

A G E N D A
PRESTON COUNTY COMMISSION
DECEMBER 12, 2023
9:30 A.M.

Call to order by President and Pledge of Allegiance.
Roll call of Commissioners.
Recognition of Public.
Review of Bills.

Assessor's Office-

Tax Correction List- None

Apportionments - None

Recognition of Scheduled Appointments –

9:31 a.m. Justin Wolfe and Duane Hamilton, OEM-E911 – Approval EMPG Award Document and Employee Hire

9:35 a.m. Connie Ervin, Assessor – Cybersecurity Grant information

Approval of Minutes – November 21, 2023 and November 28, 2023

Estate Settlements List – November 27, 2023 thru December 01, 2023

ESTATE NAME: **ROBERT L. BAYLOR**

ESTATE NAME: **KAREN S. HOWELL**

Proceedings in Vacation/Clerk's Fiduciary Report – November 30, 2023 through December 6, 2023

Fiduciary Commissioner Report – Motion to approve Fiduciary Commissioner Recommendations/Order, December 12, 2023

Estate of Donna Elaine Reiner – dated October 26, 2023 filed by Woodrow E. Turner, Fiduciary Commissioner

Old Business – Consideration and/or action -

New Business – Consideration and/or action –

A. County Vehicle and Taxable Employee Benefits Policies

B. Engagement Letter for Everhart, Brown & Devall LC - Research County Real Estate

OEM Central Garage Report – Consideration and/or action –

County Administrator's Report – Consideration and/or action -

A. December 26, 2023 Regular Session Meeting Cancelled

B. Tentative 2024 Board of Equalization and Review Schedule

C. SOQ Mills Group Contract

D. Facilities Updates

a. Sheriff's Office/Change Orders

E. Budget Revisions

a. Paycom, Inc.

F. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

Legal Matters- Consideration and/or action

Information -

A. Miscellaneous Correspondence

Commissioners' Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:30 a.m., December 12, 2023 in the County Commission Meeting room.

The meeting was called to order by President Samantha Stone who invited those present to join in the Pledge of Allegiance.

Commissioner Stone then declared the following Commissioners present: Don Smith, Hunter Thomas and Samantha Stone.

Recognition of Public

Also, present was Administrator Nathan Raybeck and Assessor Connie Ervin.

The following persons registered their attendance during the meeting:

Jennifer Graham – DP	Jacob Martin – WV News, PCN&J
Nichole Larew	Deanna Lively
Cannon Wadsworth-GST	Clark Nicklow
Duane Hamilton	Justin Wolfe
Roy Watkins	Melissa Hardy

Review of Bills

Commissioner Thomas made a motion to pay the bills that have been properly presented and reviewed. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Assessor’s Office -
Tax Correction List - None
Apportionments – None

Recognition of Scheduled Appointments –

9:31 a.m. Justin Wolfe and Duane Hamilton, OEM-E911-Approval EMPG Award Document and Employee Hire

The EMPG Award Document approval postponed until next week

Commissioner Thomas moved to approve the hire of William A. Walker III for Preston County E-911/OEM as part-time temporary help for IT purposes with a pay of \$24/hr. effective December 18, 2023. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached.)



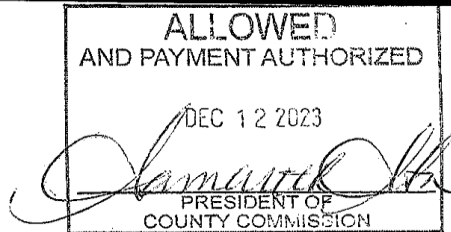
PRESTON COUNTY
E-911 Communication Center

300 Rich Wolfe Dr.
Kingwood, WV 26537
Phone: 1-304-329-1855
Fax: 1-304-329-2530

Director: Duane Hamilton **Ast. Director: Justin Wolfe**

December 12, 2023
Preston County Commission
106 W. Main St., Suite 202
Kingwood, WV 26537

Re: New Hire



I am requesting approval to hire William A. Walker III as a Part-Time IT Technician for Preston County E-911/OEM, effective 12-18-2023.

Upon your approval, Mr. Walker will start at \$24/hr. with no benefits.

