

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

A regular meeting of the Buckhannon City Council was held March 3, 2016 at 7:00 pm in City Hall. The following persons were present:

Mayor/Recorder	Richard Edwards	Present
Assistant Recorder	Amberle Jenkins	Present
Council Member	David Thomas	Present
Council Member	Ron Pugh	Present
Council Member	Mary Albaugh	Present
Council Member	Robyn Simons	Present
Council Member	Pamela Cuppari	Present
City Attorney	Scott McClure of McClure and Goad, PLLC	Present
City Administrator	Michael Doss	Absent
Street Commissioner	Jerry Arnold	Present
City Engineer	Jay Hollen	Present
Record Delta Newspaper		Present
Inter-Mountain Newspaper		Present
Channel 3		Present

The following guests were also present.

City of Buckhannon
City Council Meeting Attendance Record

Name – Please write clearly	Street Address	Do you desire to address Council? Yes or No and if Yes, State Topic	
<i>Jerry S. Kimble</i>	<i>90 Little Sand Run Road City</i>	<i>Y</i>	<i>N</i>
<i>Michael Skidmore</i>	<i>586 Brushy Fork</i>	<i>Y</i>	<i>N</i>
<i>Jo Sh</i>	<i>586 Brushy Fork</i>	<i>Y</i>	<i>N</i>
<i>Dorinda Grumbine</i>	<i>495 Higgett Addition Rd</i>	<i>Y</i>	<i>N not sure yet</i>
<i>Robert Osburn</i>	<i>1 Temple Drive</i>	<i>Y</i>	<i>N SOUND</i>
<i>Michael Cowger</i>	<i>17 Lincoln Way</i>	<i>Y</i>	<i>N</i>
<i>Maureen Dean</i>	<i>115 Chestnut St</i>	<i>Y</i>	<i>N Dog and if rec</i>
<i>A. Meadows</i>		<i>Y</i>	<i>N</i>
		<i>Y</i>	<i>N</i>
		<i>Y</i>	<i>N</i>
		<i>Y</i>	<i>N</i>
		<i>Y</i>	<i>N</i>

Thursday, March 03, 2016

Mayor Edwards called the regular meeting to order followed by a moment of silence and the Pledge of Allegiance.

Recognized Guests:

- Robert Osburn requesting a sound system in Council Chambers:

Mr. Osburn comments that a sound system has been requested in past for Council Chambers. He asks that Council consider investigating this. He suffers from partial hearing loss as other do. It is difficult to hear some of the Council members and reports.

Council agreed that they would explore installing a sound system in Council Chambers.

Department and Board Reports:

- Street Commissioner-Jerry Arnold: Mr. Arnold reported on the following:

CPWB Board from 2/28/16

1. The Board approved a request from for the Almost Heaven BBQ Bash for June 17th & 18th.
2. The Board approved a request for the 7th annual Art Festival at Jawbone Park on 9/10/16 from noon - 8pm.
3. The Board approved a request from Chapel Hill Church to conduct a sunrise service at Jawbone Park on March 27th at 7 am.
4. The Board approved a request from Chapel Hill Church to conduct an Easter Egg Hunt at the City Park on March the 20th from 10 am – Noon.
5. John Gygax presented suggestions for ways to spruce up the city.
6. Discussed possible changes to parking in lot 3 with no decision made.
7. Discussed the removal of a loading zone on Main Street. Need to gather more information and discuss at the next meeting.
8. I presented the Cemetery Mowing Bid documents.
9. I presented information on the Sidewalk Repair and Replacement Initiative Program.

The summary of this program as follows:

The Sidewalk Repair and Replacement Initiative Program is designed to help offset the cost to the property owner of repairing public sidewalks abutting private property. The program will provide all design and labor to repair or replace a public sidewalk abutting private property. The property owner would be responsible for reimbursing the City of Buckhannon for all materials needed to repair the portion of sidewalk abutting their property. The program will utilize current city staff to provide the labor and will be evaluated for efficiency on a yearly basis. The scheduling of repairs will be made at the discretion of the Street Commissioner. In order to qualify for this program the property owner must first be notified of violation of Ordinance 193. This program is in addition to the current Sidewalk Assistance Program.

Waste Collection Board 3/3/16

Correspondence:

1. Presented the executed contract for waste disposal with S&S Grading
2. Opened equipment bids for the WV DEP REAP Grant.
3. Presented the 2016 April (Make It Shine Month)activities schedule.

**Make It Shine Month 2016
Activities**

Crossroads Celebration-	April 22 th 10am – 6pm & 23 th 9am – 1pm
City Resident Clean-up (Free Days)-	April 2 nd , 16 th , & 30 th 7:30am – 11:45 am
County Resident Customer Clean-up (Free Days)-	April 9 th & 23 rd 7:30am– 11:45 am

Only current subscribers to the City of Buckhannon Waste Collection Service will be eligible to take advantage of the free days.

Appliances with Freon and CRT televisions are excluded from the clean-up activities.

All persons wishing to take advantage of cleaning up their property and disposing of the materials free of charge must present proper identification to the staff. Proper identification will consist of a current City of Buckhannon Waste Collection Receipt in conjunction with photo identification.

Only materials accepted at the landfill will be taken. Tires will not be accepted during this event. Tires are collected on Bulky Good Collection each month.

There will be a limit of two pick-up loads of acceptable materials per customer for the entirety of the clean up event

The event hours will correspond with the normal operational hours of the Transfer Station, which is 7:30 am to 11:45 am.

Please call 304-472-4443 with any questions.

4. Transfer Station- 1940 Transactions- 1311 Tons- \$109725.77 Total
5. Recycling- 71.87 Tons Received-

Street Department Report

1. We have begun work on the sidewalk along Madison Street and the Bocce Ball court.
2. We continue to work on playground equipment installation.

3. The crew is painting the restroom facilities at the parks.
4. We are working with our curb machine.
5. We will be doing the annual spring-cleaning of the cemetery March 14th thru March 18th.
6. We are doing our spring signpost straightening and sign repair assessment.
7. The Street Department will be working on replacing and combining street and stop signs on round black poles.
8. I continue to work on the walk trail lighting grant.

Council discussed sign uniformity, illegal parking on city streets and the sidewalk incentive program clarification. Mr. Arnold suggests that Council develop a Sidewalk Ordinance. The program is designed merely to offset the cost of sidewalk replacement to the residents.

- **City Engineer-Jay Hollen:** Mr. Hollen reported on the following:

City Council Update March 3, 2016

FEMA HMGP – Generators

- Work is completed on both of the Projects and all equipment is functioning properly.
- Project close-out should be completed within the next (3) weeks pending a final FEMA inspection.

Water Treatment Plant Improvement Project

- Notice of Award was issued on January 28, 2016.
- Notice to Proceed will be issued next week.
- Anticipate start of construction activities mid-March 2016.
- Project should be completed before end of September 2016.

McDonalds / Route 20 Lane Widening

- No updates at this time.
- Anticipated advertising date of the project is late June 2016.
- Anticipated awarding date of the project is late July 2016.
- Anticipating beginning of construction activities is late August 2016.

Source Water Protection Plan (SWPP)

- TetraTech is making the necessary final revisions, based upon the SWPP team's comments, prior submission to the SWPP team.
- The completed SWPP and support documents will be sent to the WVDHHR for their review after final approval of the plan at next Monday's SWPP meeting.
- The SWPP is also due to the State no later than June 30, 2016.

SCADA System

- Installation activities are continuing at this time.
- As of yesterday, two (2) sites have had the new SCADA equipment installed.
- The Water Distribution System SCADA components should be installed by next Friday.
- The Water Treatment Plant SCADA components should be installed the week of March 14, 2016.
- However, some of the required components for the water storage tanks access hatches won't arrive until March 17, 2016.

Public Safety Complex

- Huffman Corporation began construction activities on January 7, 2016.
- 100% of the Base Bid work has been completed.
- Family Carpet began the floor leveling activities this morning.
 - Carpet installation will be completed by end of day tomorrow (March 4, 2016).
- Once the carpet is installed, Huffman Corporation will return to the PSC to complete the (7) Additive Alternate activities to complete the interior renovations.
- Two (2) change orders have been completed to date.
 - Installation of fire barrier along two of the walls and the correcting of minor ceiling / bulkhead issues to allow for the installation of the suspended ceiling system in the Meeting Room
 - Installation of the seven (7) items identified in Additive Alternate No. 1.
- After completion of the second change order, the PSC will be completed as far as interior renovations.
- Anticipate the PSC Meeting Room to be complete by mid-March 2016.

Gateway West Transportation Alternatives Project

- Received approval from the WVDOH that the City's Intent-to-Apply was approved on January 20, 2016.
- Working on the grant application at this time; Grant application is approximately 95% completed (awaiting approval of Resolution 2016-4).
- Upon approval of the resolution, the grant application will be submitted.
- The estimated total cost of Phase I is \$395,351.42.

Raw Water Intake Emergency Generator Project

- Currently working on a WVDHSEM grant application for the purchase & installation of a backup generator for the Raw Water Intake.
- Installation of the generator would mean that the entire water department (both WTP and distribution system) would have backup emergency generator power at all locations.
- Anticipated cost of the project is \$225,000.00.
- Reason for the higher cost is that it will be an elevated generator (due to the floodway and floodplain in the area) on City property near the Raw Water Intake.
- If approved, FEMA would provide \$180,000.00 and the City would provide \$45,000.00 (an 80/20 split).
- There is the possibility that the WVDHSEM would provide the \$45,000.00 (as a local match) but the City needs to budget the money in case the WVDHSEM cannot provide the money.
- Application is due by March 31, 2016.

North Buckhannon City Park Improvement Project

- Jerry to report on.

Water Treatment Plant Sludge Pump Replacement Project

- Renovations to the Sludge Pump Room continue at the WTP.
- Two (2) new sludge pumps and miscellaneous fittings were purchased as part of the WTP's continuing in-house maintenance program.
- The pumps were (30) years old and one (1) of them was not working properly.
- Approximate cost of \$17,835.
- Still waiting on the arrival of a couple of Hymax couplings to complete the project.

Jawbone Park Bocce Court and Sidewalk Improvements

- Street Department is continuing work on completing the section of new sidewalk along Madison Street.
- Developed the preliminary layout and location of the proposed Bocce court.
- (1) Tree that was planted a couple of years ago will need to be relocated due its location directly over the new storm sewer line.
- Completed revised layout of the sidewalks "inside" of Jawbone Park.
- Will work with Jerry to facilitate the interior sidewalk inside the park as the Street Department's schedule permits.

Atlantic Coast Pipeline (ACP) Project

- Nothing new to report.
- Exchanges of requested information between the two parties has taken, and continues to take, place.
- New delineated ZCCs and ZPCs have been provided by WVBPH. Therefore, I am still reviewing the new information provided by WVBPH and Dominion to see if additional river and stream crossing occur.
- Continue to receive FERC updates on a daily basis. Since November 4, 2015, I've received 725 emails regarding the ACP.

River Bank Cleanup: Council Thomas inquired on status of river bank cleanup.

Mr. Hollen reported that another sight inspection was conducted by Army Corp of Engineers. The inspector suggests that it may be to the City's advantage to have a hydrological study conducted. The cost of the study would be about \$100,000 but if it results favorably it could save thousands in unneeded organic debris removal and unneeded flora and mussel studies.

The concerns that Dr. Downer reported in previous Council meetings is a separate issue to the Corp of Engineer river cleanup. Dr. Downers request is about the loop near Gate Street, which involves private property access and some owner responsibility.

Cleaning the river banks can be dangerous and the city does not have proper equipment to do this.

- **City Attorney-Scott McClure of McClure Goad and Associates:**

Mr. McClure reported on the following:

- The Suddenlink head-in agreement is ready for Council's approval (see Strategic Issues), which will be voted on later in the meeting.
- He thought the draft for Building Permit Fees (amending Ord 398) was to be on this agenda. Council discussed the current building fees at length. The Building Permit Committee feels the current fees are too expensive and if the fees are reduced, suggest that a refund, of the difference, be given to those that have paid the current fees. A suggestion to cut the current fees by half was distributed to Council for review.


Comments:

- Some feel the fees were too much of increase at one time.
- Others say there have been no complaints about fees to date.
- Committee included input from some contractors, Enforcement Officer and some Council Members.
- Increased fees will help offset cost of Enforcement Officer and taking care of neglected properties and vacant properties and other property protection programs.
- Current fees are in line with neighboring towns.

Council directed the attorney to draft an ordinance to amend the current fees. Mayor Edwards would like the ordinance to direct that appeals to the fees should be directed toward the Housing Enforcement Board.

Correspondence:

- **Service Line Warranty Program endorsed by National League of Cities:**




**Proud Participant in the National League of Cities
Service Line Warranty Program**

City of Buckhannon-WV

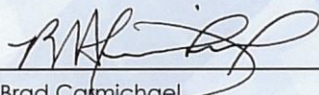
is proudly recognized for participating in the National League of Cities (NLC) Service Line Warranty Program. The NLC Service Line Warranty Program is designed to help city leaders educate residents about their service line responsibilities and help homeowners save thousands of dollars on the high cost of broken and leaking service line repairs.

November 2015

Date



Program Administrator



Brad Carmichael
Vice President, Business Development

This program is much like the program offered by the phone company and power company. It is designed to fix issues that arise with the customers private water and sewer lines.

Consent Agenda:

- **Approval of Minutes- February 18 Regular Council Meeting**
- **Approval of Building and Wiring Permits**

- Approval of Payment of the Bills
- Approval of Candidates per the Police Civil Service to interview for Probationary Police Officer. Interviews will be conducted 3/8/16 at 6:00 pm.

Motion Pugh/Simons to approve the items on the Consent Agenda. Motion carried.

