

A G E N D A
PRESTON COUNTY COMMISSION
MAY 28, 2024
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 – Zugar Adele HRS, Real Estate
Zugar Adele HRS, Real Estate

Apportionments – None

Recognition of Scheduled Appointments –

- 9:31 a.m. LaDeana Teets, Director Farmland Protection –
 - A. Resolution support of the Voluntary Farmland Protection Act
 - B. Stemple Easement
 - C. Request to Re-appoint – Kevin Seese and Kevin Lyons as Board Members 4-year term – July 1, 2024 - June 30, 2028
 - D. Request to Appoint - Steven Bolyard 4-year term – July 1, 2024 – June 30, 2028
- 9:35 a.m. Certify May 14, 2024 Primary Election Results
- 9:45 a.m. Linda Huggins, Budget Revision
- 9:50 a.m. Lisa Leishman, Budget Revision

Approval of Minutes – May 15, 2024; May 15, 2024 Emergency Session; May 20, 2024; and May 20, 2024 Board of Canvassers

Estate Settlements List – May 10, 2024 thru May 17, 2024

ESTATE NAME: **MARGARET CECILIA BAILEY**
ESTATE NAME: **ROY LEWIS GIBSON, JR.**
ESTATE NAME: **HEATH ALLEN RODEHEAVER**
ESTATE NAME: **GARY CARL WIESEPAPE**
ESTATE NAME: **MARGARET ELESA WILES**

Proceedings in Vacation/Clerk's Fiduciary Report – May 16, 2024 through May 22, 2024

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action

- A. IT Contract
- B. Jarrett Construction Contract

New Business – Consideration and/or action

- A. Appointment of Sheriff to fill Unexpired Term
- B. Public Service District #1 Board Member Re-appointment - Rodney Kiser – Six-year term – Retroactive to February 1, 2024 – January 31, 2030
- C. Preston County Sewer Public Service District Board Member Re-appointments – Robert Metheny – Six-year term – Retroactive to February 1, 2024 – January 31, 2030,

Courthouse Reconfiguration Project Report

- A. Facilities Supervisor Update

County Administrator's Report – Consideration and/or action

- A. Request for transfer from the Ryan Fund Investment
- B. Budget Revisions
- C. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

- A. Executive Session

Legal Matters- Consideration and/or action

- A. Executive Session

Information

Commissioners' Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:30 a.m., May 28, 2024 in the County Commission Meeting room.

In the absence of President Don Smith, Hunter Thomas was administered the Oath of Office by Linda Huggins, Preston County Clerk.

The meeting was called to order by President Pro-Tem Thomas who invited those present to join in the Pledge of Allegiance.

President Pro-Tem Thomas then declared the following Commissioners present:
Samantha Stone and Hunter Thomas.

Recognition of Public

Also, present was County Administrator Nate Raybeck and Linda Huggins, County Clerk.

The following persons registered their attendance during the meeting:

Deanna Lively	James Fields	LaDeanna Teets
Jacob Martin-WV News	Nichole Larew	Donnie Mann
Jennifer Graham-DP	Roy Watkins	Connie Ervin, Assessor
Lisa Leishman	Jalyn Lamp-WBOY	Kevin Likens

No other persons registered before the meeting to address the commission.

Review of Bills

Commissioner Stone moved to pay the bills that have been properly presented and reviewed. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried. (See attached.)

SYSTEM DATE	05/28/2024	COUNTY OF PRESTON	PAGE	1
REPORT DATE	05/28/2024	TRANSACTION EDIT LIST	TIME	7:36:13
FILES ID	W	BATCH NUMBER 0699	USER	WVPRRMAR

TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK -CHK-DATE	SELECT	POSTDATE
	VENDOR NAME				PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240699-001		4236	00140121900		318293	05/13/2024	AG01	19.61
N	NA		HART OFFICE SOLUTIONS	.00 PRINTS	05/28/2024	05/13/2024	HART OFFICE SOLUTIONS	P	05/2024
VC	20240699-002		4236	00140121900		318751	05/17/2024	AG01	2.47
N	NA		HART OFFICE SOLUTIONS	.00 PRINTS	05/28/2024	05/17/2024	HART OFFICE SOLUTIONS	P	05/2024
VC	20240699-003		4642	00771245900			05/09/2024	AE07	7941.39
N	NA		DELL MARKETING L.P.	.00 INV #10747743913/COMPUTE	05/28/2024	05/09/2024	DELL MARKETING L.P.	P	05/2024
VC	20240699-004		4642	00773345900			05/08/2024	AE07	2818.77
N	NA		DELL MARKETING L.P.	.00 INV #10747465763/COMPUTER	05/28/2024	05/08/2024	DELL MARKETING L.P.	P	05/2024
VC	20240699-005		4642	00771245900			04/30/2024	AE07	1533.07
N	NA		DELL MARKETING L.P.	.00 INV #10745838151/COMPUTER	05/28/2024	04/30/2024	DELL MARKETING L.P.	P	05/2024
VC	20240699-006		4669	00771235300			04/17/2023	AE07	582.71
N	NA		MOTOROLA SOLUTIONS INC	.00 TRAN #8230453773	05/28/2024	04/17/2023	MOTOROLA SOLUTIONS INC	P	05/2024
VC	20240699-007		5189	00171121600		5727872	05/13/2024	AG01	2250.00
N	NA		BEARCOM	.00 SERVICE	05/28/2024	05/13/2024	BEARCOM	P	05/2024
VC	20240699-008		0902	04244356800			05/28/2024	EM042	1117.67
N	NA		ROWLESBURG VOLUNTEER	.00 CONTRIBUTION	05/28/2024	05/28/2024	ROWLESBURG VOLUNTEER	P	05/2024
VC	20240699-009		3175	00771221400		72329270	05/10/2024	AE07	356.00
N	NA		SLEEP INN	.00 ROOM/ACCT #689932	05/28/2024	05/10/2024	SLEEP INN	P	05/2024
VC	20240699-010		5027	00171721700		11107	05/21/2024	AG01	1260.00
N	N1		HIGH MOUNTAIN ON OFF ROAD	.00 GRILL GUARD	05/28/2024	05/21/2024	HIGH MOUNTAIN ON OFF ROAD	P	05/2024
VC	20240699-011		4236	00140523000		318696	05/16/2024	AG01	108.47
N	NA		HART OFFICE SOLUTIONS	.00 PRINTS	05/28/2024	05/16/2024	HART OFFICE SOLUTIONS	P	05/2024
VC	20240699-012		4236	00140421200		318935	05/20/2024	AG01	76.94
N	NA		HART OFFICE SOLUTIONS	.00 PRINTS	05/28/2024	05/20/2024	HART OFFICE SOLUTIONS	P	05/2024

