

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

A regular meeting of the Buckhannon Colonial Arts Center Board was held on April 1, 2025 at 5:00 p.m. at City Hall in Council Chambers with the following in attendance:

Board Member, Chair	Alisa Lively	Present
Board Member, Vice Chair	Erika Kolenich	Absent
Board Member	Randall Sanders	Present
Board Member	Morgen Miller	Present
Board Member	John Waltz	Present
Assistant Recorder & Director of Finance	Amberle Jenkins	Present

Also in attendance: CAC Part time employee, Bryce O’Loughlin-GTM

City of Buckhannon Colonial Arts Center Board Meeting Agenda  
5:00 PM Tuesday, April 1, 2025  
Council Chambers 70 East Main Street

1. Call to Order
  2. Moment of Silent Reflection
  3. Pledge of Allegiance
  4. Approval of Previous Meeting Minutes: 02/04/2025 ( 03/04/25 Cancelled)
  5. Public Comment – Motion to Open & Close Requested
  6. Recognition of Guests
  7. Financial Report – Director of Finance, Amberle Jenkins
    - a. Events completed
    - b. Events upcoming April 5<sup>th</sup>
    - c. Event for approval
  8. Board Report
    - a. Status of Events Booked
  9. Old Business Discussions
    - a. Quotes for Design, Operation & Training of the CAC Website
    - b. Approval CAC Application Use Agreement/Rental Form
    - c. CAC Board Appointment John Waltz City Council Approved on 03/04/25
  10. New Business Discussions
    - a. Bryce O’Loughlin-Lights & Sound at the CAC
  11. Report of Events, Correspondence, and Information
    - a. Arts Day at the Legislature on March 21, 2025
    - b. The Colonial Arts Center & The CAC Gallery Present The 2025 Upshur County Youth Arts Exhibition
  12. Board Members’ Remarks and Announcements
  13. Declaration of Adjournment
- 
1. **Call to Order:** At 5:00 p.m. Chair Lively called the April 1, 2025 Colonial Arts Center Board meeting to order.
  2. **Moment of Silent Reflection:** Chair Lively invited those in attendance join in a moment of silent reflection.
  3. **Pledge of Allegiance:** Chair Lively invited those in attendance join in the Pledge of Allegiance.
  4. **Approval of previous meeting minutes: 02/04/25 ( 03/04/25 Cancelled)**
- Motion Sanders/ Miller to approve the minutes of the meeting held February 4, 2025.**  
**Motion carried.**



001-GENERAL FUND

% OF YEAR COMPLETED: 66.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
ARTS & HUMANITIES						
=====						
SALARIES & BENEFITS						
001-906-101-00 CAC SALARIES	45,000	528.41	8,186.59	0.00	36,813.41	18.19
001-906-104-00 CAC FICA	3,500	40.44	626.30	0.00	2,873.70	17.89
001-906-105-00 CAC HEALTH INS	7,700	0.00	2,619.69	0.00	5,080.31	34.02
001-906-106-00 CAC RETIREMENT	3,200	11.78	537.78	0.00	2,662.22	16.81
TOTAL SALARIES & BENEFITS	59,400	580.63	11,970.36	0.00	47,429.64	20.15
CONTRACTUAL SERVICES						
001-906-213-00 CAC UTILITIES	8,000	769.60	4,935.04	0.00	3,064.96	61.69
001-906-216-00 THEATRE MAINTENANCE/UTILI	9,000	243.46	4,703.99	0.00	4,296.01	52.27
001-906-223-00 CAC PROFESSIONAL SERVICES	6,000	0.00	1,632.00	0.00	4,368.00	27.20
001-906-226-00 CAC INSURANCE & BONDS	5,200	6.82	3,577.37	0.00	1,622.63	68.80
TOTAL CONTRACTUAL SERVICES	28,200	1,019.88	14,848.40	0.00	13,351.60	52.65
COMMODITIES						
001-906-341-00 CAC SUPPLIES & EXPENSES	15,000	196.43	1,485.68	0.00	13,514.32	9.90
001-906-341-01 CAC BOOKINGS	22,800	0.00	1,898.69	0.00	20,901.31	8.33
001-906-341-04 CAC GALLERY MANAGEMENT	6,000	0.00	6,000.00	0.00	0.00	100.00
TOTAL COMMODITIES	43,800	196.43	9,384.37	0.00	34,415.63	21.43
CAPITAL OUTLAY						
001-906-450-01 THEATRE BLDG	22,263	6,426.83	10,392.75	0.00	11,870.25	46.68
001-906-459-00 THEATRE CAPITAL	64,000	5,220.65	42,765.20	0.00	21,234.80	66.82
001-906-459-01 CULTURE ARTS GRANT (ADA T	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	86,263	11,647.48	53,157.95	0.00	33,105.05	61.62
TOTAL ARTS & HUMANITIES	217,663	13,444.42	89,361.08	0.00	128,301.92	41.05