COUNCIL MEETING
Building, Electrical, Demolition Permits
March 3, 2016

Permit Number	Submitted By and Location	Contractor	Description of Work to be Performed			Total Fees Paid	Zoning	Asbestos	Flood Zone	Elev. Certificate
			Building Description and Value	Electrical Code						
73230	Joshua Smith 161 Camden Ave	Self	GutterWork & Kitchen Cabinets	\$2,000.00		\$37.00				
73231	John Davidson A2 Boggess St	Crites Electric	Generator on 54"x31" Pad	\$5,753.00	B2	\$85.00 \$100.00	X			
73232	Mike McCauley 46 College Ave	Crites Electric	Generator on 54"x31" Pad	\$5,693.00	B2	\$85.00 \$100.00	X			
73233	CommunityCare WV 33 & 37 W Main St	Astar Abatement	Asbestos Abatement	\$6,600.00		\$20.00	X			
73234	St Joseph Hospital 84 W Main St	CJ Chapman Enterprises	Asbestos Abatement Demolition Vacant House	\$7,000.00		\$20.00	X			
73235	St Joseph Hospital 88 W Main St	CJ Chapman Enterprises	Asbestos Abatement Demolition Vacant House	\$15,000.00		\$20.00	X			
73236	A Governors Inn 76 E Main St	Monco Constructors	Event Building 144 sq ft Fence 6ft hgt	\$4,000.00		\$61.00	X			
73237	CVS Pharmacy 74 W Main St	Deem LLC	Install Mini Split System Ac-Condenser	\$4,900.00	A	\$73.00 \$100.00				
73238	Mary Wilfong 111 Randolph St	Self	Bathroom Renovation	\$1,500.00		\$37.00				
73239	Jane Reddecliff 29 Lincoln Way	James Lane Handyman	Hardwood Flooring	\$2,387.00		\$49.00				
73240	Randy Tenney 128 E Main St	Powers Construction	Bathroom Renovation	\$2,800.00		\$49.00				
73241	First Community Bank 2 W Main St	Crites Electric	Install Lighting in rear of building for parking area	\$3,327.00	A	\$100.00				

03-03-2016 12:33 AM		Disbursement Report 2-5-16 TO 2-18-16			PAGE: 1	
FUND: GENERAL FUND						
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT	
ECONOMIC DEVELOPMENT	UPSHUR COUNTY DEVELOPMENT	402-567-00	ECONOMIC DEVELOPMENT	FY 2015-16 BUDGET		15,000.00
				TOTAL:		15,000.00
MAYOR'S OFFICE	XEROX CORPORATION	409-341-00	MAYOR'S SUPPLIES & M	METER USAGE 12-21 TO 1-21-		110.76
	QUILL	409-341-00	MAYOR'S SUPPLIES & M	PLOTTER INK		161.99
	CASTO AND HARRIS	409-341-00	MAYOR'S SUPPLIES & M	CITY COUNCIL MINUTE BK		185.23
		409-341-00	MAYOR'S SUPPLIES & M	RESOLUTION BOOK		46.30
	GATES SUPPLY	409-341-00	MAYOR'S SUPPLIES & M	OFFICE SUPPLIE		187.55
	BRICK STREET MUTUAL	409-226-00	MAYOR'S INSURANCE &	WCB1005474 1-4-16 TO 2-1-1		86.68
	PITNEY BOWES INC	409-218-00	MAYOR'S POSTAGE	PITNEY BOWES		949.85
		409-218-00	MAYOR'S POSTAGE	PITNEY BOWES		732.81
	PITNEY BOWES	409-341-00	MAYOR'S SUPPLIES & M	RENTAL CHARGES		543.75
	WV COMMUNITY HUB	409-341-00	MAYOR'S SUPPLIES & M	PCRD-PRPTY RSCUWRKSH		15.00
	COLE INC	409-341-00	MAYOR'S SUPPLIES & M	PCRD-REGFEE WWETT EXPO JHO		50.00
	J & S BUSINESS FORMS	409-341-00	MAYOR'S SUPPLIES & M	HEALTH TRANSMITTAL FORMS		14.79
	WV PUBLIC EMPLOYEES RETIREME	409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION		47.01
		409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION		43.15
	PAYROLL ACCOUNT (ALL DEPTS)	409-341-00	MAYOR'S SUPPLIES & M	NOV DEC JAN AA FEES		176.05
	MARRIOTT INTERNATIONAL	409-214-00	MAYOR'S TRAVEL	PCRD-EDWARDS WVML JAN2016		294.42
	COLLECTION ACCOUNT	409-341-00	MAYOR'S SUPPLIES & M	CC FEES AUG 2012		364.27
	DOLLAR GENERAL CORPORATION	409-341-00	MAYOR'S SUPPLIES & M	CLEANING SUPPLIES		44.46
	BCN TELECOM INC	409-211-00	MAYOR'S TELEPHONE	472-8149 & 1651		13.55
	INTERNAL REVENUE SERVICE	409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED		21.50
		409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED		35.22
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHE		5.02
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHE		8.24

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	MOUNTAIN STATE VIDEO IMAGING	409-341-00	MAYOR'S SUPPLIES & M	COPIES JAN CC MEETINGS	20.00
	LABOR LAW CENTER	409-341-00	MAYOR'S SUPPLIES & M	PCRD-LABOR LAW POSTERS	56.14
	STAPLES BUSINESS ADVANTAGE	409-341-00	MAYOR'S SUPPLIES & M	PENS STAPLE REMOVER	18.51
		409-341-00	MAYOR'S SUPPLIES & M	PINK COPY PAPER	16.15
	ROSSMAN & CO/PCB	409-341-00	MAYOR'S SUPPLIES & M	DEBT COLLECTION	5.52
			TOTAL:		4,253.92
COUNCIL	BRICK STREET MUTUAL	410-226-00	COUNCIL INSURANCE (P	WCB1005474 1-4-16 TO 2-1-1	0.75
	WV PUBLIC EMPLOYEES RETIREME	410-106-00	COUNCIL'S RETIREMENT	WV RETIREMENT CONTRIBUTION	19.69
		410-106-00	COUNCIL'S RETIREMENT	WV RETIREMENT CONTRIBUTION	27.00
	MARRIOTT INTERNATIONAL	410-214-00	COUNCIL TRAVEL	PCRD-ALBAUGH WVML JAN2016	264.42
	UPSHUR COUNTY COMMISSION	410-460-00	CAT CONTROL EXPENSE	DEC15-JAN16 FELINE ACTIVIT	150.00
	INTERNAL REVENUE SERVICE	410-104-00	COUNCIL'S F.I.C.A.	FICA WITHHELD AND MATCHED	10.05
		410-104-00	COUNCIL'S F.I.C.A.	FICA WITHHELD AND MATCHED	62.00
		410-104-00	COUNCIL'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	2.35
		410-104-00	COUNCIL'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	14.50
	MCCLURE GOAD PLLC	410-223-00	PROFESSIONAL (LEGAL)	FEB 2016 LEGAL SERVICES	1,041.67
			TOTAL:		1,592.43
RECORDER	BRICK STREET MUTUAL	411-226-00	INSURANCE/COMPENSATI	WCB1005474 1-4-16 TO 2-1-1	1.33
	INTERNAL REVENUE SERVICE	411-104-00	RECORDER'S F.I.C.A.	FICA WITHHELD AND MATCHED	9.30
		411-104-00	RECORDER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	2.17
			TOTAL:		12.80
TREASURER	EMBASSY SUITES	413-214-00	TREASURER'S TRAVEL	PCRD-WVMLDOSSJAN16	191.02
	BRICK STREET MUTUAL	413-226-00	TREASURER'S INSURANC	WCB1005474 1-4-16 TO 2-1-1	86.68
	WV PUBLIC EMPLOYEES RETIREME	413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	123.65
		413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	123.65
	INTERNAL REVENUE SERVICE	413-104-00	TREASURER'S F.I.C.A.	FICA WITHHELD AND MATCHED	56.78
		413-104-00	TREASURER'S F.I.C.A.	FICA WITHHELD AND MATCHED	56.78
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	13.28
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	13.28
			TOTAL:		665.12
COURT	BRICK STREET MUTUAL	416-226-00	POLICE JUDGE INS BON	WCB1005474 1-4-16 TO 2-1-1	4.56
	INTERNAL REVENUE SERVICE	416-104-00	POLICE JUDGE FICA	FICA WITHHELD AND MATCHED	38.75
		416-104-00	POLICE JUDGE FICA	MEDICARE WITHHELD & MATCHE	9.06
			TOTAL:		52.37
CITY ATTORNEY	BRICK STREET MUTUAL	417-226-00	CITY ATTORNEY INS UN	WCB1005474 1-4-16 TO 2-1-1	1.10
	INTERNAL REVENUE SERVICE	417-104-00	CITY ATTORNEY FICA	FICA WITHHELD AND MATCHED	7.75
		417-104-00	CITY ATTORNEY FICA	MEDICARE WITHHELD & MATCHE	1.81
			TOTAL:		10.66
CITY ENGINEER	BRICK STREET MUTUAL	420-226-00	CITY ENGINEER INS &	WCB1005474 1-4-16 TO 2-1-1	0.22
			TOTAL:		0.22
ZONING	LYKINS OIL COMPANY	437-214-00	TRAVEL EXPENSE	JANUARY 2016 FUEL BILLING	56.09
	BRICK STREET MUTUAL	437-226-00	ZONING INSURANCE & B	WCB1005474 1-4-16 TO 2-1-1	447.04
	INTERNAL REVENUE SERVICE	437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	62.00
		437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	62.00
		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHE	14.50
		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHE	14.50
			TOTAL:		656.13

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
DATA PROCESSING	MPL CORPORATION	439-230-00	DATA PROCESSING	NETWORKING & REPAIRS	184.68
	SUDDENLINK	439-230-00	DATA PROCESSING	FEB 2016 INTERNET	31.23
			TOTAL:		215.91
CITY HALL	MON POWER	440-213-00	CITY HALL UTILITIES	110088782062 70 E MAIN ST	1,330.65
	UNIFIRST CORP.	440-216-00	CITY HALL MAINTENANC	ALL DEPT UNIFORMS JAN 2016	238.23
	BRICK STREET MUTUAL	440-226-00	CITY HALL INSURANCE	WCB1005474 1-4-16 TO 2-1-1	82.89
	MOUNTAINEER GAS COMPANY	440-213-00	CITY HALL UTILITIES	383925-483167 70 E MAIN ST	1,104.69
		440-213-00	CITY HALL UTILITIES	269245-314199 1 S-FLORIDA	633.36
	DODSON BROS EXTERMINATING	440-216-00	CITY HALL MAINTENANC	CITY HALL MONTHLY PEST INS	27.00
	WV PUBLIC EMPLOYEES RETIREME	440-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	134.78
		440-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	134.78
	INTERNAL REVENUE SERVICE	440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	60.99
		440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	60.99
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	14.26
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	14.26
	COMFORTECH LLC	440-216-00	CITY HALL MAINTENANC	PCRD-HVAC MAINT CONTRACT	939.00
			TOTAL:		4,775.88
ELECTRICIAN - CONTRACT A-1 ELECTRICAL INSPECTIONS		565-230-00	ELECTRICIAN - CONTRA	PERMIT 73204 151 PAYETTE S	100.00
		565-230-00	ELECTRICIAN - CONTRA	PERMIT #73205 151 1/2 FAYE	200.00
			TOTAL:		300.00
POLICE	LYKINS OIL COMPANY	700-343-00	POLICE DEPT. AUTO SU	JANUARY 2016 FUEL BILLING	1,346.02
	UNIFIRST CORP.	700-341-00	POLICE DEPT. MAT & S	POLICE DEPT JAN RUGS	75.32
	BRICK STREET MUTUAL	700-226-00	POLICE DEPT. INSURAN	WCB1005474 1-4-16 TO 2-1-1	1,599.30
	COMDOC LEASING	700-341-00	POLICE DEPT. MAT & S	XEROX COPIER LEASE	207.11
	GRAINGER	700-341-00	POLICE DEPT. MAT & S	TYCHEM AND GLOVES	661.20
	QUICK SLICK OIL CHANGE	700-343-00	POLICE DEPT. AUTO SU	OIL CHANGES	107.80
	O'NEAL COMMUNICATIONS AND EL	700-343-00	POLICE DEPT. AUTO SU	RADIO REPAIRS	865.00
	SUPER SPLASH LLC	700-343-00	POLICE DEPT. AUTO SU	CAR WASHES	82.50
	LJS TRAINING AND CONSULTING	700-221-00	POLICE DEPT. TRAININ	PREDATOR TRAINING	300.00
	NMS LABS	700-341-00	POLICE DEPT. MAT & S	DRUG SCREENING	464.00
	DODSON BROS EXTERMINATING	700-341-00	POLICE DEPT. MAT & S	POLICE DEPT MONTHLY INSPEC	45.00
	JENKINS FORD INC	700-343-00	POLICE DEPT. AUTO SU	PERFORM MAINT	101.68
		700-343-00	POLICE DEPT. AUTO SU	PERFORM MAINT	337.91
		700-343-00	POLICE DEPT. AUTO SU	PERFORM MAINT	439.12
		700-343-00	POLICE DEPT. AUTO SU	PERFORM MAINT	282.71
		700-343-00	POLICE DEPT. AUTO SU	PERFORM MAINT	94.21
	WV PUBLIC EMPLOYEES RETIREME	700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	2,723.54
		700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	2,552.35
	CHIEF SUPPLY / LAW ENFORCEME	700-345-00	POLICE DEPT. UNIFORM	SHIPPING	20.00
	BCN TELECOM INC	700-211-00	POLICE DEPT. TELEPHO	472-5723	6.77
	INTERNAL REVENUE SERVICE	700-104-00	POLICE DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,224.73
		700-104-00	POLICE DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,146.10
		700-104-00	POLICE DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	286.42
		700-104-00	POLICE DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	268.04
	AT&T MOBILITY	700-211-00	POLICE DEPT. TELEPHO	642-5723, 940-1797	104.20
	NICHOLAS CAYNOR	700-343-00	POLICE DEPT. AUTO SU	REIMB VEHICLE PARTS	10.48
	COMFORT INN	700-214-00	POLICE DEPT. TRAVEL	PCRD-NIMS TRNG CRTNYSTEW	166.00
	STAPLES BUSINESS ADVANTAGE	700-341-00	POLICE DEPT. MAT & S	TONER, CARD STOCK, PAPER	46.82
		700-341-00	POLICE DEPT. MAT & S	TONER, CARD STOCK, PAPER	15.96
	FRONTIER	700-211-00	POLICE DEPT. TELEPHO	304-473-7911-073014-4 POL	64.36
			TOTAL:		15,644.65