Respectfully,
Duane K. Hamilton
Duane K Hamilton

9:35 a.m. Connie Ervin, Assessor – Cybersecurity Grant information

Assessor Connie Ervin and Cannon Wadsworth with Global Science and Technology Inc. provided information to the commission for a Cyber Security Grant that’s available to give counties and cities the ability to protect critical infrastructure. GSI would assist the Assessor’s Office if the grant was received.

Approval of Minutes – November 21, 2023 and November 28, 2023

Commissioner Thomas made a motion to approve the Minutes of November 21, 2023 and November 28, 2023. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Estate Settlements – November 27, 2023 thru December 1, 2023

Commissioner Thomas moved that the proceeding estate settlements and/or waivers thereof, having filed for a period of ten (10) days prior to the commencements of this term and there being no exceptions or objections filed thereto, be approved and confirmed. (See attached.)

United States of America



State of West Virginia

County of Preston, ss:

Settlement List

Notice is hereby given that the following estate(s) have been submitted for settlement from 11/27/2023 thru 12/01/2023 in the Preston County Clerk's Office at 106 West Main Street, Suite 103, Kingwood, WV 26537-1131. For approval by the Preston County Commission on Tuesday, December 12, 2023.

ESTATE NUMBER: 4691
 SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
 SETTLEMENT RECORDED: December 01, 2023
 ESTATE NAME: ROBERT L. BAYLOR
 EXECUTRIX: JENNIFER J. RICHMAN

ESTATE NUMBER: 4667
 SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
 SETTLEMENT RECORDED: November 27, 2023
 ESTATE NAME: KAREN S. HOWELL
 EXECUTRIX: ASHLEY S. HOLZINGER PLACER
 FIDUCIARY COMMISSIONER: WOODROW E. TURNER
 PO BOX 585
 KINGWOOD, WV 26537-0585

Subscribed and sworn to before me on 12/06/2023.

Linda Huggins

Linda Huggins
Clerk of the Preston County Commission

By *Tammy Johnson*

Tammy Johnson
Deputy Clerk/Probate

Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Proceedings in Vacation/Clerk's Fiduciary Report – November 30, 2023 thru December 6, 2023

Commissioner Smith moved to dispense with the reading in open court of the Proceedings of the Clerk of this Commission, had in vacation on November 30, 2023 thru December 6, 2023 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attachment.)

United States of America



State of West Virginia

County of Preston, ss:

Clerk's Fiduciary Report

Estate from Thursday, November 30, 2023, through Wednesday, December 6, 2023

The County Commission of Preston County this 12th day of December, 2023 proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before her during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Friday, December 1, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **EDNA L. CRAMER**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record and a Small Estate Affidavit Testate was filed.

CRAIG STEWART was named **SUCCESSOR** thereof, qualified as such. No bond was required.

On, Tuesday, December 5, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **WILLIAM G. BOYLE**, deceased was referred to **HILARY M. BRIGHT**, a **FIDUCIARY COMMISSIONER** for the Preston County Commission, for settlement thereof.

On, Wednesday, December 6, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **MARGUERITE MARRARA**, deceased was referred to **OLIVIA DEVALL**, a **FIDUCIARY COMMISSIONER** for the Preston County Commission, for settlement thereof.

The said estate of **RICHARD LEE MCGILL**, deceased was referred to **WOODROW E. TURNER**, a **FIDUCIARY COMMISSIONER** for the Preston County Commission, for settlement thereof.

The said estate of **NORMA JOSEPHINE GASKINS, AKA NORMA JO GASKINS**, deceased was referred to **HILARY BRIGHT**, a **FIDUCIARY COMMISSIONER** for the Preston County Commission, for settlement thereof.

The Small Estate Affidavit Testate of the Estate of **ELSIE G. METZ**, deceased, was **REVOKED**.

JAMES WILLIAM METZ, who was named in the last will and testament of **ELSIE G. METZ**, deceased, as **EXECUTOR** thereof, qualified as such. No bond was required.

The last will and testament of **VINCENT PAUL FRIEND**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

PEGGY SUE FRIEND DENKENBERGER, who was named in the last will and testament of **VINCENT PAUL FRIEND**, deceased, as **EXECUTRIX** thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 12/06/2023.

