Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: September 6, 2018

9:00 a.m.  Moment of Silent Meditation --- Pledge of Allegiance
          Approval of Minutes:
          • August 30, 2018

9:05 a.m.  Discuss property owned by Clarence and Dorothy Rowan located in Union Tax District – Tax Map 9E – Parcel Number 22.8

Items for Discussion / Action / Approval:

1. Approval and signature of Elkins Road PSD Phase III Waterline Extension Request for Release of Funds and Certification.*  

2. Approval and signature of Prevention Resource Officer Agreement between the Upshur County Board of Education, the Upshur County Sheriff’s Office and the Upshur County Commission. This agreement is for fiscal year 2018-2019 to have a Deputy Sheriff serve as Prevention Resource Officer at the Buckhannon-Upshur High School.*  

3. Approval and signature of Addendum to Prevention Resource Officer Agreement for Fiscal Year 2018-2019 Canine Officer. This agreement will supplement the above referenced Prevention Resource Officer Agreement and allow for the PRO to be in possession of a male Labrador retriever/German shorthaired pointer fully trained in narcotics detection and obedience to be utilized at the Buckhannon-Upshur High School. Once executed, this agreement will be reviewed by the Board of Education for approval. *  

4. Correspondence from Greg Harris, Facilities Director, requesting for Loretta L. Koone’s employment as a groundskeeper to be changed from “seasonal” to “part-time”, allowing her to work part-time year round as needed, effective November 25, 2018. Upon approval, Ms. Koone will continue to receive $10 an hour and work no more than 29.5 hours per week. Ms. Koone’s current temporary position was approved to continue through September or October, depending on the weather.*  

5. Correspondence from Doyle R. Cutright, Upshur County Emergency Communications Center Director, requesting the reinstatement of employment of Stephanie M. Jack as full-time E-911 Communications Center Supervisor. Ms. Jack’s certifications are current and valid at this time. Upon approval, Ms. Jack’s hourly rate of pay will be $12.50, effective September 9, 2018. Director Cutright further requests that the Commission make an exception to the advertisement requirement for appointment procedures per the Appointment Procedure Policy within the Employee Handbook of Personnel Guidelines.*  

6. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility
For Your Information:
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Correspondence from State Auditor John B. McCuskey providing notice of the 2018 State Auditor’s Training Seminar for County and Municipal Boards and Authorities.

2. Newsletters and/or Event Notifications:
   - Spread the Love Peanut Butter Drive benefitting the Parish House – September 10th – 15th
   - Buckhannon Truck Fest – September 14th and 15th at the City of Buckhannon Public Safety Complex
   - Upshur County Children’s Festival – September 15th from 10 am to 2 pm at Stockert Youth Center

3. Agendas and/or Notice of Meetings:
   - Elkins Road PSD September 4, 2018
   - City Council of Buckhannon September 6, 2018

4. Meeting Minutes:

5. Meetings:
   - 09/04/18 5:30 p.m. Elkins Road PSD
   - 09/04/18 4:00 p.m. Hodgesville PSD
   - 09/06/18 7:00 p.m. Banks District VFD
   - 09/06/18 7:00 p.m. Selbyville VFD
   - 09/10/18 12:00 p.m. Upshur County Family Resource Network
   - 09/10/18 4:30 p.m. Upshur County Solid Waste Authority
   - 09/10/18 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
   - 09/10/18 6:00 p.m. Lewis-Upshur Community Corrections Board-Upshur County
   - 09/11/18 7:30 p.m. Adrian VFD
   - 09/06/18 6:00 p.m. Buckhannon-Upshur Board of Health
   - 09/19/18 7:00 a.m. Upshur County Development Authority – Full Board
   - 09/12/18 12:00 p.m. Upshur County Senior Center Board
   - 09/13/18 3:00 p.m. Upshur County Conventions & Visitors Bureau
   - 09/12/18 6:00 p.m. Upshur County Citizens Corp – CERT
   - 09/12/18 7:30 p.m. Warren District VFD
   - 09/13/18 10:00 a.m. Adrian PSD
   - 09/12/18 3:00 p.m. Tennerton PSD
   - 09/13/18 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
   - 09/13/18 7:30 p.m. Buckhannon VFD
   - 09/13/18 4:00 p.m. Buckhannon Upshur Airport Authority
   - 09/20/18 6:30 p.m. Upshur County Youth Camp Board – Selbyville
   - 09/16/18 6:00 p.m. Washington District VFD
   - 09/17/18 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
• 09/18/18  4:00 p.m.  Upshur County Public Library Board
• TBD      10:00 a.m.  Wes-Mon-Ty Resource Conservation & Development Council
• 09/18/18  6:30 p.m.  Upshur County Fire Board, Inc.
• 09/18/18  5:00 p.m.  UC Enhanced Emergency Telephone Advisory Board
• 09/12/18  7:00 p.m.  Ellamore VFD
• 09/19/18  12:00 p.m. Lewis Upshur LEPC --- Lewis location
• 09/20/18  2:00 p.m.  Upshur County Farmland Protection Board
• 09/26/18  10:00 a.m. James W. Curry Advisory Board
• 09/24/18  6:00 p.m.  Upshur County Fire Fighters Association
• 09/12/18  7:00 p.m.  Buckhannon River Watershed Association - Board of Directors
• 10/23/18  12:00 p.m. Region VII Planning & Development Council

