

A G E N D A
PRESTON COUNTY COMMISSION
JUNE 18, 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 – In His Image Photography Personal Property 2022
In His Image Photography Personal Property 2023
Scott Enterprises Inc Personal Property 2022
Scott Enterprises Inc Personal Property 2023
Sines Patricia R Personal Property 2023
Teets Howard S Personal Property 2023
Yohn James & Jane Personal Property 2023

Apportionments – None

Recognition of Scheduled Appointments –

9:31 a.m. Susan Riddle, President & CEO Visit Mountaineer Country – 2023 CVB Oversight Report and Annual Report
9:40 a.m. Kasey Foy, Community Corrections – Approval Grant Contract Agreement Documents
9:45 a.m. Lisa Leishman, Circuit Clerk – Two Employee Hires and Request Secure Location for Evidence
9:50 a.m. Connie Ervin, Assessor - Real Estate Property and Personal Property Books - Verification
9:55 a.m. Linda Huggins, County Clerk – WesBanco Depository Agreement Approval and Grant Agreement with
Department of Arts Culture and History Approval
10:00 a.m. Duane Hamilton, OEM/E-911 – Employee Hire

Approval of Minutes – June 4, 2024 and June 13, 2024 Special Session

Estate Settlements List – June 3, 2024 thru June 4, 2024
ESTATE NAME: **GEORGE F. ALBRIGHT**
ESTATE NAME: **MARK ARMSTRONG**
ESTATE NAME: **SHIRLEY CRAMER-LOSS**

Proceedings in Vacation/Clerk's Fiduciary Report – May 30, 2024 through June 12, 2024

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action
A. Rowlesburg Volunteer Ambulance Service
B. EMS Service Territory Map

New Business – Consideration and/or action
A. Employee Recognition

Courthouse Reconfiguration Project Update-Consideration and/or action
A. Update from Facilities Supervisor

County Administrator's Report – Consideration and/or action
A. Employee Handbook discussion/approval
B. WV Corp FY24-25 Insurance Renewal
C. Budget Revisions
D. 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., June 18, 2024 in the County Commission Meeting room.

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

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

Recognition of Public

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

The following persons registered their attendance during the meeting:

Deanna Lively	Jim Fields	Duane Hamilton
Jacob Martin-WV News	Tony Taylor	Jalyn Lamp
Jennifer Graham-DP	Kelly C. Fike	Shawne Knotts
Pam Thomas	Tim Keaton	Julia Sears
Kathy Sines	Pat Donnelly	Jay Shay
Susan Riddle-CVB	Kasey Foy	Lisa Leishman
Kevin Likens	Clark Nicklow	

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

Review of Bills

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

SYSTEM DATE 06/18/2024	COUNTY OF PRESTON	PAGE 1
REPORT DATE 06/18/2024	TRANSACTION EDIT LIST	TIME 10:29:15
FILES ID W	BATCH NUMBER 0730	USER WVPRMAR

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	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT
			VENDOR NAME	ACCOUNT NAME	PAYEE	VENDOR NO	PAYEE	VENDOR NAME	POSTDATE
VC	20240730-001		5752	00171735300		702678	05/28/2024	AG01	4520.00
N	NA	.00	RARESTEP INC	ANNUAL SUBSCRIPTION	06/18/2024	05/28/2024			P
				CENTRAL GAR-SOFTWARE	5752		RARESTEP INC		06/2024
VC	20240730-002		0974	00171122200			06/11/2024	AG01	375.00
N	NA	.00	WVEMC	DUES	06/18/2024	06/11/2024			P
				EMERG SERV-DUES & SUBSCRIP	0974		WVEMC		06/2024
VC	20240730-003		4277	00140122300			05/29/2024	AG01	8497.80
N	NA	.00	WVCORP	DEDUCTIBLE/STOUT	06/18/2024	05/29/2024			P
				CO COMM PROFESS. SERVICES	4277		WVCORP		06/2024
VC	20240730-004		4526	00371634100			02/26/2024	AS03	212.07
N	NA	.00	ZEP SALES & SERVICE	INV #9009510261	06/18/2024	02/26/2024			P
				DOG & KENNEL SUPPLIES	4526		ZEP SALES & SERVICE		06/2024
VC	20240730-005		4581	00371634100			06/12/2024	AS03	191.50
N	N1	.00	ZOETIS US LLC	INV #9024270880	06/18/2024	06/12/2024			P
				DOG & KENNEL SUPPLIES	4581		ZOETIS US LLC		06/2024
VC	20240730-006		4236	00140121900		320998	06/12/2024	AG01	33.82
N	NA	.00	HART OFFICE SOLUTIONS	PRINTS	06/18/2024	06/12/2024			P
				CO COMM BLDG/EQUIP RENTS	4236		HART OFFICE SOLUTIONS		06/2024
VC	20240730-007		5920	00140121400			06/18/2024	AG01	108.14
N	NA	.00	HUNTER THOMAS	REIMBURSEMENT	06/18/2024	06/18/2024			P
				CO COMM TRAVEL	5920		HUNTER THOMAS		06/2024
VC	20240730-008		5973	00140121400			06/18/2024	AG01	108.14
N	NA	.00	NATHAN RAYBECK	REIMBURSEMENT	06/18/2024	06/18/2024			P
				CO COMM TRAVEL	5973		NATHAN RAYBECK		06/2024
VC	20240730-009		5466	00140121400			06/18/2024	AG01	309.14
N	NA	.00	SAMANTHA STONE	REIMBURSEMENT	06/18/2024	06/18/2024			P
				CO COMM TRAVEL	5466		SAMANTHA STONE		06/2024
VC	20240730-010		0280	00142034100			06/11/2024	AG01	175.14
N	NA	.00	CINTAS CORPORATION	INV #4195468103	06/18/2024	06/11/2024			P
				CUSTODIAL MAT/SUPPLIES	0280		CINTAS CORPORATION		06/2024
VC	20240730-011		0280	00142022500			06/11/2024	AG01	375.60
N	NA	.00	CINTAS CORPORATION	INV #4195468103	06/18/2024	06/11/2024			P
				CUSTODIAL LAUN/DRY CLEAN	0280		CINTAS CORPORATION		06/2024
VC	20240730-012		0280	00142034500			06/11/2024	AG01	23.70
N	NA	.00	CINTAS CORPORATION	INV #4195468103	06/18/2024	06/11/2024			P
				CUSTODIAL UNIFORMS	0280		CINTAS CORPORATION		06/2024

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	20240730-013 N NA		0280 CINTAS CORPORATION	00142034100 .00 INV #4194690460 .00 CUSTODIAL MAT/SUPPLIES	06/18/2024	06/04/2024	0280	06/04/2024 AG01 CINTAS CORPORATION	273.38 06/2024
VC	20240730-014 N NA		0280 CINTAS CORPORATION	00142022500 .00 INV #4194690460 .00 CUSTODIAL LAUN/DRY CLEAN	06/18/2024	06/04/2024	0280	06/04/2024 AG01 CINTAS CORPORATION	202.75 06/2024
VC	20240730-015 N NA		0280 CINTAS CORPORATION	00142034500 .00 INV #4194690460 .00 CUSTODIAL UNIFORMS	06/18/2024	06/04/2024	0280	06/04/2024 AG01 CINTAS CORPORATION	23.70 06/2024
VC	20240730-016 N NA		5561 LEAF	00140621900 .00 COPIER .00 ASSESSOR-EQUIP RENTALS	06/18/2024	16653837 06/10/2024	5561	06/10/2024 AG01 LEAF	220.50 06/2024
VC	20240730-017 N NA		3315 PURCHASE POWER	00140321800 .00 POSTAGE .00 CIR CLERK POSTAGE	06/18/2024	06/09/2024	3315	06/09/2024 AG01 PURCHASE POWER	1212.75 06/2024
VC	20240730-018 N NA		2497 WESBANCO BANK	00140334100 .00 DEPOSIT TICKETS .00 CIR CLERK - MAT/SUPPLIES	06/18/2024	06/07/2024	2497	06/07/2024 AG01 WESBANCO BANK	103.96 06/2024
VC	20240730-019 N NA		4238 ATLAS GEOGRAPHIC DATA INC	05640723000 .00 MAY 2024 .00 AVF-CONTRACTED SERVICES	06/18/2024	A24032-5 05/30/2024	4238	05/30/2024 AA56 ATLAS GEOGRAPHIC DATA INC	600.00 06/2024
VC	20240730-020 N NA		5189 BEARCOM	00170023000 .00 MAY 2024 .00 LAW ENFORCE CONT SERVICE	06/18/2024	5737710 06/03/2024	5189	06/03/2024 AG01 BEARCOM	695.00 06/2024
VC	20240730-021 N NA		5648 CRYSTAL SPRINGS	00170034400 .00 WATER .00 LAW ENFORCE FOOD/DRUGS	06/18/2024	06/08/2024	5648	06/08/2024 AG01 CRYSTAL SPRINGS	46.68 06/2024
VC	20240730-022 N N1		5776 10-42 TACTICAL LLC	00170034500 .00 UNIFORMS .00 LAW ENFORCE UNIFORMS	06/18/2024	4999 06/07/2024	5776	06/07/2024 AG01 10-42 TACTICAL LLC	5570.88 06/2024
VC	20240730-023 N NA		0296 QUILL CORP	00141234100 .00 SUPPLIES .00 CO AGENT MAT & SUPPLIES	06/18/2024	39021568 06/07/2024	0296	06/07/2024 AG01 QUILL CORP	229.87 06/2024
VC	20240730-024 N NA		0296 QUILL CORP	00141234100 .00 SUPPLIES .00 CO AGENT MAT & SUPPLIES	06/18/2024	39014761 06/07/2024	0296	06/07/2024 AG01 QUILL CORP	71.96 06/2024

