

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

A regular meeting of the Stockert Youth & Community Center Board was held on Thursday, August 11, 2025, at 4:30 p.m., in City Hall Council Chambers, with the following in attendance (GTM means attendance by GoToMeeting):

Mayor	Robbie Skinner	Present
City Recorder	Randy Sanders	Present
Assistant Recorder/Finance Director	Amberle Jenkins	Present
Board Member	Pam Bucklew	Present
Board Member	Sam Nolte	Absent
Board Member	Willie Parker	Present
Board Member	Don Nestor	Present
Board Member	Nancy C. Shobe	Present
Board Member	Pamela Martin	Present
Board Member	Jessica Vincent	Absent
SYCC Executive Director	Debora Brockleman	Present
Media:		
MyBuckhannon		Present
Record Delta		Absent
Guests: None		

City of Buckhannon Stockert Youth & Community Center Board of Directors
Meeting Agenda
4:30 PM Thursday, August 11, 2025
Council Chambers I 70 East Main Street

1. Call to Order
2. Moment of Silent Reflection
3. Reciting of the Pledge of Allegiance
4. Approval of Previous Meeting Minutes: 07/03/2025
5. Public Comment - Motion to Open & Close Requested
6. Recognition of Guests
7. Financial Report- Director of Finance, Amberle Jenkins
8. Department Report- SYCC Director, Debora Brockleman
9. New Business Discussions:
 - a. Approval Basement Authority of WV Water Proofing Building Project
 - b. Approval Verkada Surveillance/Security Camera System Project
 - c. Approval Wage Increase for Two Part-time Employees
 - d. Approval Quote Passenger Vans through Enterprise Lease Program
 - e. Discussion STEM Programs
 - f. Revisit Board Meeting Schedule re; Ordinance No. 461
10. Report of Events, Correspondence, and Information
11. Board Members' Remarks and Announcements
12. Declaration of Adjournment

This agenda is certified by Mayor Robbie Skinner on August 1, 2025. To participate in this meeting virtually, use this link: <https://global.gotomeeting.com/join/773218837>, or by phone, call: +1 (872) 240-3311, access code: 773-218-837. Meeting Rescheduled posted 08/04/25.

1. **Call to Order** - At 4:33 p.m., Mayor Skinner called the August 11, 2025, meeting of the City of Buckhannon Stockert Youth & Community Center Board of Directors to order.

2. **Moment of Silent Reflection** - Skinner invited those in attendance to join him in a moment of silent reflection.

3. **Pledge to the Flag of the United States of America** - Skinner invited those in attendance to join him in the pledge to the Flag of the United States of America.

4. **Approval of Previous Meeting Minutes: 07/03/2025** – Mayor Skinner asked for any necessary corrections or additions, or a motion to approve the minutes from the meeting of 07/03/2025.

Nestor/Martin motioned to approve the minutes from the meeting of 07/03/2025. The motion carried.

5. **Public Comment - Motion to Open & Close Requested** – No one was in attendance, so no action was necessary.

6. **Recognized Guests:** None.

7. **Financial Report- Director of Finance, Amberle Jenkins** – Amberle Jenkins, presented the following report:

8-11-2025 11:12 AM		CITY OF BUCKHANNON			PAGE: 7	
		REVENUE & EXPENSE REPORT (UNAUDITED)				
		AS OF: JULY 31ST, 2025				
001-GENERAL FUND						
					% OF YEAR COMPLETED: 08.33	
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CHARGES FOR SERVICES						
001-362-000-00 SYC CONTRIB. UCC AND BOE	45,000	0.00	0.00	0.00	45,000.00	0.00
001-362-000-01 SYC UTILITY REVENUE	2,000	143.50	143.50	0.00	1,856.50	7.18
001-362-000-02 SYC CAMP BUCANNEER FEES	30,000	40,441.50	40,441.50	0.00	10,441.50	134.81
001-362-000-03 SYC DRILL TEAM FEES	1,000	0.00	0.00	0.00	1,000.00	0.00
001-362-000-04 SYC BASKETBALL FEES	18,000	0.00	0.00	0.00	18,000.00	0.00
001-362-000-05 SYC ROOM RENTAL FEES	5,000	730.00	730.00	0.00	4,270.00	14.60
001-362-000-06 SYC ART/DRAMA FEES	0	0.00	0.00	0.00	0.00	0.00
001-362-000-07 SYC AFTER SCHOOL FEES	40,000	71.39	71.39	0.00	39,928.61	0.18
001-362-000-08 SYC DRINK/SNACK MACHINE	0	0.00	0.00	0.00	0.00	0.00
001-362-000-09 SYC DONATIONS	2,000	0.00	0.00	0.00	2,000.00	0.00
001-362-000-10 SYC KARATE FEES	3,000	660.00	660.00	0.00	2,340.00	22.00
001-362-000-11 RED RIBBON WEEK	0	0.00	0.00	0.00	0.00	0.00
001-362-000-12 SYC GIRLS GO GOLFING	0	0.00	0.00	0.00	0.00	0.00
001-362-000-13 UCARE/SYC	0	0.00	0.00	0.00	0.00	0.00
001-362-000-14 SYC BINGO FUND RAISER	0	0.00	0.00	0.00	0.00	0.00
001-362-000-15 SYC CHILDRENS FESTIVAL DO	0	0.00	0.00	0.00	0.00	0.00
001-362-000-16 SYC TEEN DANCES	0	0.00	0.00	0.00	0.00	0.00
001-362-000-17 ZUMBA REVENUE	1,500	124.00	124.00	0.00	1,376.00	8.27
001-362-000-18 YOGA FITNESS CLASS REVENUE	5,000	226.00	226.00	0.00	4,774.00	4.52
001-362-000-19 GUITAR LESSONS REVENUE	0	0.00	0.00	0.00	0.00	0.00
001-362-000-20 SYC MISC ACTV REVENUE ITI	0	0.00	0.00	0.00	0.00	0.00
001-362-000-21 DONATIONS-SYCC CAPITAL/EQ	0	0.00	0.00	0.00	0.00	0.00
001-362-000-99 SYC BEQUEST	0	0.00	0.00	0.00	0.00	0.00
TOTAL CHARGES FOR SERVICES	152,500	42,396.39	42,396.39	0.00	110,103.61	27.80

30,579.00 From State of WV Mountain Heart

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
STOCKERT YOUTH CENTER =====						
SALARIES & BENEFITS						
001-907-101-00 STOCKERT YOUTH CENTER SAL	186,240	23,255.27	23,255.27	0.00	162,984.73	12.49
001-907-103-00 CAMP BUCANNEER SALARIES	79,800	3,264.57	3,264.57	0.00	76,535.43	4.09
001-907-103-01 SYC BUS DRIVERS	0	0.00	0.00	0.00	0.00	0.00
001-907-104-00 FICA TAX	20,500	2,028.81	2,028.81	0.00	18,471.19	9.90
001-907-105-00 GROUP INSURANCE	54,000	11,307.39	11,307.39	0.00	42,692.61	20.94
001-907-106-00 GROUP RETIREMENT	16,290	906.78	906.78	0.00	15,383.22	5.57
001-907-109-00 COMPENSATED ABSENCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	356,830	40,762.82	40,762.82	0.00	316,067.18	11.42
CONTRACTUAL SERVICES						
001-907-211-00 TELEPHONES	4,800	900.18	900.18	0.00	3,899.82	18.75
001-907-213-00 UTILITIES	17,000	2,111.23	2,111.23	0.00	14,888.77	12.42
001-907-214-00 TRAVEL EXPENSE	500	0.00	0.00	0.00	500.00	0.00
001-907-216-00 MAINTENANCE	7,000	481.53	481.53	0.00	6,518.47	6.88
001-907-218-00 POSTAGE	250	0.00	0.00	0.00	250.00	0.00
001-907-221-00 TRAINING	275	0.00	0.00	0.00	275.00	0.00
001-907-223-00 PROFESSIONAL SERVICES ENG	0	0.00	0.00	0.00	0.00	0.00
001-907-226-00 INSURANCE & BONDS	13,390	1,855.45	1,855.45	0.00	11,534.55	13.86
001-907-230-00 SYC CONTRACTUAL BUS SER	0	0.00	0.00	0.00	0.00	0.00
001-907-230-01 WORK STUDY/AMERICORP	0	0.00	0.00	0.00	0.00	0.00
001-907-240-00 SYCC DONATION REFUNDS	307,708	0.00	0.00	0.00	307,708.00	0.00
TOTAL CONTRACTUAL SERVICES	350,923	5,348.39	5,348.39	0.00	345,574.61	1.52
COMMODITIES						
001-907-341-00 MATERIALS & SUPPLIES EXPE	7,200	165.91	165.91	0.00	7,034.09	2.30
001-907-341-01 OPERATING EXPENSES	3,000	176.06	176.06	0.00	2,823.94	5.87
001-907-343-00 SYC AUTO SUPPLIES	7,000	204.02	204.02	0.00	6,795.98	2.91
001-907-354-00 DRILL TEAM	1,000	0.00	0.00	0.00	1,000.00	0.00
001-907-355-00 DANCE TEAM	0	0.00	0.00	0.00	0.00	0.00
001-907-356-00 YOUTH BASKETBALL	30,000	0.00	0.00	0.00	30,000.00	0.00
001-907-357-00 TUTORING	0	0.00	0.00	0.00	0.00	0.00
001-907-358-00 MISC. DANCE/PARTIES	0	0.00	0.00	0.00	0.00	0.00
001-907-359-00 ART/DRAMA PROGRAM	100	0.00	0.00	0.00	100.00	0.00
001-907-360-00 CAMP BUCANNEER SUPPLIES	5,000	231.38	231.38	0.00	4,768.62	4.63
001-907-361-00 AFTER SCHOOL SUPPLIES	6,000	0.00	0.00	0.00	6,000.00	0.00
001-907-362-00 DRINK/SNACK MACHINE	0	0.00	0.00	0.00	0.00	0.00

