Upshur County Commission
Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: October 26, 2017

9:00 a.m.  Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• October 12, 2017
• October 13, 2017 - Canvassing Special (Road Bond) Election

Scheduled Appointments:

9:15 a.m.  Discuss property owned by Frank Kelley located in Washington Tax District – Tax Map 7J – Parcel Number 11.1

9:30 a.m.  Discuss property owned by Todd Spencer Walter Gould located in Washington Tax District – Tax Map 7J – Parcel Number 11

9:45 a.m.  Adjourn or Extend Assessment Appeals as per WV State Code §11-3-24b
(i) The board of assessment appeals shall meet as often as necessary until the work of the board is completed: Provided, That the board shall adjourn sine die not later than October 31 of the tax year unless the board, by majority vote, agrees to extend the term if necessary to afford the parties due process and to complete its work, after which it shall adjourn sine die.

Items for Discussion / Action / Approval:

1. Approval for Terry Cutright, Commission President, to sign Promissory Note Modification Agreement for loan number 119834. An original Loan Agreement was made and entered into on October 13, 2016 in the amount of $31,434. As of the Modification Agreement Date, the outstanding principal balance on the Promissory Note is $10,306.19 plus accrued interest and charges. By mutual agreement, the maturity date will be modified to be October 13, 2018.

2. Review and approval of Policy on Human Trafficking for Upshur County staff and volunteers.


4. Correspondence from Governor Jim Justice announcing the Justice Assistance Grant (JAG) Award in the amount of $18,000 to be used to provide a Prevention Resource Officer at Buckhannon – Upshur Middle School. Approval for Terry Cutright, Commission President, to sign the Contract Agreement, Standard Conditions, Certifications and Resolution for this grant.

5. Correspondence from Governor Jim Justice announcing the Victims of Crime Act (VOCA) Grant Award in the amount of $34,662 to be used to provide direct services to crime victims in Upshur County. Approval for Terry Cutright, Commission President, to sign the Contract Agreement, Standard Conditions, Certifications and Resolution for this grant.
6. Correspondence from Larry Alkire requesting consideration to serve on the Upshur County Fire Board (Community Representative – 3rd District) effective immediately. If approved, Mr. Alkire’s term will expire on June 30, 2020.

7. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exoneration/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. WV Courthouse Facilities Improvement Authority Fund 14th Cycle – Progress Report for the Upshur County Circuit Courtroom Project.


3. Correspondence from Dustin Zickefoose, Assessor, announcing the employment of Amy Elizabeth Day Farnsworth as Deputy Assessor. Ms. Farnsworth’s salary will be paid from the Revaluation Fund.

4. Newsletters and/or Event Notifications:
   - Howl-O-Ween October 29, 2017 1:00 p.m. – 2:00 p.m. at the Buckhannon Dog Park

5. Agendas and/or Notice of Meetings:
   - Upshur County Youth Camp Board September 21, 2017
   - Region VII Planning and Development Council October 23, 2017

6. Meeting Minutes:
   - Adrian Public Service District September 14, 2017
   - Adrian Public Service District Monthly Progress Report Phase VII September 21, 2017
   - Upshur County Fire Board September 19, 2017
   - Wes-Mon-Ty Resource Conservation & Development Council September 19, 2017
   - Upshur County Youth Camp Board September 21, 2017

7. Meetings:
   - 11/07/17 5:30 p.m. Elkins Road PSD
   - 11/07/17 4:00 p.m. Hodgesville PSD
   - 11/02/17 7:00 p.m. Banks District VFD
   - 11/02/17 7:00 p.m. Selbyville VFD
   - 11/13/17 12:00 p.m. Upshur County Family Resource Network - Cancelled
   - 11/13/17 4:30 p.m. Upshur County Solid Waste Authority
   - 11/13/17 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
   - 11/13/17 6:00 p.m. Lewis-Upshur Community Corrections Board-Lewis County
• 11/14/17  7:30 p.m.  Adrian VFD
• 11/02/17  6:00 p.m.  Buckhannon-Upshur Board of Health
• 11/15/17  7:00 a.m.  Upshur County Development Authority
• 11/08/17  12:00 p.m.  Upshur County Senior Center Board
• 11/09/17  3:00 p.m.  Upshur County Conventions & Visitors Bureau – Event Center at Brushy Fork
• 11/08/17  6:00 p.m.  Upshur County Citizens Corp – CERT
• 11/08/17  7:30 p.m.  Warren District VFD
• 11/09/17  1:00 p.m.  Adrian PSD
• 11/08/17  3:00 p.m.  Tennerton PSD
• 11/09/17  4:00 p.m.  Upshur County Safe Sites & Structures Ordinance Board
• 11/09/17  7:30 p.m.  Buckhannon VFD
• 11/09/17  4:00 p.m.  Buckhannon Upshur Airport Authority
• 11/16/17  6:30 p.m.  Upshur County Youth Camp Board
• 11/19/17  6:00 p.m.  Washington District VFD
• 11/20/17  12:00 p.m.  Buckhannon-Upshur Chamber of Commerce
• 11/21/17  4:00 p.m.  Upshur County Public Library Board
• 11/27/17  10:00 a.m.  Wes-Mon-Ty Resource Conservation & Development Council
• 11/21/17  6:30 p.m.  Upshur County Fire Board, Inc. – CANCELLED
• 11/15/17  6:30 p.m.  Upshur County Fire Board, Inc. – Special Meeting
• 11/21/17  5:00 p.m.  UC Enhanced Emergency Telephone Advisory Board
• 11/08/17  7:00 p.m.  Ellamore VFD
• 11/15/17  12:00 p.m.  Lewis Upshur LEPC --- Lewis location
• 11/16/17  3:00 p.m.  Upshur County Farmland Protection Board
• 11/27/17  6:00 p.m.  Upshur County Fire Fighters Association
• 11/08/17  7:00 p.m.  Buckhannon River Watershed Association - Board of Directors
• 11/27/17  11:00 a.m.  Region VI Local Elected Officials – Annual Meeting