Linda Huggins
Clerk of the Preston County Commission

By

Tammy Johnson
Deputy Clerk/Probate

Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried.

Fiduciary Commissioner Report –

MOTION TO APPROVE FIDUCIARY COMMISSIONER RECOMMENDATIONS/ORDER,

December 12, 2023.

(Retain one copy for minutes; return completed copy to Clerk with original settlements)

It was moved by Commissioner Thomas that the following Fiduciary Commissioner Report and Recommendations/Order be approved and confirmed, having no Objections filed thereto.

Estate of Donna Elaine Reiner - dated October 26, 2023 filed by Woodrow E. Turner, Fiduciary Commissioner.

Said motion was seconded by Commissioner Smith.

Discussion called for. Question called for. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Old Business- Consideration and/or action

New Business – Consideration and/or action

A. County Vehicle and Taxable Employee Benefits Policies

The policies have been reviewed by the prosecuting attorney and county coordinator. Any new suggestions/recommendations should be submitted to Commissioner Thomas for the final policy to be placed on the agenda for approval next week.

B. Engagement Letter for Everhart, Brown & Devall LC – Research County Real Estate

Commissioner Thomas presented a letter to the law firm of Everhart, Brown & Devall for the research of 5 or 6 pieces of property owned by the County Commission. The cost for this service is \$200/hr.

A paralegal, from the assessor's office, researched the (some to be 100 year old plus) deeds but the language was so complicated that it was recommended that a professional, experienced in real estate, look at the deeds for their interpretation of the language to determine who owns the properties.

After some discussion, Commissioner Smith asked, because he has experience with map research, to do some digging first to see what he can find. Commissioner Thomas asked for this to be placed on the agenda for next week.

OEM Central Garage Report – Consideration and/or action - None

County Administrator's Report-Consideration and/or action

President Stone recognized Nate Raybeck with the County Administrator's Report.

A. December 26, 2023 Regular Session Meeting Cancelled

B. Tentative 2024 Board of Equalization and Review Schedule

Thursday, February 1, 2024 - 10am-11am

Wednesday, February 7, 2024 - 10am-11am

Tuesday, February 13, 2024 - 10am-11am

Friday, February 16, 2024 - 5pm-6pm

Tuesday, February 20, 2024 - 10am (State of WV Minerals)

Alternate date for state of WV minerals February 13, 2024

C. SOQ Mills Group Contract

Mr. Raybeck presented a contract establishing the Mills Group Inc. as the on-call architectural consultant for the Preston County Commission for a period of three years effective January 1st, 2024, renewable at the end of the period.

Commissioner Smith made a motion to approve the AIA Contract between the Preston County Commission and the Mills Group and authorize the President to sign. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)

 **AIA Document B105® – 2017**

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of December in the year Two thousand twenty-three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Preston County Commission
106 W. Main Street, Room 202
Kingwood, WV 26537

and the Architect:
(Name, legal status, address and other information)

Mills Group LLC
88 High Street
Morgantown, WV 26505

for the following Project:
(Name, location and detailed description)

On-call Architectural Consultant to the Preston County Commission

Services include historic preservation consulting and miscellaneous architecture, planning and landscape architecture projects within the county.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init. / AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. (828993584)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Scope of Work

The Architect shall be on call for a variety of consulting services that range from planning, preservation, interior design, landscape design, and architecture. Additionally, the Architect will sub-contract and manage consultants to execute engineering and consulting services under this same contract.

Credentials

The Mills Group, led by Michael Mills, has an extensive background in historic restoration, architecture and design. The firm is familiar with the facilities of the Preston County Commission. The firm has a close working relationship with the West Virginia's State Historic Preservation Office.

Expectations

The Mills Group shall be on Call for a variety of tasks and shall provide a fee for each task prior to the start of said task. The fees shall be based upon the fee schedule provided with an executional of 3% each year.

Time Period

The period shall be a term of 3 years with the ability to renew at the end of the term. The term shall start on January 1, 2024.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Init. / AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. (828993584)

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Architectural fees and payments are as follows: A contract with an hourly not-to-exceed fee for professional consulting fees with hourly rates for the Managing Principal, Michael Mills, Preservation Associate Stephen DeNeui as well as project expenses such as mileage, postage, and printing will be billed against the stated lump sum amount. The project shall be billed on a monthly schedule based on hours and expenses.