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-907-363-00 KARATE CLASS INSTRUCTION	3,000	240.00	240.00	0.00	2,760.00	8.00
001-907-364-00 SKATEPARK	0	0.00	0.00	0.00	0.00	0.00
001-907-365-00 RED RIBBON WEEK EXPENSE	0	0.00	0.00	0.00	0.00	0.00
001-907-366-00 FUND RAISER	0	0.00	0.00	0.00	0.00	0.00
001-907-367-00 GIRLS GO GOLFING	0	0.00	0.00	0.00	0.00	0.00
001-907-368-00 UCARE/SYC	0	0.00	0.00	0.00	0.00	0.00
001-907-368-01 ZUMBA	1,500	120.00	120.00	0.00	1,380.00	8.00
001-907-368-02 YOGA FITNESS CLASS	5,000	309.60	309.60	0.00	4,690.40	6.19
001-907-368-03 GUITAR LESSONS	0	0.00	0.00	0.00	0.00	0.00
001-907-368-04 MISC ACTIVITIES-ONE TIME	1,000	0.00	0.00	0.00	1,000.00	0.00
001-907-368-05 GRANT EXP SYCC	0	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	69,800	1,446.97	1,446.97	0.00	68,353.03	2.07
CAPITAL OUTLAY						
001-907-458-00 CAPITAL CAMPAIGN (BOE & U	0	0.00	0.00	0.00	0.00	0.00
001-907-458-01 SYC CHILDRENS FESTIVAL	2,000	0.00	0.00	0.00	2,000.00	0.00
001-907-458-02 SYCC BUILDING	100,000	0.00	0.00	0.00	100,000.00	0.00
001-907-459-00 CAPITAL OUTLAY	2,500	0.00	0.00	0.00	2,500.00	0.00
001-907-459-01 SYCC CAPITOL PROPERTY PUR	0	0.00	0.00	0.00	0.00	0.00
001-907-477-00 SYC TEEN DANCES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	104,500	0.00	0.00	0.00	104,500.00	0.00
CONTRIBUTIONS						
001-907-570-00 DEPRECIATION EXP CURR YR	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRIBUTIONS	0	0.00	0.00	0.00	0.00	0.00
TOTAL STOCKERT YOUTH CENTER	882,053	47,558.18	47,558.18	0.00	834,494.82	5.39