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SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK -CHK-DATE	SELECT	POSTDATE
	VENDOR NAME				PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240699-013		4236	00371621900		319125	05/21/2024	AS03	16.10
N	NA		HART OFFICE SOLUTIONS	.00 PRINTS	05/28/2024	05/21/2024	HART OFFICE SOLUTIONS	P	05/2024
VC	20240699-014		5561	00140621900		16509678	05/11/2024	AG01	220.50
N	NA		LEAF	.00 COPIER	05/28/2024	05/11/2024	LEAF	P	05/2024
VC	20240699-015		5986	00181334100			05/05/2024	AG01	38.24
N	NA		AT&T MOBILITY	.00 ACCT #287323242654	05/28/2024	05/05/2024	AT&T MOBILITY	P	05/2024
VC	20240699-016		5648	00170034400			05/11/2024	AG01	46.68
N	NA		CRYSTAL SPRINGS	.00 WATER	05/28/2024	05/11/2024	CRYSTAL SPRINGS	P	05/2024
VC	20240699-017		5985	00170021103			05/01/2024	AG01	93.14
N	NA		AT&T MOBILITY	.00 ACCT #287306405281	05/28/2024	05/01/2024	AT&T MOBILITY	P	05/2024
VC	20240699-018		0734	00170034500		27811505	04/30/2024	AG01	46.94
N	NA		GALLS	.00 GLOVES	05/28/2024	04/30/2024	GALLS	P	05/2024
VC	20240699-019		0734	00170034500		27811466	04/30/2024	AG01	174.70
N	NA		GALLS	.00 POCKET HANDCUFF KEYS	05/28/2024	04/30/2024	GALLS	P	05/2024
VC	20240699-020		0734	00170034500		27818521	04/30/2024	AG01	1971.89
N	NA		GALLS	.00 BODY ARMOR	05/28/2024	04/30/2024	GALLS	P	05/2024
VC	20240699-021		4896	00170021600		16509679	05/11/2024	AG01	756.50
N	NA		LEAF	.00 COPIERS	05/28/2024	05/11/2024	LEAF	P	05/2024
VC	20240699-022		6035	00771221400			05/28/2024	AE07	424.97
N	NA		RAVYN VANVLEET	.00 TRAVEL REIMB-CHARLESTON	05/28/2024	05/28/2024	RAVYN VANVLEET	P	05/2024
VC	20240699-023		0101	00140222200			05/28/2024	AG01	350.00
N	NA		DOMINION POST	.00 RENEWAL-ACCT #15135	05/28/2024	05/28/2024	DOMINION POST	P	05/2024
VC	20240699-024		1513	00142034100		66211	05/20/2024	AG01	751.99
N	NA		FILTERSOURCE	.00 FILTERS	05/28/2024	05/20/2024	FILTERSOURCE	P	05/2024

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TYPE SEPARATE-CHK	TRANS-NUMBER BOX	P.O. NUMBER	VENDOR DISCOUNT-AMT VENDOR NAME	VENDOR LIQUIDATE-AMT	ACCOUNT NUMBER DESCRIPTION ACCOUNT NAME	PROJECT-TASK-COST INVOICE DUE-DATE DISCDATE PAYEE VENDOR NO	TRANDATE CHECK CHK-DATE PAYEE VENDOR NAME	CASH-CODE	TRANS-AMOUNT SELECT POSTDATE
VC	20240699-025	N NA	.00 0223 MON POWER	.00	00140121302 ACCT #110 088 634 438 UTILITIES MON POWER	05/28/2024 05/15/2024 0223	05/15/2024 AG01 MON POWER		P 722.58 05/2024
VC	20240699-026	N NA	.00 0223 MON POWER	.00	00140121302 ACCT #110 083 937 554 UTILITIES MON POWER	05/28/2024 05/21/2024 0223	05/21/2024 AG01 MON POWER		P 18.45 05/2024
VC	20240699-027	N NA	.00 0223 MON POWER	.00	00140121302 ACCT #110 086 597 272 UTILITIES MON POWER	05/28/2024 05/16/2024 0223	05/16/2024 AG01 MON POWER		P 63.81 05/2024
VC	20240699-028	N N1	.00 3247 HOY C WILES	.00	00171122300 TREE REMOVAL EMERG SERV PROF SERVICES	05/28/2024 05/07/2024 3247	05/07/2024 AG01 HOY C WILES		P 1000.00 05/2024
VC	20240699-029	N N1	.00 3247 HOY C WILES	.00	00142021500 MOWING CUSTODIAL M&R BLD & GRD	05/28/2024 05/14/2024 3247	05/14/2024 AG01 HOY C WILES		P 320.00 05/2024
VC	20240699-030	N NA	.00 4929 WV NEWS	.00	00140434100 RENEWAL-ACCT 117472 TAX DEPART MAT/SUPPLIES	05/28/2024 05/14/2024 4929	05/14/2024 AG01 WV NEWS		P 100.00 05/2024
VC	20240699-031	N NA	.00 4271 PRESTON CO PARKS AND	.00	00190056700 APRIL 2024 HOTEL MOTEL TA PARKS & REC CONTRIBUTION	05/28/2024 05/28/2024 4271	05/28/2024 AG01 PRESTON CO PARKS AND		P 3235.07 05/2024
VC	20240699-032	N NA	.00 1996 GREATER MORGANTOWN	.00	00191156800 APRIL 2024 HOTEL MOTEL TA CONV & VISITORS BUREAU	05/28/2024 05/28/2024 1996	05/28/2024 AG01 GREATER MORGANTOWN CONV		P 4901.62 05/2024
VC	20240699-033	N NA	.00 3733 DAVID HARTLEY	.00	00141221400 REIMB CO AGENT TRAVEL	05/28/2024 05/28/2024 3733	05/28/2024 AG01 DAVID HARTLEY		P 78.57 05/2024
VC	20240699-034	N NA	.00 0223 MON POWER	.00	00140121302 ACCT #110 088 635 047 UTILITIES MON POWER	05/28/2024 05/23/2024 0223	05/23/2024 AG01 MON POWER		P 87.30 05/2024
VC	20240699-035	N NA	.00 0223 MON POWER	.00	00140121302 ACCT #110 088 635 294 UTILITIES MON POWER	05/28/2024 05/23/2024 0223	05/23/2024 AG01 MON POWER		P 1782.54 05/2024
VC	20240699-036	N NA	.00 0223 MON POWER	.00	00140121302 ACCT #110 081 397 009 UTILITIES MON POWER	05/28/2024 05/23/2024 0223	05/23/2024 AG01 MON POWER		P 354.76 05/2024