8. Appointments Needed or Upcoming:
   • Upshur County Fire Board (Community Representative – 3rd District) – June 30, 2017

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

1. US Census Bureau local updated census address project

Next Regular Meeting of the Upshur County Commission
November 2, 2017 — 9:00 a.m.
Upshur County Courthouse Annex
Promissory Note
Modification Agreement
Number # (119834)

An original Loan Agreement (#119834) was made and entered into on **October 13, 2016**, by and between **Upshur County Commission (Maker)** and **Progressive Bank, N.A. (Bank)**.

**Witnesseth:**
Whereas, **Maker** heretofore executed a **$31,434.00** promissory note dated **October 13, 2016** in favor of **Bank** as same may have been amended or modified from time to time; and, Whereas, **Maker** hereby acknowledges, agrees, verifies, ratifies and affirms that as of Modification Agreement Date, the outstanding principal balance on the Promissory Note is **$10,306.19** plus accrued interest and charges; and, Whereas, **Maker** has requested that the Promissory Note be modified to the limited extent as hereinafter set forth; and, Whereas, **Bank** has agreed to such modification; Now Therefore, by mutual agreement of the parties and in mutual consideration of the premises and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree that the Promissory Note is modified as hereinafter indicated.

**Promissory Note Section to be Modified:**

**Maturity Date.** The Maturity Date of the Promissory Note, shall be modified as follows: The Maturity Date shall be - **October 13, 2018**.

**Terms and Conditions:**
This Agreement is a modification only. Except for the above-quoted modification(s), the Promissory Note, any agreement or security document executed in connection therewith, and all the terms and conditions thereof, shall be and remain in full force and effect with the changes herein deemed to be incorporated therein. This Agreement is to be considered attached to the Promissory Note and a part thereof. This Agreement shall not release or affect the liability of any guarantor, surety or endorser of the Promissory Note or release any owner of collateral security the Promissory Note. The validity, priority and enforceability of the Promissory Note and any agreement or security document shall not be impaired hereby. To the extent that any provision of this Modification Agreement conflicts with any term or condition set forth in the Promissory Note, or any agreement or security document executed in conjunction therewith, the provisions of this Modification Agreement shall supersede and control. **Maker** acknowledges and agrees that as of the Modification Agreement Date, there are no claims, setoffs or defenses or rights to claims, setoffs or defenses to payment of the Promissory Note.

**Borrower:** **Upshur County Commission**

by: ________________________________

Terry B. Cutright, President of Upshur County Commission

Date

**Progressive Bank, N.A. Acceptance**

The foregoing Promissory Note Modification Agreement is hereby agreed to and acknowledged this _____ day of ________________, 20___.

**Progressive Bank, N.A.**

by: ________________________________

Vickie D. Poling, Loan Officer
POLICY ON HUMAN TRAFFICKING
Staff and Volunteers

The United States Government has adopted a zero tolerance policy prohibiting human trafficking per 48 C.F.R. 52.222-50. Therefore, the Upshur County Commission is committed to a work and volunteer environment free of human trafficking. The Upshur County Commission has a zero tolerance policy on any type of trafficking of persons. Any individual suspected to be criminally involved in the human trafficking of another person will be removed from public contact immediately, with possible suspension determined on a case-by-case basis, and a report made to appropriate state and/or federal law enforcement agencies. If an individual is criminally found to be guilty of human trafficking, she/he will be terminated immediately from employment with the Upshur County Commission.

Trafficking can have multiple forms including recruitment, harboring, transportation/transfer or receipt of a person by means of force, threat or other forms of coercion for sex trade, slavery and/or involuntary servitude. Human trafficking can also include abduction, fraud, deception, abuse of power, of a position of vulnerability, the giving or receiving of payments/benefits to achieve the consent of a person having control over another person for the purpose of exploitation for sex trade, slavery and/or involuntary servitude.

If an Upshur County employee is or becomes a victim of human trafficking, the Upshur County Commission will offer support, advocacy and assistance in getting this individual to safety and trauma-focused services, if desired. The Upshur County Commission will also remain a source of support and advocacy through any criminal justice process related to the victimization.
THE COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA

POLICY ON USE OF ARREST AND CONVICTION RECORDS

IN MAKING HIRING DECISIONS

In accordance with Title VII of the Civil Rights Act of 1964, the Upshur County Commission adopts the following policy regarding the use of arrest and conviction records in making hiring decisions.

1. When making hiring decisions, the Upshur County Commission shall not treat people with similar criminal records differently because of their actual or perceived race, national origin, or another Title VII-protected characteristic which includes color, sex, and religion.

2. The Upshur County Commission shall not use policies or practices that screen individuals based on criminal history information if:

   A. They significantly disadvantage Title VII-protected individuals such as African Americans and Hispanics; AND
   B. They do not help the employer accurately decide if the person is likely to be a responsible, reliable, or safe employee.

3. A decision not to hire based on conviction records may be done out of business necessity. However, the following factors shall be used in making a decision not to hire out of business necessity:

   A. The nature and gravity of the offense or offenses;
   B. The time that has passed since the conviction and/or completion of the sentence; and
   C. The nature of the job held or sought.