JULY 2025 SYCC PAYMENT OF BILLS

\$8,000.00 – DISBURSEMENT ACCT – 2025-26 HSA FEES

08-11-2025 11:15 AM		DISBURSEMENTS 07-01-25 TO 07-31-25			PAGE: 8
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
STOCKERT YOUTH CENTER	MON POWER	907-213-00	UTILITIES	110 161 100 208 MAIN ST	1,448.28
		907-213-00	UTILITIES	110 084 592 119 SYC	1,846.16
		907-213-00	UTILITIES	110 084 767 208 79 MAIN S	12.29
	LEAF	907-341-01	OPERATING EXPENSES	COPIER LEASE	176.06
		907-226-00	INSURANCE & BONDS	WCN6007140 JULY 25	355.72
	ENCOVA INSURANCE	907-105-00	GROUP INSURANCE	GF JULY 2025 RETIREE'S INS	48.00
	WV PUBLIC EMPLOYEES INSURANC	907-105-00	GROUP INSURANCE	GF JULY 2025 HEALTH INS	3,126.90
		907-213-00	UTILITIES	383925-483167 70 E MAIN ST	59.50
	MOUNTAINEER GAS COMPANY	907-226-00	INSURANCE & BONDS	JULY 25 QUARTERLY PAYMENT	851.15
	WESTFIELD INSURANCE	907-341-00	MATERIALS & SUPPLIES	POISON IVY KILLER SPRAY	29.91
	LOWES BUSINESS ACCOUNTS/SYNC	907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	231.43
		907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	218.79
	WV PUBLIC EMPLOYEES RETIREME	907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	221.75
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	234.81
	DISBURSEMENTS ACCOUNT-ALL DE	907-105-00	GROUP INSURANCE	GF 2025-26 HSA FEES	1,000.00
		907-105-00	GROUP INSURANCE	GF 2025-26 HSA FEES	7,000.00
	ST JOSEPH HOSPITAL OF BUCKHA	907-341-00	MATERIALS & SUPPLIES	LAB TEST DEBORA BROCKLEMAN	68.00
		907-341-00	MATERIALS & SUPPLIES	LAB TEST CORY HARRIS	68.00
	WALMART STORES INC -BUCKHANN	907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	14.88
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	32.98
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	9.98
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUP & LNCH/BAKIN	147.17
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	26.37
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUC SUPPLIES	38.50
	MOUNTAIN STATE PEST GUARD	907-216-00	MAINTENANCE	SYC PEST CONTROL JULY 25	842.82
		907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	801.45
	INTERNAL REVENUE SERVICE	907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	197.10
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	187.44
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	84.00
		907-368-01	ZUMBA	KICK BOXING INSTRUCTION	116.24
	APRIL E SMALL	907-105-00	GROUP INSURANCE	GROUP BENEFIT 1ST INSTALL	16.25
		907-105-00	GROUP INSURANCE	GF JULY 2025 HSA FEES	145.00
	PAYFLEX - INSPIRA	907-213-00	UTILITIES	SYCC EQUIP RENTAL JULY 25	240.00
	LYNX WV INC	907-363-00	KARATE CLASS INSTRUC	KARATE INSTRUCTOR JUNE 25	450.09
	DAWN WEBB	907-211-00	TELEPHONES	473-0145-042701-4 SYC	450.09
		907-211-00	TELEPHONES	473-0145-042701-4 SYC	204.02
	FRONTIER	907-343-00	SYC AUTO SUPPLIES	SYC FUEL BILL JUNE 2025	36.00
	FLYERS ENERGY LLC	907-343-00	SYC AUTO SUPPLIES	SYC FUEL BILL JUNE 2025	36.00
	KIMBERLY DAWN GIFFORD	907-368-01	ZUMBA	KANGOO INSTRUCTOR JUNE 25	36.00

08-11-2025 11:15 AM		DISBURSEMENTS 07-01-25 TO 07-31-25			PAGE: 9
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	CINTAS	907-216-00	MAINTENANCE	SYC RUGS & MOPS 7-7-25	104.71
		907-216-00	MAINTENANCE	SYC RUGS & MOPS 7-14-25	104.71
		907-216-00	MAINTENANCE	SYC RUGS & MOPS 7-21-25	112.18
		907-216-00	MAINTENANCE	SYC RUGS & MOPS 7-28-25	121.43
	HELEN ASHLEY WHITE	907-368-02	YOGA FITNESS CLASS	YOGA INSTRUCTION	309.60
	TRAVELERS INSURANCE	907-226-00	INSURANCE & BONDS	INS PREM AUTO LIAB AUG 25	466.44
		907-226-00	INSURANCE & BONDS	INS PREM AUTO LIAB JULY 25	182.14
	**PAYROLL EXPENSES			7/01/2025 - 7/31/2025	26,519.84
				TOTAL:	47,558.18

A discussion took place regarding some of the donors to the Capital Campaign Fund.

