE DONATIO	0	100.00	850.00	0.00	(850.00)	0.00
TOTAL OTHER REVENUE	200,050	196.45	101,823.98	0.00	98,226.02	50.90
TOTAL REVENUE	290,195	11,670.84	211,949.11	0.00	78,245.89	73.04

093-CONSOL PUBLIC WORKS

% OF YEAR COMPLETED: 83.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
BAD DEBT						
=====						
NON-OPERATING EXPENSES						
093-550-676-00 BAD DEBT EXPENSE(return c	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-OPERATING EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL BAD DEBT	0	0.00	0.00	0.00	0.00	0.00
BOARD						
=====						
SALARIES & BENEFITS						
093-700-101-00 BOARD SALARIES	16,800	1,400.00	14,000.00	0.00	2,800.00	83.33
093-700-103-00 SALARIES	49,000	1,200.00	25,980.75	0.00	23,019.25	53.02
093-700-103-01 FLOWER SALARIES	82,000	4,500.07	52,630.11	0.00	29,369.89	64.18
093-700-104-00 FICA TAX	11,350	541.90	7,083.48	0.00	4,266.52	62.41
093-700-105-00 HEALTH INSURANCE	0	0.00	0.00	0.00	0.00	0.00
093-700-106-00 GROUP RETIREMENT	3,600	132.92	1,520.39	0.00	2,079.61	42.23
093-700-106-01 CONSOLIDATED RETFLOWER	5,700	403.54	4,409.21	0.00	1,290.79	77.35
TOTAL SALARIES & BENEFITS	168,450	8,178.43	105,623.94	0.00	62,826.06	62.70
CONTRACTUAL SERVICES						
093-700-214-00 CPWB UNIFORMS	0	0.00	0.00	0.00	0.00	0.00
093-700-225-00 LOT 4 EXPENSE	0	0.00	0.00	0.00	0.00	0.00
093-700-226-00 INSURANCE & BONDS	10,000	241.93	4,690.75	0.00	5,309.25	46.91
TOTAL CONTRACTUAL SERVICES	10,000	241.93	4,690.75	0.00	5,309.25	46.91
COMMODITIES						
093-700-340-00 MAT & SUPP - STORM DRAIN	0	0.00	0.00	0.00	0.00	0.00
093-700-341-00 MAT & SUPP - CEMETERY	7,000	283.25	7,129.30	0.00 (	129.30)	101.85
093-700-342-00 MAT & SUPP - PARKING	5,000	235.91	2,630.76	0.00	2,369.24	52.62
093-700-343-00 MAT&SUPP-PARKS	135,555	6,038.04	29,110.35	237.00	106,207.65	21.65
093-700-343-01 DOG PARK EXP	1,500	8.78	178.51	0.00	1,321.49	11.90
093-700-344-00 AUTO SUPPLIES	3,000	0.00	2,281.34	0.00	718.66	76.04
093-700-345-00 TREE MAINTENANCE	10,000	0.00	767.93	0.00	9,232.07	7.68
093-700-346-00 COMMUNITY ENHANCE DONATIO	0	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	162,055	6,565.98	42,098.19	237.00	119,719.81	26.12
CAPITAL OUTLAY						
093-700-464-00 HOTEL-MOTEL (FLOWERS)	20,000	4,462.71	10,517.82	0.00	9,482.18	52.59
093-700-465-00 CONTRACT MOWING CEMETERY	66,690	9,880.00	42,177.72	58.12	24,454.16	63.33
TOTAL CAPITAL OUTLAY	86,690	14,342.71	52,695.54	58.12	33,936.34	60.85
CONTRIBUTIONS						
093-700-500-00 DEPRECIATION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
093-700-568-00 CONTINGENCY-CPWB	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRIBUTIONS	0	0.00	0.00	0.00	0.00	0.00

093-CONSOL PUBLIC WORKS

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DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-OPERATING EXPENSES						
093-700-999-00 MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL NON-OPERATING EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL BOARD	427,195	29,329.05	205,108.42	295.12	221,791.46	48.08
TOTAL EXPENDITURES	427,195	29,329.05	205,108.42	295.12	221,791.46	48.08
REVENUE OVER/(UNDER) EXPENDITURES	(137,000) (	17,658.21)	6,840.69 (	295.12) (	143,545.57)	4.78-