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VC	20240699-037	N NA	.00 0223 MON POWER	.00	00140121302 ACCT #110 086 272 223 UTILITIES MON POWER	05/28/2024 05/23/2024 0223	05/23/2024 AG01 MON POWER		P 1190.70 05/2024
VC	20240699-038	N NA	.00 3571 KINGWOOD VFD	.00	02871356805 REIMB-CATCHUP-VARIOUS EXP FIRE LEVY CONT-KINGWOOD	05/28/2024 05/28/2024 3571	05/28/2024 FL28 KINGWOOD VFD		P 40009.87 05/2024
VC	20240699-039	N NA	.00 0495 BRUCETON-BRANDONVILLE	.00	02871356803 REIMB-CATCHUP-VARIOUS EXP FIRE LEVY CONT-BRUCETON	05/28/2024 05/28/2024 0495	05/28/2024 FL28 BRUCETON-BRANDONVILLE VFD		P 40009.87 05/2024
VC	20240699-040	N NA	.00 0495 BRUCETON-BRANDONVILLE	.00	02871356803 REIMB-VARIOUS EXPENSES FIRE LEVY CONT-BRUCETON	05/28/2024 05/28/2024 0495	05/28/2024 FL28 BRUCETON-BRANDONVILLE VFD		P 6865.04 05/2024
VC	20240699-041	N NA	.00 0900 ALBRIGHT VOL FIRE DEPT	.00	02871356801 REIMB-TRAINING EXPENSES FIRE LEVY CONT-ALBRIGHT V	05/28/2024 05/28/2024 0900	05/28/2024 FL28 ALBRIGHT VOL FIRE DEPT		P 7963.17 05/2024
VC	20240699-042	N NA	.00 0900 ALBRIGHT VOL FIRE DEPT	.00	02871356801 REIMB-TRAINING EX-CATCHUP FIRE LEVY CONT-ALBRIGHT V	05/28/2024 05/28/2024 0900	05/28/2024 FL28 ALBRIGHT VOL FIRE DEPT		P 2419.48 05/2024
VC	20240699-043	N N1	.00 6030 RAA CONTRACTING	.00	00142021500 DOG KENNEL DRAIN CUSTODIAL M&R BLD & GRD	05/28/2024 05/09/2024 6030	05/09/2024 AG01 RAA CONTRACTING		P 10470.00 05/2024
VC	20240699-044	N NA	.00 -001 4642 DELL MARKETING L.P.	.00	00142845900 DOG KENNEL DRAIN DATA PROCESS CAP OUT/EQ	05/28/2024 05/17/2024 4642	05/17/2024 AG01 DELL MARKETING L.P.		P 28145.88 05/2024
VC	20240699-045	N NA	.00 X1345 MARIA HETTINGER	.00	00140110900 2024 PRIMARY CANVASS CO COMM EXTRA HELP	05/28/2024 05/28/2024 X1345	05/28/2024 AG01 MARIA HETTINGER		P 71.50 05/2024
VC	20240699-046	N NA	.00 6036 HOPE UPHOLD	.00	00140110900 2024 PRIMARY CANVASS CO COMM EXTRA HELP	05/28/2024 05/28/2024 6036	05/28/2024 AG01 HOPE UPHOLD		P 71.50 05/2024
VC	20240699-047	N NA	.00 6037 CARL ERVIN	.00	00140110900 2024 PRIMARY CANVASS CO COMM EXTRA HELP	05/28/2024 05/28/2024 6037	05/28/2024 AG01 CARL ERVIN		P 71.50 05/2024
VC	20240699-048	N NA	.00 X1388 VICKIE HAMMOND	.00	00140110900 2024 PRIMARY CANVASS CO COMM EXTRA HELP	05/28/2024 05/28/2024 X1388	05/28/2024 AG01 VICKIE HAMMOND		P 71.50 05/2024

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TYPE SEPARATE-CHK	TRANS-NUMBER BOX	P.O. NUMBER	VENDOR DISCOUNT-AMT VENDOR NAME	VENDOR LIQUIDATE-AMT	ACCOUNT NUMBER DESCRIPTION ACCOUNT NAME	PROJECT-TASK-COST INVOICE DUE-DATE DISCDATE PAYEE VENDOR NO	TRANDATE CHECK CHK-DATE PAYEE VENDOR NAME	CASH-CODE	TRANS-AMOUNT SELECT POSTDATE
VC	20240699-049	N NA	.00 4489 ELLEN RIGGS	.00	00140110900 2024 PRIMARY CANVASS CO COMM EXTRA HELP	05/28/2024 05/28/2024 4489	05/28/2024 AG01 ELLEN RIGGS		P 71.50 05/2024
VC	20240699-050	N NA	.00 3836 ANGIE LIPSCOMB	.00	00140110900 2024 PRIMARY CANVASS CO COMM EXTRA HELP	05/28/2024 05/28/2024 3836	05/28/2024 AG01 ANGIE LIPSCOMB		P 71.50 05/2024
VC	20240699-051	N NA	.00 5856 TARA MYERS	.00	00140110900 2024 PRIMARY CANVASS CO COMM EXTRA HELP	05/28/2024 05/28/2024 5856	05/28/2024 AG01 TARA MYERS		P 71.50 05/2024
VC	20240699-052	N NA	.00 5737 MICRO DISTRIBUTING II	.00	07273136100 TESTING COMM CORR DRUG TEST	05/28/2024 1343376 05/21/2024 5737	05/21/2024 BC72 MICRO DISTRIBUTING II		P 1774.60 05/2024
VC	20240699-053	N NA	.00 3792 US CELLULAR	.00	00171121102 ACCT #854806714 OEM-TELEPHONE-US CELL	05/28/2024 05/10/2024 3792	05/10/2024 AG01 US CELLULAR		P 102.08 05/2024

TOTAL TRANSACTION AMOUNT 175074.64

WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00181334100
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00190056700
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00191156800
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00371621900
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 02871356801
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 02871356803
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 02871356805
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 04244356800
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 07273136100

List of invoices approved for payment
 this 24th day of May, 2024
 Int. 

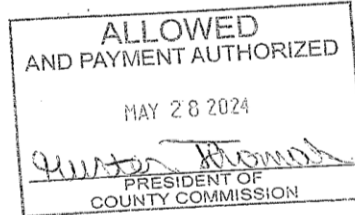
Assessor's Office

**Tax Correction List – Zugar Adele HRS, Real Estate
Zugar Adele HRS, Real Estate**

Commissioner Stone moved to approve the Tax Correction List dtd May 28, 2024 as presented by Assessor Connie Ervin in the amount of \$151.48. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried. (See attached.)

TAX CORRECTION LIST
May 28, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT#	AMOUNT	YR
01	ZUGAR ADELE HRS	Real Estate	By research, property does not exist	3369	0619851	\$ 75.14	2022
01	ZUGAR ADELE HRS	Real Estate	By research, property does not exist	3378	0619851	\$ 76.34	2023



Connie R. Ervin

 Connie R. Ervin, ASSESSOR
 (submitted for the taxpayer by)

Jay Shay

 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

TOTAL: \$ 151.48

Apportionments – None

Recognition of Scheduled Appointments –

- 9:31 a.m. LaDeana Teets, Director Farmland Protection –
 - A. Resolution support of the Voluntary Farmland Protection Act

Commissioner Stone moved to approve the Resolution in Support of the Voluntary Farmland Protection Act and authorize all three commissioners to sign. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried. (See attached.)

Resolution by the Preston County Commission
 In Support of the
 Voluntary Farmland Protection Act
 May 28, 2024

WHEREAS, the West Virginia Legislature unanimously approved the Voluntary Farmland Protection Act in March of 2000;


WHEREAS, since 2000, over 44,000 acres of agriculturally-important farmland has been permanently protected in the state of West Virginia for current landowners and future generation;

WHEREAS, the agriculture community of Preston County provides sources of agricultural products for the citizens of the state, the nation and internationally;

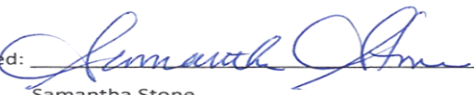
WHEREAS, the agriculture community of Preston County enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming;

WHEREAS, the Voluntary Farmland Protection Act 8A-12 enables Preston County landowners to voluntarily protect their agricultural property through perpetual conservation easements held by the Preston County Farmland Protection Board, thereby helping to control the urban expansion which is consuming land, topsoil and woodland of the county;


NOW THEREFORE BE IT RESOLVED that the Preston County Commission reaffirms its commitment to the perpetual preservation of Preston County's agricultural resources as enabled in the Voluntary Farmland Protection Act 8A-12, et seq.