001-GENERAL FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-340-000-00 DONATIONS THEATRE	25,000	25.00	5,105.00	0.00	19,895.00	20.42
001-340-345-00 CAC REV.CONCESSIONS,MERCH	2,000	60.00	427.85	0.00	1,572.15	21.39
001-340-345-01 CAC REVENUE RENTALS	1,000	0.00	0.00	0.00	1,000.00	0.00
001-340-345-02 CAC REVENUE TICKETS	25,000	0.00	5,099.93	0.00	19,900.07	20.40
001-340-345-03 CAC CLASSROOM REV	500	0.00	1,903.07	0.00	1,403.07	380.61
001-340-345-04 CAC CONTRIBUTIONS FROM O	0	0.00	720.00	0.00	720.00	0.00
001-340-000-00 DONATIONS THEATRE		85.00	13,255.85			

001-GENERAL FUND

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SALARIES & BENEFITS						
001-906-101-00 CAC SALARIES	45,000	315.05	8,501.64	0.00	36,498.36	18.89
001-906-104-00 CAC FICA	3,500	24.10	650.40	0.00	2,849.60	18.58
001-906-105-00 CAC HEALTH INS	7,700	0.00	2,619.69	0.00	5,080.31	34.02
001-906-106-00 CAC RETIREMENT	3,200	8.89	546.67	0.00	2,653.33	17.08
TOTAL SALARIES & BENEFITS	59,400	348.04	12,318.40	0.00	47,081.60	20.74
CONTRACTUAL SERVICES						
001-906-213-00 CAC UTILITIES	8,000	631.74	5,566.78	0.00	2,433.22	69.58
001-906-216-00 THEATRE MAINTENANCE/UTILI	9,000	215.36	4,919.35	0.00	4,080.65	54.66
001-906-223-00 CAC PROFESSIONAL SERVICES	6,000	0.00	1,632.00	0.00	4,368.00	27.20
001-906-226-00 CAC INSURANCE & BONDS	5,200	864.06	4,441.43	0.00	758.57	85.41
TOTAL CONTRACTUAL SERVICES	28,200	1,711.16	16,559.56	0.00	11,640.44	58.72
COMMODITIES						
001-906-341-00 CAC SUPPLIES & EXPENSES	15,000	100.00	1,585.68	0.00	13,414.32	10.57
001-906-341-01 CAC BOOKINGS	22,800	300.00	2,198.69	0.00	20,601.31	9.64
001-906-341-04 CAC GALLERY MANAGEMENT	6,000	0.00	6,000.00	0.00	0.00	100.00
TOTAL COMMODITIES	43,800	400.00	9,784.37	0.00	34,015.63	22.34
CAPITAL OUTLAY						
001-906-450-01 THEATRE BLDG	22,263	0.00	10,392.75	0.00	11,870.25	46.68
001-906-459-00 THEATRE CAPITAL	64,000	5,220.65	47,985.85	0.00	16,014.15	74.98
001-906-459-01 CULTURE ARTS GRANT (ADA T	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	86,263	5,220.65	58,378.60	0.00	27,884.40	67.68
TOTAL ARTS & HUMANITIES	217,663	7,679.85	97,040.93	0.00	120,622.07	44.58





