

A G E N D A
PRESTON COUNTY COMMISSION
APRIL 23, 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 – Fleming, Anthony & Jamie – Real Estate

Apportionments – None

Recognition of Scheduled Appointments -

9:31 a.m. David Hartley, 4-H and Families Health, Extension Agent – Budget Revisions

Approval of Minutes – April 9, 2024

Estate Settlements List – None

Proceedings in Vacation/Clerk's Fiduciary Report – April 11, 2024 through April 17, 2024

Fiduciary Commissioner Report – **2024 First Quarter Estate Status Report** – dated April 11, 2024, filed by Woodrow E. Turner, Fiduciary Commissioner.

Old Business – Consideration and/or action

- A. Update from Sheriff's Office on Financial Statements
- B. County Property Proposal
- C. KAMP Ambulance Funding Request
- D. Opioid Settlement Advisory Board

New Business – Consideration and/or action

- A. Courthouse Reconfiguration Bid Award
- B. Brinks/Monitronics Inspection/Monitoring Contract

OEM Central Garage Report – Consideration and/or action -

County Administrator's Report – Consideration and/or action

- A. Technology Purchase Update
- B. Courthouse Reconfiguration Project Funding
- C. Budget Revisions
 - i. Insurance Settlement Distribution
 - ii. PCC Courthouse Reconfiguration Project
- D. Facilities Update
 - i. Sheriff's Office
 - ii. Animal Shelter
- E. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

- A. Executive Session

Legal Matters- Consideration and/or action

Information

- A. Miscellaneous Correspondence

Commissioners' Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:30 a.m., April 23, 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: Hunter Thomas, Samantha Stone and Don Smith.

Recognition of Public

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

The following persons registered their attendance during the meeting:

Nichole Larew	Deanna Lively
Jacob Martin-WV News	Duane Hamilton
David Hartley	Melissa Hardy
Shawna Knotts	Pam Thomas
Roy Watkins	Jennifer Graham-DP

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 04/23/2024	COUNTY OF PRESTON	PAGE 1
REPORT DATE 04/23/2024	TRANSACTION EDIT LIST	TIME 7:24:05
FILES ID W	BATCH NUMBER 0662	USER WVPRRMAR

TYPE	TRANS-NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE DISCDATE	CHECK CHK-DATE	SELECT	POSTDATE	
	VENDOR NAME	ACCOUNT NAME	PAYEE VENDOR NO	PAYEE VENDOR NAME				
VC	20240662-001		4929	00141222200		04/09/2024	AG01	100.00
N	NA	.00	WV NEWS	.00 RENEWAL-ACCT #116275	04/23/2024 04/09/2024		P	04/2024
				CO AGENT DUES & SUBSCRIPT	4929	WV NEWS		
VC	20240662-002		4896	00170021600		04/10/2024	AG01	756.50
N	NA	.00	LEAF	.00 COPIERS	04/23/2024 04/10/2024		P	04/2024
				LAW ENFORCE M&R EQUIP	4896	LEAF		
VC	20240662-003		5648	00170034400		04/13/2024	AG01	65.53
N	NA	.00	CRYSTAL SPRINGS	.00 WATER	04/23/2024 04/13/2024		P	04/2024
				LAW ENFORCE FOOD/DRUGS	5648	CRYSTAL SPRINGS		
VC	20240662-004		5648	00140234100		04/13/2024	AG01	74.02
N	NA	.00	CRYSTAL SPRINGS	.00 WATER	04/23/2024 04/13/2024		P	04/2024
				CO CLERK MAT & SUPPLIES	5648	CRYSTAL SPRINGS		
VC	20240662-005		0280	00771222300		04/16/2024	AE07	66.02
N	NA	.00	CINTAS CORPORATION	.00 INV #4189702022	04/23/2024 04/16/2024		P	04/2024
				E911 PROFESSIONAL SERVICE	0280	CINTAS CORPORATION		
VC	20240662-006		0056	00771221600		04/10/2024	AE07	1934.50
N	NA	.00	CASTO TECHNICAL SERVICES	.00 CONTRACT	04/23/2024 04/10/2024		P	04/2024
				E911 M&R EQUIPMENT	0056	CASTO TECHNICAL SERVICES		
VC	20240662-007		0504	00141221800		04/16/2024	AG01	696.00
N	NA	.00	KINGWOOD POSTMASTER	.00 STAMPS	04/23/2024 04/16/2024		P	04/2024
				CO AGENT POSTAGE	0504	KINGWOOD POSTMASTER		
VC	20240662-008		0494	04244356800		04/23/2024	EM042	23910.70
N	NA	.00	TERRA ALTA COMM AMBULANCE	.00 CONTRIBUTION	04/23/2024 04/23/2024		P	04/2024
				EMS SALARY ENH GRANT	0494	TERRA ALTA COMM AMBULANCE		
VC	20240662-009		0493	04244356800		04/23/2024	EM042	1632.56
N	NA	.00	UNION AMBULANCE SERVICE	.00 CONTRIBUTION	04/23/2024 04/23/2024		P	04/2024
				EMS SALARY ENH GRANT	0493	UNION AMBULANCE SERVICE		
VC	20240662-010		1996	00191156800		04/23/2024	AG01	5038.73
N	NA	.00	GREATER MORGANTOWN CONV	.00 MAR 2024 HOTEL MOTEL TAX	04/23/2024 04/23/2024		P	04/2024
				CONV & VISITORS BUREAU	1996	GREATER MORGANTOWN CONV		
VC	20240662-011		4271	00190056700		04/23/2024	AG01	3325.56
N	NA	.00	PRESTON CO PARKS AND	.00 MAR 2024 HOTEL MOTEL TAX	04/23/2024 04/23/2024		P	04/2024
				PARKS & REC CONTRIBUTION	4271	PRESTON CO PARKS AND		
VC	20240662-012		4238	00140623000		03/29/2024	AG01	4200.00
N	NA	.00	ATLAS GEOGRAPHIC DATA INC	.00 APR 24-MAR 25	04/23/2024 03/29/2024		P	04/2024
				ASSESSOR CONTRACTED SERV	4238	ATLAS GEOGRAPHIC DATA INC		