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
FIRE	MON POWER	706-213-00	FIRE DEPT. UTILITIES	110088783078 22 S FLORIDA	1,316.09
		706-213-00	FIRE DEPT. UTILITIES	110088783078 22 S FLORIDA	1,784.44
	LYKINS OIL COMPANY	706-343-00	FIRE DEPT. AUTO SUPP	JANUARY 2016 FUEL BILLING	265.73
	J.P. MORGAN EQUIPMENT FINAN	706-459-00	FIRE DEPT. CAPITAL O	MARCH 2016 FIRE TRK PYMT	3,678.20
	FISHER AUTO PARTS INC	706-343-00	FIRE DEPT. AUTO SUPP	SPARK PLUGS OIL	15.50
	LOUDIN INSURANCE AGENCY INC	706-226-00	FIRE DEPT. INSURANCE	2ND QTR PYMT VFD INS	2,786.78
	BRICK STREET MUTUAL	706-226-00	FIRE DEPT. INSURANCE	WCB1005474 1-4-16 TO 2-1-1	959.78
		706-226-00	FIRE DEPT. INSURANCE	WCB1005474 1-4-16 TO 2-1-1	420.57
	J T MARTIN COMPANY INC	706-216-00	FIRE DEPT. MAINTENAN	RECHARGE FIRE EXT	124.65
	MOUNTAINEER GAS COMPANY	706-213-00	FIRE DEPT. UTILITIES	383931-483167 20 S FLORIDA	1,287.01
	CHASE	706-461-00	NEW FIRE STATION PAY	MARCH 2016 PSC PAYMENT	13,208.08
	WV STATE AUDITOR'S OFFICE EL	706-226-00	FIRE DEPT. INSURANCE	FY 2012 VFD WC SUBSIDY FUN	2,460.61
	RICK BEAMAN	706-341-00	FIRE DEPT. MATERIAL	REIMB TRAVEL FEES	723.10
	WV PUBLIC EMPLOYEES RETIREME	706-106-00	FIRE DEPT. GROUP RET	WV RETIREMENT CONTRIBUTION	923.16
		706-106-00	FIRE DEPT. GROUP RET	WV RETIREMENT CONTRIBUTION	997.86
		706-106-00	FIRE DEPT. GROUP RET	WV RETIRE TIER2 CONTRIBUTI	816.29
		706-106-00	FIRE DEPT. GROUP RET	WV RETIRE TIER2 CONTRIBUTI	791.86
	BCN TELECOM INC	706-211-00	FIRE DEPT. TELEPHONE	2868	13.55
	INTERNAL REVENUE SERVICE	706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	798.85
		706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	821.95
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	186.83
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	192.23
	MES, INC	706-345-00	FIRE DEPT. UNIFORMS	UNIFORMS	123.46
		706-345-00	FIRE DEPT. UNIFORMS	UNIFORMS	1,484.12
	WITMER PUBLIC SAFETY	706-343-00	FIRE DEPT. AUTO SUPP	LED EMERGENCY FLASHER	157.50
	APPALACHIAN SIGNALS & PRODUC	706-216-00	FIRE DEPT. MAINTENAN	FIRE ALARM LABOR	205.92
			TOTAL:		36,544.12

STREET	BUCKHAMNON UTIL BOARDS	750-341-00	STREET DEPT. MAT & S	MISC WASTE	167.33
		750-341-00	STREET DEPT. MAT & S	MISC GARBAGE SAFETY COMPLE	60.00
	MON POWER	750-213-00	STREET DEPT. UTILITI	110084762464 20 FACTORY ST	137.97
		750-213-00	STREET DEPT. UTILITI	110084762464 20 FACTORY ST	177.20
		750-213-00	STREET DEPT. UTILITI	110084762126 GARAGE	291.80
		750-213-00	STREET DEPT. UTILITI	110084761755 17 1/2 FACTOR	115.86
	MONT LEVINE INC.	750-459-00	STREET DEPT. CAPITAL	4"X4"X1/4" Tubing	378.00
	LYKINS OIL COMPANY	750-343-00	STREET DEPT. AUTO SU	JANUARY 2016 FUEL BILLING	1,742.25
	FISHER AUTO PARTS INC	750-343-00	STREET DEPT. AUTO SU	Oil & Filter For S-2	38.82
		750-343-00	STREET DEPT. AUTO SU	DEF Fluid	27.98
		750-343-00	STREET DEPT. AUTO SU	Backup Alarm S-14	37.28
		750-343-00	STREET DEPT. AUTO SU	Oil, & filters & air filter	84.92
		750-343-00	STREET DEPT. AUTO SU	Oil, & filters & air filter	4.64
		750-343-00	STREET DEPT. AUTO SU	Oil, & filters & air filter	25.17
		750-343-00	STREET DEPT. AUTO SU	Oil, & filters & air filter	86.23
		750-343-00	STREET DEPT. AUTO SU	Serpentine belt S-1	36.23
		750-343-00	STREET DEPT. AUTO SU	Serpentine belt S-1	15.48
	UNIFIRST CORP.	750-345-00	STREET DEPT. UNIFORM	ALL DEPT UNIFORMS JAN 2016	356.98
	JEFFERD'S CORP	750-341-00	STREET DEPT. MAT & S	Service on Bobcat	1,335.02
	SOUTHERN STATES COOP INC	750-341-00	STREET DEPT. MAT & S	Red wing boots	239.99
		750-343-00	STREET DEPT. AUTO SU	Lynch pins	4.99
	WV PAGING	750-211-00	STREET DEPT. TELEPHO	STREET DEPT PAGERS	15.00
	BRICK STREET MUTUAL	750-226-00	STREET DEPT. INSURAN	WCB1005474 1-4-16 TO 2-1-1	1,817.92
	AIRGAS USA, LLC	750-341-00	STREET DEPT. MAT & S	TORCH HOTSPOTTER	77.53
		750-341-00	STREET DEPT. MAT & S	Bottle of Argon	42.60
	J T MARTIN COMPANY INC	750-341-00	STREET DEPT. MAT & S	Recharge 2 fire exting.	61.20

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	MOUNTAINEER GAS COMPANY	750-213-00	STREET DEPT. UTILITI	341416-404855 17 1/2 FACTO	86.59
		750-213-00	STREET DEPT. UTILITI	269254-314209 4 FACTORY ST	443.52
		750-213-00	STREET DEPT. UTILITI	269255-492564 6 FACTORY ST	223.30
	J F ALLEN CO	750-341-00	STREET DEPT. MAT & S	# 57 & 3/4 CR Limestone	849.22
	CONTINENTAL COFFEE SERVICE	750-341-00	STREET DEPT. MAT & S	Coffee creamer sugar	32.95
	C I THORNBURG CO INC	750-458-02	STORM SEWER PROJECTS	MH FRAME & COVER	1,560.00
		750-458-02	STORM SEWER PROJECTS	MH FRAME & COVER	780.00
		750-458-02	STORM SEWER PROJECTS	MH FRAME & COVER	1,225.00
	NAPA-AMTOWER AUTO SUPPLY	750-343-00	STREET DEPT. AUTO SU	Trailer light Socket	50.86
		750-343-00	STREET DEPT. AUTO SU	Door handle for S-12	15.13
	CNH INDUSTRIAL CAPITAL AMERI	750-459-00	STREET DEPT. CAPITAL	MARCH 2016 EXCAVATOR PYMT	9,177.12
	LOWES BUSINESS ACCOUNTS	750-343-00	STREET DEPT. AUTO SU	3/4x1/2 Bushings	12.52
		750-341-00	STREET DEPT. MAT & S	Polystren for garage door	21.72
		750-343-00	STREET DEPT. AUTO SU	3/4x1/2 Bushings	4.26
		750-343-00	STREET DEPT. AUTO SU	PCRD-WIRE TOOL	87.96
	CENTRAL SUPPLY CO	750-341-00	STREET DEPT. MAT & S	400 w/fiber concrete	2,730.09
	STATE EQUIPMENT INC.	750-343-00	STREET DEPT. AUTO SU	Tensener pulley & belt	357.94
	JENKINS FORD INC	750-343-00	STREET DEPT. AUTO SU	Hub & bearing kit	1,097.14
	WV PUBLIC EMPLOYEES RETIREME	750-106-00	STREET DEPT. GROUP R	WV RETIREMENT CONTRIBUTION	1,707.81
		750-106-00	STREET DEPT. GROUP R	WV RETIREMENT CONTRIBUTION	1,547.26
	JOHN BOGGESE dba VJG ASSOCIA	750-341-00	STREET DEPT. MAT & S	24 rolls caution tape	197.28
		750-341-00	STREET DEPT. MAT & S	Safety Glasses	68.40
	SIGN GUY LLC	750-343-00	STREET DEPT. AUTO SU	Decals for S-12 & 14	45.00
		750-343-00	STREET DEPT. AUTO SU	Decals for S-12 & 14	45.00
	PROGRESSIVE BANK	750-459-00	STREET DEPT. CAPITAL	MARCH 2016 STREET SWEEPER	1,854.06
		750-459-00	STREET DEPT. CAPITAL	MARCH 2016 SKID STEER PYMT	664.11
	BCN TELECOM INC	750-211-00	STREET DEPT. TELEPHO	472-5755 & 1038	13.55
	MOUNTAIN STATE PEST GUARD	750-341-00	STREET DEPT. MAT & S	STREET DEPT MONTHLY MAINT	30.00
	INTERNAL REVENUE SERVICE	750-104-00	STREET DEPT. FICA TA	FICA WITHHELD AND MATCHED	851.54
		750-104-00	STREET DEPT. FICA TA	FICA WITHHELD AND MATCHED	746.38
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	199.16
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	174.58
	AT&T MOBILITY	750-211-00	STREET DEPT. TELEPHO	642-1601-940-2024	89.50
	HELEN'S HEN HOUSE	750-341-00	STREET DEPT. MAT & S	Shipping Parking Meter	13.16
			TOTAL:		34,380.50
STREET LIGHTS	MON POWER	751-213-00	STREET LIGHTS	110 087 818 008 MAIN ST	5,817.02
		751-213-00	STREET LIGHTS	110088782484 E. MAIN ST	85.92
			TOTAL:		5,902.94
TRAFFIC SIGNALS & SIGN MON POWER		752-213-00	TRAFFIC SIGNALS POWE	110 088 985 459 RT. 119	35.25
		752-213-00	TRAFFIC SIGNALS POWE	110088985624 RT. 20 BKN C	84.61
		752-213-00	TRAFFIC SIGNALS POWE	110081822063 W. MAIN ST	5.21
		752-213-00	TRAFFIC SIGNALS POWE	110088820243 MAIN ST	48.20
		752-213-00	TRAFFIC SIGNALS POWE	110087174485 S. KANAWHA ST	20.24
		752-213-00	TRAFFIC SIGNALS POWE	110088235830 REGER ST RT 2	29.39
			TOTAL:		222.90
SNOW REMOVAL	FISHER AUTO PARTS INC	753-341-00	SNOW REMOVAL	Bearings for spreader box	124.95
	COLE TRUCK PARTS INC	753-341-00	SNOW REMOVAL	tire chain tensioners	304.28
		753-341-00	SNOW REMOVAL	SNOW PLOW MARKER KIT	19.25
	J F ALLEN CO	753-341-00	SNOW REMOVAL	#9 1/4" Limestone	627.36
		753-341-00	SNOW REMOVAL	#9 limestone	1,259.52
	CENTRAL PARTS WAREHOUSE	753-341-00	SNOW REMOVAL	Snowplow light adapter	54.15

03-03-2016 12:33 AM		Disbursement Report 2-5-16 TO 2-18-16			PAGE: 6	
FUND: GENERAL FUND						
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT	
		753-341-00	SNOW REMOVAL	SHIPPING		15.78
				TOTAL:		2,405.29
PARK 40% TO CPWB	CONSOLIDATED PUBLIC WORKS BD	900-341-00	PARK-40% HOT/MOT PD	JANUARY 2016 HOTEL-MOTEL T		2,323.44
				TOTAL:		2,323.44
CVB 60% TO CVB	UPSHUR COUNTY CVB	901-235-00	HOTEL/MOTEL 60% PAID JAN 2016	HOTEL-MOTEL TAX		5,421.35
				TOTAL:		5,421.35
STOCKERT YOUTH CENTER	MPL CORPORATION	907-341-00	MATERIALS & SUPPLIES	NETWORKING & REPAIRS		127.50
	MON POWER	907-213-00	UTILITIES	110084592119 SYC		784.13
		907-213-00	UTILITIES	110084767208 79 E MAIN ST		5.31
	LYKINS OIL COMPANY	907-216-00	MAINTENANCE	JANUARY 2016 FUEL BILLING		76.00
	A F WENDLING INC	907-341-00	MATERIALS & SUPPLIES	cleaning supplies		183.24
	UNIFIRST CORP.	907-216-00	MAINTENANCE	ALL DEPT UNIFORMS JAN 2016		147.76
	LEAF	907-341-00	MATERIALS & SUPPLIES	copy machine Lease		82.15
	BRICK STREET MUTUAL	907-226-00	INSURANCE & BONDS	WCB1005474 1-4-16 TO 2-1-1		215.29
	CARTER: LARRY	907-363-00	KARATE CLASS INSTRUC	KARATE INSTRUCTOR		120.00
	PITNEY BOWES INC	907-218-00	POSTAGE	PITNEY BOWES		0.00
		907-218-00	POSTAGE	PITNEY BOWES		0.00
	BUCKHANNON UPSHUR HIGH SCHOO	907-356-00	YOUTH BASKETBALL	gym use		201.60
		907-356-00	YOUTH BASKETBALL	Gym Use		267.90
		907-356-00	YOUTH BASKETBALL	Gym Use		262.82
	LOWES BUSINESS ACCOUNTS	907-355-00	DANCE TEAM	Tape for Drill Team equip		23.89
	WV PUBLIC EMPLOYEES RETIREME	907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION		322.10
		907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION		322.10
	WALMART STORES INC -BUCKHANN	907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SNACKS		63.74
		907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SNACKS		73.54
		907-356-00	YOUTH BASKETBALL	BASKETBALL CONCESSIONS		248.54
		907-356-00	YOUTH BASKETBALL	BASKETBALL CONCESSIONS		195.60
		907-356-00	YOUTH BASKETBALL	BASKETBALL CONCESSIONS		159.98
		907-341-00	MATERIALS & SUPPLIES	PCRD-CRTRG;PRINTER		114.97
	SAM'S PIZZA	907-356-00	YOUTH BASKETBALL	Concessions Stand Items		185.00
	MOUNTAIN STATE PEST GUARD	907-341-00	MATERIALS & SUPPLIES	SYC MONTHLY INSPECTION		34.75
	INTERNAL REVENUE SERVICE	907-104-00	FICA TAX	FICA WITHHELD AND MATCHED		358.11
		907-104-00	FICA TAX	FICA WITHHELD AND MATCHED		284.47
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE		83.73
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE		66.53
	LOUK: ALEX	907-356-00	YOUTH BASKETBALL	SYC REFEREE 3 GAMES		60.00
	STAPLES BUSINESS ADVANTAGE	907-341-00	MATERIALS & SUPPLIES	PCRD-PAPER SUPPLIES		171.94
				TOTAL:		5,242.69
CONVENTION CENTER	USDA, RURAL DEVLEOPMENT	910-457-00	CONFERENCE CENTER PA FEB 2016	CONF CENT INT PYM		3,351.00
				TOTAL:		3,351.00
SAFETY COMPLEX POLICE	RITE-WAY HEATING & PLUMBING	976-461-00	SAFETY COMPLEX POLIC	PSC DIFFUSERS		87.50
	LOWES BUSINESS ACCOUNTS	976-461-00	SAFETY COMPLEX POLIC	SUPPLIES FOR PSC RENOVATIO		83.52
		976-461-00	SAFETY COMPLEX POLIC	SUPPLIES FOR PSC RENOVATIO		199.64
		976-461-00	SAFETY COMPLEX POLIC	PSC SUPPLIES		13.24
		976-461-00	SAFETY COMPLEX POLIC	PSC SUPPLIES		174.76
		976-461-00	SAFETY COMPLEX POLIC	PSC SUPPLIES		49.76
	WALMART STORES INC -BUCKHANN	976-461-00	SAFETY COMPLEX POLIC	PCRD-TV MOUNTS&KITS		408.00
				TOTAL:		1,016.42

Strategic Issues for discussion and vote:

- Second and reading Ordinance 397 Animal Care and Control

City Attorney McClure presented and explained the changes that were made to (Ord 397) Ordinance Animal Care and Control.