CPWB AUGUST 2023 PAYMENT OF BILLS

\$1,122.98 – J F ALLEN – STONE FOR CITY PARK PROJECT

\$2,125.20 – FERGUSON WATERWORKS – PIPE FOR DRAINAGE AT CITY PARK

\$9,880.00 – EVERSON-CARR FARMS LLC – MOWING CEMETERY

\$1,179.90 – AMAZON – PREMIER PRO-MIX SOIL

\$2,467.04 – BALL HORTICULTURAL – ASSORTED FLOWERS

05-06-2024 10:56 AM DISBURSEMENTS 04-01-24 to 04-30-24 PAGE: 12
 FUND: CONSOL PUBLIC WORKS

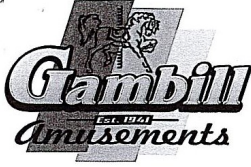
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT	
BOARD	BUCKHANNON UTIL BOARDS	700-341-00	MAT & SUPP - CEMETER	APR 2024 HEAVNER CEMETERY	83.25	
		700-343-00	MAT&SUPP-PARKS	110088938128 44 6TH ST	12.43	
	MON POWER	700-343-00	MAT&SUPP-PARKS	110088938086 PARK STREET	15.86	
		700-343-00	MAT&SUPP-PARKS	110087901580 FLAG POLE-	6.80	
		700-342-00	MAT & SUPP - PARKING	110112520876 PRK LOT 3	55.52	
		700-342-00	MAT & SUPP - PARKING	110112520819 PRK LOT 3	6.83	
		700-342-00	MAT & SUPP - PARKING	110112520926 PRK LOT 3	6.83	
		700-342-00	MAT & SUPP - PARKING	110116755015 LOT 3 FAIRS &	7.83	
		700-343-00	MAT&SUPP-PARKS	110149193085 JAWBONE PRK 1	25.85	
		700-343-00	MAT&SUPP-PARKS	110 089 164 682 JAWBONE PA	193.17	
		700-343-00	MAT&SUPP-PARKS	110088938 045 61 CLEVELAND	124.78	
		700-343-00	MAT&SUPP-PARKS	110 086 639 413 PARK STREE	36.14	
		700-343-01	DOG PARK EXP	110 137 251 630 WALK TRAIL	8.78	
		700-343-00	MAT&SUPP-PARKS	110 141 766 342 13 MARION	8.06	
		700-343-00	MAT&SUPP-PARKS	110 160 309 727 15 MADISON	46.76	
		700-343-00	MAT&SUPP-PARKS	110 160 309 776 15 MADISON	42.32	
		VALLEY STEEL SERVICE	700-343-00	MAT&SUPP-PARKS	ANGEL FOR STAGE	82.36
		SCOTT ELECTRIC CORP	700-343-00	MAT&SUPP-PARKS	50A & 30A 2P BREAKERS	839.63
			700-343-00	MAT&SUPP-PARKS	50A CORD 6/4 CORD	939.44
		J F ALLEN CO	700-343-00	MAT&SUPP-PARKS	53.86 T #4'S FOR DRAINAGE	1,122.98
		AUTO ZONE	700-342-00	MAT & SUPP - PARKING	DURA LUPE EXHAUST TREATME	22.30
		NAPA-AMTOWER AUTO SUPPLY	700-342-00	MAT & SUPP - PARKING	TOOL DISK BRAKE AND PADS	45.20
		LOWES BUSINESS ACCOUNTS	700-343-00	MAT&SUPP-PARKS	PAINT & FLEX SEAL FORROOF	229.35
			700-343-00	MAT&SUPP-PARKS	PAINT & FLEX SEAL FORROOF	35.02
			700-464-00	HOTEL-MOTEL (FLOWERS	KNEEPADS HARD SHELL	13.28
		WV MUNICIPAL LEAGUE	700-226-00	INSURANCE & BONDS	CONS 1ST QTR UNEMPLOYMENT	241.93
		WV PUBLIC EMPLOYEES RETIREME	700-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	18.00
			700-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	54.00
			700-106-01	CONSOLIDATED RETFLOW	WV RETIRE TIER2 CONTRIBUTI	193.86
			700-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	60.92
		700-106-01	CONSOLIDATED RETFLOW	WV RETIRE TIER2 CONTRIBUTI	209.68	
	FERGUSON WATERWORKS	700-343-00	MAT&SUPP-PARKS	HDPE PIPE FOR DRAINAGE	2,125.20	

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 FUND: CONSOL PUBLIC WORKS

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	INTERNAL REVENUE SERVICE	700-104-00	FICA TAX	FICA WITHHELD AND MATCHED	170.75
		700-104-00	FICA TAX	FICA WITHHELD AND MATCHED	268.44
		700-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	39.93
		700-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	62.78
AMAZON.COM	700-464-00	HOTEL-MOTEL (FLOWERS	PCRD-PREMIER PRO-MIX SOIL		1,179.90
	700-464-00	HOTEL-MOTEL (FLOWERS	PCRD-FERTILIZER		97.77
UPSHUR MONUMENTS		700-341-00	MAT & SUPP - CEMETER	REF PERMIT FEES	200.00
BALL HORTICULTURAL COMPANY	700-464-00	HOTEL-MOTEL (FLOWERS	PCRD-ASSORTED FLOWERS		172.34
	700-464-00	HOTEL-MOTEL (FLOWERS	PCRD-ASSORTED FLOWERS		2,221.82
		700-464-00	HOTEL-MOTEL (FLOWERS	PCRD-LANTANA SHAMROCK WHIT	72.88
EVERSON-CARR FARMS LLC		700-465-00	CONTRACT MOWING CEME	4 MOWINGS OF THE CEMETERY	9,880.00
AT&T MOBILITY	700-342-00	MAT & SUPP - PARKING	PCRD-MAR CELL PHN & GEOTAB		45.70
	700-342-00	MAT & SUPP - PARKING	PCRD-FEB CELL PHN & GEOTAB		45.70
FREEDOM AG & ENGERY COOPERAT	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
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	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
	700-464-00	HOTEL-MOTEL (FLOWERS	(10) HARDWOOD MULCH		49.98
		700-343-00	MAT&SUPP-PARKS	GRASS SEED AND STRAW	151.89
		700-464-00	HOTEL-MOTEL (FLOWERS	RED MULCH	29.99
		700-464-00	HOTEL-MOTEL (FLOWERS	HARDWOOD MULCH	49.98
		700-464-00	HOTEL-MOTEL (FLOWERS	HARDWOOD MULCH	49.98
		700-464-00	HOTEL-MOTEL (FLOWERS	HARDWOOD MULCH	49.98
		700-464-00	HOTEL-MOTEL (FLOWERS	HARDWOOD MULCH	49.98
		700-464-00	HOTEL-MOTEL (FLOWERS	HARDWOOD MULCH	49.98
		700-464-00	HOTEL-MOTEL (FLOWERS	HARDWOOD MULCH	24.99
		700-464-00	HOTEL-MOTEL (FLOWERS	HARDWOOD MULCH	16.32
	**PAYROLL EXPENSES	700-103-01	FLOWER SALARIES	PROPANE 4/01/2024 - 4/30/2024	7,083.75
				TOTAL:	29,329.05