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	POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO		PAYEE VENDOR NAME	SELECT	
VC	20240662-013		4236	00140523000		315991	04/16/2024	AG01	106.70
N	NA	HART OFFICE SOLUTIONS		.00 PRINTS	04/23/2024	04/16/2024		P	04/2024
				.00 PROS ATTY CONTRACTED SERV	4236		HART OFFICE SOLUTIONS		
VC	20240662-014		2801	00140345900			04/15/2024	AG01	222.06
N	NA	PITNEY BOWES		.00 LEASE PAYMENTS	04/23/2024	04/15/2024		P	04/2024
				.00 CIR CLERK CAP OUTLAY-EQUI	2801		PITNEY BOWES		
VC	20240662-015		0223	00140121302			04/17/2024	AG01	1275.29
N	NA	MON POWER		.00 ACCT #110 088 637 100	04/23/2024	04/17/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		
VC	20240662-016		0223	00140121302			04/17/2024	AG01	134.01
N	NA	MON POWER		.00 ACCT #110 162 822 297	04/23/2024	04/17/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		
VC	20240662-017		0223	00140121302			04/17/2024	AG01	371.66
N	NA	MON POWER		.00 ACCT #110 086 597 272	04/23/2024	04/17/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		
VC	20240662-018		0223	00140121302			04/17/2024	AG01	103.86
N	NA	MON POWER		.00 ACCT #110 080 533 703	04/23/2024	04/17/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		
VC	20240662-019		0223	00140121302			04/17/2024	AG01	38.22
N	NA	MON POWER		.00 ACCT #110 080 534 768	04/23/2024	04/17/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		
VC	20240662-020		0223	00140121302			04/17/2024	AG01	107.32
N	NA	MON POWER		.00 ACCT #110 080 536 664	04/23/2024	04/17/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		
VC	20240662-021		0056	00771245900		274667	04/12/2024	AE07	1585.00
N	NA	CASSTO TECHNICAL SERVICES		.00 IDF-2'S	04/23/2024	04/12/2024		P	04/2024
				.00 E911 CAP OUTLAY-EQUIP	0056		CASSTO TECHNICAL SERVICES		
VC	20240662-022		5737	07273136100		1341064	04/09/2024	BC72	3300.00
N	NA	MICRO DISTRIBUTING II		.00 TESTING	04/23/2024	04/09/2024		P	04/2024
				.00 COMM CORR DRUG TEST	5737		MICRO DISTRIBUTING II		
VC	20240662-023		5941	07273136100			02/29/2024	BC72	1162.50
N	NA	Q LABS INC		.00 TESTING	04/23/2024	02/29/2024		P	04/2024
				.00 COMM CORR DRUG TEST	5941		Q LABS INC		
VC	20240662-024		5580	07273121900		5683936	04/12/2024	BC72	117.43
N	NA	XEROX FINANCIAL		.00 COPIER	04/23/2024	04/12/2024		P	04/2024
				.00 COMM CORR-RENT	5580		XEROX FINANCIAL		