6. Appointments Needed or Upcoming:
   • Upshur County Public Library Board (unexpired term June 30, 2019) – Commission Appointment

Tabled Items
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Discuss property owned by Thomas Moates located in Warren Tax District – Tax Map 6C – Parcel Number 41 *(last extension was approved during April 5th meeting)*

2. Discussion and/or action regarding the scheduling of a hearing for the removal of Michael E. Vest as Administrator of the Estate of Ernest Junior Vest, deceased.

3. Discuss Animal Outreach Project’s request for funds from the spay/neuter account to serve as a match for their grant award

Next Regular Meeting of the Upshur County Commission
September 13, 2018 --- 9:00 a.m.
Upshur County Courthouse Annex
This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

### Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

<table>
<thead>
<tr>
<th>1. Program Title(s)</th>
<th>2. HUD/State Identification Number</th>
<th>3. Recipient Identification Number (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Community Development Block Grant</strong></td>
<td>16SCBG0008</td>
<td>394</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. OMB Catalog Number(s)</th>
<th>5. Name and address of responsible entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.228 HUD CDBG/State's Program</td>
<td>Upshur County Commission</td>
</tr>
</tbody>
</table>

6. For information about this request, contact (name & phone number)

James S. Marshall
304.472.6564

7. Name and address of recipient (if different than responsible entity)

WV Development Office; Community Development
1900 Kanawha Boulevard, East
Building 3; Suite 700
Charleston, WV 25305

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

<table>
<thead>
<tr>
<th>9. Program Activity(ies)/Project Name(s)</th>
<th>10. Location (Street address, city, county, State)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Elkins Road PSD - Phase III Waterline Extension</strong></td>
<td>Northeastern Upshur County, primarily all of Union District and northern Washington District.</td>
</tr>
</tbody>
</table>

11. Program Activity/Project Description

This project is to extend services and provide quality and dependable potable water and fire protection service to approximately 82 new customers in the Union and Washington Magisterial Districts of Upshur County, West Virginia. This phase of the project will connect to previously completed phases of Elkins Road PSD projects. The project will also include the upgrade of two existing water storage tanks, replacement of deteriorated water lines, two booster stations, emergency generators, and construction of a new PSD office building and PSD storage garage.
Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.

2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.

3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.

4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did [ ] did not [X] require the preparation and dissemination of an environmental impact statement.

5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.

6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.

7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Commission President

Date signed

Address of Certifying Officer

Upshur County Commission

91 West Main Street

Buckhannon, WV 26201

X

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)
PREVENTION RESOURCE OFFICER AGREEMENT

Between:

• The Upshur County Board of Education,

• The Upshur County Sheriff’s Office, and

• The Upshur County Commission

For Fiscal Year 2018-2019 Prevention Resource Officer

This agreement made and entered into this 13th day of August 2018 by and between the Upshur County Board of Education (hereinafter referred to as "BOARD"), the Upshur County Commission, (hereinafter referred to as “COMMISSION”, and the Upshur County Sheriff’s Office, hereinafter referred to as "SHERIFF").