Shobe/Reger motioned to accept the April 2024 Financial Report. Motion Carried.

E. Correspondence and Information - Mayor Skinner reviewed the following with the Board:
 E.1 Contract & Agreement COB & Gambill Amusements RE: WVSF Events 2023-2027



City A345

GAMBILL AMUSEMENTS
5T LLC
SHANE & NICOLE TURNER
P.O. BOX 789
BUCKHANNON, WV 26201
(352) 603-1053 * (352) 603-0073

CONTRACT & AGREEMENT

WITNESSETH: This contract entered into this 22nd day of May 2022, by and between
5T LLC dba GAMBILL AMUSEMENTS (Party of the First Part)

and

THE CITY OF BUCKHANNON (Parties of the Second Part)

WHEREAS, The party of the first part agrees to furnish and present an amusement, commonly known as
GAMBILL AMUSEMENTS
upon the CITY PARKING LOTS OF BUCKHANNON, WV
for 5 (FIVE) days

Commencing: Wednesday May 17, 2023
Wednesday May 15, 2024
Wednesday May 14, 2025
Wednesday May 13, 2026
Wednesday May 12, 2027

Ending: Sunday May 21, 2023
Sunday May 19, 2024
Sunday May 18, 2025
Sunday May 17, 2026
Sunday May 16, 2027

The entertainment to consist of: various amusement rides, concessions, confections, direct sales, shows (if any) and etc.

Conditions to be as follows:

Party of the First Part to give WEST VIRGINIA STRAWBERRY FESTIVAL ASSOC. INC.

- 35% of ride gross (after state, county, city taxes & insurance)
- \$100 per game, show, direct sale and etc.
- \$200 per food concession
- Paid by check by the following Friday
- Gambill area to include all of Madison Street and Spring Street up to In & Out Tire
- Festival passes to be given to one representative on opening day for 50% of cost

Insurance obligation is only to Gambill Amusements Midway and equipment and does not extend beyond this area.

Said first party to hold the exclusive on their midway

Party of the Second Part to provide:

- Ample police protection
- Hand post and distribute advertising
- Furnish all state, county, and city licenses
- Be responsible for no less than 8 plus 1 Handicapped porta jons for the public
- Provide Dumpster

And it is further agreed that no other conditions exist except as hereby mentioned in this contract.

THIS CONTRACT AND AGREEMENT signed and agreed to the 22nd day of May 2022

Witness: [Signature]

Signed: [Signature]

Printed Name: Robert Neal Skinner III
Party of the First Part

Witness: _____

Signed: _____

Printed Name: _____
Party of the Second Part

E.2 Notice Accepting Resumes for the Position of Director of Public Works for the City of Buckhannon

CITY OF BUCKHANNON

POSITION OF DIRECTOR OF PUBLIC WORKS

Resumes will be accepted until May 17, 2024 for the position of Director of Public Works for the City of Buckhannon, 70 E Main Street, Buckhannon, WV 26201.

The Director of Public Works supervises the maintenance, design and construction of all City of Buckhannon properties, including buildings, parks, grounds, solid waste facilities, and the water/sewer utilities. The Director will oversee the activities of employees within the departmental structure including engineering, public utilities, and facilities management. This position must exercise tact and courtesy when interacting with public officials, developers, contractors, and the general public. This position will report to the City of Buckhannon City Council.