4. The fact that an individual was arrested is not proof that he engaged in criminal conduct. Therefore, an individual’s arrest record standing alone may not be used by the Upshur County Commission to make a negative employment action (e.g., not hiring, firing or suspending an applicant or employee). However, an arrest may trigger an inquiry into whether the conduct underlying the arrest justifies such action. In contrast, a conviction records will usually be sufficient to demonstrate that a person engaged in particular criminal conduct. In certain circumstances, however, there may be reasons for the Upshur County Commission not to rely on the conviction record alone when making an employment decision.

5. A conviction record will not necessarily be a bar to employment. A potential new hire with an arrest and/or criminal record may request an “individualized assessment”. “Individualized assessment” generally means that an employer informs the individual that he/she may be excluded because of past criminal conduct; provides an opportunity to the individual to demonstrate that the exclusion does not properly apply to him; and considers whether the individual’s additional information shows that the policy as applied is not job related and consistent with business necessity.
6. All information about applicants' and employees' criminal records will be kept strictly confidential. Applicants' and employees' criminal records may only be used for the intended purpose of determining an individual's fitness for a particular job with the Upshur County Commission.

7. Upshur County Commission managers, hiring officials, and decision makers shall be trained on how to implement this policy consistent with Title VII of the Civil Rights Act of 1964.
The Honorable Terry Cutright  
President  
Upshur County Commission  
38 West Main Street  
Buckhannon, West Virginia  26201

Dear Commissioner Cutright:

I am pleased to inform you that I have approved a Justice Assistance Grant (JAG) award to the Upshur County Commission in the amount of $18,000. Funds will provide a Prevention Resource Officer at Buckhannon-Upshur Middle School.

Please let me know if our Division of Justice and Community Services’ staff or I can be of further assistance.

Sincerely,

Jim Justice  
Governor

JJ/bjw

c:  Ms. Jodie Akers
The Honorable Terry Cutchit
President
Upshur County Commission
38 West Main Street
Buckhannon, West Virginia 26201

Re: Approved Funding – $18,000.00
Upshur County Commission
Project Number: 17-JAG-21

Dear Commissioner Cutchit:

Congratulations on your recent award for a Justice Assistance Grant (JAG) award. Enclosed you will find:

- Contract
- Sample Resolution
- Standard Conditions
- Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement
- EEOC Certification – Two (2) forms – one completed form to be mailed to the Office for Civil Rights at the address listed on the form and one completed form returned to the Division of Justice and Community Services

To formalize your acceptance of this grant award, please sign the contract, certifications and affect a resolution (if necessary) and return all originals to this office by Wednesday, November 1, 2017.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, extension 53331, or via email at Tanisha.C.Travis@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,

Tanisha C. Travis
Senior Justice Program Specialist

TCT/amw
cc: Ms. Jodie Akers (all enclosures)
Grant File (all enclosures)

Enclosures
GRANT CONTRACT AGREEMENT

BETWEEN

DIVISION OF JUSTICE AND COMMUNITY SERVICES

AND

Upshur County Commission

17-JAG-21

This AGREEMENT, entered into this 16th day of October 2017 by the Director of the Division of Justice and Community Services, hereinafter referred to as “DJCS”, and the Upshur County Commission, hereinafter referred to as “Grantee.”

WHEREAS, DJCS is the recipient of a Justice Assistance Grant from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds for: Funds will provide for a Prevention Resource Officer for Buckhannon-Upshur Middle School.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.

2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.

3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.

4. The Grantee will commence its duties under the Agreement on July 1, 2017, and shall continue those services/activities until June 30, 2018. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to $18,000.00 all be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.

6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds once per month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.

8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.

9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.

10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.

11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.

14. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:

   a. Division of Justice and Community Services
      1124 Smith Street, Suite 3100
      Charleston, West Virginia 25301-1323

   b. **Grantee Mailing Address:**
      Upshur County Commission
      38 West Main Street
      Buckhannon, West Virginia 26201

15. The Grantee shall hold and save DJCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

**IN WITNESS WHEREOF**, the parties hereto attach their signatures representing that each is acting with full authority.

______________________________
Terry Cutright, President
Upshur County Commission

______________________________
W. Richard Staton, Director
Division of Justice and Community Services
RESOLUTION

The Commission of **Upshur County** met on ____________ (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission of **Upshur County** hereby authorizes **Terry Cutright, President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Justice Assistance Grant program.

Signed: ___________________________
County Clerk
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>WV JAG Requested Funds (A)</th>
<th>Local (Match) Funds (B)</th>
<th>Total Budget (A + B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel/Contractual</td>
<td>18,000.00</td>
<td>6,000.00</td>
<td>24,000.00</td>
</tr>
<tr>
<td>Travel/Training</td>
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<tr>
<td>Equipment</td>
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<tr>
<td>Other</td>
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<td></td>
</tr>
<tr>
<td>Totals</td>
<td>18,000.00</td>
<td>6,000.00</td>
<td>24,000.00</td>
</tr>
</tbody>
</table>

*All funds must be rounded to the nearest whole dollar amount*

**Funding Strategy**

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAG</td>
<td>18,000.00</td>
<td>P</td>
</tr>
<tr>
<td>Upshur County Board of Education</td>
<td>6,000.00</td>
<td>C</td>
</tr>
</tbody>
</table>

| Total                                          | 24,000.00|

**Funding Source** - Separately list each source of funds that will be used in the program.

**Amount** - Enter the amount received or anticipated for each

**Status** - Indicate the status of each funding source as follows:

- P – Projected grant, loan or donation
- A – Application submitted and under review
- C – Funds Committed
- R – Funds received, appropriated or on hand
To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official: ______________________ |

Signature: ______________________

Title: ______________________

Date: ______________________
CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient’s Name: ___________________________ DUNS Number: ___________________________
Address: ____________________________________________
Grant Title: ___________________________ Grant Number: ___________________________
Name and Title of Contact Person: ___________________________
Telephone Number: ___________________________ E-Mail Address: ___________________________

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☐ Recipient is receiving an award less than $25,000.