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the COMMISSION and the SHERIFF agree for the BOARD to have a Deputy Sheriff serve as Prevention Resource Officer at Buckhannon Upshur High School and;

WHEREAS, the BOARD, the COMMISSION and the SHERIFF understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the BOARD, the COMMISSION and the SHERIFF realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE COMMISSION and SHERIFF

1.01 The COMMISSION and SHERIFF shall provide one Deputy Sheriff, assigned as a Prevention Resource Officer, (hereinafter referred to as ·PRO") to the Buckhannon-Upshur High School operated by the BOARD.
1.02 PRO shall abide by the Upshur County Board of Education policies and procedures, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The Upshur County Board of Education shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student’s instruction in various aspects of law enforcement, public safety and education as requested and supervised by the principal and teachers.

1.04 The SHERIFF shall be responsible for the control and direction of all aspects of employment of the Deputy Sheriff assigned to the PRO Program. The Deputy Sheriff shall adhere to the Policy and Procedures Manual of the Upshur County Sheriff’s Office.

1.05 The SHERIFF shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 The SHERIFF shall be responsible for all non-salary expenses (excluding benefits billed to the Board of Education) related to the PRO position; to include Travel, Law Enforcement Training, Gasoline, Equipment, Uniforms, Office Space, Telephone, Supplies, Vehicle and Vehicle Maintenance.

1.07 The SHERIFF and the COMMISSION shall hold harmless the BOARD for any injuries suffered by the Prevention Resource Officer arising under their employment with the PRO program. The COMMISSION shall provide workers compensation insurance coverage for the Deputy Sheriff at all times.

1.08 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or to be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by law. The Pro will perform duties according to the following:

a) Perform law enforcement functions within the school setting.
b) Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
c) Foster a better understanding of the law enforcement function.
d) Develop a better appreciation of citizen’s rights, obligations and responsibilities.
e) Provide information about crime prevention.
f) Provide assistance and support for crime victims identified within the school setting.
g) Promote positive relations between students and law enforcement officers.
h) Enhance knowledge of the fundamental concepts and structure of law.
i) Adhere to confidentiality requirements.
1.09 The Deputy Sheriff may not be changed during the course of the agreement by the COMMISSION and the SHERIFF unless the substitute officer has received the required training or mutually agreed upon training in lieu thereof. The PRO shall be on duty at the school in adherence to the Board’s approved school calendar during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless a police emergency arises, law enforcement requirements prohibit such duty assignment, or when needed for training.

1.10 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday, nor require the PRO to leave his/her jurisdiction, but the PRO shall have the option if they choose do so with the approval of the SHERIFF. The BOARD shall be responsible for any and all costs associated with the PRO attendance at these types of events.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The principal at Buckhannon Upshur High School shall be the on-site contact person for the PRO. The Superintendent shall designate the Prevention Resource Officer Coordinator to serve as the BOARD liaison for the program.

2.02 Payments to the COMMISSION from the BOARD shall be made in quarterly installments upon submission of quarterly invoices by the COMMISSION and certification by the principal or his/her designee that the services were rendered. The quarterly payment shall be based on the annual salary expense including benefits for the time worked by the PRO on behalf of the BOARD during the quarter. The Board will be responsible for the full amount of benefits that are fixed as to their annual amount, including but not limited to, items such as health insurance, other post-employment benefit liability charges, health care reimbursement account charges; benefits that vary with the rate of pay such as FICA and Workers Compensation will be prorated between the BOARD’s share and the SHERIFF’s share of the calculated cost. Overtime will be the responsibility of the Board only when it relates to activities of the officer in the performance of duties defined under the PRO agreement. All other overtime is the responsibility of the SHERIFF and the COMMISSION. The BOARD’s approved school calendar, including legal school holidays, will be the basis for calculating the amount of reimbursement due to the COMMISSION. On days when school is closed or curtailed due to inclement weather or other conditions, the school principal and the SHERIFF will mutually agree as to the work assignment for the PRO and the resultant portion of the officer’s time to be billed to the BOARD. In addition to the days included in the above referenced school calendar, the officer’s time related to his required PRO training will also be billed to the Board. As mutually agreed to by the school principal and the SHERIFF, the PRO may need to work in the school for up to three days after the end of the school calendar to complete record keeping and other needed tasks. The quarterly payment shall be offset by any applicable grant funding available for the PRO program. Payment shall be made within thirty (30) days of receipt of the invoice.
SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a twelve (12) month term beginning the 1st day of July 2018, through the 30th day of June 2019.