- Trained and experienced in both oral and written communications, the Director of Public Works shall serve as the primary point of contact with the Council of the City of Buckhannon respecting all identified functions involving all municipal utility functions, municipal buildings and other improvements, oversight of the City's streets, alleys, sidewalks, curbs, gutters, storm sewers, parks and river trail, cemetery, and such other functions and projects as are specifically designated by the City Council.
- The Director shall work closely in collaboration with the City Director of Finance & Administration, and all supervisors of the City's Utility Boards as well as the City's engineers and attorney. The Director oversees and manages the work of all Utility Board supervisors, while coordinating collaborative, inter-utility functions and projects.
- The Director collaborating with appropriate Utility Board supervisors shall be one of the primary contact persons for utility functions, who shall be expected to regularly solicit opportunities to positively present the mission, vision, accomplishments and/or needs of the City. The Director shall collaborate with the Public Relations Coordinator to maximize public awareness of all utility activities and programs.
- The Director shall regularly attend and actively participate bi-monthly Buckhannon City Council meetings as well as the monthly meetings of the City's four Utility Boards, and shall further periodically attend and report to other appropriate entities and organizations about the accomplishments and efforts of the City, as well as schedule regular supervisor's meetings that will help to instill a "team member" philosophy.
- The Director shall assist all Utility Board supervisors in proposing an annual fiscal year budget to be submitted to the City's Director of Finance and Administration on or about February 1 of each year, and shall work closely with Director of Finance and Administration to realize funding for programs and activities of the departments of oversight.
- The Director shall serve as the primary point of contact with outside organizations and persons soliciting some use of the City's utility board facilities and/or equipment for purposes not conflicting with the City's mission, and shall request the approval of such outside uses not conflicting with municipal programs with the City Council.
- The Director shall be very familiar with the physical plants; municipal buildings and all other City facilities and equipment.
- The Director shall collaborate with the Utility Board supervisors to identify building, facility, and equipment needs, and respective departments' needs and including individual activity and program review.
- The Director shall report and advise on requests to City Council and/or City Utility Boards, of any and all needs for any scheduled or extraordinary repairs or maintenance or improvements to municipal buildings, facilities, and/or equipment as well as capital purchase requests of new equipment.
- The Director shall conduct Annual Evaluations of all Utility Board supervisors, city engineers, and other personnel assigned to the Director's oversight, and shall make recommendations when appropriate for merit pay increases.
- The Director shall oversee the administration of street addressing, and ADA compliance delegating functional responsibility for such municipal matters to city engineers and others as appropriate.
- The Director shall possess a CDL driver license and have knowledge and experience with construction projects and the operation of construction equipment
- This is a full-time position with benefits that include Health Insurance, participation in the WV Public Employees Retirement System, vacation and sick leave.
-

Salary starting at \$60,000 annually, or commensurate with candidate experience and qualifications levels.

Candidates must have a minimum of three (3) years' experience in an executive level in planning, budgeting and construction management.

Candidates with experience in solid waste, stormwater, waste water and water operations are preferred.

Your resume must include three professional references. Professional references are individuals who can attest to your job-related knowledge, skills and abilities.

Resumes will be received or postmarked before midnight May 17, 2024, at City Hall, 70 E Main Street, Buckhannon, WV 26201.

The City of Buckhannon is an EEOC employer committed to the principle of equal opportunity for all qualified persons.

E.3 Cemetery Mowing Season 2024 Agreement: COB & Everson-Carr Farms LLC-Indexed as City Agreement #370

THIS AGREEMENT, made and executed in duplicate this 20th day of May, 2024, by and between THE CITY OF BUCKHANNON, a West Virginia municipal corporation, of 70 East Main Street, Buckhannon, Upshur County, West Virginia 26201, party of the first part, hereinafter referred to as "the City", and EVERSON-CARR FARMS, LLC a,

West Virginia limited liability company, of 231 Everson Road, Buckhannon, West Virginia, 26201, party of the second part, hereinafter referred to as "Contractor":

WHEREAS, the City owns approximately 35.2 acres of real estate in the northern portion of the corporate limits of Buckhannon, Upshur County, West Virginia, generally known as Heavner Cemetery, (but which also includes Buckhannon Memorial Park, Old Heavner Cemetery and Heavner Cemetery Second Addition), all of which is utilized exclusively for cemetery and memorial purposes, and within which cemetery approximately 1,600 upright monuments have been erected; and,

WHEREAS, Contractor is actively engaged in the business of lawn care and maintenance; and,

WHEREAS, the City has determined that it is reasonable and appropriate to contract the lawn maintenance of Heavner Cemetery with a responsible lawn care and maintenance provider; and,

WHEREAS, the City has bid the work for its Heavner Cemetery care and maintenance, including having advertised for bids all in the manner as provided by law; and,

WHEREAS, Contractor was the successful bidder; and,

WHEREAS, Contractor has complied with all of the City's preliminary requirements, i.e., Contractor has provided to the City certified proof of workers' compensation and general liability insurance; and,

WHEREAS, the City now finds Contractor to be a responsible contractor as well as the successful bidder, and is qualified to execute a written contract respecting the care and maintenance of Heavner Cemetery during the period beginning Monday, April 1, 2024 and concluding Thursday, October 31, 2024, with the exception of the period of May 27, 2024 through June 3, 2024, i.e., Memorial Day week; and,

WHEREAS, the City and Contractor have reached agreement formalizing certain aspects of Contractor's work pursuant to the care and maintenance of Heavner Cemetery, and now desire to reduce the terms of agreement to written form.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES HERETO AND TO BE PERFORMED HEREBY, THIS AGREEMENT WITNESSETH:

ARTICLE I - THE CITY'S RESPONSIBILITIES

THE CITY SHALL:

- A. Designate an individual who shall be the City's liaison with Contractor, who until further written notice from the City shall be the City Director of Public Works, Jerry Arnold. The City shall notify Contractor in writing in the event of any change in the City's liaison.
- B. Generally direct and coordinate the work to be performed hereunder by Contractor, without unduly interfering with the work.
- C. Maintain ongoing communication with Contractor and/or Contractor's designee(s) respecting all matters pertinent to this agreement.
- D. Promptly notify Contractor of any special or emergency circumstances which may impact upon the work to be performed by Contractor.
- E. Pay Contractor the sum of Sixty-six Thousand Six Hundred Ninety Dollars (\$66,690.00), upon performance by the Contractor as provided for in this agreement. This cumulative sum consists of \$61,965 for cemetery mowing and \$4,725 for monument cleaning during the term of this agreement. Contractor shall be entitled to receive \$2,295 for each mow completed, and shall invoice the city after every second mow completed. In addition, for each of the two occasions under this agreement when the Contractor shall edge and clear all vegetation from all visible flat markers, the Contractor shall be entitled to receive the additional sum of \$2,362.50; the Contractor may invoice the clearing of said markers separately. In addition, Contractor shall be entitled to keep its lawn cuttings and trimmings from Heavner Cemetery.

ARTICLE II - CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR SHALL:

- A. Mow the grass on that property identified by the City of Buckhannon as Heavner Cemetery on the schedule and upon the terms and conditions contained in this agreement. In addition, Contractor shall perform edging and cleaning all vegetation from all visible flat markers in the entire cemetery twice per mowing season, as directed by the City's representative. This will include edging all sides of the marker and cleaning all vegetation from the markers.

- B. Designate an individual or individuals who shall be Contractor's liaison with the City, who until further written notice from Contractor shall be Bradley Hawkins, Street Department Supervisor exclusively. Contractor shall notify the City in writing in the event of any change in Contractor's liaison.
- C. Maintain workers' compensation coverage for all employees at all times during the period of this contract, i.e., April 1, 2024 through October 31, 2024, and further shall provide current, written certificates of coverage to the City to evidence such coverage.
- D. Maintain general, commercial liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence at all times during the period of this contract, and further shall provide written certificates of liability insurance to the City to evidence such coverage.
- E. Promptly submit invoices to the City for all work performed under this contract.
- F. Refrain from work on Sundays, and after dark. To avoid any possible misunderstanding, Contractor shall be prohibited from all mowing and trimming work within Heavner Cemetery on all Sundays during the period of this contract. Furthermore, Contractor shall not perform any work under this contract for and during the period of May 27, 2024 through June 3, 2024, i.e., Memorial Day week.
- G. Immediately notify the City Director of Public Works or his designee when each weekly or 10-day cycle mowing and trimming is complete at which time the City will inspect and sign off on Contractor's invoice assuming the completed work is acceptable to the City.
- H. Attend a pre-mowing season meeting, i.e., prior to April 1, 2024, with the City Director of Public Works and/or his designees, as the meeting is scheduled by the City.
- I. Refrain from any work other than mowing and trimming. To avoid any possible misunderstanding, Contractor shall not perform any landscaping, planting, excavation or any other additional work within Heavner Cemetery unless such additional work is specially contracted with and authorized by the City in writing signed by the City, independent of this contract, in advance of any such additional work being performed.
- J. Refrain from work in the general vicinity of new interments, immediately prior to, during, and immediately following any interment or memorial service. The discretion of the City Director of Public Works or his designee shall be deemed as controlling in this matter.
- K. Maintain proper decorum and respect for the purposes of Heavner Cemetery at all times, and for all visitors at the cemetery.
- L. Avoid any and all damage to monuments, mausoleums, and other property situated within Heavner Cemetery.
- M. Promptly report to the City any damage observed by Contractor or his employees as occurring to monuments, mausoleums, and other property situated within the cemetery, whether or not such damage is caused by Contractor or his employees.
- N. Proportionately reduce any weekly invoice in any event when City employees are required to assist Contractor in completing work under this contract. Such a determination of assistance being required by City employees shall be made in the sole and absolute discretion of the City.
- O. Be particularly attentive to the need for Heavner Cemetery's lawn to be in excellent appearance during holidays, specifically and immediately prior to Memorial Day, Mother's Day, Father's Day, the Fourth of July, and Labor Day.
- P. Refrain from removing grave decorations except at the instruction of, or approval by the City.
- Q. Promptly report to the City's Director of Public Works any surface subsidence, i.e., ground sinking, as observed during the performance of the work required pursuant to this contract.
- R. Keep all monuments free from excess grass buildup occurring from mowings and trimmings.
- S. Be exclusively responsible for the furnishing, repair, maintenance, and replacement of all equipment necessary to perform the work required of Contractor pursuant to this contract.
- T. Refrain from storing or parking any equipment or vehicles upon the Heavner Cemetery grounds except while work is being conducted.
- U. Save, hold harmless, indemnify, and defend the City from any action instituted by any person whomsoever who may allege any personal injury and/or property damage as a consequence of Contractor activities performed upon the City's premises.