ORDINANCE NO. 397 OF THE CITY OF BUCKHANNON, AMENDING MODIFYING AND RE-ENACTING ARTICLE 505 OF THE CITY OF BUCKHANNON, AN ORDINANCE TO BE KNOWN, CITED AND REFERRED TO AS “THE BUCKHANNON ANIMAL CARE AND CONTROL ORDINANCE”

TABLE OF CONTENTS

505.01 - FINDINGS OF COUNCIL
505.02 - TITLE OF ORDINANCE
505.03 - DEFINITIONS
505.04 - EUTHANIZING HOPELESSLY SICK AND/OR SERIOUSLY INJURED ANIMALS
505.05 - ANIMALS RUNNING AT LARGE
505.06 - PROPER DISPOSAL OF ANIMAL EXCREMENT BY OWNER OR KEEPER OF ANIMALS
505.07 - DAMAGE CAUSED BY ANIMAL TO OTHERS’ PROPERTY
505.08 - RABIES CONTROL & COMPLIANCE WITH STATE LAW; OTHER DISEASE CONTROL; SPAYING AND NEUTERING OF ANIMALS
505.09 - MANDATORY REGISTRATION OF DOGS UNDER STATE LAW
505.10- OPTIONAL REGISTRATION OF CATS UNDER MUNICIPAL ORDINANCE
505.11 - BARKING DOGS

505.12 - DANGEROUS DOGS

505.13 - PROHIBITION FROM KEEPING OF WILD, EXOTIC OR DANGEROUS ANIMALS WITHIN THE CORPORATE LIMITS

505.14- FEEDING OF UNDOMESTICATED OR STRAY ANIMALS

505.15 - CONDITION OF PREMISES WHERE ANY ANIMAL IS LAWFULLY KEPT

505.16. ANIMAL CRUELTY AND TETHERING OF DOGS PROHIBITED; EXCEPTIONS

505.17 - LIVESTOCK REGULATION

505.18 - MISCELLANEOUS PROVISIONS

505.19 - CITY COOPERATION WITH STATE AND/OR COUNT AUTHORITIES RESPECTING THE TRAPPING, CAPTURING, KEEPING, PLACING FOR ADOPTION, EUTHANIZING, RELOCATING AND/OR DISPOSING OF DOGS AND CATS RUNNING AT LARGE, UNDOMESTICATED, WILD OR STRAY ANIMALS

505.20 - ESTABLISHMENT OF MUNICIPAL ANIMAL CARE AND CONTROL COMMISSION

505.21 - EFFECT UPON OTHER MUNICIPAL ORDINANCES

505.22- SEVERABILITY

505.23- EFFECTIVE DATE

505.99- PENALTIES FOR VIOLATIONS OF THE REQUIREMENTS OF THIS ORDINANCE

WHEREAS, pursuant to Chapter 8, Article 12, Section 5 (26) of the West Virginia Code, as amended, municipalities are granted plenary power and authority to regulate or prohibit the keeping of animals or fowls and to provide for impounding, sale or destruction of animals or fowls kept contrary to law or found running at large within the corporate limits; and,

WHEREAS, the Council of the City of Buckhannon now deems it to be reasonable and appropriate to adopt comprehensive regulations respecting animals kept, maintained or otherwise brought or coming into the corporate limits.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF BUCKHANNON, AS FOLLOWS:

.....

505.01 - FINDINGS OF COUNCIL: The Council of the City of Buckhannon hereby makes the following findings:

- (1) That the proper care, keeping and treatment of, and general control over animals should be an important goal of any community;
- (2) That improper care, keeping and treatment of, and general control over animals may constitute abusive or neglectful treatment of animals defined as cruelty to animals in violation of state statute;
- (3) That improper care, keeping and treatment of, and general control over animals may constitute a private and/or public nuisance, threat or danger to the neighbors of animal keepers/animal care and treatment providers, and sometimes to the entire community;
- (4) That pursuant to state statute, the governing body of a municipality is expressly permitted to regulate or prohibit the keeping of animals within the corporate limits;
- (5) That various problems have been observed within the corporate limits of Buckhannon respecting the care, keeping and treatment of, and general control over animals; and,

- (6) That the most reasonable and appropriate manner for the Council of the City of Buckhannon to respond to problems pertaining to the care, keeping and treatment of, and general control over animals is through the adoption of a comprehensive animal care and control ordinance.

505.02 - TITLE OF ORDINANCE: This Ordinance shall be known and may be cited and referred to as “The Buckhannon Animal Care and Control Ordinance.”

505.03- DEFINITIONS: The following words, terms and phrases when used in this ordinance shall have the meanings ascribed to them in this ordinance, except where the context clearly indicates a contrary meaning:

- (1) abandon - the leaving of any animal without adequate attendance, provisions, or shelter for the animal’s care by its owner, the person responsible for the animal’s care or custody or any other person having physical possession of such animal.
- (2) animal - a living organism other than a plant or bacterium, but excluding human beings. Animal in this ordinance includes arthropods, amphibians, reptiles, birds and mammals.
- (3) animal control officer - the person employed by the Upshur County Commission, with whom the City of Buckhannon contracts, to provide various animal care and control services within the corporate limits of Buckhannon, West Virginia.
- (4) cat - any member of the felidae or feline family, but particularly domesticated or stray cats of both genders.
- (5) dangerous dog - any dog that, because of its aggressive nature, training or characteristic behavior, presents a risk of serious physical harm or death to human beings, or would constitute a danger to human life, physical well-being, or property if not kept under the direct control of the owner. This definition shall not apply to dogs utilized by law enforcement officers in the performance of their duties. The term “dangerous dog” includes any dog that according to the records of either the City/County Animal Shelter, the City’s Municipal Animal Care & Control Commission, any lawfully established court or any law enforcement agency: (a) has aggressively bitten, attacked, endangered, or inflicted severe injury on a human being on public or private property, or (b) when unprovoked, and not under the control of its owner, has chased or approached a person upon the street, sidewalks, or any public grounds in a menacing manner or apparent attitude of attack upon such person or their pet; or (c) has severely injured or killed a domestic animal or pet while off the “dangerous dog” owner’s property; or (d) has been used primarily or in part for the purpose of dog fighting, or is a dog trained for dog fighting.
- (6) direct control - means immediate, continuous physical control of a dog such as by means of a leash, cord, secure fence, or chain of such strength to restrain the dog and controlled by a person capable of restraining the dog, or safe and secure restraint within a vehicle. If the controlling person is at all times fully and clearly within unobstructed sight and hearing of the dog, voice control shall be considered direct control when the dog is actually participating in training or in an official showing, obedience, or field event. Direct control shall not be required of dogs actually participating in a legal sport in an authorized area or to government police dogs.
- (7) dog - any member of the canine family, but particularly domesticated or stray dogs of both genders.
- (8) enforcement officer - any person authorized either by this ordinance or state statute to enforce the provisions hereof, or of state law, and specifically including the city/county animal control officer and any officer of the City of Buckhannon Police Department.
- (9) impoundment - the taking or picking up and confining of an animal by any enforcement officer.
- (10) livestock - farm animals, including but not necessarily limited to pigs and swine, goats, chickens, cows, horses, sheep, turkeys, donkeys, mules, and other domesticated wild animals, excluding cats and dogs.

(11) muzzle - a device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

(12) running at large - (a) any animal not under the direct control of the owner or keeper, or (b) any animal not secured by a leash, or (c) any animal led under the control of a person other than a person physically capable of restraining the animal and obedient to that person's commands, or (d) any animal not securely enclosed within the real property limits of the owner's or keeper's premises.

(13) sanitary condition - a condition of good order, non-malodorous, and cleanliness minimizing the possibility of disease transmission.

(14) under restraint - an animal secured by a leash, led under the control of a person physically capable of restraining the animal and obedient to that person's command, or securely enclosed within the real property limits of the owner's premises.

505.04 - EUTHANIZING HOPELESSLY SICK AND/OR SERIOUSLY INJURED ANIMALS:

Section 1. Any animal discovered running at large which is observed to be sick or injured, upon impoundment shall be examined as promptly as is reasonable and convenient by a veterinarian. Upon any veterinarian's finding that the animal is unlikely to recover from the sickness, that is, the animal is hopelessly sick, or in the case of any animal which is seriously injured such that either the animal is unlikely or unable to recover from the serious injury, or, cannot be treated except at considerable expense, i.e., veterinary procedures exceeding One hundred dollars (\$100.00), then such animal shall be euthanized.

Section 2. Any determination by any veterinarian made pursuant to Section 1 of this Article 505.04, shall be saved and held harmless by the City of Buckhannon from exercising the discretion granted to such veterinarian therein.

Section 3. Upon determining the owner of any such animal described in Section 1 of this Article 505.04, all boarding, impoundment, veterinary, euthanizing and disposal costs shall be assessed to and paid by the animal's owner.

505.05 - ANIMALS RUNNING AT LARGE: Any owner or keeper of any animal who permits such animal to run at large shall be deemed to have violated the provisions of this ordinance, and shall be subject to the penalties of Article 505.99 hereof.

505.06 - PROPER DISPOSAL OF ANIMAL EXCREMENT BY OWNER OR KEEPER OF ANIMALS:

Section 1. No person owning or having custody of any dog, cat or any other animal shall permit any such animal to defecate (fecal excrement) upon any school, including college campus, or church ground; river or creek bank; public street, alley, sidewalk, park or any other public grounds; or any private property within the municipality, other than the premises of the owner or other person having custody of said dog, cat or other animal, unless all of such fecal excrement is immediately and completely disposed of by the person owning or having custody of any such dog, cat or other animal, all in an appropriate manner and container.

Section 2. Notwithstanding the provisions of Section 1 of this Article 505.06, the owner or person having custody of any dog, cat or other animal shall nevertheless be required periodically to properly and completely collect and dispose of any and all animal fecal excrement accumulating upon the premises of such owner or other person having custody of said dog, cat or other animal. Any detection of odor from animal fecal excrement from any neighboring property shall be deemed to constitute prima facie evidence of such dog, cat or other animal's owner or other person's failure to abide by this Section 2, and shall subject such person to the penalties of Article 505.99 hereof.

505.07- DAMAGED CAUSED BY ANIMAL TO OTHERS' PROPERTY: In addition to the penalty prescribed for violation of Section 1 of Article 505.05 hereof, and consistent with the statutory provisions of Chapter 19, Article 20, Section 13 of the West Virginia Code, as amended, any owner or keeper of any dog who permits such dog to run at large shall be liable civilly for any damages inflicted upon the person or property of another by such dog while so running at large.

505.08- RABIES CONTROL AND COMPLIANCE WITH STATE LAW; OTHER DISEASE CONTROL; SPAYING AND NEUTERING OF ANIMALS:

Section 1. All dogs and cats shall be vaccinated for rabies in the manner prescribed by state law.

Section 2. The Council of the City of Buckhannon strongly encourages all animal owners to promptly immunize and/or treat their animals for other diseases such as distemper, worms, feline leukemia, etc.

Section 3. The Council of the City of Buckhannon strongly encourages all animal owners to consider the prompt spaying or neutering of their animals.

505.09- MANDATORY REGISTRATION OF DOGS UNDER STATE LAW:

Section 1. The statutory provisions of Chapter 19, Article 20, Sections 1 and 5 of the West Virginia Code, as amended, are hereby adopted and incorporated herein.

Section 2. All dogs six (6) months of age or older, must be registered pursuant to state statute.

Section 3. All registered dogs shall at all times wear a valid registration tag issued as provided pursuant to state statute. The failure to have displayed or worn on any dog, at any time, such valid registration tag shall be prima facie evidence that such dog is not registered and such dog shall be subject to be, and shall be, impounded, sold or euthanized as provided by state statute.

505.10- OPTIONAL REGISTRATION OF CATS UNDER MUNICIPAL ORDINANCE:

Section 1. The statutes of the State of West Virginia presently do not provide for the mandatory registration of cats. Notwithstanding the lack of state statutes, the City of Buckhannon strongly recommends to all persons residing within the corporate limits of Buckhannon owning cats, that all cats be voluntarily registered at City Hall.

Section 2. The City Recorder and Treasurer shall establish reasonable and appropriate forms for completion by any owner of a cat, and further shall procure tags to implement a tag system to evidence a cat's registration with the City. The tag shall be attached to a cat's collar, not provided by the City. The initial cost of registering a cat and procuring a cat tag shall be Five Dollars (\$5.00). Tags shall not be transferable either to other owners or to other cats or other animals. If a cat is sold or ownership is otherwise transferred by one person to another person, the subsequent owner shall be required to immediately re-register the cat and hence to procure a new tag in order that the City may maintain the most current identifying information respecting any cat's true owner. Following initial registration and tag procurement, cats shall be deemed to be properly registered with the City for the lesser period of one year or through and until the next ensuing June 30. The annual renewal registration fee shall be Three Dollars (\$3.00), and the City Treasurer each year on or about May 1, shall invoice all persons who have in the preceding year registered cats. The failure of any cat owner to pay any annual, renewal fee shall result in the cat being removed from the registered list of cats maintained at City Hall. There shall be no prorating of either initial or renewal registration fees.