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	20240730-025 N NA		0296 QUILL CORP	00141234100 .00 SUPPLIES .00 CO AGENT MAT & SUPPLIES	06/18/2024	39032740 06/10/2024	0296	06/10/2024 AG01 QUILL CORP	23.10 06/2024
VC	20240730-026 N NA		0296 QUILL CORP	00141234100 .00 SUPPLIES .00 CO AGENT MAT & SUPPLIES	06/18/2024	39032291 06/10/2024	0296	06/10/2024 AG01 QUILL CORP	71.96 06/2024
VC	20240730-027 N NA		4758 J. D. SIGNS, INC	00171721700 .00 DECAL REPAIR .00 CENTRAL GARAGE-M&R-AUTO	06/18/2024	46864 05/03/2024	4758	05/03/2024 AG01 J. D. SIGNS, INC	49.00 06/2024
VC	20240730-028 N NA		4758 J. D. SIGNS, INC	00171721700 .00 DECAL PACKAGE INSTALLED .00 CENTRAL GARAGE-M&R-AUTO	06/18/2024	46865 05/03/2024	4758	05/03/2024 AG01 J. D. SIGNS, INC	561.00 06/2024
VC	20240730-029 N NA		4758 J. D. SIGNS, INC	00171721700 .00 DECAL PACKAGE INSTALLED .00 CENTRAL GARAGE-M&R-AUTO	06/18/2024	46866 05/03/2024	4758	05/03/2024 AG01 J. D. SIGNS, INC	585.00 06/2024
VC	20240730-030 N NA		0280 CINTAS CORPORATION	00541521500 .00 INV #4193290696 .00 MAG CT M&R BLDGS/GRNDS	06/18/2024	05/21/2024	0280	05/21/2024 WM05 CINTAS CORPORATION	56.48 06/2024
VC	20240730-031 N NA		2148 WV PAGING	00541521100 .00 ACCT #4777 .00 MAG CT TELEPHONE	06/18/2024	10055538 06/03/2024	2148	06/03/2024 WM05 WV PAGING	9.50 06/2024
VC	20240730-032 N NA		0280 CINTAS CORPORATION	00171122300 .00 INV #4192568248 .00 EMERG SERV PROF SERVICES	06/18/2024	05/14/2024	0280	05/14/2024 AG01 CINTAS CORPORATION	66.02 06/2024
VC	20240730-033 N NA		0280 CINTAS CORPORATION	00771222300 .00 INV #4195568099 .00 E911 PROFESSIONAL SERVICE	06/18/2024	06/11/2024	0280	06/11/2024 AE07 CINTAS CORPORATION	92.68 06/2024
VC	20240730-034 N N1		6040 REBECCA JANE LAYNE	00170023300 .00 HAULING & BOARDING FEES .00 LAW ENFORCE-INVEST. EXP.	06/18/2024	02/27/2024	6040	02/27/2024 AG01 REBECCA JANE LAYNE	1490.00 06/2024
VC	20240730-035 N N1		3097 MILLS GROUP LLC	00142021500 .00 COURTHOUSE RENOVATION .00 CUSTODIAL M&R BLD & GRD	06/18/2024	8819 06/01/2024	3097	06/01/2024 AG01 MILLS GROUP LLC	2863.04 06/2024
VC	20240730-036 N NA		5189 BEARCOM	20744256824 .00 RADIO UPGRADE .00 ARPA-PRESTON CO OEM/911	06/18/2024	5724011 05/02/2024	5189	05/02/2024 AR207 BEARCOM	49787.67 06/2024

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	20240730-037 N NA		4669 MOTOROLA SOLUTIONS INC	20744256824 .00 RADIO UPGRADE .00 ARPA-PRESTON CO OEM/911	06/18/2024	06/18/2024	4669	06/18/2024 AR207 MOTOROLA SOLUTIONS INC	198402.12 06/2024
VC	20240730-038 N NA		5867 MONITRONICS	00142821600 .00 ID BADGE CREATION .00 DATA PROCESS-M&R EQUIP	06/18/2024	3127641 05/15/2024	5867	05/15/2024 AG01 MONITRONICS	479.96 06/2024
VC	20240730-039 N NA		4553 CHARLES R CLINE	00170034500 .00 REIMB-UNIFORMS .00 LAW ENFORCE UNIFORMS	06/18/2024	06/12/2024	4553	06/12/2024 AG01 CHARLES R CLINE	138.29 06/2024
VC	20240730-040 N N1		3097 MILLS GROUP LLC	00142021500 .00 COURTHOUSE RENOVATION .00 CUSTODIAL M&R BLD & GRD	06/18/2024	8750 05/01/2024	3097	05/01/2024 AG01 MILLS GROUP LLC	8250.00 06/2024
VC	20240730-041 N NA		6041 DELANO'S COUNTRY STORE	00142022301 .00 OFFICE FURNITURE .00 PROFESSIONAL SERV-FLOOD D	06/18/2024	24855 06/11/2024	6041	06/11/2024 AG01 DELANO'S COUNTRY STORE	12560.00 06/2024
VC	20240730-042 N NA		0223 MON POWER	00140121302 .00 ACCT #110 088 634 438 .00 UTILITIES MON POWER	06/18/2024	06/17/2024	0223	06/17/2024 AG01 MON POWER	716.10 06/2024
VC	20240730-043 N NA		5985 AT&T MOBILITY	00170021103 .00 ACCT #287306405281 .00 SHERIFF-TELEPHONE-AT&T	06/18/2024	06/01/2024	5985	06/01/2024 AG01 AT&T MOBILITY	93.14 06/2024
VC	20240730-044 N NA		3760 SHALLOW CREEK KENNELS INC	00173634100 .00 SUPPLIES .00 K-9 MAT & SUPPLIES	06/18/2024	24352 06/06/2024	3760	06/06/2024 AG01 SHALLOW CREEK KENNELS INC	584.95 06/2024
VC	20240730-045 N NA		4896 LEAF	00170021600 .00 COPIERS .00 LAW ENFORCE M&R EQUIP	06/18/2024	16653838 06/10/2024	4896	06/10/2024 AG01 LEAF	756.50 06/2024
VC	20240730-046 N NA		0325 SHAFFER'S PRINTING	00140321200 .00 ENVELOPES & CARDS .00 CIR CLERK PRINTING	06/18/2024	9297 06/11/2024	0325	06/11/2024 AG01 SHAFFER'S PRINTING	239.00 06/2024
VC	20240730-047 N NA		5986 AT&T MOBILITY	00181334100 .00 ACCT #287323242654 .00 LITTER CONTROL MAT/SUPPLY	06/18/2024	06/05/2024	5986	06/05/2024 AG01 AT&T MOBILITY	38.24 06/2024
VC	20240730-048 N NA		5985 AT&T MOBILITY	00170021103 .00 ACCT #287305512314 .00 SHERIFF-TELEPHONE-AT&T	06/18/2024	06/05/2024	5985	06/05/2024 AG01 AT&T MOBILITY	2490.40 06/2024

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SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISC DATE	CHECK	CHK-DATE	SELECT
		VENDOR NAME		ACCOUNT NAME	PAYEE	VENDOR NO	PAYEE	VENDOR NAME	POSTDATE
VC	20240730-049		0223	00140121302			06/17/2024	AG01	242.60
N	NA		.00	.00 ACCT #110 162 822 297	06/18/2024	06/17/2024			P
		MON POWER		UTILITIES MON POWER	0223		MON POWER		06/2024
VC	20240730-050		0223	00140121302			06/17/2024	AG01	140.42
N	NA		.00	.00 ACCT #110 080 533 703	06/18/2024	06/17/2024			P
		MON POWER		UTILITIES MON POWER	0223		MON POWER		06/2024
VC	20240730-051		0223	00140121302			06/17/2024	AG01	17.97
N	NA		.00	.00 ACCT #110 080 534 768	06/18/2024	06/17/2024			P
		MON POWER		UTILITIES MON POWER	0223		MON POWER		06/2024
VC	20240730-052		0223	00140121302			06/17/2024	AG01	99.44
N	NA		.00	.00 ACCT #110 080 536 664	06/18/2024	06/17/2024			P
		MON POWER		UTILITIES MON POWER	0223		MON POWER		06/2024
VC	20240730-053		0223	00140121302			06/17/2024	AG01	1234.79
N	NA		.00	.00 ACCT #110 088 637 100	06/18/2024	06/17/2024			P
		MON POWER		UTILITIES MON POWER	0223		MON POWER		06/2024
VC	20240730-054		0107	00142034100			05/31/2024	AG01	813.00
N	NA		.00	.00 MATERIALS	06/18/2024	05/31/2024			P
		ECKERTS INC		CUSTODIAL MAT/SUPPLIES	0107		ECKERTS INC		06/2024
VC	20240730-055		0107	00142021500			05/31/2024	AG01	1624.55
N	NA		.00	.00 MATERIALS	06/18/2024	05/31/2024			P
		ECKERTS INC		CUSTODIAL M&R BLD & GRD	0107		ECKERTS INC		06/2024
VC	20240730-056		0464	00240156800			06/18/2024	AC02	5000.00
N	NA		.00	.00 2023-2024 ALLOCATION	06/18/2024	06/18/2024			P
		MONONGAHELA CONSERVATION		CONTRIBUTIONS	0464		MONONGAHELA CONSERVATION		06/2024
VC	20240730-057		4236	00371621900		321260	06/14/2024	AS03	17.46
N	NA		.00	.00 PRINTS	06/18/2024	06/14/2024			P
		HART OFFICE SOLUTIONS		DOG KENNEL BLDG/EQUIP REN	4236		HART OFFICE SOLUTIONS		06/2024

TOTAL TRANSACTION AMOUNT 313875.86

WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00142022500
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00142034100
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00181334100
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00371621900
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00371634100
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00541521100
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00541521500
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 20744256824

List of invoices approved for payment
 this 18th day of June, 2024
 Int. Shay

Assessor's Office

Tax Correction List –

Commissioner Thomas moved to approve the Tax Correction List dtd June 18, 2024 as presented by Assessor Connie Ervin in the amount of \$1,461.96. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone, and Smith voting yes. Motion carried. (See attached.)