ARTICLE III - GENERAL TERMS

- A. This Agreement shall be deemed to be in full force and legal effect from and during the period from April 1, 2024 through October 31, 2024 and shall expire on October 31, 2024, and shall not under any circumstances be deemed as automatically renewing for the 2025 mowing season.
- B. The mowing and trimming "cycle" comprising this Agreement shall be on a weekly basis from and during April 1, 2024 through September 1, 2024. Beginning on September 2, 2024 and continuing through October 31, 2024, the mowing and trimming cycle shall be increased to a 10-day period. To avoid any possible misunderstanding, the 26 mowings and trimmings pursuant to this Agreement consist of 22 weekly (7-day) cycles, concluding on September 1, 2023, and then five 10-day cycles from September 2, 2024 until October 31, 2024.
- C. Either party to this contract may terminate this contract upon thirty (30) days written notice delivered to the other party of their intention to terminate this Agreement.
- D. This Agreement contains and sets forth the entire agreement of the parties, and supersedes any previous oral or written negotiations and/or agreements. Special additional provisions as may be deemed necessary by the parties hereto to effectuate the purposes of this Agreement may be subsequently set forth in a separate written Addendum executed by both of the parties and attached hereto.
- E. This Agreement may be amended at any time upon the mutual agreement in writing of the parties hereto, a copy of which any amendment shall be signed by both parties, dated, and then attached to this Agreement.
- F. The City and Contractor agree to cooperate in any investigation of any incident or accident arising out of the performance of this Agreement.
- G. Neither party may assign any of its rights nor responsibilities as established hereunder to any third party whomsoever, without the prior written consent of the other party hereto.
- H. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall this Agreement authorize either party to act as an agent for, or bind the other party to, any other agreement or contract with any third party whomsoever. The City and Contractor shall be deemed in all respects to be independent contractors with respect to the parties' performance of their respective responsibilities as established hereunder, and Contractor's employees shall under no circumstances ever be deemed or determined to be employees of the City.
- I. The parties understand and agree that the laws of the State of West Virginia only shall govern this Agreement, and shall apply in resolution of any dispute or cause or claim of action whatsoever arising between the parties hereto pursuant to this Agreement.
- J. The parties understand and agree that the exclusive judicial forums for resolution of any dispute or cause or claim of action whatsoever arising as between the parties hereto pursuant to this Agreement are the Magistrate Court and the Circuit Court of Upshur County, West Virginia.
- K. This Agreement shall be binding upon both parties hereto, and their respective heirs, executors, administrators, successors and/or assigns.
- L. The preparation of this Agreement was cooperatively undertaken by the parties hereto, and this Agreement shall not be construed more strictly as against the City by virtue of the City Attorney having drafted this Agreement.

WITNESS the following signatures:

THE CITY OF BUCKHANNON,
a West Virginia municipal corporation

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

WITNESSED BY:

Amberle Jenkins
Amberle Jenkins, Assistant City Recorder

DATED: 5-23, 2024

&

Walter S. Cannon
Contractor

WITNESSED BY:

Thomas J. O'Neill

DATED: 5-23, 2024

E.4 City Owned Properties Mowing Season 2024 Agreement: COB & Wanderscape LLC--
Indexed as City Agreement #373

CONTRACT FOR CITY MOWING – 2024 MOWING SEASON

THIS AGREEMENT, made and executed in duplicate this 23rd day of May, 2024 by and between THE CITY OF BUCKHANNON, a West Virginia municipal corporation, of 70 East Main Street, Buckhannon, Upshur County, West Virginia 26201, party of the first part, hereinafter referred to as “the City”, and WANDERSCAPE, LLC, a West Virginia limited liability company, of 3 Kent Street, Buckhannon, West Virginia 26201, together with its principal BENJAMIN ARISMAN, parties of the second part, hereinafter together referred to as “Contractor”,

WHEREAS, the City owns – among other parcels - approximately 24.31 acres of real estate in the corporate limits of Buckhannon, Upshur County, West Virginia, which 24.31 acres is spread among approximately 31 individual lots of varying size and character, which lots are itemized on the documents appended hereto and incorporated herein by reference; and,

WHEREAS, Contractor is actively engaged in the business of lawn care and maintenance; and,

WHEREAS, the City has determined that it is reasonable and appropriate to contract the lawn maintenance of these particular lots with a responsible lawn care and maintenance provider; and,

WHEREAS, the City has bid the work for care and maintenance of these lots, including having advertised for bids all in the manner as provided by law; and,

WHEREAS, Contractor was the successful bidder; and,

WHEREAS, Contractor has complied with all of the City’s preliminary requirements, i.e., Contractor has provided to the City certified proof of workers’ compensation and general liability insurance, as applicable; and,

WHEREAS, the City now finds Contractor to be a responsible contractor as well as the successful bidder, and is qualified to execute a written contract respecting the care and maintenance of the aforesaid 31 lots during the period beginning Monday, April 1, 2024 and concluding Thursday, October 31, 2024; and,

WHEREAS, the City and Contractor have reached agreement formalizing certain aspects of Contractor’s work pursuant to the care and maintenance of the aforesaid 31 lots, and now desire to reduce the terms of agreement to written form.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES HERETO AND TO BE PERFORMED HEREBY, THIS AGREEMENT WITNESSETH:

ARTICLE I - THE CITY’S RESPONSIBILITIES

THE CITY SHALL:

A. Designate an individual who shall be the City’s liaison with Contractor, who until further written notice from the City shall be the City Director of Public Works, Jerry Arnold, or his designee. The City shall notify Contractor in writing in the event of any change in the City’s liaison.