Section 3. In any event that a currently registered and properly tagged cat is found running at large and is captured by any enforcement officer, all reasonable efforts shall be exhausted to contact the duly registered owner of said cat, in the same manner as properly registered dogs' owners are notified, prior to invocation of the euthanasia provisions of Section 4 of Article 505.19 hereof. In the event that any tagged cat is captured, a period of five (5) days shall be added to the established pre-euthanasia time that untagged cats are kept prior to euthanasia. Owners of cats claiming their pets at the animal shelter, shall be required to pay all fees as assessed by the shelter in keeping the cats, including any additional per diem charges accruing as a consequence of application of this

Section 4. Notwithstanding application of Section 3 hereof, any cat owner claiming a cat at the animal shelter, shall be subject to the provisions and penalties of Article 505.05 hereof.

505.11- BARKING DOGS:

Section 1. No person shall keep or harbor any dog or other animal within the corporate limits which by frequent and recurring barking, howling, yelping, crying or other sounds creates unreasonably loud or disturbing noises of such a character, intensity and duration as to disturb the peace and quiet of the city. Any person who shall allow any dog or other animal to remain, be lodged or fed within any dwelling,

building, yard or enclosure owned or occupied by such person, shall be deemed to be keeping or harboring such dog or other animal.

Section 2. Notwithstanding the penalties provided for violation of the provisions of this ordinance pursuant to Article 505.99, in the case of a person keeping or harboring a dog or other animal engaged in the prohibited activity described in Section 1 of this Article 505.11, any enforcement officer, including any member of the City Police Department, shall first issue a written, warning citation to such person prior to issuance of a citation for a first violation.

505.12 - DANGEROUS DOGS:

Section 1. Complaint.

Subsection (a). Any law enforcement officer, animal control officer or any adult person may request under oath that a dog be classified as dangerous as defined in this ordinance by submitting a sworn, written complaint on a form approved by the municipal court. Upon receipt of such complaint, the municipal court clerk shall see that service of the complaint is effected upon the dog owner either through personal service of process or certified mail. The police department shall conduct an investigation into the allegations and file a report with the municipal court clerk. Such report shall be made available to the dog owner prior to any evidentiary hearing.

Section 2. Hearing on Complaint.

A determination hearing shall be conducted by the municipal court judge whenever there is cause to believe that a dog may be a "dangerous dog" as defined in Article 505.03 above. Such hearing shall be conducted within five (5) days of the service of the complaint upon the dog owner or as soon thereafter as practical. Pending the outcome of such a hearing, the dog shall be securely confined in a humane manner on either the premises of the owner, with a licensed veterinarian or with the Upshur County Animal Control Facility.

The municipal court judge shall determine whether to declare the animal to be a "dangerous dog" based upon evidence and testimony presented at the time of the hearing by the owner, witnesses to any incident(s) which the court considers germane to such determination, health department personnel, animal control authority personnel, law enforcement officers or any other person possessing information pertinent to such determination. The Court, in its discretion and within its equitable powers may permit the dog owner and the appropriate governmental agency (Animal Control Facility/Police Department) to enter into an agreement to impose certain restrictions on the dog and hold in abeyance any further hearing/hearings on the matter.

Section 3. Evidence Considered.

Evidence to be considered by the municipal court in a hearing required under this section shall include but not be limited to the following: (i) provocation; (ii) severity of attack or injury to a person or domestic animal; (iii) aggressive history of the dog; (iv) observable behavior of the dog; (v) site and circumstances of the incident; and (vi) statements from witnesses.

Section 4. Decision and Appeal.

The municipal court judge shall render a written decision within five (5) days after the determination hearing or as soon thereafter as practical but in no event more than fifteen (15) days after the hearing. The decision of the municipal court judge is final unless appealed to the Circuit Court of Upshur County, West Virginia within twenty (20) days of entry of the decision.

Upon a determination that a dog is dangerous, the municipal court may order payment by the dog owner of all costs incurred by the city including the costs of impoundment, and may also order payment of veterinarian or medical bills incurred by a victim.

A determination that the dog is a "dangerous dog" as the same is defined herein shall subject the dog and its owner to any or all of the provisions of this article.

Section 5. Keeping of Dangerous Dogs. Any dog adjudicated as dangerous in accordance with Sections 1-4 above shall be subject to any or all of the following;

Subsection (a). Leash. No person having charge, custody, control or possession of a dangerous dog shall allow the dog to exit its kennel, pen or other proper enclosure unless such dog is securely attached to a leash not more

than four (4) feet in length. No such person shall permit a dangerous dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person capable of controlling the dog is in physical control of the leash.

Subsection (b). Muzzle. It shall be unlawful for any owner or keeper of a dangerous dog to allow the dog to be outside of its proper enclosure unless it is necessary for the dog to receive veterinary care or exercise. In such cases, the dog shall wear a properly fitted muzzle to prevent it from biting humans or other animals. Such muzzle shall not interfere with the dog's breathing or vision.

Subsection (c). Confinement. Except when leashed and muzzled as provided in this Section 5, a dangerous dog shall be securely confined indoors or confined in a locked pen or other secure enclosure that is suitable to prevent the entry of children and is designed to prevent the dog from escaping. The enclosure shall include shelter and protection from the elements and shall provide adequate exercise room, light and ventilation. The enclosed structure shall be kept in a clean and sanitary condition and shall meet the following requirements: (i) the structure must have secure sides and a secure top, or all sides must be at least eight (8) feet high; and (ii) the structure must have a bottom permanently attached to the sides or the sides must be embedded not less than one (1) foot into the ground; and (iii) the structure must be of such material and closed in such a manner that the dog cannot exit the enclosure on its own.

Subsection (d). Indoor Confinement. No dangerous dog shall be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such dog shall be kept in a house or structure when the windows or screen doors are the only obstacle preventing the dog from exiting the structure.

Subsection (e) Spaying or Neutering. Upon a determination that a dog is dangerous, the municipal court judge may order the dog to be either spayed or neutered and may order the dog owner to bear the expense of such procedure(s).

Subsection (f). Signs. All owners, keepers or harborers of dangerous dogs shall display in a prominent place on their premises at least one (1) sign easily readable by the public using the words, "Beware of Dog."

Subsection (g). Liability Insurance, Surety Bond. The owner of a dangerous dog shall present to the City proof that he or she has procured liability insurance or a surety bond in the amount of not less than one hundred thousand dollars (\$100,000) covering any damage or injury that may be caused by such dangerous dog. The policy shall contain a provision requiring that the City be notified immediately by the agent issuing the policy in the event that the insurance policy is canceled, lapses, terminates or otherwise expires. The liability insurance or surety bond shall be obtained prior to the issuing of a permit to keep a dangerous dog. The dog owner shall sign a statement attesting that he or she shall maintain and not voluntarily cancel the liability insurance policy during the twelve (12) month period for which a permit is sought, unless he or she ceases to own or keep the dog prior to the expiration of the permit period. In the event that the owner proves to the satisfaction of the City that insurance is not available, he or she may pay a non-refundable cash fee in the amount of one thousand dollars (\$1,000) to the City.

Subsection (h). Annual renewal registration. Notwithstanding any other provision of this Article 505.12, the owner or keeper of a dangerous dog shall renew the registration of the dog on or before each July 1, and the renewal period shall be deemed to continue until the following June 30. The annual, renewal fee for registration of a dangerous dog shall be ten dollars (\$10.00). Any fee paid pursuant to this Article 505.12 shall not be refundable nor shall any fee be prorated.

Subsection (i). Animals born of Registered Dogs. All offspring born of dangerous dogs registered with the City also must be registered with the City within six (6) weeks of birth.

Subsection (j). Notification of Escape or Death of Dog. The owner or keeper of a dangerous dog shall notify the City Recorder immediately if such dog escapes from its enclosure or restraint and is at large. Such immediate notification further shall be required if the dog bites or attacks a person or other domesticated animal. The owner or keeper of a dangerous dog shall notify the City Recorder within ten (10) business days of the death of any dog registered as a dangerous dog.

Subsection (k). Failure to Comply. It shall be unlawful and a misdemeanor for any owner or keeper of a dangerous dog registered with the City to fail to comply with any requirements or condition set

forth in this Section 5 of Article 505.12. Any dog found to be in violation of this Section 5 shall be subject to immediate seizure and impoundment. In addition, failure to comply with the requirements and conditions set forth in this Article 505.12 shall result in the revocation of the dog's license and the permit providing for the keeping of such dangerous dog.

Section 6. Permit and Tag Required for a Dangerous Dog.

Subsection (a). The owner of a dangerous dog shall, within three (3) business days after the classification of the dog as dangerous or upon acquisition of such a dog, obtain an annual permit from the City to harbor the dog. The fee for such permit shall be fifty dollars (\$50.00) per year.

Subsection (b). At the time the permit is issued, a red circular tag shall be issued to the owner of the dangerous dog. The tag shall be worn at all times by the dog to clearly and easily identify it as a dangerous dog.

Subsection (c). The permit for maintaining a dangerous dog shall be presented to any enforcement officer upon demand.

Section 7. Notification of Intent to Impound for Violation of Section 5, Article 505.12.

Subsection (a). When the municipal court judge, upon proper complaint, intends to impound a dangerous dog for violation of any requirement or condition of Section 5 hereof, the municipal court clerk shall first notify the owner or custodian of the dog, by certified mail, of the intended impoundment at least five (5) business days prior to the intended impoundment, except as otherwise provided in Section 8 hereof.

Subsection (b). The notice of intent to impound shall inform the owner or custodian of the dog that the owner or custodian may request in writing, within five (5) business days prior to the intended impoundment, a hearing before the municipal court to contest the intended impoundment and finding of violation.

Subsection (c). Upon request by the owner or custodian of the dog for a hearing pursuant to Subsection (b), a hearing shall be held within ten (10) business days after the request for a hearing. Notice of the date, time and location of the hearing shall be provided by certified mail to or personal service of process upon the dog's owner or custodian requesting such hearing.

Subsection (d). If the owner or custodian requests a hearing pursuant to subsection (b), no impoundment shall occur until conclusion of a hearing upholding the finding of violation, except as authorized by Section 8 hereof.

Section 8. Immediate Impoundment.

Subsection (a). A dog declared to be dangerous may be immediately impounded without a pre-impoundment hearing when the municipal court judge, determines that such immediate impoundment is necessary for the protection of public health or safety. Such immediate impoundment may be ordered for violation of Section 5 or upon the dog biting a person or domestic animal.

Subsection (b). The owner or custodian of the dog immediately impounded pursuant to Subsection (a) hereof, shall be notified of the impoundment by certified mail or personal service of process within five (5) days following the dog's impoundment.

Subsection (c). The notice of impoundment shall inform the owner or custodian of the dog that the owner or custodian may request, in writing, a hearing to contest the impoundment within five (5) business days after the mailing of the notice of impoundment.

Subsection (d). Upon request by the owner or custodian of the dog for a hearing under Subsection (c) hereof, a hearing shall be held within ten (10) business days after such request. Notice of the date, time and location of the hearing shall be provided by certified mail to or personal service of process upon the dog owner requesting the hearing.

Section 9. Impoundment Hearing.

Subsection (a). If after a hearing on impoundment, the court finds no violation of Section 5, or that the dog has not bitten an individual, the dog shall be returned to its owner or custodian if already impounded, or shall not be impounded as intended.

Subsection (b). Incident to the findings and conclusions made at the impoundment hearing, the court may impose reasonable restrictions and conditions for the maintenance of the dog to ensure the health and safety of the public and the animal. Such conditions may include but shall not be limited to:

- (i) posting of bond or other proof of ability to respond in damages;
- (ii) specific requirements as to size, construction and design of a kennel in which to house the dog;
- (iii) requirements as to type and method of restraint and/or muzzling of the dog;
- (iv) photo identification or permanent marking of the dog for purposes of identification; and,
- (v) payment of reasonable fees to recover the costs incurred by the City and/or Lewis-Upshur County Animal Control Authority in ensuring compliance with this Article 505.12.

Section 10. Change of Ownership.

Subsection (a). Any owner of a dangerous dog who sells or otherwise transfers ownership, custody or residence of the dog, shall within five (5) business days after effecting such change of ownership or residence of the dog, provide written notification to the City of the name, address and telephone number of the new owner. It also shall be the responsibility of the person transferring ownership or custody of the dog to provide written notification of the dog's classification as dangerous to the person receiving the dog. The previous owner shall furnish a copy of such notification to the City along with written acknowledgment by the new owner of the new owner's receipt of such notification.

Subsection (b). Any person receiving a dog classified as dangerous must obtain the required permit, tag and enclosure prior to taking physical custody of the dog. The new owner shall comply fully with the provisions of the article 505.12 pertaining to obtaining liability insurance, registration, payment of fees, and maintenance, control and ownership of a dangerous dog.

Section 11. Continuation of Dangerous Dog Declaration.

Subsection (a). Any dog that has been declared dangerous by any agency or department of this City, another municipality, county, state or agency or department of any of the foregoing, shall be deemed to be a dangerous dog in this city, and shall be subject to the provisions of this ordinance for the remainder of the dog's life.

Subsection (b). Any person owning or having custody of any dog which has been designated by any agency or department referenced in subsection (b) hereof, as a dangerous dog, or similar adjective such as but not limited to "vicious", or any dog otherwise meeting the criteria of this Article 505.12 as being a dangerous dog, shall notify the City Recorder in writing of the dog's address and conditions of maintenance, and shall register the dangerous dog with the City Recorder, within ten (10) days of moving the dog into the corporate limits of Buckhannon. The restrictions and conditions of maintenance of any dog declared dangerous by this City, another municipality, county or state or any agency or department thereof, shall remain in full force and effect at all times while the dog remains in this City.

505.13- PROHIBITION FROM KEEPING OF WILD, EXOTIC OR DANGEROUS ANIMALS WITHIN THE CORPORATE LIMITS:

Section 1. It shall be unlawful for any person to keep, possess, harbor, sell or in any other manner engage in the commerce of any of the following species of animals within the corporate limits:

- (a) all poisonous snakes or poisonous reptiles;
- (b) all nonpoisonous snakes exceeding six (6) feet in length;
- (c) crocodilians, exceeding one (1) foot in length;
- (d) gorillas, chimpanzees, orangutans, baboons and any other primates;
- (e) any species of feline not falling within the category of ordinary domesticated house cats;
- (f) bears of any kind;
- (g) raccoons, skunks, woodchuck, fisher, beaver, or other like species
- (h) foxes, wolves, coyotes or other species of canines other than dogs

Section 2. Notwithstanding Section 1 of this Article 505.13, any person may apply for a

permit temporarily exempting them from the prohibition of keeping wild, exotic or dangerous animals within the corporate limits upon submitting the following information in writing upon a form provided by the City:

- (a) the purpose of keeping such animal or animals otherwise prohibited is for educational, scientific or exhibition purposes, such as for part of a program at one of the schools located within Buckhannon, or at West Virginia Wesleyan College, or for display during the West Virginia Strawberry Festival;
- (b) the keeping of the animal or animals within the corporate limits shall not exceed one (1) week in duration;
- (c) the applicant produces proof of a minimum of \$100,000 in liability insurance insuring the keeper against risk of harm to others caused by such animal or animals;
- (d) the applicant provides the full names of all employees and/or other keepers who are involved with the display or exhibition while in the corporate limits;
- (e) the applicant lists all wild, exotic or dangerous animals covered by the permit; and,
- (f) the applicant has not previously had any permit revoked by the City of Buckhannon, nor has any employee and/or other keeper involved with the display or exhibit had any permit revoked by the City.