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	POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO		PAYEE VENDOR NAME	SELECT	
VC	20240662-025		5737	07273136100		1341662	04/17/2024	BC72	851.24
N	NA	MICRO DISTRIBUTING II		.00 TESTING	04/23/2024	04/17/2024		P	04/2024
				.00 COMM CORR DRUG TEST	5737		MICRO DISTRIBUTING II		
VC	20240662-026		4021	00173134121		2285972	04/10/2024	AG01	17.00
N	NA	AQUA FILTER FRESH INC		.00 ACCT #003921	04/23/2024	04/10/2024		P	04/2024
				.00 COMM CORR SUPPLIES-GRANT	4021		AQUA FILTER FRESH INC		
VC	20240662-027		0280	00142034100			04/16/2024	AG01	364.93
N	NA	CINTAS CORPORATION		.00 INV #4189701900	04/23/2024	04/16/2024		P	04/2024
				.00 CUSTODIAL MAT/SUPPLIES	0280		CINTAS CORPORATION		
VC	20240662-028		0280	00142022500			04/16/2024	AG01	217.68
N	NA	CINTAS CORPORATION		.00 INV #4189701900	04/23/2024	04/16/2024		P	04/2024
				.00 CUSTODIAL LAUN/DRY CLEAN	0280		CINTAS CORPORATION		
VC	20240662-029		0280	00142022500			04/16/2024	AG01	12.08
N	NA	CINTAS CORPORATION		.00 INV #4189701900	04/23/2024	04/16/2024		P	04/2024
				.00 CUSTODIAL LAUN/DRY CLEAN	0280		CINTAS CORPORATION		
VC	20240662-030		5986	00181334100			04/05/2024	AG01	38.24
N	NA	AT&T MOBILITY		.00 ACCT #287323242654	04/23/2024	04/05/2024		P	04/2024
				.00 LITTER CONTROL MAT/SUPPLY	5986		AT&T MOBILITY		
VC	20240662-031		3494	00170021103			04/01/2024	AG01	88.14
N	NA	AT&T MOBILITY		.00 ACCT #287306405281	04/23/2024	04/01/2024		P	04/2024
				.00 SHERIFF-TELEPHONE-AT&T	3494		AT&T MOBILITY		
VC	20240662-032		5985	00170021103			04/05/2024	AG01	2490.40
N	NA	AT&T MOBILITY		.00 ACCT #287305512314	04/23/2024	04/05/2024		P	04/2024
				.00 SHERIFF-TELEPHONE-AT&T	5985		AT&T MOBILITY		
VC	20240662-033		1301	00171721900			04/08/2024	AG01	2247.31
N	NA	CLEAR MOUNTAIN BANK		.00 LOAN #910006700	04/23/2024	04/08/2024		P	04/2024
				.00 EQUIPMENT-LEASE	1301		CLEAR MOUNTAIN BANK		
VC	20240662-034		5648	00140434100			04/13/2024	AG01	101.21
N	NA	CRYSTAL SPRINGS		.00 WATER	04/23/2024	04/13/2024		P	04/2024
				.00 TAX DEPART MAT/SUPPLIES	5648		CRYSTAL SPRINGS		
VC	20240662-035		4236	00140421200		316146	04/17/2024	AG01	81.28
N	NA	HART OFFICE SOLUTIONS		.00 PRINTS	04/23/2024	04/17/2024		P	04/2024
				.00 TAX OFFICE-PRINTING	4236		HART OFFICE SOLUTIONS		
VC	20240662-036		2425	20744256816			04/23/2024	AR207	119500.00
N	NA	TOWN OF TERRA ALTA		.00 WATER TOWER PROJECT	04/23/2024	04/23/2024		P	04/2024
				.00 ARPA-TOWN OF TERRA ALTA	2425		TOWN OF TERRA ALTA		

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	POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO		PAYEE VENDOR NAME	SELECT	
VC	20240662-037		5867	00142023000		3121322	04/04/2024	AG01	324.00
N	NA	MONITRONICS		.00 SERVICE/SHER OFFICE	04/23/2024	04/04/2024		P	04/2024
				.00 CUSTODIAL CONT SERVICES	5867		MONITRONICS		
VC	20240662-038		5192	00140122300			04/01/2024	AG01	1375.50
N	10	EVERHART BROWN & DEVALL		.00 BRETZ SCHOOL RESEARCH	04/23/2024	04/01/2024		P	04/2024
				.00 CO COMM PROFESS. SERVICES	5192		EVERHART BROWN & DEVALL		
VC	20240662-039		0223	00140121302			04/22/2024	AG01	18.19
N	NA	MON POWER		.00 ACCT #110 083 937 554	04/23/2024	04/22/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		
VC	20240662-040		0223	00140121302			04/17/2024	AG01	847.08
N	NA	MON POWER		.00 ACCT #110 088 634 438	04/23/2024	04/17/2024		P	04/2024
				.00 UTILITIES MON POWER	0223		MON POWER		

TOTAL TRANSACTION AMOUNT 178898.45

WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00190056700
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00191156800
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 04244356800
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 07273121900
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 07273136100
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 20744256816

List of invoices approved for payment
 this 23 day of April 2024
 Int. *Sh*

Assessor's Office – Consideration and/or action

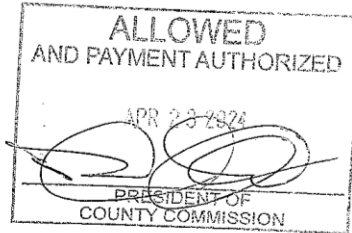
Tax Correction List – Fleming, Anthony & Jamie – Real Estate

Commissioner Stone moved to approve the Tax Correction List dated April 23, 2024 as presented by Assessor Connie Ervin in the amount of \$121.50. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

TAX CORRECTION LIST

April 23, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT #	AMOUNT	YR	APPR	DENI
09	FLEMING ANTHONY & JAMIE	Real Estate	Does not own Jayco - unknown owner parked on lot	25861	09077946	\$ 121.50	2023		



Connie R. Ervin

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

Jay Shay

 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

TOTAL: \$ 121.50

Apportionments –None

Recognition of Scheduled Appointments –

9:31 a.m. David Hartley, 4-H and Families Health, Extension Agent – Budget Revisions

David Hartley presented budget revisions needed for the Preston County Extension Office. This budget revision will be considered after other budget revisions are presented. (See budget revisions under County Administrators Report below.)