B. Generally direct and coordinate the work to be performed hereunder by Contractor, without unduly interfering with the work.

C. Maintain ongoing communication with Contractor and/or Contractor’s designee(s) respecting all matters pertinent to this agreement.

D. Promptly notify Contractor of any special or emergency circumstances which may impact upon the work to be performed by Contractor.

E. Pay Contractor the sum of Fifty-six Thousand Five Hundred Sixty-seven Dollars and twenty cents (\$56,547.20), i.e., Four Thousand One Hundred Eighty-eight Dollars and sixty-eight cents (\$4,188.68) per mowing in thirteen (13) bi-weekly or bi-cycle increments of Four Thousand Eighty Dollars (\$4,080.00), with a final one-week cycle of Two Thousand Forty Dollars (\$2,094.34) for a total of twenty-seven (27) mows. The Parties agree that payment shall only be tendered for mowing services actually performed.

ARTICLE II - CONTRACTOR’S RESPONSIBILITIES

THE CONTRACTOR SHALL:

A. Designate an individual or individuals who shall be Contractor’s liaison with the City, who until further written notice from Contractor shall be Benjamin Arisman, exclusively. Contractor shall notify the City in writing in the event of any change in Contractor’s liaison.

B. Maintain workers' compensation coverage for any employees at all times during the period of this contract, i.e., April 1, 2024 through October 31, 2024, and further shall provide current, written certificates of coverage to the City to evidence such coverage.

C. Maintain general, commercial liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence at all times during the period of this contract, and further shall provide written certificates of liability insurance to the City to evidence such coverage.

D. Promptly submit invoices to the City for all work performed under this contract.

E. Refrain from work on Sundays, and after dark. To avoid any possible misunderstanding, Contractor shall be prohibited from all mowing and trimming work on all Sundays during the period of this contract.

F. Immediately notify the City Director of Public Works or his designee when each mowing and trimming is complete at which time the City will inspect and sign off on Contractor's invoice assuming the completed work is acceptable to the City.

G. Attend a pre-mowing season meeting, i.e., prior to April 1, 2024, with the City Director of Public Works and/or his designees, as the meeting is scheduled by the City.

H. Refrain from any work other than mowing and trimming. To avoid any possible misunderstanding, Contractor shall not perform any landscaping, planting, excavation or any other additional work unless such additional work is specially contracted with and authorized by the City in writing signed by the City, independent of this contract, in advance of any such additional work being performed.

I. Promptly report to the City any damage observed by Contractor or his employees as occurring to any City property, whether or not such damage is caused by Contractor or his employees.

J. Proportionately reduce any weekly invoice in any event when City employees are required to assist Contractor in completing work under this contract. Such a determination of assistance being required by City employees shall be made in the sole and absolute discretion of the City.

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

L. Be exclusively responsible for the furnishing, repair, maintenance, and replacement of all equipment necessary to perform the work required of Contractor pursuant to this contract.

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

N. Save, hold harmless, indemnify, and defend the City from any action instituted by any person whomsoever who may allege any personal injury and/or property damage as a consequence of Contractor activities performed upon the City's premises.

ARTICLE III - GENERAL TERMS

A. This Agreement shall be deemed to be in full force and legal effect from and during April 1, 2024 and shall expire on October 31, 2024, and shall not under any circumstances be deemed as automatically renewing for the 2025 mowing season.

B. The mowing and trimming "cycle" comprising this Agreement shall be on a weekly basis from and during April 1, 2024 through October 31, 2024.

C. Either party to this contract may terminate this contract upon thirty (30) days written notice delivered to the other party of their intention to terminate this Agreement.

D. This Agreement contains and sets forth the entire agreement of the parties, and supersedes any previous oral or written negotiations and/or agreements. Special additional provisions as may be deemed necessary by the parties hereto to effectuate the purposes of this Agreement may be subsequently set forth in a separate written Addendum executed by both of the parties and attached hereto.

E. This Agreement may be amended at any time upon the mutual agreement in writing of the parties hereto, a copy of which any amendment shall be signed by both parties, dated, and then attached to this Agreement.

F. The City and Contractor agree to cooperate in any investigation of any incident or accident arising out of the performance of this Agreement.

G. Neither party may assign any of its rights nor responsibilities as established hereunder to any third party whomsoever, without the prior written consent of the other party hereto.

H. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall this Agreement authorize either party to act as an agent for, or bind the other party to, any other agreement or contract with any third party whomsoever. The City and Contractor

shall be deemed in all respects to be independent contractors with respect to the parties' performance of their respective responsibilities as established hereunder, and Contractor's employees shall under no circumstances ever be deemed or determined to be employees of the City.

I. The parties understand and agree that the laws of the State of West Virginia only shall govern this Agreement, and shall apply in resolution of any dispute or cause or claim of action whatsoever arising between the parties hereto pursuant to this Agreement.

J. The parties understand and agree that the exclusive judicial forums for resolution of any dispute or cause or claim of action whatsoever arising as between the parties hereto pursuant to this Agreement are the Magistrate Court and the Circuit Court of Upshur County, West Virginia.