7a: Events Completed:

- March 1<sup>st</sup> - Local Music Night:
- BJ Hoffman and Blight Year

BLIGHTYEAR & BJ HOFFMAN				
3/1/2025				
Revenues	Number tkts	amount		
Tickets sold online (sparxo)	0	\$ -		
Ticket sold at door	0	\$ -		
Tickets sold at City Hall	0	\$ -		
Comped tkts	46		free admission	Bryce counted everyone in the building approximately 36 were guests
Comped tkts	0			
Tkt totals	46	\$ -		
Donations to CAC		\$ 15.00		
Concessions		\$60.00		
**St Joseph WVU Medicine		576.65		
Total Revenue		\$ 651.65		
Expenses				
Entertainment Contract Cost		\$300		\$250 \$50 BJ Hoffman
Labor		\$ 218.00	3 paid staff	BH;ART;BO
Concession purchase		\$ 33.65		
Paper tickets and posters (WVWC)		\$ -		
Hotel for performer		\$ -		
Technical help		\$ 100.00	Ethan Edmonds	
Media - advertising		\$ -		
Total Expenses		\$ 651.65		
Revenues over (under)		\$ -		
***Note: St Joseph WVU contributed toward shows and classroom activities				

7b: Upcoming Events:

- April 5<sup>th</sup> – Local Music Night:
- Dominik English
- Acid Mine Drainage-Tom Fultz (band)

7c. Event for Approval:

- WV Poor People’s Campaign-A National Call For Moral Revival. Name of Event Bad Faith. Renter Matt Kerner.

Mrs. Jenkins reported she would like to contact the CAC Board Members in about a week to give them a chance to review the request. She will notify Mr. Kerner that the cost of rental for the facility would be \$200 per hour, plus \$20 per hour for technical help.

8. Board Report

8a. Status of Events Booked

- April 11 & 12 – BU Middle School Jazz Fest
- April 17 – WV Wesleyan College Jazz Fest
- April 23, 24, 25 - BU Middle School -Emily Crabtree for performance

9. Old Business Discussions:

9a. Quotes for Design, Operation & Training of the CAC Website:


Mr. Ramsey showed up for the meeting that was cancelled in March. This topic needs to be placed on the next agenda. Mr. Ramsey should be notified of the meeting if he wishes to attend.

**9b. Approval CAC Application Use Agreement/Rental Form:**

These forms were submitted during the last meeting for review. The CAC Board had not objections for continued use of these forms.

USE TO GATHER INFORMATION for Agreement

# COLONIAL ARTS CENTER



Application to Request Use and Quote for the:

Colonial Arts Center (CAC) (City)  
 48 East Main Street  
 Buckhannon, WV 26201

phone: 304-472-1651 (City Hall)

This request is being made by Organizer/Renter/Artist hereinafter referred to as "Renter"

Renter: \_\_\_\_\_

Renter Contact Information

phone : \_\_\_\_\_

email: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Detailed information will be needed to determine use and rental fees for the space.

**DATES AND TIMES:**

List specific days and times the building will be used to include load in and out times, rehearsals, setup, etc..

Date	Times	Purpose	approval (Staff use only)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(List addition dates on separate attached )

**SPACE OR ROOMS REQUESTED:**

List each specific rooms or performance areas (Main Hall- Balcony Theatre- Class rooms- Dressing Rooms, etc) to be used:

List Room(s) or performance area to be used	approval (Staff use only)
_____	_____
_____	_____
_____	_____
_____	_____

**SEATING NEEDS: check one**

☐ Telescopic/theatre seating

☐ Tables and chairs

☐ Level floor - chairs only

**ACTIVITY DETAILS:**

Describe the details of the activity or event that will be held:

Attach additional pages if necessary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTENDANCE:**

Approximately how many performers/ staff / participants will be using the buildings? \_\_\_\_\_

Approximately how many guests/ attendees will be attending the event? \_\_\_\_\_

**CONCESSIONS/ SALES:**

Will you have vendors or sell concessions? Yes ☐ No ☐

If Yes, what type of items will be sold: \_\_\_\_\_

**LIGHTS/ SOUND/ PROJECTOR:**

Do you need the house lights and sound system or projector? Yes ☐ No ☐

If Yes, a charge of \$20.00 per hour for each technical staff member is required. Number of Hours? \_\_\_\_\_

\_\_\_\_\_

I understand this is not a contract and does not guarantee use of the building. This document is to determine the fees that will be charged and availability of the building.