Section 3. The applicant for a permit described in Section 2 of this Article 505.13 upon

payment of a nonrefundable fee of one hundred dollars (\$100.00) shall be granted a permit. The fee shall cover all animals listed on the application. In cases where the keeper is not in any manner charging a fee or otherwise being compensated for the display or exhibition of the animal or animals and the purpose of the display or exhibit is entirely for educational and/or scientific purposes, then the application fee shall be waived by the City.

Section 4. Any person who in the discretion of any enforcement officer exposes any person to undue risk of harm as a result of the display or exhibition of any animal, shall have the permit described in Section 2 and 3 hereof, immediately revoked, and shall immediately remove all such wild, exotic or dangerous animals from the corporate limits.

Section 5. Any person who fails to abide by the immediate removal of animals' provision of Section 4 hereof, shall be subject to a fine of up to five hundred dollars (\$500.00), and in the discretion of the municipal court judge, confinement up to thirty (30) days.

Section 6. Any keeper who has previously had any permit described in Sections 2 and 3 hereof, revoked by the City, shall not be eligible to apply for any additional permits, nor shall any keeper who has previously had any such permit revoked be permitted to be in the employment of any other applicant for such permit.

505.14 - FEEDING OF UNDOMESTICATED OR STRAY DOGS OR CATS:

It shall be unlawful for any person to place, or cause to be placed any type of food upon any property for the purpose of feeding or watering any stray dog or cat, i.e.; a dog or cat running at large and apparently unregistered by an owner. Any person, however, may adopt any stray dog or cat through proper registration of the animal.

505.15- CONDITION OF PREMISES WHERE ANY ANIMAL IS LAWFULLY KEPT:

The premises wherein all animals are kept or maintained within the corporate limits of the City of Buckhannon, shall be kept in a sanitary condition, and further in such a manner so as not to violate the provisions of Article 505.16 hereof.

505.16. ANIMAL CRUELTY AND TETHERING OF DOGS PROHIBITED; EXCEPTIONS:

.Section 1. CRUELTY TO ANIMALS

(a) No person shall cruelly mistreat, abandon or withhold proper sustenance, including food, water, shelter that protects from the elements, exercise or medical treatment, necessary to sustain normal health and fitness or to end suffering or abandon any domesticated animal to die, or intentionally, knowingly or recklessly leave an animal unattended and confined in a motor vehicle when physical injury to or death of the animal is likely to result, or ride an animal when it is physically unfit, or injure any animal for the purpose of making it perform for a person's amusement, or cruelly chain, tether or confine outside any animal or use, train or possess any domesticated animal for the purpose of seizing, detaining or mistreating any other domesticated animal.

(b) Exceptions. Nothing in subsection (a) of this subsection shall be deemed to prohibit;

(1) Any action by licensed veterinarian done in accordance with accepted standards of veterinary care;

- (2) Any action by a law enforcement officer pursuant to the interest of public health and safety;
- (3) Any act done in self-defense or done to defend another person or animal.

Section 2. TETHERING OF DOGS

(a) Tethering: It shall be unlawful for any person to tether, fasten, chain, tie, restrain or cause a dog to be fastened, chained, tied or restrained to houses, trees, fences, garages or other stationary or highly immobile objects by means of a rope, chain, strap or other physical restraint for the purpose of confinement, except in circumstances where all of the following requirements are met:

- (1) The tethering shall be no longer than necessary for the dog's caretaker or owner to complete a temporary task that requires the dog to be physically restrained for a reasonable period of time;
- (2) Notwithstanding the requirements of Article 505.16, Section 2(a) (1) above, no dog shall be tethered for any period of time in excess of ten (10) hours in any twenty-four (24) hour period.
- (3) The dog must be properly fitted with and wearing a non-choke harness or collar made of leather, nylon, or similar material. Choke or prong collars shall not be used;
- (4) The tether must be attached to the dog's harness or collar and not directly to the dog's neck;
- (5) The tether must be a reasonable length and weight according to the dog's weight and the size of the property.
- (6) The dog is tethered so as to prevent injury, strangulation, or entanglement;
- (7) The dog is not tethered outside during extreme weather;
- (8) The dog is six (6) months of age or older;
- (9) The dog is not a nursing mother or sick or injured;
- (10) If there are multiple dogs, each dog is tethered separately;
- (11) The dog (s) must be tethered at sufficient distance from any other objects to prohibit the tangling of the cable, from extending over an object or an edge that could result in injury of strangulation of the animal.
- (12) A running line or trolley system, if utilized, must be at least fifteen (15) feet in length and at least four (4) feet and no more than seven (7) feet above ground;

Section 3. FOOD, WATER, AND SHELTER

(a) Food. Animals must be provided with food of sufficient quantity and quality to allow for normal growth or the maintenance of body weight.

(b) Water. Animals must be provided with potable water in sufficient quantity to satisfy the animal's needs. Snow or ice is not an adequate water source.

(c) Shelter. Animals must be provided with adequate shelter to provide for their health and welfare. A shelter that protects the animal from inclement weather, wind, and direct rays of the sun, shelter shall be provided and accessible to each dog. Examples of inadequate shelters include, but are not limited to, lean-tos, metal drums, standard unmodified plastic drums, cardboard or other disposable boxes, vehicles, or the area on or beneath exposed porches or exposed decks.

(d) Confinement Areas. A confinement area must provide sufficient space to allow each animal to turn about freely and to easily stand, sit and lie in a normal position. If an animal is maintained in an outdoor confinement area, that space should contain a shelter that complies with the following sections.

(1) General. A person in charge or control of any dog which is kept outdoors or kept in an unheated enclosure shall provide the dog with shelter and bedding as prescribed in this section as a minimum.

(2) Building specifications. The shelter shall include a moisture proof and windproof structure size to accommodate the dog and allow retention of body heat. It should be made of durable material with a solid, moisture-proof floor or a floor raised at least two inches from the ground. The structure shall be provided with a sufficient quantity of suitable bedding material during inclement weather to provide insulation and protection against cold and dampness and promote retention of body heat.

(3) Shade. Shade from the direct rays of sun shall be provided.

(4) Outdoor areas. Outdoor areas shall be maintained as follows:

A. Outdoor Pens. If an animal is confined in an outdoor pen, it must be of adequate and reasonable size and in no event less than a 10' x 10' (100 square feet) area per dog.

B. Extreme Weather - Dogs shall not be penned outside during extreme weather unless the pen is equipped to provide adequate protection.

(5) Surface area. The interior surfaces of all indoor confinement areas must be constructed and maintained so that they are substantially impervious to moisture, provided for adequate drainage may be readily cleaned, kept in good repair, and protect the animal from injury. Confinement areas should be ventilated sufficiently to allow for the free movement of air in and around the confinement area. All outdoor confinement area flooring should be impermeable material or well drained aggregate.

(6) Waste. A suitable method must be used to eliminate excess fluids from confinement areas. All feces should be removed and disposed of properly.

Section 4. ENFORCEMENT; PENALTIES

(a) Enforcement.

(1) First Offense: Any humane officer or law enforcement officer who determines an animal is being kept in violation of any section of this ordinance shall issue a warning to the owner or guardian of the animal or property owner on which the violation is present. The owner or guardian will be given a reasonable amount of time to correct the violation, not to exceed 72 hours.

(2) Second Offense: If the animal continues to show evidence of cruelty or inhumane treatment as set forth in this ordinance, the owner or guardian of the animal shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than three hundred or more than one thousand dollars. In addition, any humane officer or law enforcement officer may, on or after the second offense, take into custody, upon either private or public property, an animal which clearly shows evidence of cruel or inhumane treatment as set forth in this ordinance. Such animal may be subject to forfeiture in accordance with state and local law.

(3) Additional Offense(s): For each subsequent offense, the owner shall be punishable by a fine of not less than three hundred nor more than two thousand dollars.

(b) In addition to the fines and penalties imposed by this section, any defendant convicted of a violation under this ordinance shall pay the Lewis-Upshur County Animal Control Facility or other animal care provider, as a penalty, all reasonable expenses incurred for the care, treatment and boarding of any animals taken into custody pursuant to this ordinance. Such person shall, in addition to any fine imposed, be liable for any costs incurred or to be incurred by the Lewis-Upshur County Animal Control Facility.

505.17 - LIVESTOCK REGULATION:

Section 1. Livestock, or farm animals, shall not be kept or maintained within the corporate limits at any time, except within any Agricultural, "A", zoned district.

Section 2. Notwithstanding Section 1 of this Article 505.17, any livestock, or farm animals, lawfully kept or maintained in any such Agricultural, "A", zoned district, shall be properly corralled, penned, fenced, cooped, or otherwise contained so as to prevent such livestock from leaving the owner's premises.

Section 3. Further notwithstanding Section 1 of this Article 505.17, any person may apply for a permit temporarily exempting them from the prohibition of keeping livestock within the corporate limits upon submitting the following information in writing upon a form provided by the City:

(a) the purpose of keeping such animal or animals otherwise prohibited is for educational, scientific or exhibition purposes, such as for part of a program at one of the schools located within Buckhannon, or at West Virginia Wesleyan College, or for display during the West Virginia Strawberry Festival;

(b) the keeping of the animal or animals within the corporate limits shall not exceed one (1) week in duration;

- (c) the applicant produces proof of a minimum of \$100,000 in liability insurance insuring the keeper against risk of harm to others caused by such animal or animals;
- (d) the applicant provides the full names of all employees and/or other keepers who are involved with the display or exhibition while in the corporate limits;
- (e) the applicant lists all livestock covered by the permit; and,
- (f) the applicant has not previously had any permit revoked by the City of Buckhannon, nor has any employee and/or other keeper involved with the display or exhibit had any permit revoked by the City.

Section 4. The applicant for a permit described in Section 3 of this Article 505.17 upon payment of a nonrefundable fee of ten dollars (\$10.00), shall be granted a permit. The fee shall cover all animals listed on the application. In cases where the keeper is not in any manner charging a fee or otherwise being compensated for the display or exhibition of the animal or animals and the purpose of the display or exhibit is entirely for educational and/or scientific purposes, then the application fee shall be waived by the City.

505.18 - MISCELLANEOUS PROVISIONS:

Section 1. No person shall cast or put any sick, dying or dead dog, cat or other animal on any premises, private or public, within the corporate limits.

Section 2. The owner of any animal within the corporate limits, whose animal has died, shall attend to the immediate, proper and sanitary disposal and/or interment of such animal in such a manner to prevent accessibility to any animal remains by any other person or animal.

Section 3. The animal control officer or such other designated employees of the City shall cause to be removed as promptly as possible, any animal found dead upon any street or other public place within the corporate limits.

505.19- CITY COOPERATION WITH STATE AND/OR COUNTY AUTHORITIES RESPECTING THE TRAPPING, CAPTURING, KEEPING, PLACING FOR ADOPTION, EUTHANIZING, RELOCATING AND/OR DISPOSING OF DOGS AND CATS RUNNING AT LARGE, UNDOMESTICATED, WILD OR STRAY ANIMALS:

Section 1. The City through its employees, agents and contractors, shall work cooperatively with all state and/or county agencies and other authorities in alleviating problems and nuisances created by dogs and cats running at large.

Section 2. The City shall establish or otherwise participate with other state and/or county agencies in establishing a system for the humane trapping, capturing and keeping of any and all dogs and cats running at large.

Section 3. The City shall apply reasonable means of locating the true owner of any registered dog or cat trapped or captured, and returning any such dog or cat to its owner. Alternatively, any such unregistered dog or cat may be offered for immediate adoption to any adult person upon payment by such person of any requisite fees, and any registered dog or cat may be offered for adoption to any adult person following the established holding period and upon payment by such adopting person of any requisite fees.

Section 4. Following the passage of the reasonable time established in accordance with the policies of the Upshur-Lewis County Animal Shelter, and in the event of the failure to locate the true owner, and in the further event of the failure to realize the adoption of any such dog or cat, such dog or cat may be euthanized in a humane manner. The remains of any euthanized animal shall be promptly disposed of in a proper and sanitary manner.

Section 5. The City through its employees, agents and contractors, shall work cooperatively with all state and/or county agencies and other authorities in alleviating problems and nuisances created by other undomesticated, wild or stray animals, other than dogs and cats. The means of alleviating such problems and nuisances shall be in accordance with practices or policies either specifically established or as accepted by the West Virginia Bureau of Commerce's Division of Natural Resources.

Section 6. The trapping, capturing, hunting, drugging, poisoning, or killing of any domesticated animal, including any dog or cat, except as otherwise expressly authorized by this ordinance shall be strictly

prohibited within the corporate limits. Any person charged with a violation of this Section 6 of Article 505.19 shall not be permitted to assert as a defense that the means of trapping, capturing, hunting, drugging, poisoning or killing of any domesticated animal was intended to affect the trapping, capturing, hunting, drugging, poisoning or killing of some non-domesticated animal.

505.20 - ESTABLISHMENT OF MUNICIPAL ANIMAL CARE AND CONTROL COMMISSION:

Section 1. For purposes of receiving input from the residents of the corporate limits and surrounding Upshur County respecting matters concerning the care and control of animals in general, and of the application and enforcement of the provisions of this ordinance in particular, and the policies and regulations of the City in general respecting the care and control of animals within the corporate limits, there is hereby created the Municipal Animal Care and Control Commission.

Section 2. The Commission shall for all purposes be deemed to be and shall serve as an administrative subdivision of the City of Buckhannon, and shall convene public meetings from time to time to permit local residents the opportunity to be heard upon matters involving or affecting animals within the corporate limits.

Section 3. The Commission shall not have rule-making authority, except insofar as establishing reasonable and necessary rules for the conducting of Commission meetings, but rather the Commission shall serve as a municipal agency of the City, to recommend amendments or additions to this ordinance and to the policies and regulations of the City respecting animal care and control.