Signed: 

 Don Smith

Signed: 

 Samantha Stone

Signed: 

 Hunter Thomas

A. Stemple Easement

Ms. Teets noted that Farmland Protection will be signing the Stemple Farm after almost 4 years, which includes 148 AC, and will put the total acreage to almost 1500 AC.

B. Request to Re-appoint – Kevin Seese and Kevin Lyons as Board Members 4-year term – July 1, 2024 – June 30, 2028

Commissioner Stone moved to reappoint Luke Seese and Kevin Lyons as Board Members to the Farmland Protection Board to 4-year terms beginning July 1, 2024 thru June 30, 2028. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

C. Request to Appoint – Steven Bolyard 4-year term – July 1, 2024 – June 30, 2028

Commissioner Stone moved to appoint Stephen Bolyard to a 4-year term beginning July 1, 2024 thru June 30, 2028 to the Farmland Protection Board. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

9:35 a.m. Certify May 14, 2024 Primary Election Results

Commissioner Stone moved to Certify the May 14, 2024 Primary Election Results and authorize the Preston County Commission to sign. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

9:45 a.m. Linda Huggins, Budget Revisions – none presented

9:50 a.m. Lisa Leishman, Budget Revisions

Circuit Clerk, Lisa Leishman presented budget revisions needed for her office. These budget revisions will be considered later after other budget revisions are presented. (See budget revisions under the County Administrator's Report below.)

Approval of Minutes – May 15, 2024; May 15, 2024 Emergency Session; May 20, 2024; and May 20, 2024 Board of Canvassers

Commissioner Stone moved to approve the Minutes of May 15, 2024, May 15, 2024 Emergency Session, May 20, 2024 and May 20, 2024 Board of Canvassers. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

Estate Settlements – May 10, 2024 thru May 17, 2024

Commissioner Stone moved that the proceeding estate settlements and/or waivers thereof, having been filed for a period of ten (10) days prior to the commencement 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 05/10/2024 thru 05/17/2024 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, May 28, 2024.

ESTATE NUMBER: **4680**
SETTLEMENT TYPE: Final Settlement
SETTLEMENT RECORDED: May 10, 2024
ESTATE NAME: **MARGARET CECILIA BAILEY**
ADMINISTRATOR: **ROBERT A. BAILEY**

ESTATE NUMBER: **4714**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: May 13, 2024
ESTATE NAME: **ROY LEWIS GIBSON, JR.**
EXECUTRIX: **TARA LEIGH STAWIARSKI**

ESTATE NUMBER: **4816**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: May 17, 2024
ESTATE NAME: **HEATH ALLEN RODEHEAVER**
ADMINISTRATRIX: **DONNA RODEHEAVER**

ESTATE NUMBER: **4631**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: May 16, 2024
ESTATE NAME: **GARY CARL WIESEPAPE**
ANCILLARY ADMINISTRATOR: **SHAWN GALUSKY**

ESTATE NUMBER: **99**
SETTLEMENT TYPE: Report of Receipts, Disbursements and Distribution; Affidavit
SETTLEMENT RECORDED: May 15, 2024
ESTATE NAME: **MARGARET ELESA WILES**
ADMINISTRATOR DBN: **DAVID R. WILES**
FIDUCIARY COMMISSIONER: **OLIVIA DEVALL**
P.O. BOX 516
KINGWOOD, WV 26537-0516

Subscribed and sworn to before me on 05/22/2024

Linda Huggins

Clerk of the Preston County Commission

By: *Ashley Cole*
Ashley Cole, Deputy Clerk

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

Proceedings in Vacation – May 16, 2024 through May 22, 2024

Under **New Business** Commissioner Stone moved to dispense with the reading in open court of the Proceedings of the Clerk of this Commission, had in vacation on May 16, 2024 thru May 22, 2024 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

Estates from Thursday, May 16, 2024, through Wednesday, May 22, 2024

The County Commission of Preston County this 28th day of May, 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, Thursday, May 16, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **PHILIP K. SKIDMORE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

WILLARD KINGSLEY SKIDMORE, who was named in the last will and testament of **PHILIP K. SKIDMORE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Friday, May 17, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **EDWARD G. WELCH AKA EDWARD GENE WELCH**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

TRAVIS EDWARD WELCH, who was named in the last will and testament of **EDWARD G. WELCH AKA EDWARD GENE WELCH**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Monday, May 20, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **CURTIS ALAN TEETS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

CAROLE A. CRAWFORD, who was named in the last will and testament of **CURTIS ALAN TEETS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

DIANE L. SHAY, who was named in the last will and testament of **JOANN SHAY**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, May 21, 2024, the following matters were disposed of in the presence of the Clerk:

More than 60 days since the date of death or the surviving spouse or heir, upon a motion, **HARRISON A. SISLER JR.** was appointed and qualified as SUCCESSOR of the Small Estate Intestate Affidavit that was filed for **DORIS JEAN CALVERT**, deceased. No bond was required.

Subscribed and sworn to before me on 05/22/2023.

Linda Higgins

Clerk of the Preston County Commission

By: *Ashley Cole*
Ashley Cole, Deputy Clerk

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

Fiduciary Commissioner Report – None

Old Business- Consideration and/or action –

A. IT Contract

Commission Stone moved to approve the Contract with GST for IT Services effective July 1, 2024 at a cost of \$39,360 for the year and authorizing the County Administrator to use President Smith's stamp to sign the contract. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried. (See attached.)



PRESTON COUNTY COMMISSION

BASIC ORDERING AGREEMENT (BOA)

FOR

COURTHOUSE NETWORK SUPPORT,
ADMINISTRATION
&
CONSULTING

May 17, 2024

Prepared By
Global Science & Technology, Inc.
WV Division
2000 Green River Drive, Suite 100
Fairmont, West Virginia 26554

Table with 2 columns: Contract Description (Preston County Courthouse Basic Ordering Agreement (BOA) May 17, 2024) and Contract Title (Network Support Services Contract)

COMMERCIAL CONTRACT FOR SERVICES

This Contract entered into by and between the Preston County Commission, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc., WV Division, (hereinafter sometimes referred to as the "Contractor" or "GST") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Preston County Commission desires to utilize the Contractor's Technology, Engineering and Consulting services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Preston County Commission and Contractor do mutually agree as follows:

(1) BASIC TERMS AND CONDITIONS

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). A brief description of anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work and activities taking place during each quarter of the year.

The Contractor shall not proceed with any work under this contract without prior authorization from the Preston County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in the individual task description, also referred to as a Statement Of Work (SOW).

1.1 PERIOD OF PERFORMANCE

Basic Ordering Agreement: July 1, 2024 to June 30, 2025.

1.2 CONTRACT NUMBER

This Contract Number, T017.1.001.PRE, assigned by GST to this project will be submitted on all invoices.

1.3 PAYMENT/INVOICES

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Preston County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to address the indicated below: (Please fill in)

Table with 1 column and 4 rows: Preston County Commission, Attn: Nathan Raybeck, 106 W. Main Street, Kingwood, WV 26537

Payment of said invoices shall be contingent upon approval by the Preston County Commission. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of

Preston County Courthouse Basic Ordering Agreement (BOA) May 17, 2024	Network Support Services Contract
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acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Preston County Commission to be able to determine the reasonableness of the costs and/or prices quoted thereon.