I, ___________________________________________ [responsible official],
[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that ___________________________________________ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title ___________________________ Signature ___________________________ Date ____________

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, ___________________________________________ [responsible official],
[recipient] has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____________________________________________ [organization],
_____________________________________________ [address].

Print or Type Name and Title ___________________________ Signature ___________________________ Date ____________

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, ___________________________________________ [responsible official],
[recipient] has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on ________ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title ___________________________ Signature ___________________________ Date ____________

OMB Approval No. 1121-0340 Expiration Date: 05/31/14
(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(a) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employees of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 533 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40017.

Check ☐ if the State has elected to complete OJP Form 40617.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.815 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 510 Seventh Street NW, Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name 3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature 6. Date

October 16, 2017

The Honorable Terry B. Cutright
President
Upshur County Commission
38 West Main Street, Room 302
Buckhannon, West Virginia 26201

Dear Commissioner Cutright:

I am pleased to inform you that I have approved a grant award of $34,662 to the Upshur County Commission. These funds will be utilized to provide direct services to crime victims in Upshur County.

Please let me know if my Division of Justice and Community Services' staff or I can be of further assistance.

Sincerely,

Jim Justice
Governor

JJ/bjw
c: David Godwin
Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304)558-8814, extension 53314, or via email Leslie.R.Roberts@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,

Leslie R. Roberts
Justice Programs Specialist

LRR/amw

c: Mr. David Godwin (all attachments)
   Grant File (all attachments)

Enclosures
October 16, 2017

The Honorable Terry Cutright
President
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201

Re: Victims of Crime Act (VOCA)
Approved Funding – $34,662.00
Project Number: 15-VA-138

Dear Commissioner Cutright:

Congratulations on your recent award for a Victims of Crime Act (VOCA) Grant Award. Enclosed you will find:

- Contract Agreement
- Resolution
- Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; and
- EEOP Certification – Two (2) forms – one completed form to the Office for Civil Rights and one completed form returned to the Division of Justice and Community Services
- Standard, Special and Supplemental Conditions

Also, enclosed you will find a copy of the revised budget pages for the new grant. Please replace your original budget pages of the grant application with the enclosed revised budget pages. Do not send these revised pages back with the signed contract. These pages are for your grant records only. If a position was not funded, please revise your goals and objectives and submit a copy to DJCS.

If there were positions not funded under this grant, a revision of the goals and objectives of the grant may be required. This only applies if the unfunded positions were built in to the overall scope of the grant via the goals and objectives. Please note that revised goals and objectives (if applicable) are due back to DJCS no later than Wednesday, November 1, 2017.

To formalize your acceptance of this grant award, please sign the contract, certifications, conditions, affect a resolution, and return the originals to this office by November 1, 2017.
GRANT CONTRACT AGREEMENT

BETWEEN

DIVISION OF JUSTICE AND COMMUNITY SERVICES

AND

Upshur County Commission

15-VA-138

This AGREEMENT, entered into this 16th day of October 2017 by the Director of the Division of Justice and Community Services, hereinafter referred to as “DJCS”, and the Upshur County Commission hereinafter referred to as “Grantee.”

WHEREAS, DJCS is the recipient of a Victims of Crime Act (VOCA) Program Grant from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds. These funds will provide for a portion of a full-time Victim Advocate in the Upshur County Prosecuting Attorney’s Office to provide direct services to crime victims in Upshur County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.

2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.

3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.

4. The Grantee will commence its duties under the Agreement on October 1, 2017 and shall continue those services/activities until September 30, 2018. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to $34,662.00 shall be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.

6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds once per month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.

8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.

9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.

10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.

11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.

14. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:

   a. Division of Justice and Community Services
      1124 Smith Street, Suite 3100
      Charleston, West Virginia 25301-1323

   b. **Grantee Mailing Address:**
      Upshur County Commission
      91 W. Main Street, Suite 101
      Buckhannon, West Virginia 26201

15. The Grantee shall hold and save DJCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

    IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

---

Terry B. Cutright, President
Upshur County Commission

---

W. Richard Staton, Director
Division of Justice and Community Services
RESOLUTION

The Commission of the Upshur County Commission met on _____________ (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission hereby authorizes Terry B. Cutright, President of Upshur County Commission to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Victims of Crime Act (VOCA) grant program.

Signed: ____________________________

County Clerk
<table>
<thead>
<tr>
<th>Category</th>
<th>VOCA Grant Funds (A)</th>
<th>Matching Funds (B)</th>
<th>Total Funds (A + B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel and Contractual</td>
<td>$34,162</td>
<td>$6,861</td>
<td>$41,023</td>
</tr>
<tr>
<td>Travel and Training</td>
<td>$500</td>
<td>$0</td>
<td>$500</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Space</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
<td>$1,805</td>
<td>$1,805</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$34,662</strong></td>
<td><strong>$8,666</strong></td>
<td><strong>$43,328</strong></td>
</tr>
</tbody>
</table>

**FUNDING STRATEGY**

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOCA Grant Funds</td>
<td>$34,662</td>
<td>(A)</td>
</tr>
<tr>
<td>Match</td>
<td>$8,666</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$43,328</strong></td>
<td></td>
</tr>
</tbody>
</table>