X \_\_\_\_\_

Organizer/ Renter/ Artist
Date



Agreement once Amounts are determined



The City of Buckhannon Colonial Arts Center Use Agreement

This use agreement for the Colonial Arts Center, hereinafter referred to as "agreement" is made and entered into, between the City of Buckhannon Colonial Arts Center, hereinafter referred to as "City" and Organizer/Renter/Artist hereinafter referred to as "Renter"

Address of Event: Colonial Arts Center (CAC) (City)  
48 East Main Street  
Buckhannon, Wv 26201

Name of Event: \_\_\_\_\_

Renter: \_\_\_\_\_

Renter Contact Information: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Requirements:

- 1) All requests to hold events should be submitted at least 45 days in advance of the event date.
- 2) Renter to provide advertising/marketing materials (photos, website information, etc.) via digital or electronic format with signed agreement if appropriate.
- 3) Renter to provide onsite contact information (cell phone number) for use prior to and during the event.
- 4) Illegal Drug(s), Alcohol not purchased on-site, or Smoking/Vaping are NOT permitted anywhere on the CAC property.
- 5) Renter agrees to conduct themselves in a professional manner (according to its reputation) at all times while on this engagement. Specifically: We ask that while our staff treat your group respectfully, we also ask that you treat our staff respectfully.
- 6) Liability of Renter: Renter shall assume all liability for any injury to persons or damage to the property that may arise from any accident that occurs on or about the facility as a result of the use and/or occupancy.
- 7) No Liability: The City assumes no responsibility for losses, use, misuse, theft, or damage suffered by Renter, its agents, employees, or invitees, or equipment on or about the facility during the Renter use and/or occupancy of the facility.
- 8) Renter agrees to provide a copy of liability insurance prior to arrival in the amount of at least \$1,000,000 (one million dollars) with the City of Buckhannon listed as additional insured.
- 9) Catering: If food services and/or alcoholic beverages is involved, and such food services and/or alcoholic beverage caterers are to be provided by other than Renter, the Renter agrees to use only such food service and/or alcoholic beverage caterers as are approved in advance by the City. Renter understands that the agreement for such food services and/or alcoholic beverages is to be solely between the Renter and such caterer, and all details concerning such food services and/or alcoholic beverages is to be arranged between the Renter and such caterer without the involvement of the City.
- 10) Seating Capacity: In no event shall the seating or occupancy capacity of the facility be exceeded. Seating layout must be decided before tickets are sold or invitations are sent.
- 11) Equipment (Lighting and Sound): This equipment is valuable and can be easily damaged. Absolutely no one but those vetted and approved by City personnel that are familiar with this equipment is permitted to operate it. Automatic use of this equipment should not be expected and prior decisions on the use of it must be approved.
- 12) Fire Codes: Existing fire codes shall be adhered to and use of the building cannot perpetuate any condition deemed unsafe by the City, including but not limited to pyrotechnics or blocking exits.
- 13) Signage/Decorations/Adhesives: Renter shall not in any way alter the facility without the prior consent of the City. City reserves the right to place reasonable restrictions upon or prohibit the affixation by Renter of any nails, spikes, lighting, posters, signs or adhesive backed items to the facility that may damage walls, paint, fixtures.
- 14) Cancellation Policy: If Renter cancels, they pay the City a \$250 cancellation fee. If the City cancels, they refund all payments to the Renter.
- 15) Notwithstanding anything to the contrary in this agreement, in the event that any event hereunder is prevented by acts of God, force majeure, strike, fire, epidemic, accident, transportation delays, sickness to Organizer, governmental action or any other causes of like nature rendering event impossible, infeasible or unsafe, beyond the control of the parties, this agreement shall terminate and be cancelled and each party shall release the other from all claims for damages.