Section 4. The Commission shall be convened at least annually, and shall consist of five (5) voting members constituted as follows: (1) the Mayor of the City of Buckhannon who shall serve as Chairperson; (2) the President of the Upshur County Humane Society or such other designee of the Humane Society, as designated in writing; (3) a veterinarian practicing in Upshur County, West Virginia, duly appointed by the City Council; and (4) and (5) two residents of the City of Buckhannon, duly appointed as “at large” members by the Council of the City of Buckhannon. The terms of service for the five (5) members shall be in the case of the mayor for the term of office, and for all other members for a one (1) year term beginning each July 1, unless otherwise specified by the Council. Members may be reappointed by the Council for unlimited terms of service. Additionally, the Council may from time to time appoint other non-voting member, who may or may not be residents of the corporate limits, as nominated by the Mayor. A quorum shall be deemed to be the presence of any three (3) voting members of the Commission.

Section 5. All recommendations which the Commission seeks the Council to formally consider, shall be submitted to the Council in written form, and shall be duly considered by the Council during a regularly convened council meeting with the Commission’s report to be made a part of the minutes of the Council meeting during which the recommendations are considered.

Section 6. The City Recorder of Buckhannon shall serve as the ex officio secretary of the Animal Care and Control Commission, and shall take and maintain all minutes of all meetings together with appropriate correspondence received or generated by the Commission.

505.21 - EFFECT UPON OTHER MUNICIPAL ORDINANCES: Any and all other ordinances of the City of Buckhannon not amended hereby, shall remain in full force and legal effect except for those provisions which are expressly amended pursuant to the provisions hereof.

505.22 - SEVERABILITY: In the event that any section(s) or provision(s) of this Ordinance is determined to be violative of state or federal statute or court ruling, unconstitutional, invalid or otherwise unenforceable by a Court of competent jurisdiction, such determination shall not affect the validity of this Ordinance as a whole or the sections and provisions thereof which are not specifically held to be violative of state or federal statute or court ruling, unconstitutional, invalid or otherwise unenforceable.

505.23 - EFFECTIVE DATE: This Ordinance shall be deemed effective thirty (30) days following the second (2nd) reading, passage and adoption by the Council of the City of Buckhannon.

505.99- PENALTIES FOR VIOLATIONS OF THE REQUIREMENTS OF THIS ORDINANCE:

Section 1. Except as otherwise expressly provided herein or as otherwise expressly mandated by state statute, the commission of a first violation of any provision of this ordinance shall be considered a misdemeanor offense, and shall upon conviction thereof, result in the assessment by the Municipal Court Judge of a fine in an amount not exceeding twenty-five dollars (\$25.00) plus all costs of the proceeding, including any costs assessed by the city/county animal shelter.

Section 2. Except as otherwise expressly provided herein, the commission of a second violation of any provision of this ordinance shall be considered a misdemeanor offense, and shall upon conviction thereof, result in the assessment by the Municipal Court Judge of a fine in an amount not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00), plus all costs of the proceeding, including any costs assessed by the city/county animal shelter.

Section 3. Except as otherwise expressly provided herein, the commission of any third or subsequent violation of any provision of this ordinance shall be considered a misdemeanor offense, and shall upon conviction thereof, result in the assessment by the Municipal Court Judge of a fine in an amount not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) plus all costs of the proceeding, including any costs assessed by the city/county animal shelter, and further in the discretion of the Municipal Court Judge, any such person convicted of any third or subsequent violation of any provision of this ordinance may be ordered to be confined for a period not exceeding thirty (30) days.

.....

FIRST READING: February 18, 2016

SECOND READING, PASSAGE AND ADOPTION: March 3, 2016

Rick Edwards, Mayor

CERTIFICATE OF ENACTMENT

I, Amberle Jenkins, Assistant City Recorder, do hereby certify that the foregoing Ordinance No. 397 amending, modifying and re-enacting Article 505 of the Codified Ordinances of the City of Buckhannon, was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on March 3, 2016.

Amberle Jenkins, Assistant City Recorder

A guest present commented that the general public was not aware of this ordinance. She briefly had scanned through it and was disturbed by some of the language concerning feeding of stray animals; enforcement of animal’s, defecating on private property; animals running at large. Audience and Council members discussed the matters and explained some language was from the original ordinance. Ordinances can be amended if need be and the Animal Care and Control Committee should continue to meet and review the ordinance. Attorney McClure commented that much of language is approved by the ASCPA (American Society for Prevention and Cruelty to Animals).

Motion Pugh/Albaugh to approve second and final reading of Ordinance 397 (Article 505) Animal Care and Control Ordinance. Motion carried.

- **Resolution 2016-04 Transportation Alternative Grant (Gateway West)**

RESOLUTION NO. 2016-04

RESOLUTION NO. 2016-04 OF THE COUNCIL OF THE CITY OF BUCKHANNON FORMALLY OFFERING ITS SUPPORT FOR THE GATEWAY WEST TRANSPORTATION ALTERNATIVES SIDEWALK AND LIGHTING IMPROVEMENT PROJECT

WHEREAS, the City of Buckhannon is consistently striving to improve the economy and viability of the downtown area; and

WHEREAS, the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project will provide economic improvement by providing more accessibility to not only the downtown area but also to the Liggett Addition; and

WHEREAS, the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project will increase the amount of pedestrian and bicycle traffic to the downtown area by increasing the main street economy, which allows for a more viable downtown district; and

WHEREAS, the objective to the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project is to provide pedestrians, bicyclists and other non-motorized forms of transportation a safe transportation environment (pedestrian, bicycling, and non-motorized) from the Liggett Addition to the City of Buckhannon; and

WHEREAS, the City of Buckhannon recognizes the need for the replacement and construction of new concrete sidewalks from the Liggett Addition to the City of Buckhannon; and

WHEREAS, the City of Buckhannon recognizes the need for improved street lighting from the Liggett Addition to the City of Buckhannon; and

WHEREAS, the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project shall also serve as an extension of the Buckhannon River Walk by allowing pedestrians and bicyclists to safely travel from the Liggett Addition through downtown Buckhannon to any of the river walks without having to walk or bicycle along the edge of WV County Route 12 (Old Weston Road); and

WHEREAS, the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project shall help improve the quality of life for people by providing a safe walking and bicycling environment and providing access to St. Joseph's Hospital and the Physician's Care Facility located between Liggett Addition and the City of Buckhannon; and

WHEREAS, the construction of downtown-style sidewalks and the installation of period lighting in the proposed Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project will incorporate the City of Buckhannon's existing historical downtown theme, thus connecting the outlying residential areas with the downtown and providing a sense of community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Buckhannon, as follows:

(1) The Buckhannon City Council hereby ADOPTS, RATIFIES and APPROVES this Resolution of Support for the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project; and

(2) The estimated cost of the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project is Three Hundred Ninety Five Thousand Three Hundred Fifty One Dollars and Forty Two Cents (\$395,351.42); and

(3) Pending funding of the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project by the West Virginia Department of Transportation, Division of Highways (WVDOH), the Council of the City of Buckhannon will provide \$79,070.28, which is twenty percent (20%), of the total Project funding via the "Pay-As-You-Go Method", meaning the City of Buckhannon will pay 100% of all costs (\$395,351.42) associated with the construction of the Gateway West Transportation Alternatives Sidewalk and Lighting Improvement Project and will submit invoices to the WVDOH for 80% reimbursement for the costs accrued, which is approximately \$316,281.14, thus leaving 20% of the total Project costs (\$79,070.28) to be paid by the City of Buckhannon; and

(4) The City Recorder shall certify the passage and adoption of this Resolution, No. 2016-04; and,

VOTE ON RESOLUTION

IN FAVOR

OPPOSED

(1) _____
Richard W. Edwards, Mayor

(2) _____
Pamela Cuppari, Council Member

(3) _____
Ronald J. Pugh, Council Member

- (4) _____
Mary Albaugh, Council Member
- (5) _____
Robyn Simons, Council Member
- (6) _____
J. David Thomas, Council Member

CERTIFICATE OF ENACTMENT

I, Amberle Jenkins, Assistant City Recorder, do hereby certify that the foregoing Resolution No. 2016-04 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on March 3, 2016.

Amberle Jenkins, Assistant City Recorder

Motion Albaugh/Pugh to approve Resolution Resolution 2016-04 Transportation Alternative Grant (Gateway West).

**Roll call vote was taken: Thomas; Pugh; Cuppari; Albaugh; Simons; Edwards voted Yes.
Motion carried.**

- **Resolution 2016-05 Suddenlink Lease Agreement:**

RESOLUTION NO. 2016-05

RESOLUTION NO. 2016-05 OF THE COUNCIL OF THE CITY OF BUCKHANNON AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY BUCKHANNON, TO ENTER INTO THE ATTACHED LEASE AGREEMENT WITH ALTICE S.A. D/B/A SUDDENLINK COMMUNICATIONS PERTAINING TO A PARCEL OF REAL ESTATE SITUATE ON NORTH BUCKHANNON WATER TANK HILL, BUCKHANNON CORPORATION DISTRICT UPSHUR COUNTY, WEST VIRGINIA

WHEREAS, the City of Buckhannon previously entered into a franchise agreement with Cequel III Communications II, L.L.C., doing business as Suddenlink Communications, effective January 2, 2010, which granted a nonexclusive franchise to Suddenlink to operate a television cable system in Buckhannon, West Virginia; and,

WHEREAS, the aforesaid franchise agreement providing for a term of five (5) years was scheduled to expire on December 31, 2014 and through several extensions of council the said franchise agreement is now set to expire on June 30, 2016; and,

WHEREAS, by Resolution No. 2015-12, the Council approved the change of control of the cable television franchise from Cequel III Communications II, LLC d/b/a Suddenlink Communications to Altice S.A. on June 18, 2015; and

WHEREAS, in conjunction with the renewal of the franchise agreement the Parties have likewise commenced negotiations for the purpose of establishing a lease of the above-referenced real estate for the purpose of providing a head end for equipment of the franchisee; and

WHEREAS, the City of Buckhannon and Altice S.A. have finalized their negotiations of this head end lease agreement; and

WHEREAS, the Parties have likewise identified and legally described the leased premises; and

WHEREAS, this head end lease agreement and attachments are incorporated herein as part of this resolution of council; and

WHEREAS, said lease agreement will commence on April 1, 2016 and expire on May 31, 2023; and

WHEREAS, it is necessary for the City Council to formally authorize the execution of this head end lease, and further to authorize Mayor Richard W. Edwards, to execute and deliver on the City's behalf any and all documents as may be deemed reasonable, necessary or appropriate to evidence the City's agreement to said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BUCKHANNON, AS FOLLOWS:

(1) The aforesaid lease agreement negotiated between the Parties is hereby ADOPTED, APPROVED and RATIFIED by the council of the City of Buckhannon;

(2) Mayor Richard W. Edwards is expressly authorized to execute and deliver on the City’s behalf unto Suddenlink, any and all reasonable, necessary and appropriate documents to evidence the City’s agreement to the aforesaid lease;

(3) The City Recorder shall certify the passage and adoption of this Resolution No. 2016-05; and,

(4) This Resolution, or a copy thereof, may be appended to, and made a part of any and all other formal contracts, agreements and/or other documentation respecting the matters described herein and further to evidence the formal acceptance thereof by the City Council of the City of Buckhannon.

VOTE ON RESOLUTION

IN FAVOR	OPPOSED
(1) _____ Richard W. Edwards, Mayor	_____
(2) _____ Pamela Cuppari, Council Member	_____
(3) _____ Ronald J. Pugh, Council Member	_____
(4) _____ Mary Albaugh, Council Member	_____
(5) _____ Robyn Simons, Council Member	_____
(6) _____ J. David Thomas, Council Member	_____

CERTIFICATE OF ENACTMENT

I, Amberle Jenkins, Assistant City Recorder, do hereby certify that the foregoing Resolution No. 2016- 05 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on March 3, 2016.

Amberle Jenkins, Assistant City Recorder

Fencing issues; Fee issues and access to City water tanks have been addressed and resolved.

Motion Albaugh/Pugh to approve Resolution 2016-05 Suddenlink Lease Agreement.

**Roll call vote was taken: Thomas; Pugh; Cuppari; Albaugh; Simons; Edwards voted Yes.
Motion carried.**

- **Suddenlink HeadEnd Lease Agreement**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated March 4, 2016, by and between the City of Buckhannon, West Virginia, (the "Landlord") and Altice S.A. d/b/a Suddenlink Communications (the "Tenant").

WHEREAS, Landlord owns and desires to lease to Tenant pursuant to the terms of this Lease that certain parcel of real property located in the City of Buckhannon, Upshur County, State of West Virginia, commonly known as "North Buckhannon Water Tank Hill" and more specifically described on Exhibit A, attached hereto and made a part hereof, (the "Property"); and

WHEREAS, Tenant desires to lease a portion of the Property as more particularly described on Exhibit B, attached hereto and made a part hereof, (the "Premises") from Landlord pursuant to the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Landlord and Tenant hereby agree as follows:

1. Lease of Premises; Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon the terms and conditions set forth herein. The Premises may be used by Tenant and its invitees in connection with its activities as a communications company or for any other lawful purpose.

2. Term; Commencement Date. Unless sooner terminated pursuant to the terms herein, the term ("Term") of this Lease shall be for a period of Seven (7) years commencing on June 1, 2016(the "Effective Date") and ending on May 31, 2023.

3. Rental. Tenant shall pay to Landlord rent in the following amounts;

Years 1-2:	Eight Thousand Four Hundred Dollars (\$8,400.00)
Years 3-5:	Twelve Thousand Dollars (\$12,000.00)
Years 6-7:	Fourteen Thousand Four Hundred Dollars (\$14,400.00)

Payable in advance in equal monthly instalments on or before the first (1st) day of each month during the Term of this Lease at the address set forth below, or to such other address as Landlord may specify in writing. If Tenant is in possession of the Premises for only a portion of a month, the monthly rental shall be prorated for the number of days of Tenant's possession during such month. Upon execution of this Lease, Landlord shall provide Tenant a completed W-9 Form, attached hereto as Exhibit C and made a part hereof.

4. Taxes and Assessments. Landlord shall be responsible for paying all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever (including ad valorem real property taxes) which may be taxed, charged, assessed, levied or imposed at any time or from time to time during the Term by any governmental authority solely upon or against the Premises or the operation, possession or use thereof. Tenant shall pay any personal property taxes levied against the property of the Tenant contained in the Premises, coming due during the Term.