*TOTAL FOR COLUMN A SHALL BE PLACED IN THE SPACE PROVIDED ON PAGE ONE FOR GRANT FUNDS REQUESTED.*
<table>
<thead>
<tr>
<th><strong>VOCA Grants Program</strong></th>
<th><strong>Itemization of Funds By Category</strong></th>
<th><strong>Page 4</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant: Upshur County Commission</td>
<td>Local Matching Funds</td>
<td>Requested VOCA Grant Funds</td>
</tr>
<tr>
<td>Personnel and Contractual:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F/T Victim Services Coordinator</td>
<td></td>
<td>$32,745</td>
</tr>
<tr>
<td>FICA 7.65% ($2,505)</td>
<td>$1,088</td>
<td>$1,417</td>
</tr>
<tr>
<td>W/C 0.22%</td>
<td>$72</td>
<td></td>
</tr>
<tr>
<td>Retirement 14.5%</td>
<td>$4,748</td>
<td></td>
</tr>
<tr>
<td>Volunteer Match: 95.3hrs x $10/hr</td>
<td></td>
<td>$953</td>
</tr>
<tr>
<td>Travel and Training:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DJCS Pre-Approved Travel/Training (in-state only)</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>Equipment ($5,000 or more &quot;per unit&quot;):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space (includes telephone):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office supplies/postage match</td>
<td></td>
<td>$1,805</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Local Matching Funds</td>
<td>$8,666</td>
<td>$8,666</td>
</tr>
<tr>
<td>Total Federal Funds</td>
<td></td>
<td>$34,662</td>
</tr>
<tr>
<td>Total Approved Project (DJCS ONLY)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION FORM
Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

<table>
<thead>
<tr>
<th>Recipient’s Name:</th>
<th>DUNS Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Title:</td>
<td>Grant Number:</td>
</tr>
<tr>
<td>Name and Title of Contact Person:</td>
<td>Award Amount:</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>E-Mail Address:</td>
</tr>
</tbody>
</table>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:
- Recipient has less than fifty employees.
- Recipient is an Indian tribe.
- Recipient is a medical institution.
- Recipient is a nonprofit organization.
- Recipient is an educational institution.
- Recipient is receiving an award less than $25,000.

I, ________________________, ____________-[recipient], certify that ________________________, ____________-[responsible official], is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that ________________________, ____________-[recipient], will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

<table>
<thead>
<tr>
<th>Print or Type Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, ________________________, ____________-[recipient], certify that ________________________, ____________-[responsible official], which has fifty or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

<table>
<thead>
<tr>
<th>Print or Type Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[organization],</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[address],</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, ________________________, ____________-[recipient], certify that ________________________, ____________-[responsible official], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on ________________________, ____________-[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

<table>
<thead>
<tr>
<th>Print or Type Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

OMB Approval No. 1121-0340 Expiration Date: 05/31/14
To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official: ____________________________ Title: ____________________________

Signature: ____________________________ Date: ____________________________
(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 833 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work being done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check ☐ if the State has elected to complete OJP Form 40617.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW, Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. contract</td>
<td>□ a. bid/offer/application</td>
<td>□ a. initial filing</td>
</tr>
<tr>
<td>□ b. grant</td>
<td>□ b. initial award</td>
<td>□ b. material change</td>
</tr>
<tr>
<td>□ c. cooperative agreement</td>
<td>□ c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>□ d. loan</td>
<td></td>
<td>year ________ quarter ________</td>
</tr>
<tr>
<td>□ e. loan guarantee</td>
<td></td>
<td>date of last report ____________</td>
</tr>
<tr>
<td>□ f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity:

□ Prime

□ Subawardee

Tier ________, if known:

Congressional District, if known:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: ____________

8. Federal Action Number, if known:

9. Award Amount, if known:

$ ____________

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a)

(last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: __________________________

Print Name: ________________________

Title: ______________________________

Telephone No.: _____________________

Date: ______________________________

**Federal Use Only:**

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)
Compliance with general appropriations – law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016 AppropriationsLawRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

FFATA Compliance

The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ACORN

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Non-discrimination of Students

The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

I certify that I have read the entire Standard and Special Conditions and Assurances of this grant program and agree to comply with these requirements.

Printed/Typed Authorized Official Name

SIGNATURE (Original) of Authorized Official

DATE
5. Monthly and Annual Reports

All monthly reports must be submitted by all funded agencies to DJCS by the 20th of each month. The 60-day late condition will be upheld and any agency not submitting reports will lose that month’s request for reimbursement. All other reports must be submitted by the due date required by DJCS.

I hereby acknowledge that I have read, understand, and will comply with these supplementary special conditions.

<table>
<thead>
<tr>
<th>SIGNATURE (Original) of Authorized Official</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE (Original) of Project Director</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
June 7, 2017

Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, WV 26201

RE: Commission Appointment to the Upshur County Fire Board, Inc.

Commissioners:

This letter serves as my official interest in your vacant appointment to the Upshur County Fire Board, Inc.

Related information as to why you should be considered.

If should have any questions, please do not hesitate to contact me.

Sincerely,

Larry Alkire

Name Larry Alkire

Address 2156 Alexander Rd
French Creek, WV 26218

Phone Number 364-924-5560
October 19, 2017

Melissa Garretson Smith
Executive Director
WV Courthouse Facilities Improvement Authority
2003 Quarry Street
Charleston, WV 25311

Project Number: 14cyc Upshur14 CY2017 49
Grant Number: 14cycUpshur2017

Dear Ms. Smith,

Please find enclosed the completed Progress Report for report period July 21, 2017 through October 20, 2017. If you have any questions, please feel free to contact our office.