2024 Billing Rates:

Employee or Category	Rate (\$0.00)
Principal	\$175.00 per hour
Senior Project Manager	\$150.00 per hour
Project Manager	\$135.00 per hour
Interior Design Director	\$135.00 per hour
Project Architect	\$125.00 per hour
Project Designer/Planning Associate	\$110.00 per hour
Historian	\$85.00 per hour
Interior Designer	\$85.00 per hour
Interior Design Associate	\$70.00 per hour
Intern Designer	\$70.00 per hour
Administrative	\$60.00 per hour

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

init. / AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. User Notes: (828993584) 3

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond thirty-six (36) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Terms and Conditions of this Agreement

Standard of Care

In providing services under this agreement, the Architect will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architect will perform services consistent with professional skill and care and the orderly progress of Architect's part of the Project. Regardless of any other term or condition of this Agreement, the Architect makes no express or implied warranty. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Hazardous Materials/Mold

The Architect shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Architect shall have no responsibility.

Risk Allocation

To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, Arcs, agents and employees of the other for damages. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

1. General Liability
\$1,000,000 per Occurrence
\$2,000,000 Aggregate
2. Automobile Liability
\$1,000,000 combined single limit

init. / AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. User Notes: (828993584) 4

3. Workers' Compensation
West Virginia Statutory Requirements including West Virginia Code §23-42-2 (Mandolidis)
4. Professional Liability
\$1,000,000 per occurrence on a claims made basis

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Architect under this agreement, including electronic files, shall remain the property of the Architect and may not be used by this Client for any other purpose without the written consent of the Architect. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Architect and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Architect and its consultants.

Defects in Service

The Client shall promptly report to the Architect any defects or suspected defects in the Architect's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement.

Construction Activities

The Architect shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to anyone performing any of the Work, nor for means and methods or job-site safety.

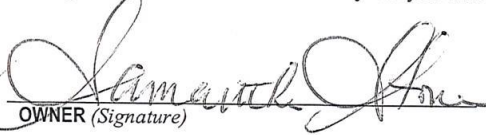
Dispute Resolution

The laws of the State of West Virginia shall govern this Agreement for all purposes. The courts of West Virginia shall have exclusive jurisdiction with regard to any disputes in connection herewith.

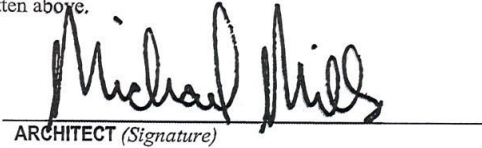
Relationship of the Parties

All services provided by Architect are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Samantha Stone, President
(Printed name and title)


ARCHITECT (Signature)

Michael J. Mills, AIA, Principal-in-Charge
(Printed name, title, and license number, if required)

Init.

AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(828993584)

5

**Additions and Deletions Report for
AIA® Document B105® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:45:03 ET on 12/11/2023.

PAGE 1

AGREEMENT made as of the Eighth day of December in the year Two thousand twenty-three

...

Preston County Commission
106 W. Main Street, Room 202
Kingwood, WV 26537

...

Mills Group LLC
88 High Street
Morgantown, WV 26505

...

On-call Architectural Consultant to the Preston County Commission

Services include historic preservation consulting and miscellaneous architecture, planning and landscape architecture projects within the county.

PAGE 2

Scope of Work

The Architect shall be on call for a variety of consulting services that range from planning, preservation, interior design, landscape design, and architecture. Additionally, the Architect will sub-contract and manage consultants to execute engineering and consulting services under this same contract.

Credentials

The Mills Group, led by Michael Mills, has an extensive background in historic restoration, architecture and design. The firm is familiar with the facilities of the Preston County Commission. The firm has a close working relationship with the West Virginia's State Historic Preservation Office.

Expectations

The Mills Group shall be on Call for a variety of tasks and shall provide a fee for each task prior to the start of said task. The fees shall be based upon the fee schedule provided with an executional of 3% each year.

Time Period

Additions and Deletions Report for AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(828993584)

1

The period shall be a term of 3 years with the ability to renew at the end of the term. The term shall start on January 1, 2024.