3.02 This agreement shall continue in effect until the duration of the term as described in paragraph 3.01 or until terminated by either of the parties in accordance with the term listed in Section 4.01 below.

SECTION 4. TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination. In the event that the BOARD terminates this agreement and/or does not renew an agreement for the PRO position for an upcoming fiscal year, the BOARD shall be responsible for any and all costs associated with the closing of the PRO officer position. Such cost shall include, but not limited to, any unemployment compensation due to a reduction in force in the law enforcement area of the COMMISSION and SHERIFF as a result of the closing of the PRO position or program as outlined in Section 6.02.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify end save harmless the COMMISSION and the SHERIFF for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. The COMMISSION agrees to indemnity and save harmless the BOARD of any liability whatsoever arising to employment as defined by county ordinances and state statutes. Nothing in this Agreement shall be construed to affect in any way the BOARD or the COMMISSION'S rights, privileges, and immunities.

6.02 The BOARD agrees to indemnify the COMMISSION and the SHERIFF for any costs associated with the elimination of this position should the BOARD no longer wish to employ a PRO at the end of the term of this agreement or renewal as outlined in Section 4.01 above. The BOARD understands that the SHERIFF and the COMMISSION have created a new position in the Sheriff's Office at the BOARD's
request and for their benefit; therefore, any costs associated with the termination of this position at the end of this contract or renewal, including but not limited to unemployment compensation expenses, shall be reimbursed to the COMMISSION by the BOARD. Furthermore, should the COMMISSION and/or the SHERIFF be prohibited by law from eliminating this position from the Sheriff's Office, the BOARD agrees to indemnify the COMMISSION and the SHERIFF for the continuing costs associated with salary and benefits of the position until such time as the position can be lawfully eliminated.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement, or any of its rights or obligations, in whole or in part, to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections shall in no way effect the validity of this Agreement. The failure to exercise, by either party, any of its rights herein contained, shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and inure to the benefit of the successors of the BOARD, the COMMISSION and the SHERIFF,

SECTION 11. NOTICES

11.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:
ADDENDUM TO PREVENTION RESOURCE OFFICER AGREEMENT

Between:

- The Upshur County Board of Education,
- The Upshur County Sheriff’s Department; and,
- The Upshur County Commission

For Fiscal Year 2018-2019 Canine Officer

This agreement made and entered into this 6th day of September, 2018 by and between the Upshur County Board of Education (hereinafter referred to as “Board”), the Upshur County Commission, (hereinafter referred to as “Commission”), and the Upshur County Sheriff’s Department, (hereinafter referred to as “Sheriff”) supplements the attached Prevention Resource Officer Agreement (“PRO Agreement”).

The parties acknowledge that the PRO Agreement governs their respective conduct. Therefore, the PRO Agreement is incorporated into this Addendum as if set forth verbatim herein.

WITNESSETH

WHEREAS, the Board, the Commission and the Sheriff agree for the Prevention Resource Officer (hereinafter referred to as “PRO”) to be in possession of a Male Labrador Retriever/German Shorthaired Pointer fully trained in narcotics detection and obedience to be utilized at the Buckhannon-Upshur High School; and

WHEREAS, the Board, the Commission and the Sheriff understand that the purpose of having a canine accompany the PRO will be to assist in the prevention of juvenile delinquency and to detect and respond to conditions which give rise to delinquency; and,

WHEREAS, the Board, the Commission and the Sheriff realize the addition of a canine is a great benefit to school administration, students and the community as a whole; and

WHEREAS, nothing contained within this Addendum alters the duties set forth within the PRO Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF THE COMMISSION and SHERIFF

1.01 The Commission and the Sheriff shall assign one canine to the Buckhannon-Upshur High School operated by the Board with the understanding that this canine may assist the PRO as needed in other schools operated by the Board.

1.02 The PRO will be responsible for the canine while on the Board property at all times and shall not leave the canine unattended at any given time.

Page 1 of 3
1.03 It is understood and agreed that all inspections of lockers, desks, or other objects or personal property on school grounds involving the use of the canine shall be conducted in accordance with the policies and procedures established by the Board.