TAX CORRECTION LIST

June 18, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT #	AMOUNT	YR
05	IN HIS IMAGE PHOTOGRAPHY	Personal Property	Copied Return-Filed and paid in Tucker County	305922	00261477	\$68.00	2022
05	IN HIS IMAGE PHOTOGRAPHY	Personal Property	Copied Return-Filed and paid in Tucker County	305899	00261477	\$71.52	2023
02	SCOTT ENTERPRISES INC	Personal Property	Did not own July 1 2021	80003927	00241249	\$152.04	2022
02	SCOTT ENTERPRISES INC	Personal Property	Did not own July 1 2022	80001552	00241249	\$210.40	2023
01	SINES PATRICIA R	Personal Property	Clerical Error- Taxed at incorrect amount on 02 Suzuki	80000380	00259236	\$128.78	2023
16	TEETS HOWARD S	Personal Property	Clerical Error- Did not own 2007 Toyo Yaris July 1 22	312495	01006093	\$43.64	2023
02	YOHN JAMES & JANE	Personal Property	Clerical Error- Did not own vehicles -Sold All Oct 21	303778	00257180	\$787.58	2023

TOTAL: \$1,461.96

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

Jay Shay
 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

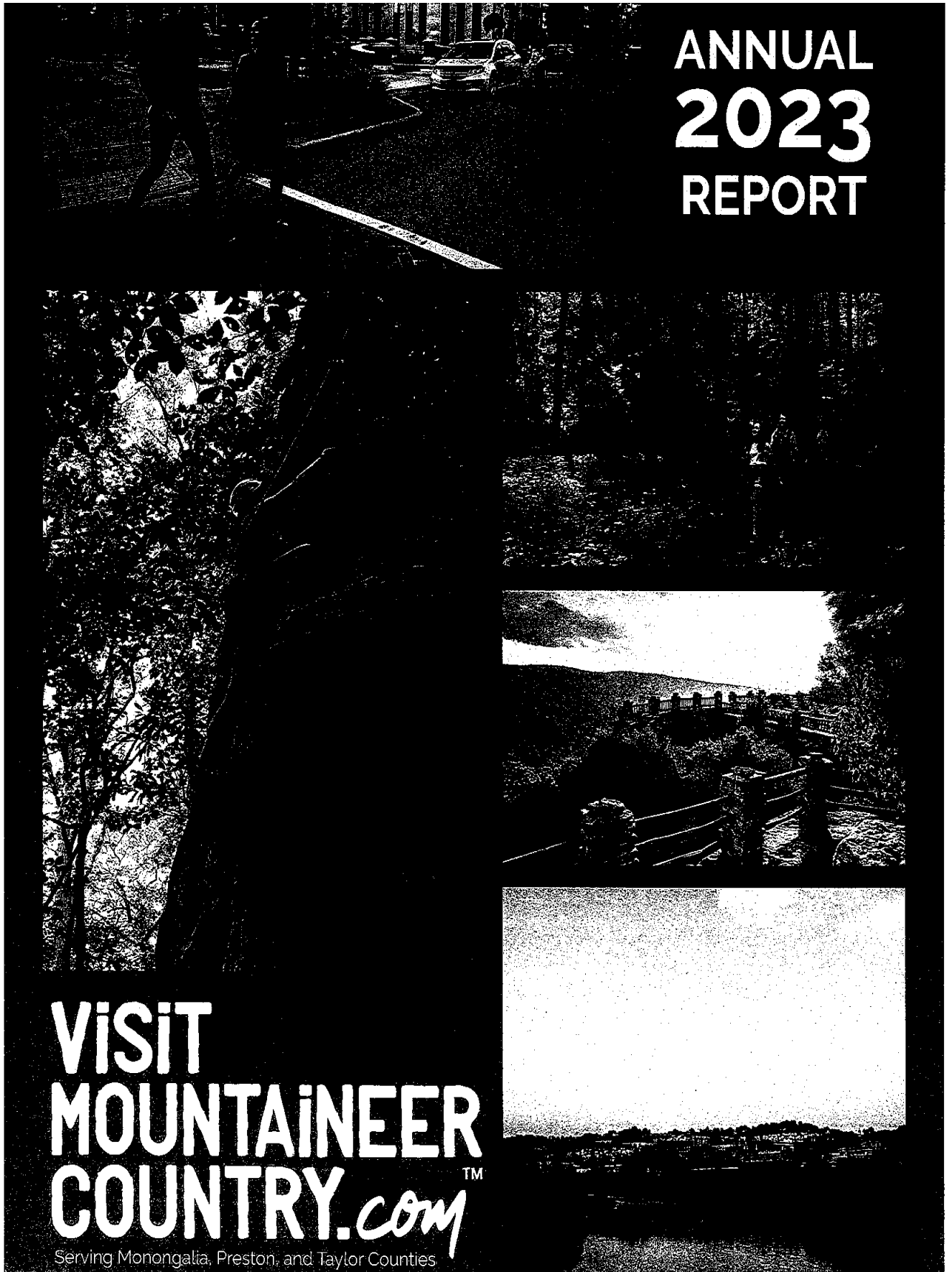


Apportionments – None

Recognition of Scheduled Appointments –

9:31 a.m. Susan Riddle, President & CEO Visit Mountaineer Country – 2023 CVB Oversight Report and Annual Report

Susan Riddle, gave an annual presentation of the 2023 Annual Report for the CVB and to get on record for continued compliance with the State Code for CVB requirements. (See attached.)



Mountaineer Country Partners and Friends,

As we reflect on the past year, it is with great pleasure that I present the 2023 Annual Report for Visit Mountaineer Country Convention and Visitors Bureau. It has been a year filled with challenges, triumphs, and a shared commitment to showcasing our unique region.

Tourism is not just about attracting visitors; it's about creating lasting memories and fostering a sense of pride in our community. In 2023, we have worked tirelessly to elevate the profile of Mountaineer Country, emphasizing its rich cultural heritage, breathtaking landscapes, and vibrant communities. Through innovative marketing campaigns, strategic partnerships, and a renewed focus on regional collaboration, we have seen positive growth in visitor numbers and economic impact.

Our collective efforts with local businesses, government agencies, and community organizations have strengthened the ties that bind us together. Together, we have developed initiatives to enhance visitor experiences, support local businesses, and preserve the natural beauty that makes Mountaineer Country so special.

One of our key accomplishments this year has been planning and hosting our inaugural Mountaineer Country Tourism Summit - "Selling Mountaineer Country". We had more than 100 regional partners join in sessions focused on data, opportunities and challenges, networking opportunities, and more.

This year, we also worked with the West Virginia Department of Tourism (WVDT) to launch the Leave No Trace pilot program, introducing area 5th graders to responsible and sustainable outdoor recreation.

We served as "guinea pigs" for the WVDT on more than one occasion, testing out different marketing strategies through the Cooperative Advertising Program.

Our partnership with Mylan Park has grown to be a driving force for large, destination-branding events, pushing us closer to being a recognized sports destination, starting with a successful USA Diving National Championship event and the state's first Pickleball Championship.

Our continued successful implementation of digital marketing strategies has allowed us to expand our reach and engage new audiences. This year, we have really embraced digital platforms and social media to provide virtual experiences to engage with potential visitors and showcase the hidden gems of our destination...all of this and so much more.

As we look ahead, the future holds exciting possibilities for Visit Mountaineer Country. We remain committed to supporting our local partners, staying on the cutting edge of marketing, and ensuring that Mountaineer Country continues to be a destination that captivates the hearts of all who visit.

I would like to express my deepest gratitude to our dedicated staff, board of directors, partners, and the entire Mountaineer Country community for their unwavering support and commitment. Together, we will continue to write the story of Mountaineer Country.

Sincerely,



Susan Riddle, President & CEO
VISIT MOUNTAINEER COUNTRY.COM

DATA TELLS A STORY

Selling Mountaineer Country

In the pulse of Mountaineer Country's thriving tourism landscape, the Visit Mountaineer Country Convention and Visitors Bureau proudly presents the annual report for 2023, a testament to our region's resounding success. The VMCCVB's data-backed insights and strategic marketing showcases how our Destination Marketing and Management Organization strategically leveraged visitor data, innovative campaigns, and impactful initiatives to position Mountaineer Country as a prime destination, unlocking unparalleled opportunities to showcase our vibrant region and elevate the visitor experience.

VisitMountaineerCountry.com | Jan. 1 - Dec. 31

2,430
Average Daily
Users in 2023

Morgantown
New York
Pittsburgh
Philadelphia
Clarksburg

West Virginia
Pennsylvania
Virginia
New York
Ohio
Georgia
North Carolina
Florida
Michigan
Maryland



Sessions	581,069	508,760	423,754	308,277	580,038
Users	455,004	405,462	338,911	238,459	411,780
Pageviews	886,957	993,034	866,224	706,037	1,389,898

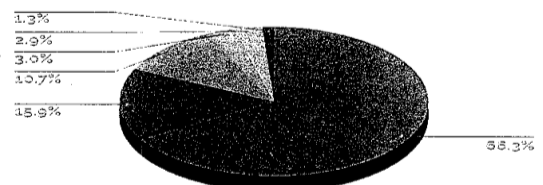
+14.21% YOY

+12.21% YOY

-10.68% YOY

TRAFFIC SOURCES

- Organic Search: **373,266 (+8.07%)***
- Direct: **89,279 (+41.11%)**
- Social: **60,259 (+87.74%)**
- Referral: **16,713 (-31.57%)**
- Paid: **16,167 (-60.3%)**
- Email: **7,366 (-27.44%)**



*Organic traffic accounts for website visitors that resulted from unpaid sources. The VMCCVB's high organic search traffic can be attributed to its Search Engine Optimization (SEO) and website management/maintenance. According to Brand Vision Marketing, the tourism industry average for organic website traffic is 35%.

"Behind these numbers are real visitors making an economic impact on businesses, attractions, and events in Mountaineer Country—value being delivered to local municipalities. By promoting the experiences and people unique to Mountaineer Country, the CVB helps enrich our community and improve the quality of life for its residents."

Ginna Royce, Creative Director | Blaine Turner Advertising

LEAD GENERATION | JANUARY - JUNE 2023

Using the Customer Relationship Management (CRM) tool SharpSpring, Visit Mountaineer Country was able to grow its lead database in 2023. Through newsletter sign ups, giveaway entries, and other marketing strategies, the organization now has more than 68,500 leads.



MORE APP USERS

Visit Mountaineer Country CVB engaged **3,091** more app users in 2023, for a total of **8,879** users to date.