2.0

Scope of Work:

In addition to our standard Scope of Work we will provide the following for the Preston County Commission's offices in the migration from existing support services to GST Support:

- All services required to transition from existing support to GST:
- Remote access software for support
- Assist with hiring a County IT Support technician:
- Incorporate NIST Cybersecurity Standards:
- Enrollment in MS-ISAC, EI-ISAC, DHS-CISA, NCSR services
- Vulnerability Network Scanning (GST proprietary)
- Enter all IT Assets into Managed IT Asset Application
- Provide equipment and software life expectancy updates
- GST will assist supporting OEM/911 (not as primary support contractor)

Standard Scope of Work:

- A. Implement and maintain standardized anti-virus software on all computers, laptops, and servers designated by the county and inventoried by GST for support.
- B. Implement network settings/security on all computers to insure optimum performance and security.
- C. Install/maintain any/all wireless or other communications equipment to allow all offices to communicate effectively.
- D. Assist designated Courthouse offices with technology at the request of each office. Including PC's, Printers, Custom Software, Network Switches, Routers, etc.
- E. Per Preston County Commission's request, assist staff with any/all vendor technology decisions. We will attend any technology related meetings County deems appropriate.
- F. Provide unlimited Desktop, Laptop, Server support via phone or on-site support for software that is currently supported by applicable software vendors. There are no charges for phone or site support.
- G. In the event the Preston County Commission wishes to add equipment at the facilities owned by the County the equipment must be inspected by GST to determine the additional cost associated with supporting the added equipment.

Items to be covered in GST's Maintenance/Administration Contract

GST will solve problems or coordinate a corrective action for problems related to the following items or issues. Please note the coverage detail for each item.

Network Electronics & Cabling

- Cabling – Ensuring proper function. GST will determine the problem and or work with the cabling contractor to resolve the issue.
- Network Electronics (Hubs, Switches, Patch Panels, Uninterruptible Power Supplies, Tape Backups, and Routers. GST will isolate Electronics problems to the equipment and will work with the manufacturer service representative to correct the problem. GST will not pay for repair or replacement of these items.

Preston County Courthouse Basic Ordering Agreement (BOA) May 17, 2024	Network Support Services Contract
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- LAN (Local Area Network) Connection – Ensuring proper connection between computers, printers, and server. GST will determine LAN related problems under this support contract, however, all part replacements will be handled by the manufacturer if in warranty or by your county if no warranty exists.
- WAN (Wide Area Network) Connection – GST will troubleshoot to determine and help fix Wide Area Network problems.
- Computers (Workstations) GST will determine problems related to the computer, keyboard, mouse and monitors. GST will work with hardware vendors to obtain replacement equipment. GST will not provide replacement parts or labor for computers or servers. Parts must be paid for by the customer.
- Servers – GST will determine problems with the server and work to resolve them quickly. GST will not provide replacement parts but will provide labor to replace Server parts.
- Printers – GST will determine problems related to printing and work with the printer manufacturer to obtain replacement parts or service. GST is not authorized to work on any printer under warranty. Working on Printers in warranty may void the manufacturer's warranty.

Workstation Software

- GST will support the desktop Operating Systems for each PC that has a supported version of a Microsoft Desktop Operating System.
- GST will support printer software and support problems related to drivers and the printer setup.
- GST will provide support for the following software packages: Microsoft Office Suites under current support by Microsoft.

Server Software

- GST will support Microsoft's Server Operating Systems that remain under support by Microsoft.
- GST will support administrative tasks controlled at the server related to the following areas: User accounts, permissions, drive mappings, shared drives, backup schemes, and virus protection.

Network Planning

- GST will inform the county of any necessary updates that will affect the operation of your network. It is imperative that you update the Service Pack versions and Antivirus versions to maintain network function.
- GST will implement all industry standard upgrades into your network. Any necessary free upgrades will be implemented.

Antivirus Protection

GST shall implement the latest version of antivirus software that automatically downloads virus definition files daily and alerts our office of any virus activity in your network. In the event a virus affects any of your machines, we will rid the system of the virus and restore the workstation or workstations to an operational state.

Remote Administration Services

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to assume control of your workstation, diagnose, and correct problems related to software. Remote access will also allow support personnel to identify hardware problems.

Preston County Courthouse Basic Ordering Agreement (BOA) May 17, 2024	Network Support Services Contract
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Cyber Vulnerability Scanning/Reporting

GST will provide scanning hardware and software to identify cyber threats that have been installed on your network. Installed threats may include Servers, Computers, Software, Networking Equipment, and Wireless equipment/devices. GST will run routine scans and present findings to the designated technical contact.

Schedule:

Work will commence upon execution of this contract.

Payment Terms:

Payment will be due for each item 30 days after the invoice date. Each month will be invoiced prior to services rendered according to the pricing schedule below.

Month	Staff Required	Network Supp & Admin
July 2024	Network Engineers/Techs	\$3,280.00
Aug 2024	Network Engineers/Techs	\$3,280.00
Sept 2024	Network Engineers/Techs	\$3,280.00
Oct 2024	Network Engineers/Techs	\$3,280.00
Nov 2024	Network Engineers/Techs	\$3,280.00
Dec 2024	Network Engineers/Techs	\$3,280.00
Jan 2025	Network Engineers/Techs	\$3,280.00
Feb 2025	Network Engineers/Techs	\$3,280.00
Mar 2025	Network Engineers/Techs	\$3,280.00
Apr 2025	Network Engineers/Techs	\$3,280.00
May 2025	Network Engineers/Techs	\$3,280.00
June 2025	Network Engineers/Techs	\$3,280.00

Pricing for Expenses and Per Diem

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we **will not** bill for mileage or per diem.

Preston County Courthouse Basic Ordering Agreement (BOA) May 17, 2024	Network Support Services Contract
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Payment Schedule and Terms

GST's contract for Technical Support services would be for beginning July 1, 2024 and concluding June 30, 2025.

GST will bill on a monthly basis.

Payment Terms will be Net 30.

Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

(3) STANDARD TERM AND CONDITIONS

3.1 Notices

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

If to Customer:	If to Contractor:
Preston County Commission 106 W. Main Street Kingwood, WV 26537 Attn: Nathan Raybeck County Administrator	Global Science & Technology, Inc. 2000 Green River Drive, Suite 100 Fairmont, WV 26554 Attn: Sandra Stewart

3.2 Contacts

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

3.3 Proprietary Information and Non Disclosure

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party

2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party
6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

3.4 Assignments and Contracts

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

3.5 Task Assignments

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

3.6 Limitation of Liability

Customer's maximum liability shall not exceed the fully executed Contract amount.

3.6.1 Indemnification

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

3.6.2 Infringement Indemnity

In the event that any item furnished by Contractor under this order is allegedly the subject of an infringement suit, Contractor may, at its sole cost and expense, modify such items to become non-infringing. In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US

Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.