Approval of Minutes – April 9, 2024

Commissioner Thomas moved to approve the Minutes of April 9, 2024. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried.

Estate Settlements – None

Proceedings in Vacation – April 11, 2024 through April 17, 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 April 11, 2024 thru April 17, 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, April 11, 2024, through Wednesday, April 17, 2024

The County Commission of Preston County this 23rd day of April, 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, April 11, 2024, the following matters were disposed of in the presence of the Clerk:

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

MARK DUNAWAY, who was named in the last will and testament of **HARLAND ELLSWORTH DUNAWAY**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

ROBERT E. ROHR, was named as SUCCESSOR thereof, qualified as such. No bond was required.

On, Friday, April 12, 2024, the following matters were disposed of in the presence of the Clerk:

More than 60 days since the date of death or the surviving spouse or heir, upon a motion, **VELMA M. CROSS** was appointed and qualified as SUCCESSOR of the Small Estate Intestate Affidavit **DONALD R. CROSS SR.**, deceased. No bond was required.

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

JANICE CHRISTINA KNOTTS, who was named in the last will and testament of **NEIL R. KISAMORE**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Monday, April 15, 2024, the following matters were disposed of in the presence of the Clerk:

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

ANITA K. CRAIG, was named as SUCCESSOR thereof, qualified as such. No bond was required.

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

BARBARA THORN, who was named in the last will and testament of **GEORGE R. TEETS**, deceased, as EXECUTRIX thereof, qualified as such. Bond was 20,000.00.

On, Tuesday, April 16, 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, **CHRISTINA SNYDER** was appointed and qualified as ADMINISTRATRIX of the estate of **ZACHARY BRYAN SAVAGE**, deceased. Bond was 1,000.00.

Subscribed and sworn to before me on 04/17/2024.

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 – 2024 First Quarter Estate Status Report – dated April 11, 2024 filed by Woodrow E. Turner, Fiduciary

MOTION TO ACCEPT AND RECORD FIDUCIARY COMMISSIONER REPORT – April 23, 2024

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

It was moved by Commissioner Thomas that the following Fiduciary Commissioner Report be Accepted.

2024 First Quarter Estate Status Report - dated April 11, 2024, filed by Woodrow E. Turner, Fiduciary Commissioner.

Said motion was seconded by Commissioner Stone.

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

Old Business- Consideration and/or action –

A. Update from Sheriff's Office on Financial Statements

Melissa Hardy updated the commission on financial statements from the Sheriff's Office and noted she is currently working on tax clearing and is missing \$1.00 in DMV; July looks good; August is out of balance \$500; September is out \$10,000. Dan will be coming on Thursday and they will be working on tax clearing.

There was discussion regarding financial statements from October 2022 thru June 2023. Melissa started from the settlement and moved forward and the statements in question are from when she wasn't working in the tax office. She discussed how her and the accountant started from scratch and balanced to the bank and arrived at numbers for a starting point to move forward. She said it would be hard for her to produce financial statements from the prior information but the CPA went thru every single account and came up with the settlement and she started forward from there.

There was also the question of if the sheriff can sign off on the 2022-2023 final settlement yearend settlement. It was Ms. Hardy's understanding that the CPA included an introductory page indicating that there was no need for him to sign because they had done it, but state code says that it needs to be signed off by the elected official, which is the Sheriff.

The commission asked for the signed settlement and for her to come back with an update when all was completed.

B. County Property Proposal

Commissioner Stone will be meeting with the fire board on Thursday to discuss a proposed plan. 1.) To retain the property and build the facility on it or 2.) Deed the property to the fire association

She is looking at resources in other areas that have burn facilities to determine how they do business. More information later.

C. KAMP Ambulance Funding Request

Commissioner Stone moved to make a contribution to KAMP South for the sole purpose of reimbursing KAMP for the expenditure that they had on the HVAC for the South Station. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried.

D. Opioid Settlement Advisory Board

The commission received a few recommendations for the Opioid Settlement Advisory Board from: Health Department – Dr. Fred Conley; Probation Office – Crystal Thomas and Community Corrections – Kasey Foy.

It was discussed to send out notices to various boards, for their recommendations, with a response deadline of May 3, 2024 for approval at a future meeting.

Several people have expressed interest in the at large positions from the public.