Specifics of Venue Use Agreement:

List specific days and times the building will be used to include load in and out times, rehearsals, setup, etc..

Date	Times	approval (Staff use only)
_____	_____	_____
_____	_____	_____
_____	_____	_____

(List addition dates on separate attached )

List each specific rooms or performance areas (Main Hall- Balcony Theatre- Class rooms- Dressing Rooms, etc) to be used:

List Room(s) or performance area to be used	approval (Staff use only)
_____	_____
_____	_____
_____	_____
_____	_____

Agreed upon fee City will pay to Artist, if applicable. List partial and final payment amounts \$ \_\_\_\_\_

Rental Fee to be paid by Renter, if applicable. List deposit amount and balance due prior to use of the facility:  
\$ \_\_\_\_\_

Merchandise to be sold by Renter: (list split or percentage, if any): \_\_\_\_\_

Ticket Sales: (list split or percentage, if any): \_\_\_\_\_

Food, Travel and Lodging: (list agreed upon arrangements with Artist): \_\_\_\_\_

Signing this bonding agreement agrees the terms set forth in this contract:

X \_\_\_\_\_  
City of Buckhannon – name and title Date

X \_\_\_\_\_  
Organizer/ Renter/ Artist Date

01/2025

**9c. CAC Board Appointment John Waltz by City Council approved 03/04/25.**

Board Members welcomed Mr. Waltz back to the Colonial Arts Center Board. Mr. Waltz was happy to serve on the Board.

**10. Lights & Sound at the CAC -See above under Recognized Guest – Bryce O’Loughlin.**

**11. Report of Events, Correspondence and Information**

**11a. Arts Day at the Legislature:** This was submitted as information only.



Arts Day at the Legislature 2025 is scheduled for Friday, March 21, 2025. Come mingle and network in the capitol rotunda where arts organizations from all around West Virginia will have displays. Use this opportunity to meet with your legislative congressional representatives and senators, raise awareness of arts in West Virginia, and learn about the vitality of the arts in our state! (Please Note: No sales of any kind are permitted at Arts Day.) Display spaces are currently full. To be added to a waitlist, email [paul.r.neil@wv.gov](mailto:paul.r.neil@wv.gov).

**11b. The Colonial Arts Center & the CAC Gallery present The 2025 Upshur County Youth Arts Exhibition:**

*BUCKHANNON, WV: The Colonial Arts Center and the CAC Gallery celebrate Youth Art Month this March with the 2025 Upshur County Youth Arts Exhibition. The exhibition will run from Saturday, March 8th, to Saturday, April 6th, 2025, with an artist reception on Friday, March 14th, from 5 - 7 p.m. This multi-media exhibition will include artwork from Upshur County students of all ages, ranging from Buckhannon Academy Elementary School through Buckhannon-Upshur County High School.*

*The public is encouraged to vote for their favorite artworks in the exhibition. The People's Choice Awards winners will be announced on social media during the last week of March. CAC Gallery Director Robert Howsare says, 'The arts are an integral part of the Buckhannon community, and celebrating the talents of our local youth and their teachers is a fantastic way to continue fostering that creative energy.'*

*The CAC Gallery is open Fridays and Saturdays from 4 - 8 p.m. or by appointment. It is located at 48 East Main Street in downtown Buckhannon, WV.*

*All gallery events are free and open to the public.*

*Gallery Contact: Robert Howsare, CAC Gallery Director, [howsare\\_r@wwvc.edu](mailto:howsare_r@wwvc.edu)*

*Randy Sanders  
City Recorder & Information Coordinator*

**12. Board Member remarks and Announcements:**

Board Members welcomed Mr. Waltz to the Board.

**13. Declaration of Adjournment**

**There being no further business to be transacted, motion Sanders/Miller to adjourn the meeting at 5:35 pm. Motion carried.**



**Chairperson Alisa Lively**

**Vice Chairperson Erika Kolenich**