PAGE 3

Architectural fees and payments are as follows: A contract with an hourly not-to-exceed fee for professional consulting fees with hourly rates for the Managing Principal, Michael Mills, Preservation Associate Stephen DeNeui as well as project expenses such as mileage, postage, and printing will be billed against the stated lump sum amount. The project shall be billed on a monthly schedule based on hours and expenses.

2024 Billing Rates:

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
<u>Principal</u>	<u>\$175.00 per hour</u>
<u>Senior Project Manager</u>	<u>\$150.00 per hour</u>
<u>Project Manager</u>	<u>\$135.00 per hour</u>
<u>Interior Design Director</u>	<u>\$135.00 per hour</u>
<u>Project Architect</u>	<u>\$125.00 per hour</u>
<u>Project Designer/Planning Associate</u>	<u>\$110.00 per hour</u>
<u>Historian</u>	<u>\$85.00 per hour</u>
<u>Interior Designer</u>	<u>\$85.00 per hour</u>
<u>Interior Design Associate</u>	<u>\$70.00 per hour</u>
<u>Intern Designer</u>	<u>\$70.00 per hour</u>
<u>Administrative</u>	<u>\$60.00 per hour</u>

...

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond thirty-six (36) months of the date of this Agreement through no fault of the Architect.

PAGE 4

Terms and Conditions of this Agreement

Standard of Care

In providing services under this agreement, the Architect will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architect will perform services consistent with professional skill and care and the orderly progress of Architect's part of the Project. Regardless of any other term or condition of this Agreement, the Architect makes no express or implied warranty. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Additions and Deletions Report for AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com. (828993584)

2

Hazardous Materials/Mold

The Architect shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Architect shall have no responsibility.

Risk Allocation

To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, Arcs, agents and employees of the other for damages. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

- General Liability
\$1,000,000 per Occurrence
\$2,000,000 Aggregate
- Automobile Liability
\$1,000,000 combined single limit
- Workers' Compensation
West Virginia Statutory Requirements including West Virginia Code §23-42-2 (Mandolidis)
- Professional Liability
\$1,000,000 per occurrence on a claims made basis

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Architect under this agreement, including electronic files, shall remain the property of the Architect and may not be used by this Client for any other purpose without the written consent of the Architect. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Architect and its subcontractors harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Architect and its consultants.

Defects in Service

The Client shall promptly report to the Architect any defects or suspected defects in the Architect's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement.

Construction Activities

The Architect shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to anyone performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Additions and Deletions Report for AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com. (828993584)

3

The laws of the State of West Virginia shall govern this Agreement for all purposes. The courts of West Virginia shall have exclusive jurisdiction with regard to any disputes in connection herewith.

Relationship of the Parties

All services provided by Architect are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect.

PAGE 5

Samantha Stone, President

Michael J. Mills, AIA, Principal-in-Charge

Additions and Deletions Report for AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. (828993584)

4

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:45:03 ET on 12/11/2023 under Order No. 2114433228 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

Julie A. Doerr
(Signed)

Project Administrator & Office Manager

(Title)

December 11, 2023

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:45:03 ET on 12/11/2023 under Order No.2114433228 which expires on 05/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. (828993584)

1

D. Facilities Updates

a. Sheriff's Office/Change Orders

Work on the floors on the second floor and stairwell starts today with the hope it will be complete by the end of next week. This week additional layers of paint will be happening in the basement to the floor and on the walls to clear up some spots noticed.

Mr. Raybeck presented change order #11, for a credit, in the amount of \$855.89 for the replacement of the carpet and baseboards downstairs with epoxy and base coat.

He also presented change order #12, for a credit, in the amount of \$3,448.88 for all the existing second floor hallway flooring, materials and labor and all flooring materials and labor for the three offices on the second floor. In total, Panhandle will be crediting us \$4,304.77.

Commissioner Smith made a motion to accept Change Order #11 for a credit of \$855.89 and authorize the President to sign. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)

JOB NUMBER: M23-11370-C
JOB NAME: Preston County Sheriiff

DATE: 11/17/23
C.O.:

Payment Terms:	50% due upon signing this Change Order; balance due upon completion of Change Order.
-----------------------	--

AGREED CHANGES	AMOUNT
Credit back from replacing glue down carpet and baseboard to epoxy and cove base for BS1, BS2 and BS3.	-\$855.89
Subtotal	-\$855.89
Sales Tax	-
We agree to make the change(s) specified above at this price: TOTAL PRICE	-\$855.89

DATE	Amount Received
CONTRACTOR SIGNATURE	Received by and Date

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original Agreement unless otherwise stipulated.