New Business – Consideration and/or action -

A. Courthouse Reconfiguration Bid Award

Commissioner Stone moved to approve the bid and award it to Jarrett Construction Services for the Courthouse Reconfiguration Project in the total amount of \$565,233. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

Mr. Raybeck noted the start date will be May 13, 2024 and run through October 13, 2024. Meetings will begin next with all interested parties to let them know about things moving forward. He said all contracts and bills will be sent to the Mills Group to be reviewed.



MEMORANDUM Preston County Commission

Date: April 23, 2024
To: Preston County Commission
From: Nate Raybeck, Administration
Subject: Funding Plan – PCC Courthouse Reconfiguration Project

The accepted offer for the Preston County Courthouse Reconfiguration Project from Jarrett Construction Services, Inc. is for a total of \$564,233. This includes the base bid of \$560,565 and the add alternate for replacing 33 lighting fixtures on the 2nd floor of the courthouse outside of the contract area at a cost of \$3,668.

Upon recommendation from the Mills Group, an estimate of 15% of the total price – \$84,634 – is to be held in reserve for change orders, bringing the total estimated cost for this project to \$648,857.

The funding plan for this roughly \$650,000 project will be as follows

- \$100,000 will come in the form of the \$100,000 reimbursement from the 2024 WVCFA grant we were awarded in January.

- All remaining uncommitted ARPA funds: 204-442-457. This will commit all remaining ARPA funds ahead of the December 31, 2024 deadline. (Approximately \$400,000)

- Any remaining funds needed will be taken from Coal Severance: 002-986-457. We will budget this accordingly when we do our Coal Severance carryover budget revision. (Approximately \$150,000)

Thanks,

Nathan Raybeck
Preston County Administrator

B. Brinks/Monitronics Inspection/Monitoring Contract

It was discussed during budget meetings to consider moving all of the alarm monitoring and inspection services to one company. Mr. Raybeck presented contracts from Brinks/Monitronics for alarm monitoring and fire inspection for the courthouse and annex and a revised contract to add fire inspection to the Sheriff's Office.

The first contract is for Brinks to do fire inspections and basic monitoring for the courthouse at \$152.00 per month.

Commissioner Stone moved to authorize Brinks to do the services stated in the contract listed below for the Preston County Courthouse in the amount of \$152.00 per month and authorize the President to sign the contract. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

SYSTEM MODIFICATION AUTHORIZATION

BH Security, LLC (f/k/a Monitronics International, Inc.) (the "Company"), 1661 Old Philadelphia Pike, Suite A Lancaster, PA 17602. Call 877-877-0345.

DATE 3/15/2024 CUSTOMER # 83360 CONTRACT # 30237 JOB/Work Order # _____

SITE NAME: Preston County Courthouse
 SITE ADDRESS: 101 W Main St Kingwood, WV 26537
 BILLING NAME: Preston County Commission
 BILLING ADDRESS: 106 W Main St Ste 202 Kingwood, WV 26537

You are hereby authorized to perform the following specifically described system modification:

- Sale Install Lease Equipment Sale Only Repair Service T & M (indicate plan type)
- Inspection Service _____

Estimated Installation Start Date 3/15/2024 Estimated Installation Completion Date 4/5/2024

ADDITIONAL CHARGE FOR ABOVE MODIFICATION: \$ 0.00 plus applicable sales tax. Customer P.O.# _____

Installation Fee: (a) \$ 0.00 Upon Signing this Agreement Deposit Amount: \$ 0.00
 (b) \$ 152.00 Additional Per Month for the service(s) listed below;

The Customer agrees to pay the Company the above charges. This System Modification Authorization modifies the original agreement between the Company and the Customer (the "Agreement"). All of the terms and conditions of the Agreement remain in full force and effect, except to the extent specifically modified by this System Modification Authorization.

Customer-Provided Equipment. In order to provide installation or repair service, Company may require the use of certain tools or equipment (such as lifts, tow motors, bucket trucks, scaffolding, etc.). It is Company's standard practice to secure the tools and equipment required to complete each installation or repair service, which may include renting tools or equipment, to the extent necessary. Customer is responsible for all costs associated with procuring and renting such equipment as set forth in a Statement of Work. Customer may request that Company use any tool or equipment of Customer ("Customer-Provided Equipment"), however, Company is in no way obligated to use any Customer-Provided Equipment. In the event Company agrees to use any Customer-Provided Equipment, Customer shall be solely responsible for providing the Customer-Provided Equipment as agreed between Customer and Company. Customer represents and warrants that any Customer-Provided Equipment is in good working order, up to date on all required maintenance, can be safely operated, and is current on any and all required inspections. Customer further represents the Customer-Provided Equipment will be made available to Company, without restriction, at the time and place as agreed between Customer and Company. Company has no responsibility for the condition or repair of any Customer-Provided Equipment and is not responsible or liable for any loss, impairment, or condition of the Customer-Provided Equipment. Should Company determine, in its sole and exclusive discretion, that any Customer-Provided Equipment is unsafe, unavailable, or otherwise not appropriate for or able to fulfill the necessary function, Company may immediately halt the installation or repair service and require Customer to reschedule to a later date. In addition to all fees and charges associated with the originally-scheduled appointment, Customer will be responsible for any additional fees or charges incurred as a result of rescheduling.

CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, ITS REPRESENTATIVES, EMPLOYEES, CONTRACTORS, AND AFFILIATES FROM ANY AGAINST ANY AND ALL CLAIMS, ACTIONS PROCEEDINGS, LOSSES, PENALTIES, DAMAGES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH COMPANY'S USE OF ANY CUSTOMER-PROVIDED EQUIPMENT. The foregoing indemnification is in addition to and shall not limit any other indemnification set forth in the Agreement.

CUSTOMER UNDERSTANDS THAT COMPANY SHALL PERFORM THE WORK AND/OR SERVICES IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY CUSTOMER AS OUTLINED HEREIN. IT IS CUSTOMER'S RESPONSIBILITY TO PROMPTLY NOTIFY COMPANY OF ANY CHANGES OR UPDATES IN THE INSTRUCTIONS CONTAINED HEREIN, INCLUDING ANY CONDITION, INFORMATION, OR OTHER CHANGE TO CUSTOMER'S SYSTEM, SITE, OR CIRCUMSTANCE WHICH MAY HAVE AN EFFECT ON COMPANY'S PERFORMANCE OF THE MONITORING SERVICES. ANY CHANGES OR UPDATES SHALL BECOME EFFECTIVE ONLY WHEN REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Date 4-29-24 Customer's Signature _____

Sales Representative: Frank Danko Date 3/15/2024

Authorized Company Representative: _____

BH Security, LLC, P.O. Box 814530, Dallas, TX 75381; License information available at <https://brinkshome.com/about-us/licensing> or by calling 800.628.6093. AL: 009. Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AR: CMPY-0002746 Regulated by: Dept. of Arkansas State Police, 1 State Police Plaza Dr., Little Rock, AR 72209, 501-618-8900; CA: ACO7789 Alarm Company Operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT: HIC.0670644; DE: FAL-0372 / CSRSL-0068; FL: EG13000628; GA: LVA206124, LVU406647; IA: AS-3419, AS-3420, C122255; IL: 127.000918; MD: 22PLU-SS15250; MI: 3601301095, 8002000134; NC: Licensed by the Alarm Systems Licensing Board of the State of North Carolina, 3101 Industrial Drive Suite 104 Raleigh, North Carolina 27609, BPN 008691P1M, SP,FA/LV.36167; NJ: 124 Halsey Street Newark, New Jersey 07102, Burg & Fire Business license 348F0065700; NY: 12000330683 Licensed by NYS Dept. of State; OR: 7055; PA: Pennsylvania Home Improvement Contractor Registration Number: PA133664; RI: 2311; SC: BAC.13690, FAC.13659; TN: 448; TX: ACR-1937157, B07727, TX Dept of Public Safety Regulatory Services Division 5806 Guadalupe Street Austin TX 78752; UT: 297872-6501; VA: 11-15156, 2705179325 Class A Contractor Classification ESC and FAS; WA: BRINKHS823LL, BRINKHS820K5; WV: WV060670 pg. 1

The second contract is for Brinks to do fire inspections and wet/dry sprinkler inspection at the Sheriff's Office at the cost of \$515.00 a month.

Commissioner Thomas moved to approve the contract with Monitronics for the services of fire inspection and wet/dry sprinkler inspection for the Preston County Sheriff's Office at a cost of \$515.00 per month and authorize the President 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.)

SYSTEM MODIFICATION AUTHORIZATION

BH Security, LLC (f/k/a Monitronics International, Inc.) (the "Company"), 1661 Old Philadelphia Pike, Suite A Lancaster, PA 17602. Call 877-877-0345.

DATE 3/15/2024 CUSTOMER # 83360 CONTRACT # 30250 JOB/Work Order # _____

SITE NAME: Preston County Sheriff Department

SITE ADDRESS: 103 W Main St Kingwood, WV 26537

BILLING NAME: Preston County Commission

BILLING ADDRESS: 106 W Main St Ste 202 Kingwood, WV 26537

You are hereby authorized to perform the following specifically described system modification:

Sale Install Lease Equipment Sale Only Repair Service T & M (indicate plan type)

Inspection Service Inspection Service

Estimated Installation Start Date 3/15/2024 Estimated Installation Completion Date 4/5/2024

ADDITIONAL CHARGE FOR ABOVE MODIFICATION: \$ 0.00 plus applicable sales tax. Customer P.O.# _____

Installation Fee: (a) \$ 0.00 Upon Signing this Agreement Deposit Amount: \$ 0.00

(b) \$ 515.00 Additional Per Month for the service(s) listed below;

The Customer agrees to pay the Company the above charges. This System Modification Authorization modifies the original agreement between the Company and the Customer (the "Agreement"). All of the terms and conditions of the Agreement remain in full force and effect, except to the extent specifically modified by this System Modification Authorization.