Best regards,

[Signature]

Tabatha R. Perry
Assistant County Administrator

Enclosures: progress report
West Virginia

Courthouse Facilities Improvement Authority Fund

14th Cycle - Progress Report

<table>
<thead>
<tr>
<th>County Name: Upshur</th>
<th>Grant ID #: 14cycUpshu2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>Upshur County Commission</td>
<td></td>
</tr>
<tr>
<td>Upshur County Administrative Annex</td>
<td></td>
</tr>
<tr>
<td>91 West Main St., Suite 101</td>
<td></td>
</tr>
<tr>
<td>Buckhannon, WV 26201</td>
<td></td>
</tr>
<tr>
<td>Report Period: 2017</td>
<td></td>
</tr>
</tbody>
</table>

Report Completed By: Tabatha R. Perry
Title: Assistant County Administrator
Telephone #: 304-472-0535 ext. 2
Email Address: trperry@upshurcounty.org

Please describe activity, progress, achievements, and difficulties encountered below. If you have not expended any grant funding, please give an explanation of why. PLEASE BE DESCRIPTIVE. Reports must be submitted at the end of each quarter. Reports are due by the 20th of the month following each quarter. Therefore, a progress report is due by April 20th, July 20th, October 20th, and January 20th. More than 1 delinquent project report may result in funding restrictions or grant termination. In addition, a progress report must accompany all reimbursement requests. Email submission of this report is preferred. Send to melissa.smith@wvcfia.com.
Since Mid-July, the door leading into the hallway from the center of the Courtroom and the door leading into the juror room have been installed with appropriate lever hardware. Painting has been completed with the exception of the wall behind the Judge’s bench. This particular wall will be repaired and painted after demolition of the area for the wheelchair lift has been completed. These tasks have been completed by the County Maintenance staff.

In addition to the above, the maintenance crew has also reconfigured the juror box to allow for a wheelchair to enter and sit with fellow jurors as opposed to being secluded outside of the box. The maintenance crew cut into the front of the juror box, reconfigured the current step platform into a removable area that can be concealed within the space under the platform in the second row. When not in use, the removable platform can be positioned in a manner which will still allow space for a juror chair. The outside “shell” of the juror box had a matching latch door installed.

The first installment payment for the wheelchair lift was sent to D-C Elevator Company, Inc. on July 21, 2017. Payment was received and marked accordingly; however, after the Charleston office sent the funds to the corporate office located in Kentucky, they did not forward payment on to Lift-U until mid-September. I was informed this was due to a miscommunication between the two offices and was the result of a recent change of office procedures. Lift-U therefore received payment on September 27th but reluctantly began production of the custom lift on September 20th. I have been diligent in my efforts to have the wheelchair lift installed before the winter holiday season; however, working with D-C Elevator Company has been difficult and a prolonged process since June. A site coordination meeting is scheduled to be held on November 14, 2017. At that time, a Lift-U technician will apprise Greg Harris, Facilities Director, as to what needs to be demolished and prepared before the anticipated installation on December 19th. After the two-stage lift is installed, the framework will need to be rebuilt and then the project should be completed. Due to this delay, we will be requesting an extension to complete final paperwork and to allow extra time for the framework completion since this work must be completed around the Court schedule and holidays.

In the meantime, the Courtroom benches are scheduled to be delivered between November 8th and 10th, depending on when the carpet installation is complete. The carpet installation is scheduled to begin on November 6th.

To date, $61,437.30 has been expended on materials and advertising.
## Upshur County Sheriff’s Financial Statement

For Period Ending: September 2017

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>BEGINNING BALANCE</th>
<th>CURRENT MONTH COLLECTIONS</th>
<th>ORDERS ISSUED</th>
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<td>FUND - 105 ADRIAN PSV WATERLINE PHASE VI FUND</td>
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**FINAL TOTALS**

$6,422,142.56 $2,502,047.08 $2,443,600.12 $6,480,580.52

**BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:**

$8,277,570.94

**ORDERS/DEBITS OUTSTANDING:**

$4,632,656.84

**DEPOSITS/CREDITS OUTSTANDING:**

$2,833,956.42

**NET BANK BALANCE**

$6,478,830.52

**PETTY CASH / CASH DRAWERS**

$1,750.00

**CASH SPECIAL INVESTIGATION FUND**

$-

**ADJUSTMENT**

$-

**TOTAL IN COUNTY DEPOSITORIES AND OFFICE**

$6,480,580.52

---

I, David H. Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

David H. Coffman
Sheriff & Treasurer, Upshur County

10/18/2017
# Upshur County Sheriff's Financial Statement

For Period Ending: September 2017

Bank Balance Listing

<table>
<thead>
<tr>
<th>BANK NAME</th>
<th>ACCOUNT NAME</th>
<th>BANK BALANCE</th>
<th>OUTSTANDING CHECKS/DEBITS</th>
<th>OUTSTANDING DEPOSITS/CREDITS</th>
<th>BOOK BALANCE</th>
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<td>FIRST COMMUNITY BANK</td>
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### PROGRESSIVE BANK

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<td>CHILD EXCHG &amp; VISIT CTR</td>
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<td>$29,594.67</td>
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<td>BANK TOTAL</td>
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<td>$1,289,187.55</td>
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### SUMMARY:

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<td>TOTAL ALL BANKS</td>
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<td>GRAND TOTAL</td>
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Upshur County Commission,

I would like to announce the employment of Amy Elizabeth Farnsworth. Amy will be a deputy in the Upshur County Assessor’s Office. Amy will be starting employment on 10/24/2017. Mrs. Farnsworth will be paid from the assessor’s valuation fund beginning 10/24/2017. The Upshur County Assessor’s Office has obtained the necessary approval from the state tax department to employ Amy Farnsworth.