12/12/2023
 DATE OF ACCEPTANCE
Kamath Jhu
 CUSTOMER SIGNATURE

Commissioner Smith made a motion to approve Change Order #12 in the amount of \$3,448.88 and authorize the President to sign. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas, and Stone voting yes. Motion carried. (See attached.)

JOB NUMBER: M23-11370-C

DATE: 12/8/23

JOB NAME: Preston County Sheriiff

C.O.:

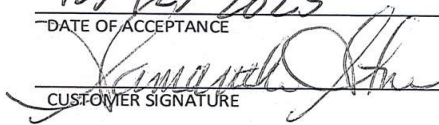
Payment Terms:	50% due upon signing this Change Order; balance due upon completion of Change Order.
-----------------------	--

AGREED CHANGES	AMOUNT
Credit back existing level 2 hallway flooring material and labor	-\$7,282.11
Hardwood floor in level 2 hallway and stair case leading to floor 2 offices. (Labor and materials)	+\$15,699.76
Credit back for all flooring material and labor in level 2 offices 1, 2, 3	-\$11,866.45
Subtotal	-\$3,448.88
Sales Tax	-
We agree to make the change(s) specified above at this price: TOTAL PRICE	-\$3,448.88

DATE	Amount Received
CONTRACTOR SIGNATURE	Received by and Date

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original Agreement unless otherwise stipulated.

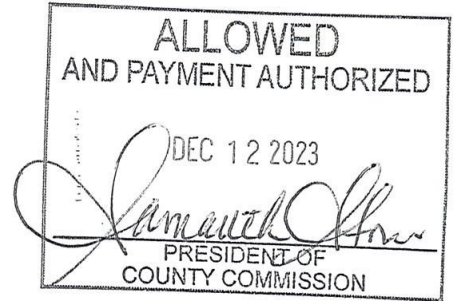
12/12/2023

 DATE OF ACCEPTANCE


 CUSTOMER SIGNATURE

- E. Budget Revisions
 - a. Paycom, Inc. – Payment for the Paycom software in the amount of \$16,320 which represents both the \$4,260 on boarding fee plus the \$12,060 payroll fee for the remainder of the fiscal year.

Commissioner Thomas moved to approve the budget revision for Paycom’s initial payment to Paycom for payroll for the period of February thru June 2024 in the amount of \$16,320. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached.)



MEMORANDUM
Preston County Commission

Date: December 12, 2023
To: Bookkeeping
From: Nate Raybeck, Administration
Subject: Budget Revision - Paycom initial payment and payments for Feb-June, 2024

Table with 3 columns: DECREASE, INCREASE, and dollar amounts. Includes entries for Contingences and County Clerk Contract Services.

RESOLUTION

At a regular session of the county commission, held (Month, day and year) December 12, 2023 the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of PRESTON. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number 13, of the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Commissioner Thomas, and duly seconded by Commissioner Smith the vote thereon was as follows:

Three signature lines with 'Yes or No' checkboxes. The first two are checked 'Yes'.

WHEREUPON, President Stone, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the County Clerk is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Personnel Matters – Consideration and/or action

At 10:11 a.m., President Stone made a motion to go into Executive Session for personnel. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried.

Those in attendance for the Executive Session were Commissioners Don Smith, Samantha Stone, Hunter Thomas, Clark Nicklow-Mapping & Addressing, Duane Hamilton-OEM/E911 Director, Justin Wolfe-OEM/E911 Asst. Director and Administrator Nate Raybeck.

EXECUTIVE SESSION

At 10:54 a.m., Commissioner Smith made a motion to come out of Executive Session and reenter open session. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried.

President Stone advised no action was taken as a result of the Executive Session.

**Legal Matters - Consideration and/or action
Information -**

A. Miscellaneous Correspondence

Commissioners' Comment

At 10:59 a.m., there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

---oOo---

12/12/2023