MORE LOCAL PARTNERS

Visit Mountaineer Country CVB partnered with more local businesses in 2023, for a total of **117** Mountaineer Deals partners.

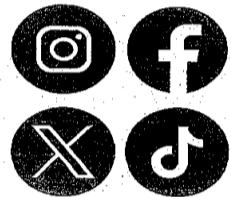


EXCEEDING EMAIL STANDARDS

Visit Mountaineer Country CVB exceeded the industry averages in email **open rate at 27.5%** and **click-thru rate at 5.68%**. Industry averages are 21.3% and 2.6%, respectively.

PRIORITIZING SOCIAL MEDIA

Visit Mountaineer Country CVB prioritized video and user-generated content to engage **4,888** more followers in 2023. VMCCVB grew its **social traffic to the website by 87.74%**.



PLAYING TO WIN

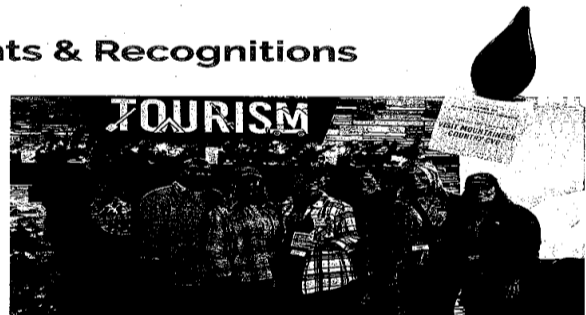
Celebrating the Whole

Strong, local tourism partners are the heartbeat of Mountaineer Country. The Visit Mountaineer Country Convention and Visitors Bureau (VMCCVB) relies heavily on its local and regional support system of industry leaders to help in the organization's relentless pursuit of tourism success. Embracing a "play to win" mantra, the organization consistently leverages partnerships to enhance its offerings and continually elevate the Mountaineer Country experience. The organization always celebrates a collaborative effort.

2023 Achievements & Recognitions

THE "FUTURE OF TOURISM" IS BRIGHT IN MOUNTAINEER COUNTRY

One of the highlights of 2023 was VMCCVB's receipt of the "Future of Tourism" award at the 2023 Governor's Conference on Tourism at Canaan Valley Resort. This award recognizes VMCCVB's commitment to its internship program, in-classroom initiatives and partnerships with various West Virginia University programs.



THE INAUGURAL MOUNTAINEER COUNTRY TOURISM SUMMIT

Regional collaboration came alive during the inaugural Mountaineer Country Tourism Summit June 5 and 6, 2023, in Morgantown. Industry leaders from the seven-county tourism region came together for networking, information sessions, customer service training, and more. **The summit kick started more region-wide projects.**

"Under Susan's leadership, the CVB team reached new heights in 2023. From developing new programs to growing support for their partners, the staff have worked diligently to prioritize destination development through regional collaboration this year. There is no doubt that 2024 will be an even more successful year for tourism in Mountaineer Country and beyond."



Kerry Gnik, 2023 Visit Mountaineer Country Board Chair

Programs, Workshops, & More

In 2023, the VMCCVB team, took risks and tried new things. In working with the West Virginia Department of Tourism and local and regional partners, the VMCCVB engaged visitors and locals alike through a variety of Destination Marketing and Management (DMMO) strategies. These projects not only aided in telling the destination's story, but they grew Visit Mountaineer Country's brand awareness.

LEAVE NO TRACE

In partnership with the West Virginia Department of Tourism, VMCCVB's Destination Development team led the charge in piloting a "Leave No Trace" outdoor stewardship program in Mountaineer Country 5th-grade classrooms. In 2023, **813 5th graders across 9 schools received national Leave No Trace certifications.**



THE WEST VIRGINIA HONEY TRAIL

Another key collaboration in 2023 was the launch of the West Virginia Honey Trail. Working with the Monongalia County Beekeeper's Association, and the West Virginia Department of Agriculture, Visit Mountaineer Country launched the trail on its website and mobile app. Launching in August 2023, **the trail now features 24 state parks and 51 local businesses** that all sell West Virginia honey.

COMMUNITY ENGAGEMENT & SUPPORT

The VMCCVB team worked with community leaders in 2023 to support local businesses. The destination development team hosted a grant-writing workshop with the WV Grant Resource Center **engaging 85 registered attendees.** The marketing team worked with the Preston County Chamber of Commerce to develop a 4-part digital marketing series that **exposed local businesses to the advantages of digital marketing tools and trends.**

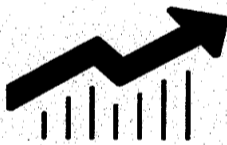


7

SELLING THE DESTINATION

Setting a New Record

In 2023, Mountaineer Country saw the highest lodging tax receipts compared to the past eight years. With a fast and furious recovery from the COVID-19 pandemic, stronger-than-ever lodging partnerships, and a more aggressive sales approach, the VMCCVB's **"One more night, one more dollar"** mission statement was in full force.



GROWTH IN LODGING SALES

2023 lodging receipts were **15% more than 2022**, and **34% more than the 8-year average (2016-2023).**

2023 SALES BY THE NUMBERS

The VMCCVB distributed **32 request for proposals (RFP)** in 2023 for an **estimated 10,000+ room nights** and **\$2.3 million in sales.**



Strategic Database Research

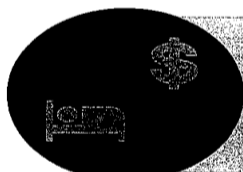
Through the West Virginia Department of Tourism's Cooperative Advertising Program, The VMCCVB was able to take advantage of a **new lead-generation strategy.** Through the company Strategic Database Research (SDR), sales representatives cold called meeting planners to share information about the Mountaineer Country region. Qualified prospects were then forwarded to the VMCCVB sales team to make a connection.

The program ran from July through November 2023, and the results were as follows:

15
QUALIFIED
PROSPECTS

4,355
POTENTIAL
ROOM NIGHTS

\$488,760
POTENTIAL
REVENUE



Mission Statement

The Visit Mountaineer Country Convention and Visitors Bureau strives to increase the tourism economy by marketing and selling the destination to our guests by "wowing" them and encouraging them to **stay one more night and spend one more dollar.**

STRATEGIC PARTNERSHIPS

CERTIFIED
West Virginia
Convention &
Visitors Bureau



ACCREDITATION

In 2023, the VMCCVB received nearly a perfect score on its accreditation application to the West Virginia Association of Convention and Visitors Bureaus (WVACVB).

THE VMCCVB SCORED A 99.61%

TOURISM MEMBERSHIPS

As the area's official DMMO, the VMCCVB regularly partners and purchases memberships with organizations that drive the local tourism economy. These organizations include economic development authorities, chambers of commerce, destinations and attractions, and more.

2023 MEMBERSHIPS

- Mon River Rail to Trails Conservancy
- The Morgantown Area Partnership
- West Virginia Botanic Garden at Tibbs Run Preserve
- Main Street Morgantown
- Spark! Imagination & Science Center
- West Virginia Landtrust
- Friends of the Cheat
- Arthurdale Heritage
- Preston County Chamber of Commerce
- Preston County Parks and Recreation Commission
- Anna Jarvis Foundation
- Taylor County Historical & Genealogical Society, Inc.
- Marion County Chamber of Commerce
- Prickett's Fort Foundation
- National Rail to Trail Conservancy
- Public Relations Society of America
- National Scenic Byway Association
- Southeast Tourism Society
- West Virginia Fairs and Festivals
- West Virginia Humanities Council
- Harrison County Chamber of Commerce
- Destinations International
- Civil War Trails



The VMCCVB team created or contributed to 12 printed pieces for its partners in 2023.

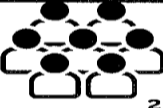


"Arthurdale Heritage has been blessed to work with the staff at Visit Mountaineer Country in 2023. They are always friendly, willing to give advice, connect us with resources, or lend a hand. They go above and beyond for small non-profit tourist attractions like ours, ensuring that we receive the same level of service and attention as larger businesses and attractions. We are so thankful for their support and partnership!"

Elizabeth Satterfield, Curator & Director of Education
Arthurdale Heritage, Inc.

MEET THE TEAM

2023 Board of Directors



ALL MEMBERS

- | | |
|---------------------|------------------|
| Steve Blinks | Lauren Kayal |
| Tom Bloom | Bob Lucci |
| Mark Cestari | Michael McGovern |
| Chris Darlington | Christian Miller |
| Frank DeMarco | Alex Miller |
| Laura Dulaney | Channing Moran |
| Kerry Gnik | Mark Nesselroad |
| Aly Goodwin-Gregg | Russ Rogerson |
| Jean-Manuel Guillot | Don Smith |
| Terry Jackson | Craig Walker |
| Bill Kaweck | Matt Wells |

2023 OFFICERS

- Kerry Gnik, Chair
- Aly Goodwin-Gregg, Vice Chair
- Craig Walker, Treasurer
- Frank DeMarco, Secretary

2024 OFFICERS

- Justin Reedy, Chair
- Mark Cestari, Vice Chair
- Frank DeMarco, Treasurer
- Mark Nesselroad, Secretary

The VMCCVB team uses the online tool and app **Boardable** to engage with its Board of Directors and committees and to facilitate initiatives such as the Monongalia County Tourism Advancement Fund review process.