1.04 The Sheriff shall ensure that the exercise of the law enforcement powers by the PRO and canine are in compliance with the authority granted by law.

1.05 The Sheriff and the Commission shall hold harmless the Board for any injuries suffered by the canine arising while performing services on the Board property.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE COMMISSION and BOARD

2.01 Veterinary examinations, food and all other expenses will be split evenly (50/50) between the Commission and Board.

2.02 In addition to the above expenses, seven hours of overtime per pay period is required for animal handling at an annual cost of $6,199.71 to be split evenly (50/50) by the Commission and Board. Therefore, the Board will pay $3,099.86 in overtime pay for animal handling and the Commission will pay $3,099.85 in overtime pay for animal handling. This pay is in recognition of additional responsibilities off the job associated with transportation, feeding, grooming, care, and training of the assigned canine. This sum includes overtime wages, FICA/FedMed and Retirement for the PRO.

2.03 Payments to the Commission from the Board shall be made in quarterly installments upon submission of quarterly invoices by the Commission and certification by the principal or his/her designee that the services were rendered. Payment shall be made within thirty (30) days of receipt of the invoice.

2.04 Should the PRO’s employment with the Commission or Board cease, the canine will receive a new handler and receive additional training at that time, with the cost of said training to be split evenly (50/50) by the Commission and the Board.

WITNESSETH this 6th day of September, 2018:

______________________________
Upshur County Commission

By Samuel R. Nolte       its Commission President
Upshur County Board of Education

By __________________________ its __________________________

Upshur County Sheriff’s Department

By __________________________ its __________________________
Commissioners,

Loretta L. Koone's seasonal part-time employment as groundskeeper will be ending at the end of October, 2018. I would like to request that Ms. Koone's employment status be changed from "seasonal" to "part-time", allowing her to work part-time year round as needed. If approved, Ms. Koone's part-time employment will be effective Sunday, November 25, 2018; she will continue to receive $10.00 per hour, and work no more than 29.5 hours per week. Due to the status change and number of hours worked, Ms. Koone and the Commission will be required to contribute to the Public Employees Retirement System (PERS).

Thank you,

Greg Harris, Facilities Director
To: ALL WEST VIRGINIA COUNTY COMMISSIONERS

We recognize some of our local boards and authorities are not aware of certain laws, regulations and reporting requirements for which they are responsible. New standards are established, existing ones may have been changed, and the people who hold those positions of responsibility change as well. Therefore, the State Auditor’s Office will once again be providing training to members and staff of the municipal and county boards and authorities, free of charge.

Because we do not know what boards and authorities you have within your local government, we are asking you to please forward this information to the people in those positions. We will be providing these free training seminars at five different locations throughout the state. Although they are free to attend, we are asking everyone to pre-register for our planning purposes.

Not only will attendees benefit from the sessions we offer, but also they will have the opportunity to network with others in similar positions, with similar concerns. The training we are offering has been designed to assist those on boards and authorities with skills and knowledge, for adequate controls and oversight, relating to the financial reporting and internal control process.

Enclosed you will find the agenda and registration form for these free training events. Please contact a member of our Local Government Services staff at 304-627-2415, if you have any questions.

Sincerely,

John B. McCuskey
State Auditor
State Auditor J.B. McCuskey, through his Local Government Services Division, is pleased to extend this invitation to the Annual Training Seminars for County and Municipal Boards and Authorities during the months of October and November at various locations throughout West Virginia.

<table>
<thead>
<tr>
<th>City</th>
<th>Seminar Date</th>
<th>Location</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheeling, WV</td>
<td>Thursday, October 4</td>
<td>Hampton Inn &amp; Suites 35 Bob Wise Dr., Triadelphia</td>
<td>September 27</td>
</tr>
<tr>
<td>So Charleston, WV</td>
<td>Thursday, October 11</td>
<td>Holiday Inn &amp; Suites 400 Second Ave., South Charleston</td>
<td>October 4</td>
</tr>
<tr>
<td>Martinsburg, WV</td>
<td>Thursday, October 18</td>
<td>Holiday Inn &amp; Suites 301 Foxcroft Ave., Martinsburg</td>
<td>October 11</td>
</tr>
<tr>
<td>Beckley, WV</td>
<td>Thursday, October 25</td>
<td>Holiday Inn &amp; Suites 114 Dry Hill Rd., Beckley</td>
<td>October 18</td>
</tr>
<tr>
<td>Bridgeport, WV</td>
<td>Thursday, November 2</td>
<td>Best Western Plus 100 Lodgeville Rd., Bridgeport</td>
<td>October 26</td>
</tr>
</tbody>
</table>

The registration fee has been waived, however, **pre-registration** is required.