Customer-Provided Equipment. In order to provide installation or repair service, Company may require the use of certain tools or equipment (such as lifts, tow motors, bucket trucks, scaffolding, etc.). It is Company's standard practice to secure the tools and equipment required to complete each installation or repair service, which may include renting tools or equipment, to the extent necessary. Customer is responsible for all costs associated with procuring and renting such equipment as set forth in a Statement of Work. Customer may request that Company use any tool or equipment of Customer ("Customer-Provided Equipment"), however, Company is in no way obligated to use any Customer-Provided Equipment. In the event Company agrees to use any Customer-Provided Equipment, Customer shall be solely responsible for providing the Customer-Provided Equipment as agreed between Customer and Company. Customer represents and warrants that any Customer-Provided Equipment is in good working order, up to date on all required maintenance, can be safely operated, and is current on any and all required inspections. Customer further represents the Customer-Provided Equipment will be made available to Company, without restriction, at the time and place as agreed between Customer and Company. Company has no responsibility for the condition or repair of any Customer-Provided Equipment and is not responsible or liable for any loss, impairment, or condition of the Customer-Provided Equipment. Should Company determine, in its sole and exclusive discretion, that any Customer-Provided Equipment is unsafe, unavailable, or otherwise not appropriate for or able to fulfill the necessary function, Company may immediately halt the installation or repair service and require Customer to reschedule to a later date. In addition to all fees and charges associated with the originally-scheduled appointment, Customer will be responsible for any additional fees or charges incurred as a result of rescheduling.

CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, ITS REPRESENTATIVES, EMPLOYEES, CONTRACTORS, AND AFFILIATES FROM ANY AGAINST ANY AND ALL CLAIMS, ACTIONS PROCEEDINGS, LOSSES, PENALTIES, DAMAGES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH COMPANY'S USE OF ANY CUSTOMER-PROVIDED EQUIPMENT. The foregoing indemnification is in addition to and shall not limit any other indemnification set forth in the Agreement.

CUSTOMER UNDERSTANDS THAT COMPANY SHALL PERFORM THE WORK AND/OR SERVICES IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY CUSTOMER AS OUTLINED HEREIN. IT IS CUSTOMER'S RESPONSIBILITY TO PROMPTLY NOTIFY COMPANY OF ANY CHANGES OR UPDATES IN THE INSTRUCTIONS CONTAINED HEREIN, INCLUDING ANY CONDITION, INFORMATION, OR OTHER CHANGE TO CUSTOMER'S SYSTEM, SITE, OR CIRCUMSTANCE WHICH MAY HAVE AN EFFECT ON COMPANY'S PERFORMANCE OF THE MONITORING SERVICES. ANY CHANGES OR UPDATES SHALL BECOME EFFECTIVE ONLY WHEN REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Date 4-23-24 Customer's Signature _____

Sales Representative: Frank Danko Date 3/15/2024

Authorized Company Representative: _____

BH Security, LLC, P.O. Box 814530, Dallas, TX 75381; License information available at <https://brinkshome.com/about-us/licensing> or by calling 800.628.6093. AL: 009, Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388. AR: CMPY-0002746 Regulated by: Dept. of Arkansas State Police, 1 State Police Plaza Dr., Little Rock, AR: 72209, 501-618-8600. CA: ACO7788 Alarm Company Operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. CT: HIC.0670644; DE: FAL-0372 / CSRSL-0068; FL: EG13000628; GA: LVA206124, LVU406647; IA: AS-3419, AS-3420, C122255; IL: 127.000918; MD: 22PLU-SS15250; MI: 3601301095, 8002000134; NC: Licensed by the Alarm Systems Licensing Board of the State of North Carolina, 3101 Industrial Drive Suite 104 Raleigh, North Carolina 27609, BPN 008691P1M, SP.FA/LV.36167; NJ: 124 Halsey Street Newark, New Jersey 07102, Burg & Fire Business license 34BF0065700; NY: 12000330683 Licensed by NYS Dept. of State; OR: 7055; PA: Pennsylvania Home Improvement Contractor Registration Number: PA133664; RI: 2311; SC: BAC.13690, FAC.13659; TN: 448; TX: ACR-1937157, B07727, TX Dept of Public Safety Regulatory Services Division 5806 Guadalupe Street Austin, TX 78752; UT: 297872-6501; VA: 11-15156, 2705179325 Class A Contractor Classification ESC and FAS; WA: BRINKHS823LL, BRINKHS820K5; WV: WV060670, pg. 1

The final request is for Brinks to do the fire inspections and monitoring for the Courthouse Annex with an installation fee of \$373.45 and a monthly fee of \$320.00.

Commissioner Stone moved to authorize the Brinks Contract for the Courthouse Annex monitoring and a monthly fee of \$320.00 and also a one-time installation fee of \$373.45 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.)

SYSTEM MODIFICATION AUTHORIZATION

BH Security, LLC (f/k/a Monitronics International, Inc.) (the "Company"), 1661 Old Philadelphia Pike, Suite A Lancaster, PA 17602. Call 877-877-0345.