Visit Mountaineer Country All-Star Team

- Susan Riddle**
President & CEO
- Joe Vessechia**
Operations Manager
- Tami Wood**
Group Sales Manager
- Stella Hehny**
Destination Development Coordinator
- Kathryn Carter**
Destination Development Coordinator
- Hannah Winaught**
Marketing Manager
- Madeline Smith**
Marketing Coordinator

- Mallory Sibble**
Marketing Intern
- Danielle Beistline**
Marketing Intern
- Brian Kotson**
Marketing Intern

CVB Office Partners

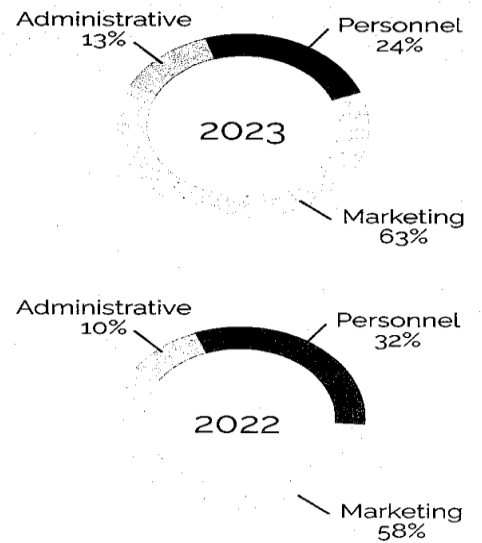
- Jordan Brigman**
Arts Council of Greater Morgantown
- Frank A. Witt, III**
Mylan Park KOA
- Andrew Walker**
Mountaineer Trail Network Recreational Authority

2023 FINANCIALS

Financial Statement of Activities | December 31, 2022 and 2023

	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 462,415	\$ 566,866
Certificate of deposit	260,500	-
Prepaid expenses	25,334	18,594
Accounts receivable	232,541	200,374
Total current assets	980,790	785,834
Noncurrent assets:		
Property and equipment:		
Furniture and equipment	105,818	95,727
Leasehold improvements	196,543	193,204
Vehicles	101,769	20,764
Less: accumulated depreciation	(196,731)	(158,054)
Net property and equipment	207,399	151,641
Right-of-use assets - operating leases, net	412,083	469,668
Total noncurrent assets	619,482	621,309
Total assets	\$ 1,600,272	\$ 1,407,143
LIABILITIES		
Current liabilities:		
Accounts payable and accrued expenses	\$ 92,192	\$ 41,534
Accrued wages and compensated absences	24,826	21,891
Deferred revenue	79,842	56,440
Operating lease liability - current	154,894	76,005
Total current liabilities	351,754	195,870
Noncurrent liabilities:		
Operating lease liability - noncurrent	279,279	404,708
Total noncurrent liabilities	279,279	404,708
Total liabilities	631,033	600,578
Net assets:		
Net assets without donor restrictions	969,239	806,565
Total net assets	969,239	806,565
Total liabilities and net assets	\$ 1,600,272	\$ 1,407,143
Revenue and support:		
Hotel occupancy tax	\$ 1,864,624	\$ 1,569,132
Pass-through grant revenue	198,289	254,139
Other revenue	22,433	10,336
Interest income	15,415	295
Total revenue and support	2,100,761	1,833,902
Expenses:		
Program services	1,758,789	1,559,879
Management and general	179,298	146,754
Total expenses	1,938,087	1,706,633
Change in net assets without donor restrictions	162,674	127,269
Net assets without donor restrictions - beginning of year	806,565	679,296
Net assets without donor restrictions - end of year	\$ 969,239	\$ 806,565

YOY Performance



Tourism Industry Best Practices

40% Personnel
20% Administrative

11

VMCCVB Tourism Partners

American Bus Association
 Anna Jarvis Foundation
 Arthurdale Heritage, Inc.
 Arts Council of Greater Morgantown
 Brad and Alys Smith Outdoor
 Economic Development Collaborative
 City of Grafton
 City of Kingwood
 City of Morgantown
 City of Shinnston
 City of Westover
 Civil War Trails
 Clarksburg CVB
 Community Engagement Committee for Kingwood
 Friends of the Cheat
 Friends of the Robinson Grand
 Performing Arts Center
 Harrison County Chamber of Commerce
 Greater Bridgeport CVB
 Main Street Morgantown
 Marion County CVB
 Marion County Chamber of Commerce
 Monongalia County Ballpark
 Morgantown Area Partnership
 Monongalia County Commission
 Mon River Trails Conservancy
 Morgantown Area Paddlers
 Morgantown Municipal Airport
 Morgantown Farmers Market
 Mountaineer Trail Network
 Mylan Park Foundation
 Mylan Park Properties
 Preston County Chamber of Commerce
 Preston County Commission
 Preston County EDA
 Preston County Parks and Recreation
 Prickett's Fort Memorial Foundation
 Public Relations Society of America
 Rails-to-Trails Conservancy
 Southeast Tourism Society
 Taylor County Commission
 Taylor County Development Authority
 Taylor County Historical and Genealogical Society
 Town of Bruceton Mills
 Town of Rowlesburg
 Town of Star City
 Town of Granville
 West Virginia Association of CVBs
 West Virginia Association of Fairs and Festivals
 West Virginia Botanic Garden
 West Virginia Civil War Trails
 West Virginia Hospitality and Travel Association
 West Virginia Humanities Council
 West Virginia Department of Tourism
 West Virginia Small Business Association
 WVU Alumni Association
 WVU Athletics
 WVU Hardy Family Hospitality and Tourism Program
 WVU John Chambers College of Business and Economics
 WVU Nemaocolin Hospitality Innovation Technology Lab
 WVU Mountaineer Parents Club
 WVU Reed College of Media
 WVU Visitors Center
 WVU Libraries

Tourism generates \$715 per household in tax dollars, helping to maintain government services across the state.

WV
Tourism
by the numbers

Tourism Economics
 2023

\$7 Billion+ Total Economic Impact

\$887 Million Tax Revenue Generated

59,000+ Total Employment

Nearly \$2 Billion Total Income

VISIT MOUNTAINEER COUNTRY.com™

341 Chaplin Road, First Floor | Morgantown, WV 26501

VISIT MOUNTAINEER COUNTRY.COM

March 27, 2024

WV State Auditors' Office – lgs@wvsao.gov, Attn: Shellie Humphries
WV Joint Committee on Government & Finance – drew.rodd@wvlegislature.gov and steve.marsden@wvlegislature.gov
WVACVB – rheath@bowlesrice.com

Re: Greater Morgantown Convention & Visitors Bureau, Inc. DBA, Visit Mountaineer Country Convention & Visitors Bureau
Fiscal Year 2023 Annual CVB Oversight Reporting

Dear WV State Auditor's Office, WV Joint Committee on Government & Finance, and WV Association of Convention & Visitor Bureaus,

In compliance with the CVB Oversight portion of the W.Va. Code §7-18-13a, CVBs report to the WWSAO, the WV Joint Committee on Government & Finance, and the WVACVB 90 days following the end of the CVB's fiscal year the following:

- Balance sheet – annually,
- Income statement - annually, and
- Either an audit or a financial review – triennially W.Va. Code § 7-18-14.

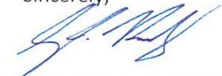
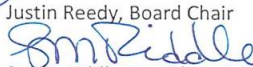
In addition, CVBs are to be accredited by an accrediting body such as the WV Association of Convention and Visitors Bureaus (WVACVB) W.Va. Code §7-18-13a(b) which confirms compliance with the following industry standards as follows:

- Annual budget,
- Budget allocation within the industry standard of 40% - 40% - 20% (Marketing, Personnel, Administrative),
- Marketing plan targeting markets outside of 50 miles of their destination,
- Full-time executive director,
- Physical office/ Visitor Center,
- Website, and
- Annual reporting to all the CVBs funding entities.

On behalf of the Board of Directors of the Visit Mountaineer Country Convention and Visitors Bureau (VMCCVB), we respectfully submit the required information and confirm that VMCCVB is in full compliance with all WV Code 7-18-13 requirements.

If you have any questions, please contact either Susan Riddle, President & CEO, at Susan@VisitMountaineerCountry.com or 304-292-5081 ext. 801 or me at Justin.Reedy2@marriott.com or 304-476-3128.

Sincerely,


Justin Reedy, Board Chair

Susan Riddle, President & CEO

Attachments: Income statement (Jan 1, 2023 – Dec 31, 2023), Balance sheet (Dec 31, 2023), Annual report (2023), and Annual audit (2023).

Cc: Monongalia County Commission, City of Morgantown, Town of Granville, Star City, City of Westover
Preston County Commission, Town of Bruceton Mills, City of Kingwood, Town of Rowlesburg
Taylor County Commission, City of Grafton

341 Chaplin Road, Suite 100, Morgantown, WV 26501
(304) 292-5081

9:40 a.m. Kasey Foy, Community Corrections – Approval Grant Contract Agreement Documents

Ms. Foy presented a Grant Contract Agreement to get funding to provide two employees to get BIPPS (Batter Intervention & Prevention Program) training with RDVIC. It will create more services for Community Corrections to provide to people that are court ordered and will speed up the process.

Commissioner Stone moved to approve the Grant Contract between the Division of Administration Services Justice and Community Services Section and the Preston County Commission and authorize the President to sign. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND THE
PRESTON COUNTY COMMISSION

24-BIPP-20

This **AGREEMENT**, entered into this **1st Day of June 2024** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Preston County Commission, hereinafter referred to as "Grantee."

WHEREAS JCS is the recipient of Community Corrections Grant Funds from the State of West Virginia; and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be used to complete Batterer Intervention and Prevention Program (BIPP) Training offered through Domestic Abuse Intervention Programs (DAIP).**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached.
4. The Grantee will commence its duties under the Agreement on **June 1, 2024** and shall continue those services/activities until **June 30, 2025**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$1,990.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. JCS has determined that the program **will** receive an upfront scheduled allocation of funds.
8. If the Grantee **is not** receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of the application, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee **is** receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of the application, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a state agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances, and certifications which are attached and such other special terms and conditions that JCS has set forth is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.

16. The parties hereto agree that notice shall be given electronically to the appropriate agency email addresses.
17. The Grantee shall hold and save JCS and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Grantee.

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



Don Smith
President
Preston County Commission

Marty A. Hulfield
Assistant Director
Justice and Community Services Section



Division of Administrative Services
Justice and Community Services (JCS)
SCHEDULE OF PAYMENTS

The following Schedule of Payments is hereby recognized and adopted by the Preston County Commission.

Project Number: 24-BIPP-20

Total Award: \$1,990.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	6/1/2024	\$1,990.00



Don Smith
President
Preston County Commission

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.
7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
- Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination, or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.
8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be commingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **COMPLIANCE WITH WV CODE §12-4-14:** The grantee agrees to comply with §12-4-14 of the West Virginia Code, also known as the West Virginia Grant Transparency and Accountability Act. This Act is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of grant recipients, thereby ensuring quality programs, and limiting fraud, waste, and abuse.
11. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal, or otherwise) before those changes are executed.
12. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
13. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
14. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
15. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148-CSR-1 of the West Virginia Code
16. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
17. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

- 18. TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
- 19. NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
- 20. TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
- 21. TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
- 22. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
- 23. MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
- 24. PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
- 25. COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology
- 26. LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
- 27. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- 28. ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
- 29. CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation, and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
- 30. RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary
- 31. LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
- 32. CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code § 6B-1-1 through 6B-3-11).
- 33. FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in

the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

34. NATIONAL AND STATE EVALUATION EFFORTS: The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

35. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES: The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.

36. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT: Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

Additionally, the grantee agrees to comply with 101-CSR-1 of the West Virginia Code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities, and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

37. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS: Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.

38. USE OF DATA/EXCHANGE OF INFORMATION: With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.

39. NATIONAL AND STATE EVALUATION EFFORTS: The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

40. EQUAL EMPLOYMENT OPPORTUNITY PLAN: The grantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://oip.gov/about/ocr/eeop.htm>.

41. VETERANS PREFERENCE: This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

42. IMMIGRATION AND NATURALIZATION VERIFICATION: The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

43. POLITICAL ACTIVITY: The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C.

employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.


- 44. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.
- 45. **COMPLIANCE WITH WV CODE §15-9B-3:** If applicable, the grantee agrees to comply with §15-9B-3 of the West Virginia Code. Effective July 1, 2025, any Victims of Crime Act (VOCA) Victim Assistance Program and/or STOP Violence Against Women Formula Grant Program (VAWA) applicant operating in a county without a written plan for accessing sexual assault forensic exams that is approved by the Sexual Assault Forensic Examination Commission will be ineligible to receive VOCA and/or VAWA grant funds.
- 46. **DETERMINATION OF SUITABILITY REQUIRED, IN ADVANCE, FOR CERTAIN INDIVIDUALS WHO MAY INTERACT WITH PARTICIPATING MINORS:** The following award condition is incorporated by reference into many Department of Justice, Office of Justice Program (OJP) awards, starting in calendar year 2019. This condition applies to this award if it is indicated -- in the application for the award (as approved by JCS), the DOJ or JCS funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the DOJ/OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: Don Smith

Authorized Official Signature: 

Date: 6/18/2024

9:45 a.m. Lisa Leishman, Circuit Clerk – Two Employee Hires and Request Secure Location for Evidence

Commissioner Thomas moved to approve the hire of Dorina Braniff to fill the full-time position as a Deputy Circuit Clerk to be effective July 1, 2024 with a starting salary of \$30,000 annually. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

Lisa Leishman
 Circuit Clerk
 101 W. Main St., Room 301
 Kingwood, WV 26537
 Phone: 304-329-0047
 Fax: 304-329-1417

June 18, 2024

Honorable Preston County Commission
 106 W. Main St.
 Kingwood, WV 26537

Re: Appointment of Deputy Circuit Clerk

Dear Commissioners:

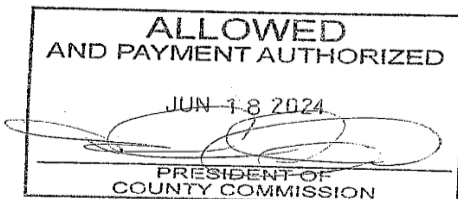
Please consider this my request to hire, Dorina Braniff to fill the full-time position as a Deputy Circuit Clerk to be effective on July 1, 2024. Mrs. Braniff will receive a starting salary of \$30,000 per annum.

Sincerely,



Lisa Leishman
Circuit Clerk

LL/ll



Commissioner Stone moved to authorize the hire of Sarah Sisler to fill the full-time position as a Deputy Circuit Clerk effective July 1, 2024 at a starting salary of \$30,000 per year. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

Lisa Leishman
Circuit Clerk
101 W. Main St., Room 301
Kingwood, WV 26537
Phone: 304-329-0047
Fax: 304-329-1417

June 18, 2024

Honorable Preston County Commission
106 W. Main St.
Kingwood, WV 26537

Re: Appointment of Deputy Circuit Clerk

Dear Commissioners:

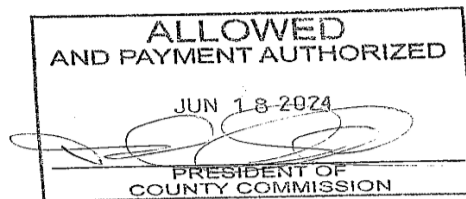
Please consider this my request to hire, Sarah Sisler to fill the full-time position as a Deputy Circuit Clerk to be effective on July 1, 2024. Mrs. Sisler will receive a starting salary of \$30,000 per annum.

Sincerely,



Lisa Leishman
Circuit Clerk

LL/11



Ms. Leishman explained the need for a secure “locked down” location for the storage of evidence for the State Police Department and noted it is the responsibility of the circuit clerk to keep the evidence. (The retention period is 75 years.) There was discussion of using the vault on the second floor of the annex building for this purpose. President Smith suggested maintenance look at the area to come up with a solution to the problem.

9:50 a.m. Connie Ervin, Assessor – Real Estate Property and Personal Property Books - Verification

Assessor Connie Ervin presented copies of signatures pages for Real Estate Land and Personal Property Books and noted one page goes to the state auditor, one to the sheriff, one to the county clerk, and one is for the assessor’s office. They have digital copies and hard copies located in the assessor’s office. She is waiting on printed copies from the state for the sheriff’s office and county clerk.

9:55 a.m. Linda Huggins, County Clerk – WesBanco Depository Agreement Approval and Grant Agreement with Department of Arts Culture and History Approval

WesBanco Depository Agreement

Commissioner Stone moved to approve and authorize the President to sign the Depository Agreement between WesBanco Bank Inc. and the Preston County Commission effective May 1, 2024 thru April 30, 2025. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

RESOLUTION

At a meeting of the Board of Directors of WesBanco Bank, Inc. held, after due notice, on the 28th day **MARCH, 2024** of a quorum being present and acting throughout, the following resolution was adopted:

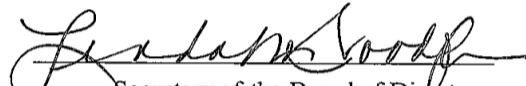
WHEREAS, It appearing to the "Board" that this "Bank" has been designated a Depository by **PRESTON COUNTY COMMISSION** and that it is necessary that a bond be executed.

NOW, THEREFORE, BE IT RESOLVED: That Heather Linda, the Vice-President & Deposit Support Manager of this Bank, is hereby authorized and directed to make, execute and deliver, in the name of this Bank and in its behalf, a bond, conditioned as required by law, to expire on **APRIL 30, 2025**, in the sum of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS, (\$750,000)** in such form as may be prescribed by **PRESTON COUNTY COMMISSION** and collaterally secured by the deposit of any bonds or securities of this bank acceptable to **PRESTON COUNTY COMMISSION** and of such aggregate amount or value as may be approved by **PRESTON COUNTY COMMISSION**. And the said Vice-President is hereby authorized to deliver to **PRESTON COUNTY COMMISSION** such collateral securities or, in lieu thereof, a receipt therefore from a banking institution agreeable to **PRESTON COUNTY COMMISSION**.

I, the undersigned, Secretary of the Board of Directors of WesBanco Bank, Inc., do hereby certify that the foregoing is a full, true and complete copy of a resolution duly adopted by the Board of Directors of said Bank, at a meeting held, after due notice, on the 28th day of **MARCH, 2024** at which meeting a quorum was present and acting throughout and I further certify that at the date hereof said resolution is in full force and effect.

Given under my hand and the seal of said bank, this 28th day of **MARCH, 2024**.




Secretary of the Board of Directors

KNOW ALL MEN BY THESE PRESENTS:

That WesBanco Bank, Inc. (hereinafter called the "Obligor"), is held and firmly bound unto in the sum of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)**, for the payment whereof, well and truly to be made, it binds itself, its successors and assigns, firmly by these presents.

This bond is executed by the "Obligor" in pursuance of a resolution authorizing its execution and authorizing the delivery of the collateral securities hereinafter described to **PRESTON COUNTY COMMISSION** in lieu thereof, a receipt for the hereinafter described securities from a banking institution agreeable to **PRESTON COUNTY COMMISSION**, adopted by the Board of Directors of the "Obligor" at a meeting held, after due notice, on the 28th day of **MARCH, 2024** and the said "Obligor" has delivered to the **PRESTON COUNTY COMMISSION**, the following collateral securities or in lieu thereof, a receipt therefor from a banking institution agreeable to **PRESTON COUNTY COMMISSION** for the payment of this bond, to wit:

See Attached "Appendix A"

Of market value estimated by the "Obligor" at which collateral securities and any substitutions therefor and any additions thereto, upon the non-performance of the conditions of this bond, **PRESTON COUNTY COMMISSION** or any authorized official or agent of **PRESTON COUNTY COMMISSION**, is hereby given full power and authority to sell, assign and deliver the whole or any part thereof at public or private sale, at the option of **PRESTON COUNTY COMMISSION** or any authorized advertisement or notice of any kind, which are hereby expressly waived. And at such sale, **PRESTON COUNTY COMMISSION** may purchase the whole or any part of said collateral securities so pledged, free from any right of redemption on the part of the "Obligor", which right is hereby waived and released. In case of sale, after delivery, the residue of the proceeds shall be applied to the payment of this bond and if there be then a residue left, it shall be turned over to the "Obligor".

THE CONDITION of the above obligation is such that whereas, the said "Obligor" has been designated by **PRESTON COUNTY COMMISSION** in the manner provided by law as a depository of moneys belonging to **PRESTON COUNTY COMMISSION** and the said "Obligor" has assented to such designation and has agreed to accept deposits of moneys belonging to **PRESTON COUNTY COMMISSION**.

NOW, THEREFORE, if said "Obligor" shall promptly pay, whenever lawfully required, any Authority money, or part thereof, heretofore deposited, or that may be hereafter deposited, with said "Obligor", then this obligation shall be void; otherwise, it shall remain in full force and effect.

This bond shall be effective as of **MAY 1, 2024** and shall expire on **APRIL 30, 2025**.