3.7 Intellectual Property Rights and New Technology and Data Rights

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

3.8 Customer Provided Equipment, Tools, and Materials

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

3.9 Non-Waiver of Rights

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

3.10 Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

3.11 Disputes

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. While Contractor has caused this Contract to be drafted, both Parties have had the opportunity to consult with legal counsel before signing this Contract. Therefore, the interpretation of this Contract shall not be construed against any particular party based upon who drafted it. .
4. In the event of a dispute regarding the terms of this Contract, the parties agree that any such dispute shall be governed by the laws of the State of West Virginia and pursued solely in the Circuit Court of Preston County. .

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

3.12 Entire Agreement

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

3.13 General Relationship

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

3.14 Applicable State Law and Compliance

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

3.15 Order of Precedence

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work

In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

PRESTON COUNTY COMMISSION
(Customer)

GLOBAL SCIENCE & TECHNOLOGY, INC.
(CONTRACTOR)



Signature
DON SMITH
Name (Typed or Printed)
PRESIDENT
Title
MAY 28, 2024
Date

Signature
SANDRA K. STEWART
Name (Typed or Printed)
DIRECTOR OF CONTRACTS
Title

Date

B. Jarrett Construction Contract

Commissioner Stone moved to approve the Contract in the amount of \$564,233 with Jarrett Construction Inc. for the purpose of the Courthouse Reconfiguration Project on the 2nd floor of the Preston County Courthouse and authorize the County Administrator to use President Smith’s stamp to sign the contract. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried. (See attached.)

 **AIA Document A101® – 2017**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventh day of May in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

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

Preston County Commission
106 West Main Street, Suite 202
Kingwood, WV 26537

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

Jarrett Construction Services, Inc.
P.O. Box 5250
Charleston, WV 25361

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

Preston County Courthouse
Second Level Renovation

The scope of work includes selective demolition, electrical upgrades, plumbing, mechanical system modifications, new partitions, new restrooms, courtroom millwork, new doors/hardware and new finishes.

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

Mills Group LLC
88 High Street
Morgantown, WV 26505

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1212503907)

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
 - A date set forth in a notice to proceed issued by the Owner.
 - Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- May 20, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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- [X] Not later than One hundred eighty (180) calendar days from the date of commencement of the Work.
 [] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five hundred sixty-four thousand two hundred thirty-three dollars (\$ 564,233.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate No. 1 – Add installation of 33 additional light fixtures on the second floor	\$3,668.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price No. 1 – Additional light fixture replacement	Per 1 light fixture	\$150.00
Unit Price No. 2 – Additional plaster wall repair	Per 1 sq.ft.	\$15.00
Unit Price No. 3 – Additional drywall repair	Per 1 sq.ft.	\$9.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$250.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay the full amount of liquidated damages stated above, plus any additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for

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delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

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.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage in the amount of ten percent (10%) shall be withheld and deducted from amount of each pay request.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

1. Preconstruction Services, 2. Payment and performance bonds, if any, 3. Permits, 4. Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Until the Work is 50% complete, the Owner may withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is 50% complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect and in the absence of other good and sufficient reasons, the Architect will authorize freezing the retainage at 5% of total contract sum.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Upon Substantial Completion of the Project, the Owner shall release retainage to the Contractor, up to an amount equal to 150% of the value of the uncompleted Work. The full release of retainage shall be made upon Final Completion of the Work.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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(Insert rate of interest agreed upon, if any.)

8 % Eight

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

All costs incurred by the Contractor, including reasonable costs of termination, plus a mark-up of 15% of all those costs.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nathan Raybeck
Preston County Commission

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106 W. Main Street
Kingwood, WV 26537

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. John Jarrett
Jarrett Construction Services, Inc.
P.O. Box 5250
Charleston, WV 25361

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 Drawings

Sheet Number	Sheet Name
CS	COVER SHEET
G001	ABBREVIATIONS/SYMBOLS
G003	GENERAL NOTES
G011	LIFE SAFETY
G020	ADA STANDARDS
G021	ADA STANDARDS
D102	SECOND FLOOR DEMOLITION PLAN
D112	SECOND FLOOR DEMOLITION REFLECTED CEILING PLAN
A102	SECOND FLOOR PROPOSED
A112	SECOND FLOOR PROPOSED REFLECTED CEILING PLAN
A400	ENLARGED PLANS & ELEVATIONS
A401	RESTROOM ENLARGEMENTS & ELEVATIONS
A402	RESTROOM ENLARGEMENTS & ELEVATIONS

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A603	DOOR SCHEDULE
A604	PHASING SCHEDULE
A620	FINISH SCHEDULE
A702	SECOND FLOOR PAINT PLAN
A703	SECOND FLOOR FINISHED FLOORING PLAN
M001	MECHANICAL NOTES, LEGENDS, & ABBREVIATIONS
M002	MECHANICAL - SPECIFICATIONS
M101	MECHANICAL SECOND FLOOR - DEMOLITION PLAN
M201	MECHANICAL SECOND FLOOR - HVAC NEW WORK PLAN
M301	MECHANICAL - DETAILS
M401	MECHANICAL - EQUIPMENT SCHEDULES
E001	ELECTRICAL NOTES, LEGENDS, & ABBREVIATIONS
E101	ELECTRICAL SECOND FLOOR - LIGHTING DEMOLITION PLAN
E102	ELECTRICAL SECOND FLOOR - POWER DEMOLITION PLAN
E201	ELECTRICAL SECOND FLOOR - LIGHTING NEW WORK PLAN
E202	ELECTRICAL - SCHEDULES & DETAILS
E301	ELECTRICAL SECOND FLOOR - POWER NEW WORK PLAN
E401	ELECTRICAL - SPECIAL SYSTEMS
E501	ELECTRICAL - RISER DIAGRAM
E701	ELECTRICAL - PANEL SCHEDULES
P001	PLUMBING NOTES, LEGENDS
P002	PLUMBING SPECIFICATIONS
P101	PLUMBING SECOND FLOOR - DEMOLITION PLAN
P201	PLUMBING FIRST FLOOR - EXISTING/NEW WORK PLAN
P202	PLUMBING SECOND FLOOR - NEW WORK PLAN
P301	PLUMBING - DETAILS AND SCHEDULES

.6 Specifications

DIVISION 01 GENERAL REQUIREMENTS

011000	SUMMARY OF WORK	3
012200	UNIT PRICES	2
012300	ALTERNATES	2
012400	PROJECT MEETINGS	3
012500	SUBSTITUTION PROCEDURES	3
012600	MODIFICATION PROCEDURES	3
012900	APPLICATIONS FOR PAYMENT	4
013100	COORDINATION	3
013300	SUBMITTALS	6
014000	QUALITY CONTROL	3
014200	REFERENCES	3
015000	CONSTRUCTION FACILITIES	8
016000	PRODUCT REQUIREMENTS	4
017700	CONTRACT CLOSEOUT	5
017800	FINAL CLEANING	3
017839	PROJECT RECORD DOCUMENTS	5

DIVISION 02 EXISTING CONDITIONS

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DIVISION 05 METALS

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DIVISION 06 WOOD, PLASTICS AND COMPOSITES

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062023	INTERIOR FINISH CARPENTRY	7

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DIVISION 07 THERMAL AND MOISTURE PROTECTION

078413 PENETRATION FIRESTOPPING6
078443 JOINT FIRESTOPPING5

DIVISION 08 OPENINGS

081416 FLUSH WOOD DOORS6
087100 DOOR HARDWARE20

DIVISION 09 FINISHES

092216 NON-STRUCTURAL METAL FRAMING7
092900 GYPSUM BOARD8
095113 ACOUSTICAL PANEL CEILINGS7
096513 RESILIENT BASE AND ACCESSORIES4
096519 RESILIENT TILE FLOORING5
096813 TILE CARPETING6
099000 PAINTING10