Int nov 2024 to jun2025		\$ 1,855.08		
\$ 450,958.87				
				D Thomas Pledge (note: see recinded 12-4-24)
		\$12,000.00		
Total receive	\$ 450,958.87			
with pledges	\$ 462,958.87			
Refund donation				
Citizens Bank of WV 11-25-24	\$ 100,000.00	ck#1000 Up Youth acct 11/25/24		
Refunded donations		ck#1001 Up Youth		
Elks Club 12-10-24	\$ 2,250.00	acct 12/10/24		
Weyerhauser wants \$15,000 to go toward gym floor	\$ 15,000.00	ck#1002 Up Youth acct 1/18/25		
Weyhauser requested 2021 donation \$2500 was to go to data equipment. City already paid. Need to refund General Fund for this	\$ 2,500.00	JE'd 4/10/25 from 001-125-000-03 SYCC cap camp to GF cash 001-101-000-00		
Weyhauser requested 2023 donation \$2500 was to go toward Kitchen upgrades. City already paid. Need to refund General Fund for this	\$ 2,500.00	JE'd 4/10/25 from 001-125-000-03 SYCC cap camp to GF cash 001-101-000-00		
Remove pledge from balance 12/4/24	\$ 12,000.00	Requested to remove commitment		
1/13/25 Steve Collett asked for refund of donation from 2/3/20 rct 699348	\$ 1,000.00	ck#1003 Up Youth acct 1/18/25		
Refund donation Buckhannon Toyota	\$ 20,000.00	ck#1004 Up Youth acct 4/10/25		
	\$ 143,250.00			
Balance of capital campaign less refunds and pledge		\$ 307,708.87		

Parker/Shobe motioned to accept the financial report as provided. The motion carried.

8. Department Report- SYCC Director, Debora Brockleman – SYCC Director Deborah Brockleman, presented and explained the following report (We and Our refer to SYCC, I refers to the Director):

*Stockert Youth & Community Center
Board of Directors Meeting
Staff Report for Aug 11, 2025*

Camp Buccaneer

Camp ended last Friday, August 8, 2025. Overall, this summer was successful. The summer heat brought the kids inside more than usual due to high temperatures and the presence of bees.

After-School

The after-school program will begin on Friday, Aug 15, 2025. We have 75 enrolled as of today.

Rentals for July/Aug 2025

- *9 Birthday Parties*
- *2 Yard Sale (1 in Sept)*
- *2 Joey Baxa Photo days for Baseball (1 in Sept)*
- *1 BU Christmas Store Fundraising Event (Sept)*
- *1 Family Reunion*

Bus Discussion

Recap:

During our recent committee meeting, we talked about the replacement of the red SYCC bus. Due to the lack of availability of used school buses, we considered the idea of two smaller buses. Depending on the number of seats, a CDL may not be required, which would be ideal for our needs and also cost-effective.

New: *I have spoken with Kayla Yocum, the principal of the Washington District School. She had questions about transportation to the SYCC after-school program. Currently, we do not transport students to the program. There are time issues. The transportation director is trying to work something out, but so far, we have not found a solution.*

Children's Festival

Children's Festival is scheduled for September 20, 2025. We are planning for that event.

*Respectively Submitted,
Debora Brockleman, Director
Stockert Youth & Community Center*

A Q&A between the Board and the Director took place on various subjects.

9. New Business Discussions:

a. Approval Basement Authority of WV Water Proofing Building Project – Mayor Skinner reviewed the information and quote from Basement Authority of WV. A discussion took place, including the use of a shutoff valve to prevent flooding, #4 of the quote regarding insurance, and requiring the City to be named as an additional insured, as well as #11 regarding Limitation of Liability.

Also discussed were the Capital Campaign contributors, and perhaps one of them may wish to use their donation to fund this project. Additionally, Mr. Nestor led a discussion on how to best work with the Capital Campaign contributors to identify projects that they may be interested in supporting and those they are not.

Shobe/Bucklew motioned to recommend to the City Council to approve the Basement Authority of WV Water Proofing Building Project with the bid of \$12,323.94, provided that a backflow preventer is installed and that the City Attorney, Tom O'Neill, reviews the bid and contract and addresses any concerns, specifically #4 of the quote regarding insurance and requiring the City to be named as an additional insured, and #11 regarding Limitation of Liability. The motion carried.