IN WITNESS WHEREOF, the said "Obligor" has caused this bond to be subscribed in its name and in its behalf by:

Heather Linda, Vice-President & Deposit Support Manager

And has caused its corporate seal to be hereunto affixed; all of which is done as of the 28th day of MARCH, 2024.



WESBANCO BANK, INC.

By: Heather Linda
Heather Linda
Vice-President & Deposit Support Manager

APPROVED BY THE PRESTON COUNTY
COMMISSION
THIS 18th DAY OF June, 2024.

Donald Smith
(Authorized Signer)
Donald Smith, President

APPLICATION FOR DESIGNATION AS DEPOSITORY

TO: **Preston County Commission**
Attn: Ms Linda Huggins
106 W Main Street Room 102
Kingwood, WV 26537

We, WesBanco Bank, Inc., hereby make application for designation as a depository for the public funds of your organization subject to your control which are to be awarded and deposited as active and/or inactive and/or interim deposits. The maximum amount this applicant wishes to receive and have on deposit at any one time during the period covered by this designation is a total of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)**.

This application will cover a period of **ONE** year(s) beginning **MAY 1, 2024**, and ending **April 30, 2025**.

Should the balance/balances of any/all of the accounts belonging to your corporation at any time exceed \$250,000, WesBanco Bank, Inc. shall immediately deposit as guarantee of payment of such funds, bonds or other securities having been approved by the laws of West Virginia, to the credit of the sufficient to cover said balance, WesBanco Bank, Inc. to comply with all requirements of WV Code 7-6-1.

This application is accompanied by a financial statement of the applicant under oath of its Vice President and Cashier in such detail as to show the capital funds of the applicant as of the date of its latest report to the superintendent of banks or comptroller of the currency, adjusted to show any changes therein made prior to the date of the application.

WESBANCO BANK, INC.

BY: Heather Linda
Heather Linda
Vice-President & Deposit Support Manager

PRESTON COUNTY COMMISSION

Donald Smith
BY: Donald Smith
President, Preston County Commission

DEPOSITORY AGREEMENT

This Agreement made and concluded at Wheeling, West Virginia, by and between **PRESTON COUNTY COMMISSION** hereinafter designated as party of the first part, and **WESBANCO BANK, INC.**, hereinafter designated as party of the second part.

WITNESSETH: That whereas on the 28th day of **MARCH, 2024**, the party of the second part made application to **WESBANCO** to become the depository for all active, inactive and interim deposits of the public monies of said party of the first part for a period of **ONE** years from and after that on **MARCH 28**, 2024 the said party of the first part accepted the said proposal, then it is mutually agreed by the parties to this agreement that the said party of the second part will become the depository for all active, inactive and interim deposits of public monies belonging to the party of the first part for a period of year(s), beginning **May 1, 2024** and ending **April 30, 2025**; that the party of the second part shall secure said deposits in accordance with the statutes of the State of West Virginia.

In Witness Whereof the parties hereto have hereunto set their hands this 28th day of **MARCH, 2024**.

WESBANCO BANK, INC.

BY: Heather Linda
Heather Linda
Vice-President & Deposit Support Manager

PRESTON COUNTY COMMISSION

Donald Smith
BY: Donald Smith, Commission President

Pledge Agreement Form

To: Federal Reserve Bank of Boston
600 Atlantic Avenue
Boston, MA 02210
Attn: Wholesale Operations/Joint Custody

Tel: 800-327-0147, Option #4
Fax: 877-973-8972
Date: 6-18-2024

We, the **Preston County Commission** agree to the terms of **Appendix C** of your **Operating Circular 7**, dated January 30, 2023, as it may be amended from time to time with respect to the account on your books designated **DAL2**. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

NO (Instructions required for each withdrawal) YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See **Operating Circular 7, Appendix C, Section 4.3.**)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

Three-party call-back Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: 304-329-1805
Fax: 304-329-3192

Commission
Print Name: Donald Smith Title: President
Signature: [Signature] Date: 6/18/2024

Telephone: 304-329-0070
Fax: 304-329-0198

Print Name: Linda Huggins Title: County Clerk
Signature: [Signature] Date: June 15, 2024

Telephone: 304-329-1161
Fax: 304-329-2764

Print Name: James Fields Title: Sheriff
Signature: [Signature] Date: 06/18/24

Pledgee Agreement
(page 2 of 2)

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

Preston County Commission

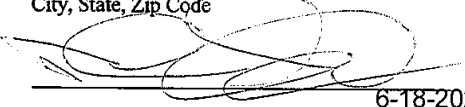
Name of governmental unit

106 W Main Street Room 102

Street Address or P.O Box Number

Kingwood WV 26537

City, State, Zip Code



Official Signature / **Date** 6-18-2024

Donald Smith, Preston Co. Commission President

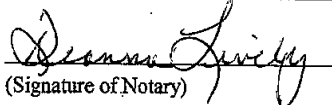
Printed Name and Title

Notary

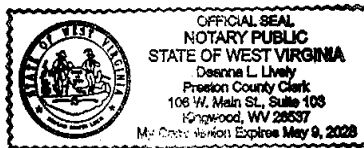
State of West Virginia

County of Preston

On this 18th day of June, 2024 before me personally appeared Donald Smith, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at 594 Pleasantdale Rd, in the City of Kingwood, in the State of West Virginia, that he/she is the President [Title] of President of the Preston County Commission and that he/she executed this document on behalf of Preston County Commission before me.


(Signature of Notary)

Deanna Lively
(Print name of Notary)



My commission expires on May 9, 2028 [Date]

PRESTON COUNTY
CLERK
LIVER LIVERY, DEANNA
RECEIVED 21645782
06/18/2024 @ 11:02:35 AM
OFFICIAL AND / OPEN BOOK
BOOK 9 @ PREC 009
PAGES 1000-1007

Grant Agreement with Department of Arts Culture and History Approval

Commissioner Thomas moved to approve the Grant Agreement with the Department of Arts Culture and History and authorize the President of the County Commission to sign. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

STATE OF WEST VIRGINIA
Agreement between the
Department of Arts, Culture and History
For and on behalf of Archives and History
For and on behalf of the Records Management and Preservation Board
and the Preston County Commission

This AGREEMENT is made and entered into this the 1st day of July 2024 by and between the State of West Virginia, the Department of Arts, Culture and History, and the Records Management and Preservation Board, hereinafter referred to as WVDACH, and the County Commission, hereinafter referred to as GRANTEE.

WHEREAS, the WVDACH is expressly authorized by Article 1, Chapter 29 of the *Code* of West Virginia, One Thousand Nine Hundred Thirty-One, as amended, on behalf of the Records Management and Preservation Board, in the exercise of its lawful duties, to administer state funds appropriated through the West Virginia Legislature from the public records and preservation revenue account to be granted by the Records Management and Preservation Board to county government entities participating in the County Records Management and Preservation Grant Program, Title 100 CSR1; and

WHEREAS, the GRANTEE submitted a request for funds to support a records project under the County Records Management and Preservation Grant Program, which the Records Management and Preservation Board approved on January 8, 2024 to provide the GRANTEE, as per Number 3 of this Agreement, and/or any provisos thereto stipulated by the Records Management and Preservation Board and agreed to by the GRANTEE.

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

1. The WVDACH and the GRANTEE agree to cooperate in the implementation of the records management and preservation project referenced above and in compliance with Records Management and Preservation Board rules, regulations and policies.
2. The term of this project shall be for fiscal year **July 1, 2024, through June 30, 2025**, or through completion of the project, whichever comes first.
3. The WVDACH agrees to grant to the GRANTEE the sum of \$12,929, and the county must provide a cash match of at least ten percent (10%) of all grant funds expended. The Records Management and Preservation Board award must be expended as follows:

County Clerk: \$10,000, to contract with Precision Services to digitize record books and upload to their indexing software. Books that will be digitized are grantor & grantee indexes; (50 books) will indexes; (1869-2000) and will books (1869-2000), 24 books.) **\$2,929**, to purchase shelving for a storage space the clerk has in a vault on the second floor of the courthouse annex. On the shelving, the clerk plans to store rarely used books from the record room; several boxes of invoices, check copies, and payroll information. To also purchase storage boxes and folders to aid in reboxing materials when moving them to the second floor of the vault.

4. The GRANTEE certifies that it has the required cash-matching capabilities as submitted in its referenced grant application.
5. The WVDACH only agrees to transfer funds to reimburse the grantee on a quarterly basis for eligible expenditures in the referenced grant as provided in the Grant Management Packet (Invoice and supporting documentation).
6. The GRANTEE agrees to comply with all applicable federal, state and county laws, rules, regulations and policies, including but not restricted to purchasing and competitive bidding rules and procedures for purchases of equipment, services, and hiring or employing staff or contract workers, promulgated thereunder.
7. The GRANTEE hereby represents that it possesses the legal authority to contract for this Agreement, as per copy of the resolution, motion or similar action which was clearly adopted by the County Commission; and further, that it has directed and authorized the official representative to act in connection with this Agreement.
8. The GRANTEE agrees to submit quarterly Project Status Reports, Project Financial Expenditure Status Reports, supporting documentation and forms. The Final Report is due within 90 days of completion of the grant project.
9. The GRANTEE agrees to provide Government Pricing for goods and services and to maintain accurate records in accordance with generally accepted accounting principles and procedures, and to comply with requirements of the Single Audit Act of 1984 and OMB Circular A-128, in connection with referenced grant.
10. The GRANTEE agrees to obtain prior approval from the director of Archives and History, as staff to the Records Management and Preservation Board, for any amendment to the scope of work, products, budget, or reporting requirements.
11. It is the understanding of all parties to this Agreement that the WVDACH, by joining in this Agreement, does not pledge, or promise to pledge, the assets of the State of West Virginia, and does not promise to pay any part of the contract sum provided in this agreement from the monies of the Treasury of the State of West Virginia, except such monies as shall be appropriated by the West Virginia Legislature.
12. The GRANTEE shall hold and save the WVDACH and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the GRANTEE.
13. This Agreement may be terminated with the consent of both parties or by either party because of non-performance by the other. Such termination must be in writing and GRANTEE

must submit a final report, on the form provided in the Grant Management Packet, documenting work performed and expenditures incurred during the term of the Agreement. GRANTEE must request grant extensions in writing to the Director on or before April 1st of the grant year. The request must demonstrate a good faith effort to conduct and make progress on the project for which the RMPB funds were made available; include a statement explaining and providing justification for failure to complete the project; and provide a written schedule and explanation for completion of the project within the period of time requested, this being no later than December 31 of the calendar year the grant was to have been completed. A county which receives a grant for the forthcoming fiscal year may not request an extension on the current fiscal year's grant.