*Although the fee has been waived, we must receive your registration before the deadline in order to have available space as well as food and beverages. Lunch will be provided.*

**ALL MEETINGS BEGIN AT 9:00 AM AND END APPROXIMATELY 4:00 PM. If we do not receive an adequate response for a particular location we may have to cancel the seminar for that location.**

Return this registration form no later than the deadline for the specific seminar. Please feel free to **make copies of this form for additional attendees**. For questions concerning these seminars contact: Local Government Services at (304) 627-2415 or Email: lgs@wvsao.gov.

**County and Municipal Boards & Authorities**

**FREE TO ATTEND, BUT YOU MUST REGISTER!**

**ONE NAME PER FORM PLEASE**

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<th>Name:</th>
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Mail to: Karen Drain, Admin. Support Boards & Authorities Training 153 West Main St., Suite C Clarksburg, West Virginia 26301

**OR FAX TO: 304-627-2417**

**OR EMAIL TO:** lgs@wvsao.gov

**IMPORTANT:** If unable to attend after registering, please call our office at 304-627-2415 to cancel.
2018 State Auditor's Seminar for Municipal and County Boards and Authorities

AGENDA

Times may fluctuate to accommodate audience participation and availability of speakers

8:00-9:00AM  Registration

9:00 AM  Welcome

9:10 AM  How Do the Ethics Laws Affect You

10:00 AM  Break

10:10 AM  Fraud in Local Governments

11:00 AM  Internal Controls & Policies and Procedures

11:30 AM  Excess Levies

12:00 PM  Lunch (provided)

12:45 PM  Taxable Fringe Benefits

1:45 PM  Break

2:00 PM  How to Use a Budget

3:00 PM  Financial Reporting Model

3:30 PM  Need to Know Facts, Local Government Trivia

Adjournment
SPREAD THE LOVE

PEANUT BUTTER DRIVE

Benefiting the Parish House
September 10-15

DROP OFF LOCATIONS:
• CVB/Chamber of Commerce
• Stone Tower Brews
• City Hall Lobby
• Sweet-A-Licious
• Court House Annex Lobby
Buckhannon Truck Fest 2018

September 14th and 15th

Buckhannon Truck Fest 2018 @ the City of Buckhannon Public Safety Complex September 14th 5 pm – 8 pm September 15th 9 am – 3 pm

- Friday evenings event will be showcasing all types of emergency response vehicles and will be in conjunction with Festival Fridays.

- Saturdays event is in conjunction with Stockert Youth Center’s Children Festival.

- There will be trucks, construction equipment, and military units on display.

- Kids will be able to climb inside to get a first hand look at these awesome machines.

- The operators will be on hand to explain how they work and to answer questions.

- This event is free of charge.
FREE!

Upshur County Children's Festival

Come Join Us

Saturday, September 15, 2018
at Stockert Youth Center
10 am - 2 pm

Giveaways
Games & Activities
Cornhole

Health Info & Demos

Magician

Bounce Houses

balloon animals

TRUCK FEST!

Face Painting

Food, door prizes and much more!

Contributors/Participants:

Stockert Youth Center © Upshur County FRN © UCARE
City of Buckhannon © Literacy Volunteers © Buckhannon Elks 1736
WV WIC © Community Care of WV © Mountain Cap
ELKINS ROAD PUBLIC SERVICE DISTRICT
Agenda

Meeting Regular Monthly Meeting
Date Tuesday, September 4, 2018

Start Time 5:30 PM
Place P.S.D. Office
4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson
Pledge of Allegiance
Roll Call Introduce Board of Directors
Chair/Treasurer-Carey Wagner, Secretary-Larry Heeter, Board Member-Sonny Matthews
Introduce Office Staff - Office Manager, Carolyn Douglas, Billing Clerk - Sharon Burr;
System Operator-David Wamsley
Recognize Current Customers
Approval of Minutes - August 7, 2018 Regular Monthly Meeting
Treasurer Report/Payment of Bills for September/bal. of August Invoices