K. This Agreement shall be binding upon both parties hereto, and their respective heirs, executors, administrators, successors and/or assigns.

L. The preparation of this Agreement was cooperatively undertaken by the parties hereto, and this Agreement shall not be construed more strictly as against the City by virtue of the City Attorney having drafted this Agreement.

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

WITNESS the following signatures:

THE CITY OF BUCKHANNON,
a West Virginia municipal corporation


BY: 
Robert N. Skinner, III, Mayor

WITNESSED BY:

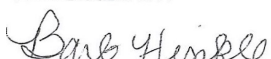

Amberle Jenkins, Assistant City Recorder

DATED: 5-23, 2024, effective April 1, 2024

&


Contractor

WITNESSED BY:


Barb Hendel

DATED: 5-23, 2024, effective April 1, 2024

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

F. Consent Agenda

F.1 Approval of Minutes: Regular 03/28/24 & 04/25/24, Special 04/04/24—Mayor Skinner asked if there were any additions or corrections to these minutes or for a motion to approve them as presented.

Waldo/Shobe motioned to approve the Minutes as presented for the regular meetings of 03/28/24 & 04/25/24, and the special meeting of 04/04/24. Motion Carried.

G. Strategic Issues for Discussion and/or Vote

G.1 First Baptist Church - Request Two Handicap Parking Spaces at Florida St & Arnold Ave – Mayor Skinner and Jerry Arnold provided an overview of the request and led a discussion with the Board, including a recommendation to consider adding these spots on Hart Avenue instead of at Florida Street & Arnold Avenue.

First Baptist Church

42 Hart Ave.
Buckhannon, WV. 26201
304-472-4789

May 12, 2024

City of Buckhannon

Dear Counsel Members,

The First Baptist Church is formally requesting two additional Handicapped Parking spaces. One on Florida Street and one on Arnold Avenue.

Our congregation is older and we have found that the spots we have are not sufficient. The placement of one additional Handicapped spot on each street will ease the burden of parking for our elderly members.

Thank you in advance for consideration of this matter. You may contact myself or Ransom Hackett 304-641-2736, on this matter.

Sincerely yours,



Stephen R. Lee

Trustee

Waldo/Bucklew motioned to add two spots for handicap parking on Hart Avenue. Motion carried.

G.2 Discussion/Possible Vote to Purchase Heartsmart Automated External Defibrillator (AED) Units – Mayor Skinner and Jerry Arnold provided an overview of the request.

Reger/Waldo motioned to approve the expenditure of \$1,500 for the purchase of Heartsmart Automated External Defibrillator (AED) Units as described. Motion carried.

G.3 Event Request & Street Closure-Buckhannon Academy Chair Races-Smithfield St from College to Victoria St – Mayor Skinner provided an overview of the Event Request.

Shobe/Reger motioned to approve the Event and Street Closure Request for the Buckhannon Academy Chair Races on Smithfield Street from College Avenue to Victoria Street. Motion carried.

G.4 Event Request Relay for Life Celebration at Jawbone Park on 07/20/24 (No Road Closure) – Mayor Skinner provided an overview of the Event Request.

Shobe/Waldo motioned to approve the Event Request for the Relay for Life Celebration at Jawbone Park on 07/20/24, noting no street closures. Motion carried.

G.5 Event Request Green Bean Celebration at Poundstone Riverwalk Trail on 08/10/24— Mayor Skinner provided an overview of the Event Request, noting that we had not yet received their proof of insurance. He asked that we consider approving the request with the condition that we receive the proof of insurance by our meeting.

Shobe/Waldo motioned to approve the Event Request for the Green Bean Celebration at Poundstone Riverwalk Trail on 08/10/24 with the condition that we receive their proof of insurance by the next CPWB meeting. Motion carried. (Note: Insurance was submitted)

H. Board Members Comments and Announcements

Pam Bucklew: Mrs. Bucklew stated that she was reconsidering the Really Really Free Market request and asked if there was a way to allow them to use the park without insurance. A discussion took place revisiting the risks of legal exposure to all concerned if they were allowed to do so, which is why insurance is required. After the discussion, Mrs. Bucklew noted that she felt better about the reasoning for the CPWB decision.

Jack Reger: Mr. Reger asked Andrew Loudin and Jerry Arnold if the cemetery was ready for the Memorial Day activities. Both indicated that it was.

Mark Waldo: Mr. Waldo commended the city employees on their great work with the recent WV Strawberry Festival. He then asked about the height of the new stage built at Jawbone Park and what we would do about a railing if required. Mr. Arnold explained the procedures and schedule that we are following and that all safety requirements will be met.

Nancy Shobe: Mrs. Shobe has seen one car in the wrong lane at Apothecary Lane. Otherwise, the traffic flow is much better.

Randy Sanders—Recorder Sanders asked for an update on the paving for Madison Street and the next phase(s) for completion. A brief discussion took place.

Mayor Robbie Skinner—Mayor Skinner spoke about the success of the recent WV Strawberry Festival and commended the work done by the Street Department.

I. Adjournment:

At 8:33 AM, Waldo motioned to adjourn the meeting.

Mayor Robert N. Skinner III

City Recorder Randall H. Sanders