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



President of the County Commission

6/18/2024
Date

Aaron Parson, Director, Archives and History

Date

10:00 a.m. Duane Hamilton, OEM/E911 – Employee Hire

Commissioner Thomas moved to approve the hire of Patricia Biggins as a Regular Part-time 911 Public Safety Dispatcher effective immediately at a pay rate of \$17/hr. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith 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

Asst. Director: Justin Wolfe

June 18, 2024

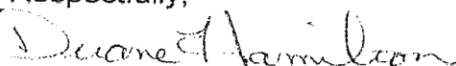
Preston County Commission
106 W. Main St., Suite 202
Kingwood, WV 26537

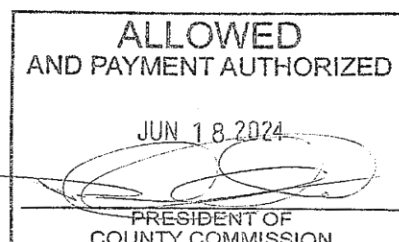
Re: New Hire

I am requesting approval to hire Patricia Biggins as a Regular Part-Time 911 Public-Safety Dispatcher for Preston County E-911, effective immediately.

Upon your approval, Ms. Biggins will start at \$17/hr., with benefits.

Respectfully,


Duane Hamilton



Approval of Minutes – June 4, 2024 and June 13, 2024 Special Session

Commissioner Thomas moved to approve the Minutes of June 4, 2024 and June 13, 2024 Special Session. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried.

Estate Settlements – June 3, 2024 thru June 4, 2024

Commissioner Thomas 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 06/03/2024 thru 06/04/2024 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, June 18, 2024.

ESTATE NUMBER: **4768**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: June 04, 2024
ESTATE NAME: **GEORGE F. ALBRIGHT**
EXECUTRIX: BRANDI L. NINE

ESTATE NUMBER: **4626**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: June 03, 2024
ESTATE NAME: **MARK ARMSTRONG**
EXECUTRIX: KIMBERLY HENDERSHOT WOLFE

ESTATE NUMBER: **4824**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: June 03, 2024
ESTATE NAME: **SHIRLEY CRAMER-LOSS**
CO EXECUTOR: JAY CARL CRAMER
CO EXECUTOR: CHARLES RANDALL CRAMER

Subscribed and sworn to before me on 06/12/2024.

Linda Higgins

Clerk of the Preston County Commission

By: *Ashley Cole*
Ashley Cole, Deputy Clerk

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

Proceedings in Vacation – May 30, 2024 through June 12, 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 30, 2024 thru June 12, 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 30, 2024, through Wednesday, June 12, 2024

The County Commission of Preston County this 18th day of June, 2024 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 30, 2024, the following matters were disposed of in the presence of the Clerk:

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **MELISSA J. PRITT** was appointed and qualified as ADMINISTRATRIX of the estate of **PAUL ALAN PRITT**, deceased. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **TINA RAGER** was appointed and qualified as ADMINISTRATRIX of the estate of **LINDA LOU RAGER**, deceased. Bond was 25,000.00.

On, Monday, June 3, 2024, the following matters were disposed of in the presence of the Clerk:

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

GLENN MILTON DUNN, who was named in the last will and testament of **DEBBIE DIAN DUNN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Tuesday, June 4, 2024, the following matters were disposed of in the presence of the Clerk:

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

More than 60 days since the date of death or the surviving spouse or heir, upon a motion, **WALTER R. MICHAEL** was appointed and qualified as SUCCESSOR of the Small Estate Intestate Affidavit filed for **ORVAL A. MICHAEL**, deceased. No bond was required.

On, Wednesday, June 5, 2024, the following matters were disposed of in the presence of the Clerk:

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

DENISE K. WOLFE, who was named in the last will and testament of **JAMES CHARLES BURBRIDGE**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.

STEPHEN J. BURBRIDGE, who was named in the last will and testament of **JAMES CHARLES BURBRIDGE**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

On, Thursday, June 6, 2024, the following matters were disposed of in the presence of the Clerk:

A duly Authenticated copy of the last will and testament of **CLYDE E. STONE SR.**, deceased, a late resident of Frederick Co, Maryland, was admitted to record. And a Ancillary Affidavit Testate was filed.

On, Friday, June 7, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **CHARLES D. TREMBLY AKA CHARLES DEE TREMBLY**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

BERTIE G. TREMBLY, who was named in the last will and testament of **CHARLES D. TREMBLY AKA CHARLES DEE TREMBLY**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Wednesday, June 12, 2024, the following matters were disposed of in the presence of the Clerk:

CYNTHIA D. MOTTA was re-appointed and qualified as ADMINISTRATRIX DBN of the estate of **THOMAS A. MOTTA**, deceased. No bond was required. Such estate was reopened as further estate administration was required.

Subscribed and sworn to before me on 06/12/2024.

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, Thomas and Smith voting yes. Motion carried.

Fiduciary Commissioner Report – None

Old Business- Consideration and/or action –

A. Rowlesburg Volunteer Ambulance Service

Commission Thomas explained Rowlesburg Volunteer Ambulance Service closed on May 21, 2024 and it was found that the 1993 ambulance was titled to the commission, and thought to be owned by the commission, but after some research and help from Kathy Sines, they now believe the ambulance was deeded to the county commission so the ambulance service wouldn't have to renew the registration each year. It was also found that half of the ambulance was paid by Rowlesburg Ambulance and the other was paid thru a state grant. Commissioner Thomas requested that the commission sign the title back to Rowlesburg Ambulance to do with it as they want.

Commissioner Thomas moved to transfer the title of the 1993 ambulance to Rowlesburg Volunteer Ambulance Service and authorize the President of the Preston County Commission to sign it. Commissioner Stone seconded the motion. Discussion was call for with Commissioner Stone encouraging the ambulance service to give or sell their supplies to agencies that are currently operating and infuse the money back into the communities that have supported them. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried.

Kathy Sines stated that Union has gotten some equipment and supplies and they are offering Tunnelton 1st Responders and Tunnelton Fire Department supplies as well. She said a fire department from the southern part of the state is interested in purchasing the 1993 4-wheel drive ambulance.

B. EMS Service Territory Map

Commissioner Smith suggested Justin Wolfe run the response time numbers to see who could cover the area, (stemming from the closure of the Rowlesburg Ambulance Service) in a timely manner. Duane Hamilton said that KAMP and Terra Alta have been answering the calls lately. Commissioner Stone said Union had expressed interest in being considered. Mr. Hamilton stated he thinks the territory should be answered by a service that is on-call 24/7.

A special session will be held to discuss the territory map further.

New Business – Consideration and/or action –

A. Employee Recognition

Mr. Tim Keaton, from FEMA West Virginia Emergency Management Division attended the meeting to recognize Duane Hamilton and Clark Nicklow, who received the 2024 Flood Plain Managers of the Year Award, for their exemplary work in floodplain management. The award was presented to them at this year's WV Floodplain Association Conference held recently in Logan County, WV.

Courthouse Reconfiguration Project Report

A. Update from Facilities Supervisor

Courthouse

- Working on ceiling track; 90% done.
- Working on getting the holes sealed up for the fire stop. Fire marshal in tomorrow morning for an inspection.
- Thursday electricians are coming in and back to drop the ceiling tiles in.
- The final coat of paint will go on Friday and/or Monday. The flooring will be next week and Phase I should be done by the end of next week.
- The demo for Phase II is scheduled for June 29th and 30th.
- Reclamation company coming in next week to check for any asbestos concerns.

Sheriff's Office

- No environmental test results back yet.

Assessor's Office

- Working on trying to borrow a CO2 monitor to check levels in the assessor's office.

County Administrator’s Report – Consideration and/or action

A. Employee Handbook discussion/approval

The commissioners discussed various sections of the handbook and discussed whether to include them or delete them. Pages of discussion were 14, 16, 19 (2.1), 20, 22, 23, 23 (3.2). A final review of the handbook will be presented at the next meeting for approval.

B. WV Corp FY24-25 Insurance Renewal

Tabled until additional information is gathered.

C. Budget Revisions - none

D. Miscellaneous Correspondence

Jay Shay, Prosecuting Attorney presented a request to hire Pam Baker as a Legal Assistant for the Prosecutor’s Office.

Commissioner Stone moved to authorize the hire of Pamela Baker as a Legal Assistant in the Prosecuting Attorney’s Office to begin July 1, 2024 at a salary of \$35,000. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

**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

June 18, 2024

Hon. Don Smith, President
Preston County Commission
106 W. Main St., Ste. 202
Kingwood, WV 26537

RE: Hiring of Pamela Baker

Dear President Smith:

Please accept this letter as formal notice that Pamela Baker was hired by my office to fill the position of Legal Assistant effective July 1, 2024 with the prior advice and consent of the County Commission per code with an annual salary of \$35,000.00.

Thank you for your attention to this matter.

Best regards,

A handwritten signature in black ink, appearing to read "James E. Shay, Jr.".

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

cc: Pamela Baker
Nate Raybeck, County Administrator
Payroll Office

Personnel Matters – Consideration and/or action

A. Executive Session

Legal Matters - Consideration and/or action

A. Executive Session

Information

Commissioners Comments

Commissioner Thomas expressed the need for the commission to begin the conversation of starting the process of charting a county run EMS Agency as a backup in the case another ambulance service closes its doors. He said it was not to pull away any service territory or calls from our current providers right now but his concern is you never know when something might happen and if one of the remaining agencies left, the county would not be providing their constitutional duty in providing the people of the county good EMS Service.

There was a lot of discussion regarding this matter. No decisions were made but dates will be looked at to hold a Special Session in the near future.

At 10:53 a.m., there being no further business to come before the Commission, President Smith declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

---oOo---

06/18/2024