Thank you,

Dustin Zickefoose

Upshur County Assessor
Hewl-O-Ween

October 29, 2017
Buckhannon Dog Park
1 to 2 pm

Come strut your festive mutt!
Costumes optional
UPSHUR COUNTY YOUTH CAMP BOARD
AGENDA

September 21, 2017
Call to order 6:30 pm
Secretary report
Financial statement

Old Business:
1. CPG grant money
2. Increase camp rates
3. August 22 World Vision trip
4. Brownfield project
4. Ice machine
5. Laser printer
6. Fuel refund (is the camp eligible?)
7. Fuel tank on camp premises

New Business:
1. Plans for recreation hall
2.
Greg’s comments;

Adjournment

Next meeting will be held October 19, 2017 at 6:30 pm at the WVU Extension office.
AGENDA
October 23, 2017

12:00 p.m.

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Introductions
5. Approve minutes from July 24, 2017 meeting and September 22, 2017 Special Meeting
6. Treasurer’s Report
7. Chairman’s Report
8. Regional Hazard Mitigation Plan Update—JH Consulting
9. Executive Director’s Report
10. Proposed Consolidation of Regional Councils
11. WV State Allocation
12. Consider Projects for Review
13. Adjournment
Present from Adrian PSD were: Paul Spencer, Don Killingsworth, Philip Petrosky, Eric Brunn and Nina Monroe.
Visitors: Garry Walton and Rick Walton, residents of Holly Lane in Kanawha Head.

All motions are unanimous unless otherwise noted.

The meeting was called to order at 10:00 am by Chairman Spencer.

Visitors concerns – Garry Walton and Rick Walton – complaint about condition of their road. Want 25 ton of gravel. Eric will contact Trey about his observations from last month.
Minutes of the August 10, 2017 meeting were read. Motion to accept as read was made by Phil, second by Don.

Invoices were presented – Motion to pay was made by Phil, second by Don.

Old Business
- Phase VI – Indian Camp pump station generator is operational – Ed will get a tank for transporting fuel
- Phase VII – Contractor is still working on site preparation
- Phase VIII – Nothing new to report
- Craig Bessinger – Formal complaint with PSC – WV PSC engineer visited the site. We are preparing additional documents in response to PSC interrogatories.

New Business
Judith Strader – Has filed a formal complaint with PSC against Adrian PSD and JF Allen

Leak adjustment policy was reviewed by the board. Motion to approve was made by Phil, second by Don and signed by Paul.

Employee compensation review – The board entered executive session citing WV code 6-9a-4 to consider employee compensation. The board met separately with each employee.

Regular session resumed – the board approved pay increases for all employees.

Maintenance – Eric
Installed four (4) new taps
Repaired two (2) service leaks and three (3) mainline breaks
Beechtown burned up – took to Precision Pump for repair
Ordered 4” turbine for Beechtown

Office – Nina
Nothing new to report

The meeting adjourned at 1:00 pm. Next regular meeting will be October 12, 2017.

Board of Directors

Paul Spencer, Chairman
Don B. Killingsworth, Vice Chairman
Philip L. Petrosky, Sec., Treas.
Monthly Progress Meeting
Phase VII

Present from Adrian PSD were: Paul Spencer, Don B. Killingsworth, Philip Petrosky and Nina Monroe. Others present were: See attached sign in sheet.

Chairman Spencer called the meeting to order at 10:00 am and turned it over to Trey Hornor. Trey presented Requisition No. 2, Periodic estimate No 1. The project is 5.2% completed. Motion to approve the requisition was made by Don, second by Phil, signed by Paul Spencer, Trey Hornor and Joe Crickenberger.

Trey presented Calculation Sheet Determining Adverse Weather Days. Motion to approve was made by Phil, second by Don and signed by, Paul, Trey, Joe and the contractor’s representative.

Trey and the board will visit both tank sites.

Looked at Judith Strader complaint.

This concluded the Phase VII progress meeting.

The next progress meeting will be October 19th at 10:00 am.

Board of Directors

Paul A. Spencer, Chairman

Don B. Killingsworth, Sec., Treas.

Philip L. Petrosky, Sec., Treas.
Upshur County Fire Board Meeting  
September 19, 2017

Members Present: Joe Malcolm, Clifton Shaw, Joe Gower, and Wayne Strader

Members Absent: Terry Cutright, Tom O’Neill, and Linn Baxa


The Fire Board meeting was called to order by Joe Malcolm at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from August 15, 2017, were reviewed. On motion by Wayne Strader, and second by Joe Gower, the Board moved to approve the minutes.

Guests George Dawson and Robert Johnson both appeared before the Board to request exoneration of their Fire Fees due to the fact that the properties they own are located on Rooting Creek which is not accessible by Upshur County roads and other county’s emergency services respond before Warren District can possibly get there. The Board explained that ordinance stipulates “There is hereby imposed and levied by this ordinance upon the owners of all vacant property parcels that are five (5) acres or greater as users of fire protection service, a fire protection fee or charge of Five Dollars ($5.00) per parcel” and therefore the fee will continue to be assessed.

The Fire Fee Clerk reported the percentage of collected fees for 2017 is at 71%.

The Fire Fee Clerk presented the final draft of the Tax Deputy Incentive that will be presented to the County Commission next week. The Sheriff and the Fire Board have previously approved.

The Board will need to send RFPs for this year’s audit. The Fire Fee clerk will fax a copy of the Auditor list to Wayne for review.

The State Auditor’s Office Training for Boards and Authorities is October 26, 2017 in Bridgeport. On motion by Wayne Strader and second by Clifton Shaw the Board approved the training for the Fire Fee Clerk.