ITEMS FOR DISCUSSION

WVCORP Annual Business Meeting - Attendance
Friday, September 21, 2018 @ Best Western Plus, Bridgeport
Time: 10:30 a.m. until completed plus lunch

Phase III Extension Project Update
Invoice payment approval
Update on Project
Pro-Const Sign Ups
Marcelia Garrison - Wolf Ridge Drive

Maintenance Report

Date & Time of October 2018 Meeting - Tuesday, October 2, 2018 @ 5:30 pm

Adjournment

Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!! ☺️

Rough Draft Prepared by Office Manager August 16, 2018
Prepared by Board Chair and Office Manager August 23, 2018
Posted and Available to the Public on August 31, 2018
City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, September 6, 2018

A. Call to Order
A.1 Moment of Silence
A.2 Pledge to the Flag of the United States of America
A.3 Mayor’s Greetings

B. Recognized Guests
B.1 David Howell, CPA-Audit Exit Conference
B.2 Timothy Reese-Gn Street Parking

C. Department & Board Reports
C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
C.2 Public Works Director- Jerry Arnold
C.3 Finance Director- Amberlee Jenkins
C.4 Revenue Review Committee Town Hall Meeting held 09/04/18
C.5 Fire Chief- J B Kimble
C.6 City Attorney- Tom O’Neil

D. Correspondence & Information
D.1 Letter from Resident RE: Parking on E Main Street
D.2 WYDDON District Seven Roads to Prosperity Report
D.3 Proclamation- Constitution Week
D.4 FOIA Request-Budgetary Information-Joshua Hinchman
D.5 Letter RE: BUAAB Line of Credit Support Transition
D.6 MOU John Moss, Trader’s Alley Wall, Letter of Understanding Newman - Trader’s Alley
D.7 People For Bikes Grant Program Request for Full Application
D.8 Spread the Love Peanut Butter Drive- September 10th -15th - Benefitting the Parish House
D.9 Buckhannon Truck Fest September 14th 5pm-8pm & September 15th 9am-3pm
D.10 Children’s Festival September 15th at SYCC 10am-2pm
D.11 COB Fall Fest September 26th-29th
D.12 Thank you letter from Community Care of WV – Paving of Locust/Kanawha St Alley
D.13 SYCC’s Elimination Dinner October 12th at the Brushy Fork Event Center
D.14 Halloween Events-SYCC’s Haunting October 26th & BPD’s Trunk or Treat October 30th

E. Consent Agenda
E.1 Approval of Minutes-Regular meeting 08/16/18
E.2 Approval of Building and Wiring Permits
E.3 Approval of Payment of the Bills
E.4 Resignation Buckhannon Volunteer Center Coordinator Sarah Campbell
E.5 Event Request-Hope And Help Assembly -Jawbone Park 09/23/18 1-6pm

F. Strategic Issues for Discussion and/or Vote
F.1 Resolution 2018-19 Acceptance Deed of Dedication John & Detra Moss Trader’s Alley Property
F.2 Resolution 2018-20 Acceptance Deed of Dedication Health Facilities Main Street Mental Property
F.3 Resolution 2018-21 Acceptance Deed of Dedication Health Facilities Trader’s Alley Property
F.4 Resolution 2018-22 Supporting Home Rule as a Permanent Program
F.5 Approval Prevention Resource Officer-PRO Agreement Renewal between COB, BPD & BOE
F.6 Discussion Drug House Ordinance
F.7 Discussion Residential Parking around WWCC
F.8 Authorization to Proceed with Notice of Public Hearing to consider Amendment to the City’s Home Rule Plan
F.9 Set Date for Trick or Treat October 31, 2018 6-7:30pm
F.10 Approval to Hire Buckhannon Volunteer Center Coordinator
F.11 UCC Request COB to Dredge Pringle Tree Boat Access for BUHS Football Boosters- Floottle

G. Comments and Announcements
G.1 Mary Albaugh
G.2 Pamela Cappari
G.3 C. J Rylands
G.4 Robbie Skinner
G.5 David Thomas
G.6 Colin Reger

H. Mayor’s Comments and Announcements

I. Adjournment

Next City Council Meeting Date Thursday, September 20, 2018