West Virginia
132 Rocky Step Road
Scott Depot, WV 25560

Phone: (304) 449-5184
Email: info@basementauthorityofwv.com

Licensed Contractor	Date
WV027473	7/16/2025
Customer and Account Number	Phone (Work or Home)
Stockert Youth Center City of Buchannon & Ethan Crosten - 108839	(304)591-3342
Project Location	E-mail
130 East Main Street Buckhannon, WV 26201	ethan.crosten@buckhannonwv.org

PROPOSED PRODUCTS	QTY
AquaStop BasementGutter 75+	77.0
AquaStop Basement Triple	1.0
Site Work/Obstruction	4.0
Drywall Removal - Full Wall	20.0
Utilities Protection	1.0
3 Year Annual Service Plan PROMO	1.0
Permit Package A	1.0

Discount	\$1,369.33
Contract Price	\$12,323.94

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and JES Construction, LLC (the "Contractor").

X	Customer is responsible for removing all personal items from the work area.	X	A full perimeter drainage system with sump pump was recommended.
X	Customer assumes responsibility for damages to hidden or unmarked utility lines.	X	Customer is aware of warranty and all addenda.
X	Stabilization is warranted. Contractor can attempt to lift at Customer's request.	X	Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer

Contractor

X

X

X

-

Date 7/16/2025

Date 7/16/2025

Supplemental Notes JES Construction, LLC to:

Product Specifications

- Install Triple pump system with twin liner, (2) 1/3 hp cast iron primary AC pump, and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes pump stands, airtight lid with airtight floor drain, and water alarm system. Will require installation of dedicated electrical outlets at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, 157 of buried discharge is included with the sump pump. Any additional discharge will be an additional cost.
- Remove the drywall as needed to install the system. Customer is responsible for replacing the drywall and restoring any wall framing.
- Permit package includes all administration duties and permit fees associated with project.
- Site work and/or obstructions on project.
- Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.
- Install Basement Gutter as indicated on job drawing. This includes removing concrete as needed, drilling weep holes as necessary in the interior cores of the CMUs, installation of our non-clogging waterproofing drainage system, clean drainage rock and replacement of concrete. Customer understands the concrete will not be an exact match due to aging and different mixes of concrete. Customer responsible for removing and replacing finished walls unless otherwise specified in this contract. Customer will remove all personal items at least 4 feet away from the work area. AquaStop wall system is highly recommended to direct any water seepage from the walls into the drainage system. If wall system is not installed on the walls up to the height of the outside grade, contractor cannot be held responsible in the event that water pushes through the walls and bypasses the drainage system. Contractor highly recommends that all basement gutter systems be installed with a AquaStop SafeDri triple sump pump system.
- Three years of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

The products and/or services listed below have been recommended, however Customer has declined to have these products installed and/or services performed.

RECOMMENDED PRODUCTS DECLINED	QTY
AquaStop BasementGutter 75+	205.0
AquaStop WallSeal 75+	205.0
AquaStop Air System - Basement	2.0

Recommended Specifications

- Install AquaStop air system to keep humidity low. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required.
- Install Basement Gutter as indicated on job drawing. This includes removing concrete as needed, drilling weep holes as necessary in the interior cores of the CMUs, installation of our non-clogging waterproofing drainage system, clean drainage rock and replacement of concrete. Customer understands the concrete will not be an exact match due to aging and different mixes of concrete. Customer responsible for removing and replacing finished walls unless otherwise specified in this contract. Customer will remove all personal items at least 4 feet away from the work area. AquaStop wall system is highly recommended to direct any water seepage from the walls into the drainage system. If wall system is not installed on the walls up to the height of the outside grade, contractor cannot be held responsible in the event that water pushes through the walls and bypasses the drainage system. Contractor highly recommends that all basement gutter systems be installed with a AquaStop SafeDri triple sump pump system.
- Install WallSeal on basement walls designated in contract to help prevent water vapor and moisture intrusion as well as direct wall leakage to the waterproofing system. WallSeal alone is not a waterproofing product. Walls or window wells and other protrusions require a waterproofing system to remedy the problem of leaking water.

Terms and Conditions

1. **Services.** JES Construction, LLC d/b/a Basement Authority of West Virginia, license no.WV027473, is licensed by the West Virginia Division of Labor.

This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 8% per year shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.**

Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law.