The August disbursement from the Chief Tax Deputy was $119,090.67. Checking account balance as of August 31, 2017, was $102,601.95

The following invoices were reviewed and approved upon motion by Wayne Strader and second by Clifton Shaw:

- Software Systems Invoice #30790---$269.00---Maintenance Charge August
- County Commission reimbursement---P-Card---supplies (tape, ink, labels, etc.)---$93.03
The Board reviewed the financial statements of the Selbyville, Banks, Warren, and Ellamore VFDS. All were approved. On motion by Clifton Shaw and second by Joe Gower, the Fire Board will distribute checks in the amount of $20,000.00 at the October meeting. On motion by Wayne Strader and second by Clifton Shaw, the Fire Fee Clerk will contact all Chiefs and request their (or representatives) presence at the October meeting.


The Fire Fee Clerk provided 33 Requests for Relief of Erroneous Assessment. The Board denied one request and approved 32 requests based on research from the Fire Fee Clerk and/or the Assessor's Office.

The next meeting of the Board will be October 17, 2017.

There being no further business the meeting adjourned at 8:20 p.m.

Joe Malcolm, Chairman
Upshur County Fire Board

[Signature]

[Signature]

Board Member
Wes-Mon-Ty RC&D Board of Directors  
September 19, 2017 - 10:00 A.M.  
Weston Steer Steakhouse – Lewis County WV

**Members Present:** John Sencindiver, Jane Collins, Joe Gumm, Bob True, Scott Springer, Donnie Tenney, Ed Utterback, Jim Nester, Jim Foster, Bill Coffindaffer, Bill McClain, Tim McDaniel, and Patrick Darlington  
**Others Present:** Sigrid Teets

Call to Order – 10:00AM by President J. Sencindiver  
Pledge of Allegiance was led by Jim Foster

Approval of Agenda – motion to approve by J. Foster, 2nd J. Nester, motion approved

Devotions – given by J. Sencindiver

Introduction of Guests – Patrick Darlington introduced himself as a County Commissioner.

Report on Board Members – Don Headley is recovering from knee surgery. J. McDonald is having shoulder surgery.

Minutes of 8-22-17 – motion to approve as amended by S. Springer, 2nd by J. Nester, motion approved

Treasurer’s Report – B. True read off the current account balances. As of 8-31-17 balances are the following:
- CIG 2013: $1977.79  
- General Fund: $5870.96  
- CIG 2016: $6802.37  
- WVU-Extension Trail Project: $2278.75  
- WVCA FY15: 4.74  
- WVCA FY17: 0.00  
- NFWF: -$2156.65

Correspondence – monthly bank statements received; Healthy Children’s Project proposals are due October 1, 2017 – they are only available to previous participants and only in Barbour and Gilmer Counties; J. Gumm moved to allow S. Teets and J. Collins to move forward with project application, 2nd by D. Tenney; motion approved.

**Old Business**
- 319 project planning. Upshur Co. working with Marin Christ on possible projects.
- B. True moved, 2nd by J. Gumm to allow S. Teets to explore credit card options for Wes-Mon-Ty RC&D. motion approved.

**New Business**
- Goal D: was reviewed – Improve Area Functions; no actions taken.

**Coordinator’s Report**
- 2013 - USDA-NRCS Conservation Innovation Grant – Final weeks of project.  
- 2016 – USDA-NRCS Conservation Innovation Grant – Grant is in beginning stages.  
- WVU-Extension Service – “Healthy Children Project” – message center is up. Tree signs are up.
- National Fish and Wildlife Foundation - “Pulling it Together” Grant – no report.
- USDA – NRCS - video demonstration grant - J. Sencindiver has signed the grant agreement.

Open Discussion
Suggestion to send meeting notices to County Commissions.

Next Meeting: October 23, 2017 in Barbour County

Adjourn

Minutes Recorded by Bill Coffindaffer
UPSHUR COUNTY YOUTH CAMP BOARD
September 21, 2017

The Upshur County Youth Camp Board met in regular session on Thursday, September 21, 2017 at the camp. In the absence of President Hawkins, the meeting was called to order by Vice President Craig Presar at 6:30 pm. Other board members present were Gini Croaff, Debbie Hull and Thanna Wentz. Greg Woody, camp manager also attended.

The secretary’s report was approved with the correction that the benches which have been donated to the camp came from the circuit court room - not the commissioner’s meeting room. Debbie made the motion to approve the minutes, Gini Seconded the motion. The financial report was approved through a motion by Craig and seconded by Gini.

Old Business:
1. There was no discussion on the CPG grant money
2. After completing a study on food costs for the camps during this past season, it was decided that rates did not need to be raised at this time.
3. Greg’s last trip to World Vision netted silverware and some cleaning supplies. Greg noted that the majority of their supplies had been sent to the hurricane areas.
4. There were only seventeen WVU students and instructors who came to the camp to do a 3-day study/research of the tar pit.
5. The ice machine has been purchased
6. A laser printer has been purchased
7. Thanna was given a name and phone number to inquire about the camp’s eligibility for fuel refund, but has not been successful in reaching anyone.
8. Greg will proceed with arranging to have a bulk fuel tank installed on the grounds.

New Business:
1. There was some discussion on getting a new recreation hall, but discussion is in the very early stages.

Greg’s Comments:
1. The pool and Heavener Hall have been winterized.
2. The benches from the court house will be delivered in November.
3. A missionary training camp is interested in booking the camp in May. This would be before the county payroll begins for the camp. If this group
decides to come, it would be a capacity group.
3. He presented prices for a John Deere zero-turn mower.

There being no further business, the meeting adjourned at 7:45 pm. The next meeting will be at the WVU Extension Office at 6:30 pm on October 19, 2017.

Respectfully submitted,

Johanna Wentz