DIVISION 10 SPECIALTIES

102600 WALL AND DOOR PROTECTION3
102641 BULLET RESISTANT FIBERGLASS PANELS3
102800 TOILET & BATH ACCESSORIES3
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.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	April 8, 2024	10
Addendum No. 2	April 12, 2024	1
Addendum No. 3	April 17, 2024	2

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Table deleted)

[] Supplementary and other Conditions of the Contract:

Document	Pages
----------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal

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requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Jarrett Construction Services Bid Clarifications dated April 19, 2024 (3 pages)

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

OWNER (Signature)
Don Smith, President
(Printed name and title)

CONTRACTOR (Signature)
John Jarrett, President
(Printed name and title)

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Additions and Deletions Report for
AIA® Document A101® – 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 16:20:27 ET on 05/27/2024.

PAGE 1

AGREEMENT made as of the Seventh day of May in the year Two Thousand Twenty-Four

...

Preston County Commission
106 West Main Street, Suite 202
Kingwood, WV 26537

...

Jarrett Construction Services, Inc.
P.O. Box 5250
Charleston, WV 25361

...

Preston County Courthouse
Second Level Renovation

The scope of work includes selective demolition, electrical upgrades, plumbing, mechanical system modifications, new partitions, new restrooms, courtroom millwork, new doors/hardware and new finishes.

...

Mills Group LLC
88 High Street
Morgantown, WV 26505

PAGE 2

Established as follows:

...

May 20, 2024

PAGE 3

Not later than One hundred eighty (180) calendar days from the date of commencement of the Work.

...

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...

Add Alternate No. 1 – Add installation of 33 additional light fixtures on the second floor \$3,668.00

...

N/A

...

N/A

...

<u>Unit Price No. 1 – Additional light fixture replacement</u>	<u>Per 1 light fixture</u>	<u>\$150.00</u>
<u>Unit Price No. 2 – Additional plaster wall repair</u>	<u>Per 1 sq.ft.</u>	<u>\$15.00</u>
<u>Unit Price No. 3 – Additional drywall repair</u>	<u>Per 1 sq.ft.</u>	<u>\$9.00</u>

...

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PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

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...

1. Preconstruction Services. 2. Payment and performance bonds, if any. 3. Permits. 4. Insurance

...

Until the Work is 50% complete, the Owner may withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is 50% complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect and in the absence of other good and sufficient reasons, the Architect will authorize freezing the retainage at 5% of total contract sum.

...

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Upon Substantial Completion of the Project, the Owner shall release retainage to the Contractor, up to an amount equal to 150% of the value of the uncompleted Work. The full release of retainage shall be made upon Final Completion of the Work.
PAGE 6

8 % Eight

...

[] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

All costs incurred by the Contractor, including reasonable costs of termination, plus a mark-up of 15% of all those costs.

...

Nathan Raybeck
Preston County Commission
106 W. Main Street
Kingwood, WV 26537
PAGE 7

Mr. John Jarrett
Jarrett Construction Services, Inc.
P.O. Box 5250
Charleston, WV 25361

...

4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

5 Drawings

Sheet Number	Sheet Name
CS	COVER SHEET
G001	ABBREVIATIONS/SYMBOLS
G003	GENERAL NOTES
G011	LIFE SAFETY
G020	ADA STANDARDS
G021	ADA STANDARDS
D102	SECOND FLOOR DEMOLITION PLAN
D112	SECOND FLOOR DEMOLITION REFLECTED CEILING PLAN
A102	SECOND FLOOR PROPOSED
A112	SECOND FLOOR PROPOSED REFLECTED CEILING PLAN
A400	ENLARGED PLANS & ELEVATIONS
A401	RESTROOM ENLARGEMENTS & ELEVATIONS
A402	RESTROOM ENLARGEMENTS & ELEVATIONS
A603	DOOR SCHEDULE
A604	PHASING SCHEDULE
A620	FINISH SCHEDULE
A702	SECOND FLOOR PAINT PLAN
A703	SECOND FLOOR FINISHED FLOORING PLAN
M001	MECHANICAL NOTES, LEGENDS, & ABBREVIATIONS
M002	MECHANICAL - SPECIFICATIONS
M101	MECHANICAL SECOND FLOOR - DEMOLITION PLAN

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M201	MECHANICAL SECOND FLOOR - HVAC NEW WORK PLAN
M301	MECHANICAL - DETAILS
M401	MECHANICAL - EQUIPMENT SCHEDULES
E001	ELECTRICAL NOTES, LEGENDS, & ABBREVIATIONS
E101	ELECTRICAL SECOND FLOOR - LIGHTING DEMOLITION PLAN
E102	ELECTRICAL SECOND FLOOR - POWER DEMOLITION PLAN
E201	ELECTRICAL SECOND FLOOR - LIGHTING NEW WORK PLAN
E202	ELECTRICAL - SCHEDULES & DETAILS
E301	ELECTRICAL SECOND FLOOR - POWER NEW WORK PLAN
E401	ELECTRICAL - SPECIAL SYSTEMS
E501	ELECTRICAL - RISER DIAGRAM
E701	ELECTRICAL - PANEL SCHEDULES
P001	PLUMBING NOTES, LEGENDS
P002	PLUMBING SPECIFICATIONS
P101	PLUMBING SECOND FLOOR - DEMOLITION PLAN
P201	PLUMBING FIRST FLOOR - EXISTING/NEW WORK PLAN
P202	PLUMBING SECOND FLOOR - NEW WORK PLAN
P301	PLUMBING - DETAILS AND SCHEDULES

6 Specifications

DIVISION 01 GENERAL REQUIREMENTS

011000	SUMMARY OF WORK	3
012200	UNIT PRICES	2
012300	ALTERNATES	2
012400	PROJECT MEETINGS	3
012500	SUBSTITUTION PROCEDURES	3
012600	MODIFICATION PROCEDURES	3
012900	APPLICATIONS FOR PAYMENT	4
013100	COORDINATION	3
013300	SUBMITTALS	6
014000	QUALITY CONTROL	3
014200	REFERENCES	6
015000	CONSTRUCTION FACILITIES	8
016000	PRODUCT REQUIREMENTS	4
017700	CONTRACT CLOSEOUT	5
017800	FINAL CLEANING	3
017839	PROJECT RECORD DOCUMENTS	5

DIVISION 02 EXISTING CONDITIONS

020450	CUTTING AND PATCHING	3
024119	SELECTIVE DEMOLITION	4

DIVISION 05 METALS

054000	COLD FORMED METAL FRAMING	7
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DIVISION 06 WOOD, PLASTICS AND COMPOSITES