5. Access; Quiet Possession. Landlord covenants and warrants that Tenant shall have (i) full and unrestricted access and adequate ingress to and egress from the Premises via public roads or streets; and (ii) peaceable and quiet enjoyment and possession of the Premises at all times throughout the Term, without any manner of hindrance or interference from Landlord or any persons claiming through Landlord. Landlord shall, at its own expense, promptly commence and diligently prosecute all appropriate actions, judicial or otherwise, that may be required to assure such quiet possession. Landlord covenants and warrants that it is the true and lawful owner of the Premises and has the

unrestricted right, power and authority to enter into this Lease and perform fully in accordance with its terms.

6. Improvements. Consistent with local zoning and other land use requirements, Tenant may construct such improvements and may install such fixtures, furnishings, machinery and equipment, including, without limitation, a fence to enclose the Premises, a building, satellite signal reception dishes, towers and other communications equipment on the Premises as Tenant deems appropriate. Ownership of and title to any and all such improvements, fixtures, furnishings, machinery and equipment, howsoever any of the same may be affixed to the realty, shall at all times remain in Tenant.

7. Hazardous Wastes. Landlord covenants and warrants to Tenant that the Premises have not been used for the production, storage, deposit or disposal of radioactive or hazardous substances of any kind or nature, which substances, if found on the Premises, would subject the owner of or any person holding any interest in the Premises to any damage, penalty or liability under any applicable local, state or federal law or regulation. Landlord shall defend, indemnify and hold Tenant harmless from and against any and all claims, demands, actions, judgments, costs (including, without limitation, reasonable attorneys' and experts' fees), losses, expenses and liabilities of every kind or nature whatsoever which may arise in connection with or result, directly or indirectly, from any of the matters covered in the preceding sentence.

8. Indemnification. Tenant shall indemnify and save harmless Landlord from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature ("Losses") arising from (i) Tenant's violation of this Lease, or (ii) any act or omission of Tenant or its agents, contractors, subcontractors, licensees or invitees. Landlord shall indemnify and save harmless Tenant from and against any and all Losses arising from (i) Landlord's violation of this Lease, or (ii) any act or omission of Landlord or its agents, contractors, subcontractors, licensees or invitees.

9. Termination.

9.1 Tenant, at its sole option, shall have the right to terminate this Lease and all of Tenant's obligations hereunder:

(a) in the event Tenant is prohibited or unduly hindered from using the Premises in the manner contemplated by Tenant as a consequence of any zoning or land use ordinance or any governmental order or decree, including revocation or nonrenewal of any license, permit or franchise to operate Tenant's facilities;

(b) in the event all or any portion of the Premises is rendered unusable, in Tenant's sole discretion, by earthquake or other casualty or is taken by condemnation, eminent domain or other action by any governmental authority;

(c) in the event Landlord defaults in the performance of any of its obligations hereunder and fails to cure the same within thirty (30) days after Tenant has provided written notice thereof to Landlord or if such default is of such a nature that the same cannot be completely remedied or cured within such thirty (30) day period, in the event Landlord fails to commence and reasonably pursues curing such default within such thirty (30) day period; or

(d) by providing Landlord at least sixty (60) days written notice of Tenant's determination, in Tenant's sole and absolute discretion, to terminate this Lease.

9.2 Landlord, at its sole option, shall have the right to terminate this Lease and all of Landlord's obligations hereunder in the event Tenant defaults in the performance of any of its obligations hereunder and fails to cure the same within thirty (30) days after Landlord has provided written notice thereof to Tenant or if such default is of such a nature that the same cannot be completely remedied or cured within such thirty (30) day period, in the event Tenant fails to commence and reasonably pursues curing such default within such thirty (30) day period.

9.3 At the expiration or earlier termination of this Lease, Tenant shall yield the Premises to Landlord in good order and in substantially the same condition as on the date hereof, ordinary wear and tear and fire or other casualty excepted.

10. Assignment. Tenant shall have the right to assign Tenant's interest under this Lease or sublet all or any portion of the Premises at any time and from time to time. This Lease shall run with the land. If

Landlord sells or otherwise transfers or assigns its interest in this Lease and/or the Premises, such purchaser, transferee or assignee thereof shall be deemed to have assumed all of Landlord's obligations hereunder, and this Lease shall remain in full force and effect and be binding upon and enforceable against such party.

11. Condemnation. In the event any part of the Premises or common areas associated therewith, including parking areas, shall be taken under the power of eminent domain or condemnation by any legally constituted authority, and there remains a sufficient amount of space to permit Tenant, in its reasonable determination, to carry on its business in a manner comparable to which it has become accustomed, then this Lease shall continue, but the obligation to pay rent on the part of the Tenant shall be reduced in an amount proportionate to the area and relative value of the Premises taken by such condemnation. In the event all of the Premises shall be taken, or so much of the Premises taken that it is not feasible, in Tenant's reasonable determination, to continue a satisfactory operation of the business of the Tenant, then this Lease shall be terminated. Such termination shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Any award or compensation paid on account of any condemnation shall be payable solely to Landlord, other than such portion of the award attributable to Tenant's equipment and other improvements to the Premises, if any, which portion shall be payable to Tenant.

12. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device (provided the sender receives printed confirmation of receipt), (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Landlord:

City of Buckhannon
70 East Main Street
Buckhannon, WV 26201
Attention: Mayor
Telephone: 304-472-1651
Facsimile: 304-472-4620

If to Tenant:

Altice S.A. d/b/aSuddenlink
Communications
520 Maryville Centre Drive, Ste. 300
St. Louis, MO 63141
Attn: Legal Department
Telephone: (314) 315-9400
Facsimile: (314) 315-9322

or to such other address as the parties may designate in writing.

23. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

14. Subordination and Non-disturbance. This Lease shall at all times be subject and subordinate to the lien of any mortgage or any other security instrument and any extensions or replacements thereof that may now or hereafter be placed on the Premises by Landlord; provided, however, that Landlord shall have obtained from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that (i) so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under this Lease, its tenancy shall not be disturbed, nor shall this Lease be affected by any default under such mortgage; and (ii) the foreclosing mortgagee or any purchaser at such foreclosure sale (or purchaser in lieu of foreclosure) shall not have any greater rights with respect to the Lease or against Tenant than Landlord has under the Lease.

15. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it

is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16. Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of the Landlord, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

17. Recording. Upon the request of either party, a memorandum of this Lease accurately reflecting the terms of this Lease shall be executed by the parties and recorded with the appropriate recorder of deeds or equivalent office.

18. Termination of Previous Agreements. Landlord and Tenant agree that, as of the Effective Date, any and all prior agreements between Landlord and/or Landlord’s predecessors in interest and Tenant and/or Tenant’s predecessors in interest, shall be terminated in their entirety, become null and void and of no further force or effect.

19. Headings, Meaning of Words, Entire Agreement. The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

20. Counterpart Signatures; Facsimile Signatures. This Lease may be executed in any number of counterparts and by different parties to this Lease on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

21. Governing Law. This Lease shall be governed by the laws of the state in which the Premises are located, without reference to such state’s conflicts of laws principles.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the last day and year written below.

LANDLORD:	TENANT:
City of Buckhannon, WV	Altice S.A. d/b/a Suddenlink Communications
By: _____	By: _____
Name: Richard Edwards	Name: John Fuhler
Title: Mayor	Title: Senior Vice President, Fiscal Operations
Date: _____	Date: _____

Exhibit A
The Property
(See Attached Description Provided By Landlord)

8 Hall Road
Buckhannon, WV 26201

DESCRIPTION OF SURVEY

A parcel situate in the Buckhannon Corporation District, Upshur County, West Virginia.

Beginning at a Found Chainlink Fence Post, from which a found 1/2" Rebar, corner of The City of Buckhannon, Deed Book 336 Page 201, bears S82-26-46E 185.37'; Thence with six partition lines S89-55-04E 30.30' to a Found Chain Link Fence Post;

Thence S18-44-37E 28.82' to a Found Chain Link Fence Post;

Thence S18-37-16W 35.22' to a Found Chain Link Fence Post;

Thence S63-39-53W 19.19' to a Found Chain Link Fence Post;

Thence N33-03-55W 30.33' to a Found Chain Link Fence Post;

Thence N07-03-41E 44.14' to the point of beginning, containing 2,301.1 Square Feet, more or less.

Being a part of a 1.51 acre tract as conveyed to the City of Buckhannon in Deed Book 336 at page 201.

Description written by Dale P. Bennett, PS #954.



Exhibit B
The Premises

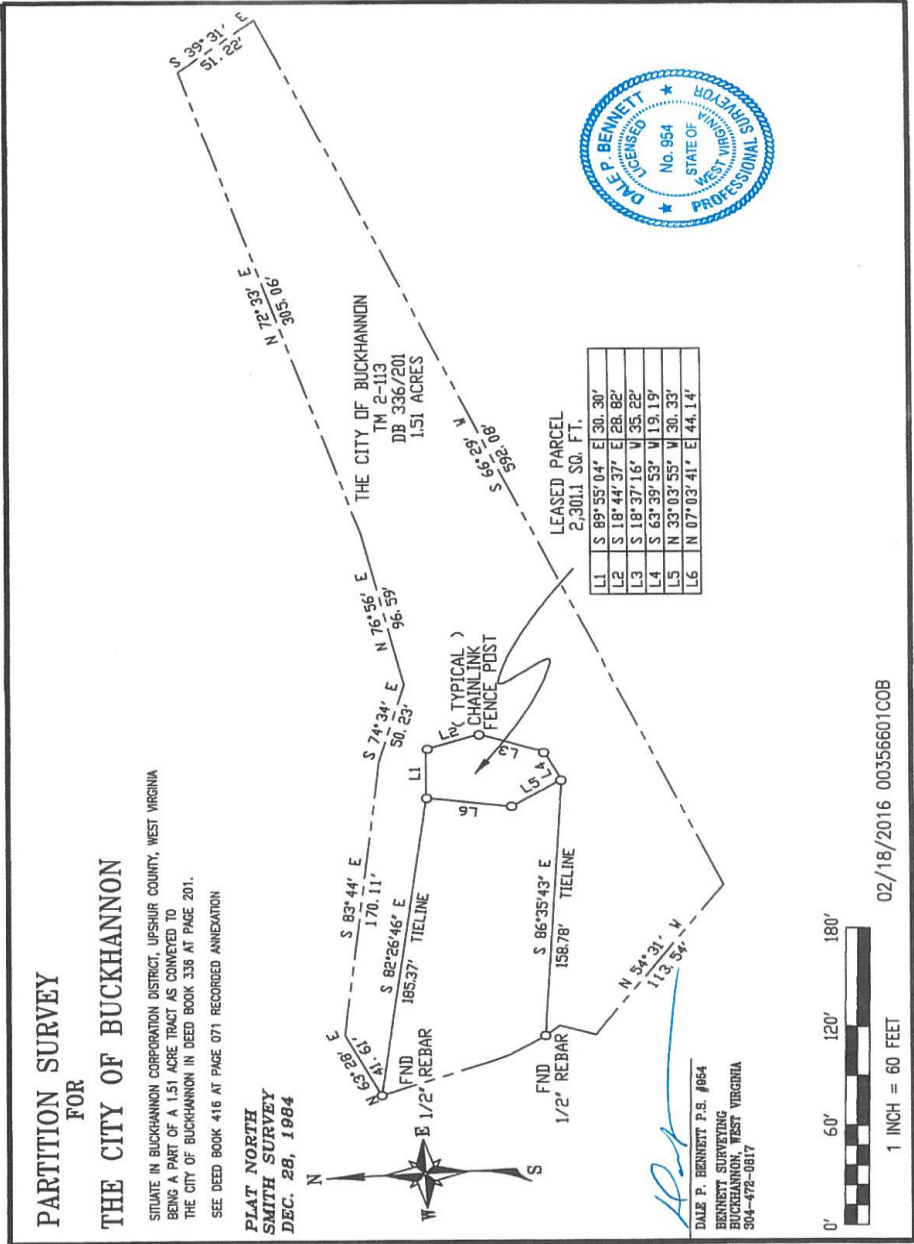


Exhibit C

W-9

(To be Provided By Landlord)

- **Resolution 2016-06 Riverwalk Lighting Project:**

RESOLUTION NO. 2016-06

Be it resolved that the City Council of the City of Buckhannon hereby authorize the application to the West Virginia Department of Transportation, Transportation Alternative Grant Program for the Elizabeth J. (Binky) Poundstone River Walk Lighting Project FY 2017 with a total project amount of \$95,712.64. This project will provide for the purchase and installation 25- period style streetlights around a 2500' section of the river walk.

Signed: _____

Amberle Jenkins, Assistant City Recorder

Mr. Gyax asked that City take into consideration that the astronomy class at WVWC be taken into consideration before more lighting is installed. They use areas of the trail to observe the sky and lighting obstructs that view.

Motion Albaugh/Cuppari to approve Resolution 2016-06 Riverwalk Lighting Project.

Roll call vote was taken: Thomas; Pugh; Cuppari; Albaugh; Simons; Edwards voted Yes. Motion carried.

Comments and Announcements:

Council Comments:

- Council Cuppari reported that the July 4th committee will meet Monday Mar 7th at 5:30. Any interested persons may attend.
- Council Pugh reported on the schedule of many events; open mic at DoReMeh Wed; Laxcaux Theatre Thurs; 88 Restaurant live music; Festival Friday's will begin in June. He thanks all for attending.
- Council Simons thanked all for attending and appreciated Mr. Osburn endorsing her thoughts on a sound system in Council Chambers.
- Council Thomas asked that citizens be respectful of election candidates signs. He thanked Animal Care on Control Committee for their work on the ordinance. He cautioned people on what the read on Facebook. If persons have questions contact Council, City Hall or Mayor. He thanked Create Buckhannon and Arts Alliance on their contributions to the City.
- Mayor Edwards thanked Animal Care Control. Informed residents of Sunrise Services March 27, Make it Shine in April; Newsletter is going out with information about city events and programs; Bocce Ball and sidewalk is being constructed at Jawbone Park. He suggested that the Park Committee look into turning part of the North Buckhannon Park into a dog park to deter the geese, since there have been so many complaints about the geese droppings. Dogs will change the geese habitat.

Motion Albaugh/Pugh to adjourn into executive session to discuss property, per WV Code 6-9a-4 at 8:50 pm.

Council reconvened at 9:15 pm from executive session.

There being no further business to be conducted, meeting adjourned at 9:15 pm.

Mayor Richard Edwards _____

Assistant Recorder Amberle Jenkins _____