If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 8% per year. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
 - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
 - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS. **THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT AND/OR THE WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO CONTRACTOR PURSUANT TO THIS CONTRACT.**
13. **NOTICE**

WEST VIRGINIA STATE LAW, AS SET FORTH IN CHAPTER 21, ARTICLE 11A OF THE WEST VIRGINIA CODE, CONTAINS IMPORTANT REQUIREMENTS CUSTOMER MUST FOLLOW BEFORE CUSTOMER MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST CONTRACTOR WHO MADE RESIDENTIAL IMPROVEMENTS TO CUSTOMER'S PROPERTY. AT LEAST NINETY DAYS BEFORE CUSTOMER FILES A LAWSUIT, CUSTOMER MUST DELIVER TO CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS CUSTOMER ALLEGES ARE DEFECTIVE AND PROVIDE CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. CUSTOMER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS. THERE ARE DEADLINES AND PROCEDURES UNDER STATE LAW AND FAILURE TO FOLLOW THEM MAY AFFECT CUSTOMER'S ABILITY TO FILE A LAWSUIT.

Additional Information if Contract amount is above \$10,000

Contractor may use subcontractors for portions of the Work. As of the date of the Contract, Contractor has not yet decided on any specific subcontractors that it may use for any portions of the Work. Contractor will enter into a written contract with any subcontractor that Contractor hires and that written contract with each subcontractor will include all relevant provisions, terms and conditions as this Contract. All employees on the project, including employees of subcontractors, are US citizens. Contractor has workers' compensation insurance.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Name:

X

By: Stockert Youth Center City of Buchannon & Ethan Crosten -
108839

Contractor JES Construction, LLC

Name:

X

By: Michael Cornecelli

b. Approval Verkada Surveillance/Security Camera System Project – Amby Jenkins noted that we did not have the quote, so the matter was tabled.

c. Approval Wage Increase for Two Part-time Employees – Mrs. Brockleman noted that two employees were not included in the earlier wage increase, and she is requesting that the employees be brought up to the correct wage retroactive to July 1, 2025.

Shobe/Sanders motioned to approve a wage increase for the two part-time employees noted from \$8.75 to \$10.00 per hour, retroactive to July 1, 2025. The motion carried.

d. Approval Quote Passenger Vans through Enterprise Lease Program – Mrs. Jenkins reviewed the information regarding leasing two passenger vans at \$954 each per month. The Enterprise Lease Company needs more information before it can make a formal offer. Discussion took place.

Sanders/Nestor motioned to recommend to the City Council to approve an Enterprise Lease Program for two passenger vans at \$954 each per month, pending the formal offer is received from Enterprise. The motion carried.

e. Discussion STEM Programs – Mayor Skinner noted that Shane Whitehair of Region VII has informed him that the grant opportunities have changed, and while there are still grant programs offered, they are not as plentiful. He remains hopeful that the City can eventually construct an appropriately sized center for its STEM offerings. Mr. Nestor then led a discussion regarding the possibility of adding a STEM program to the SYCC offerings, including some very positive talks with Christy Miller, Superintendent of Upshur County Schools, regarding STEM. He hopes to draw interest from WVWC to partner with the STEM programming.

f. Revisit Board Meeting Schedule re; Ordinance No. 461 – Mayor Skinner led a discussion regarding our future meeting schedule. Mr. Nestor expressed a desire to meet more frequently to stay informed about the progress of the programs offered at the Center, as well as the new

possibilities that a STEM program may bring. Mayor Skinner suggested that we begin meeting every other month, on the first Thursday at 5:00 p.m., starting with a meeting on October 2, 2025.

Bucklew/Shobe motioned to change the schedule of the SYCC Board meetings to every other month on the first Thursday at 5:00 p.m., starting with a meeting on October 2, 2025. The motion carried.

Mr. Nestor then led a discussion on relocating some of the meetings to the Stockert Youth and Community Center, allowing Board Members to take a tour of the facility, review programs, and facilities. No action was taken.

10. Reports of Events, Correspondence, and Information – None

11. Board Member Comments and Announcements:

Willie Parker – Nothing additional.

Nancy Shobe – Nothing additional.

Pam Bucklew – She is pleased that we will be meeting more often.

Pam Martin – She spoke about the Garden Club work she participated in, and that an inspector showed up who was very complimentary about Stockert.

Don Nestor – Nothing additional.

Randy Sanders - Nothing additional.

No other comments were given.

12. Declaration of Adjournment:

Shobe made a motion to adjourn at 5:14 PM.

Mayor Robert N. Skinner III _____

Recorder Randall H. Sanders _____