061053	MISCELLANEOUS ROUGH CARPENTRY	4
062023	INTERIOR FINISH CARPENTRY	7

DIVISION 07 THERMAL AND MOISTURE PROTECTION

078413	PENETRATION FIRESTOPPING	6
078443	JOINT FIRESTOPPING	5

DIVISION 08 OPENINGS

081416	FLUSH WOOD DOORS	6
087100	DOOR HARDWARE	20

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DIVISION 09 FINISHES

092216	NON-STRUCTURAL METAL FRAMING	7
092900	GYPSUM BOARD	8
095113	ACOUSTICAL PANEL CEILINGS.....	7
096513	RESILIENT BASE AND ACCESSORIES	4
096519	RESILIENT TILE FLOORING	5
096813	TILE CARPETING.....	6
099000	PAINTING	10

DIVISION 10 SPECIALTIES

102600	WALL AND DOOR PROTECTION	3
102641	BULLET RESISTANT FIBERGLASS PANELS.....	3
102800	TOILET & BATH ACCESSORIES.....	3
104413	FIRE PROTECTION CABINETS	4

DIVISION 12 FURNISHINGS

122413	WINDOW ROLLER SHADES	7
<i>(Insert the date of the E203-2013 incorporated into this Agreement.)</i> 123530		4
123623.13	PLASTIC LAMINATE CLAD COUNTERTOPS.....	6

.5— Drawings, 7 Addenda, if any:

Number	Title	Date	Pages
<u>Addendum No. 1</u>		<u>April 8, 2024</u>	<u>10</u>
<u>Addendum No. 2</u>		<u>April 12, 2024</u>	<u>1</u>
<u>Addendum No. 3</u>		<u>April 17, 2024</u>	<u>2</u>

.6— Specifications

Section	Title	Date	Pages
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.7— Addenda, if any:

Number	Date	Pages
--------	------	-------

[]— AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[]— The Sustainability Plan:

Title	Date	Pages	
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Document</u>			<u>Pages</u>

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Jarrett Construction Services Bid Clarifications dated April 19, 2024 (3 pages)

...

Don Smith, President

John Jarrett, President

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6

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 16:20:27 ET on 05/27/2024 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 A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

Julie A. Doerr
(Signed)

Project Administrator & Office Manager
(Title)

May 27, 2024
(Dated)

New Business – Consideration and/or action –

A. Appointment of Sheriff to fill Unexpired Term

Commissioner Stone moved in accordance with WV Code 3-10-8A that the County Commission appoint Jim Fields to the position of Sheriff of Preston County. He is the same political party as the late Sheriff “Moe” Pritt, to serve for the remainder of Sheriff Pritt’s unexpired term, which ends at 11:59 p.m., December 31, 2024. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

B. Public Service District #1 Board Member Re-appointment – Rodney Kiser –
Six-year term – Retroactive to February 1, 2024 – January 31, 2030

Commissioner Stone moved to re-appoint Rodney Kiser as a board member to the Public Service District #1 for a 6-year term retroactive to February 1, 2024 thru January 31, 2030. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

C. Preston County Sewer Public Service District Board Member Re-appointments –
Robert Metheny – Six-year term – Retroactive to February 1, 2024 – January 31, 2030

Commissioner Stone moved to reappoint Robert Metheny to the Preston County Sewer Public Service District Board for a 6-year term retroactive to February 1, 2024 thru January 31, 2030. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioner Stone and Thomas voting yes. Motion carried.

Courthouse Reconfiguration Project Report

A. Facilities Supervisor Update

Mr. Raybeck recognized the Facilities Supervisor, Kevin Likens with an update on the Courthouse Reconfiguration Project.

He reported the demo crew started last Monday and some asbestos was located in tiles. Tuesday morning asbestos samples were taken. They got the results on Wednesday. By that evening they had it all removed, sealed and encapsulated.

On Friday, an air quality test was done on the lobby and the areas in question. Results should be back sometime today. If the results come back ok, then everything will be back on track. The framing crew will be here on Wednesday, electrical on Thursday and dry wall on Friday.

County Administrator’s Report – Consideration and/or action

A. Request for transfer from the Ryan Fund Investment

This request was not presented at this time.

B. Budget Revisions

Commissioner Stone moved to approve all budget revisions as they have been presented. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried. (See attached.)

LISA LEISHMAN
CLERK OF THE CIRCUIT COURT
PRESTON COUNTY
101 WEST MAIN STREET, ROOM 301
KINGWOOD, WEST VIRGINIA 26537

Date: May 28, 2024

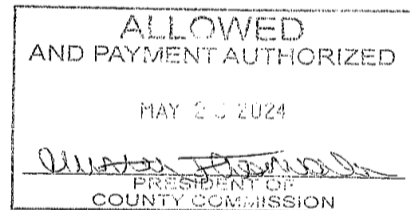
To: Bookkeeping

From: Lisa Leishman, Circuit Clerk

Subject: Budget Revision-Publication and Postage

DECREASE: 01-403-212 (Printing) \$60.00
INCREASE: 01-403-220 (Publication) \$60.00

DECREASE: 01-403-341 (Supplies) \$100.00
INCREASE: 01-403-218 (Postage) \$100.00



Preston County Prosecuting Attorney
James E. Shay, Jr.

Anne M. Armstrong
Chief Assistant Prosecuting Attorney

Assistant Prosecuting Attorneys
Megan M. Fields
Claire L. Niehaus

Victim Advocate
Stacy Greaser



Office Administrator
Sarabeth Bolinger

Legal Assistants
Amy Bolyard
Kristie Hartsell

May 8, 2024

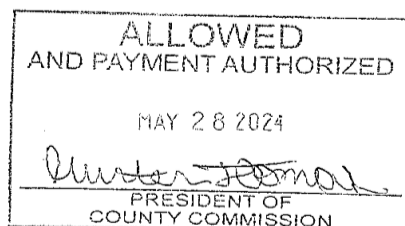
Honorable County Commission
by email delivery

Re: Prosecutor's Office Budget Revision

Please be advised that I am making the following budget revisions:

Action	Amount	From: Line Item	To: Line Item
Transfer	\$100.00	POSTAGE 001-405-218-00	CAP OUT/EQUIP 001-405-459-00
Transfer	\$374.00	POSTAGE 001-405-218-00	TRAIN-EDUCATE 001-405-221-00

The purpose of these revisions is that I have overspent line items 001-405-459 and 001-405-221 due to unforeseen expenditures, and I do not anticipate any further expenditures in line 001-405-218 this fiscal year and would simply like to shuffle the funds around to cover my current negative balances in lines 001-405-459 and 001-405-221. Thank you for your prompt attention to this matter.



Best regards,

James E. Shay, Jr., Esq.
Prosecuting Attorney

C. Miscellaneous Correspondence

- The deadline for all internal budget revisions is June 4, 2024
- There will be no Preston County Commission meeting the week of June 10 due to the County Commissioners Association Annual Meeting.

Personnel Matters – Consideration and/or action

A. Executive Session

Legal Matters - Consideration and/or action

A. Executive Session

At 9:50 a.m., Commissioner Stone moved to go into Executive Session for legal matters. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

Those in attendance for the Executive Session were: Nate Raybeck, Samantha Stone and Hunter Thomas.

EXECUTIVE SESSION

At 9:55 a.m., Commissioner Stone moved to come out of Executive Session and reenter open session. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone and Thomas voting yes. Motion carried.

President Pro-Tem Thomas advised that no action was taken as a result of the Executive Session.

Information

Commissioners Comments

At 10:05 a.m., there being no further business to come before the Commission, President Pro-Tem Thomas declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

---oOo---

5/28/2024