DATE 3/15/2024 CUSTOMER # 83360 CONTRACT # 30236 JOB/Work Order #

SITE NAME: Preston County Annex
SITE ADDRESS: 106 W Main St Ste 102 Kingwood, WV 26537
BILLING NAME: Preston County Commission
BILLING ADDRESS: 106 W Main St Ste 202 Kingwood, WV 26537

You are hereby authorized to perform the following specifically described system modification:

- Checkboxes for Sale, Install, Lease, Equipment Sale Only, Repair Service T & M, and Inspection Service.

Estimated Installation Start Date 3/15/2024 Estimated Installation Completion Date 4/5/2024

ADDITIONAL CHARGE FOR ABOVE MODIFICATION: \$ 373.45 plus applicable sales tax. Customer P.O.#

Installation Fee: (a) \$ 373.45 Upon Signing this Agreement Deposit Amount: \$ 0.00
(b) \$ 320.00 Additional Per Month for the service(s) listed below;

The Customer agrees to pay the Company the above charges. This System Modification Authorization modifies the original agreement between the Company and the Customer (the "Agreement"). All of the terms and conditions of the Agreement remain in full force and effect, except to the extent specifically modified by this System Modification Authorization.

Customer-Provided Equipment. In order to provide installation or repair service, Company may require the use of certain tools or equipment (such as lifts, tow motors, bucket trucks, scaffolding, etc.). It is Company's standard practice to secure the tools and equipment required to complete each installation or repair service, which may include renting tools or equipment, to the extent necessary. Customer is responsible for all costs associated with procuring and renting such equipment as set forth in a Statement of Work. Customer may request that Company use any tool or equipment of Customer ("Customer-Provided Equipment"), however, Company is in no way obligated to use any Customer-Provided Equipment. In the event Company agrees to use any Customer-Provided Equipment, Customer shall be solely responsible for providing the Customer-Provided Equipment as agreed between Customer and Company. Customer represents and warrants that any Customer-Provided Equipment is in good working order, up to date on all required maintenance, can be safely operated, and is current on any and all required inspections. Customer further represents the Customer-Provided Equipment will be made available to Company, without restriction, at the time and place as agreed between Customer and Company. Company has no responsibility for the condition or repair of any Customer-Provided Equipment and is not responsible or liable for any loss, impairment, or condition of the Customer-Provided Equipment. Should Company determine, in its sole and exclusive discretion, that any Customer-Provided Equipment is unsafe, unavailable, or otherwise not appropriate for or able to fulfill the necessary function, Company may immediately halt the installation or repair service and require Customer to reschedule to a later date. In addition to all fees and charges associated with the originally-scheduled appointment, Customer will be responsible for any additional fees or charges incurred as a result of rescheduling.

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Date 4-23-24 Customer's Signature [Signature]

Sales Representative: Frank Danko Date 3/15/2024

Authorized Company Representative: [Signature]

BH Security, LLC, P.O. Box 814530, Dallas, TX 75381: License information available at https://brinkshome.com/about-us/licensing or by calling 800.628.6093. AL: 009, Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AR: CPMY-0002746 Regulated by: Dept. of Arkansas State Police, 1 State Police Plaza Dr., Little Rock, AR. 72209, 501-618-8600; CA: ACO7788 Alarm Company Operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT: HIC.0670644; DE: FAL-0372 / CSRSL-0068; FL: EG13000628; GA: LVA206124, LVU406647; IA: AS-3419, AS-3420, C122255; IL: 127.000918; MD: Z2PLU-SS15250; MI: 3601301095, 8002000134; NC: Licensed by the Alarm Systems Licensing Board of the State of North Carolina, 3101 Industrial Drive Suite 104 Raleigh, North Carolina 27609; BPN 008691P1M, SP.FA/LV.36167; NJ: 124 Halsey Street Newark, New Jersey 07102, Burg & Fire Business license 34BF0065700; NY: 12000330683 Licensed by NYS Dept. of State; OR: 7055; PA: Pennsylvania Home Improvement Contractor Registration Number: PA133664; RI: 2311; SC: BAC.13690, FAC.13659; TN: 448; TX: ACR-1937157, B07727, TX Dept of Public Safety Regulatory Services Division 5806 Guadalupe Street Austin TX 78752; UT: 297872-6501; VA: 11-15156, 2705179325 Class A Contractor Classification ESC and FAS; WA: BRINKHS823LL, BRINKHS820K5; WV: WV060670 pg. 1

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

County Coordinator’s Report-Consideration and/or action

President Smith recognized Nate Raybeck with the County Coordinator’s Report.

A. Technology Purchase Update

Commissioner Stone moved to approve the purchase of 34 OptiPlex Micro Form Factor Machines and accessories from Dell at the cost of \$28,145.88. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **May. 11, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	Max Budget PC Replacement	Sales Rep	Steve Mooney
Quote No.	3000174632076.1	Phone	(800) 456-3355, 6179037
Total	\$28,145.88	Email	S_Mooney@Dell.com
Customer #	17099424	Billing To	ACCOUNTS PAYABLE
Quoted On	Apr. 11, 2024		PRESTON COUNTY COMMISSION
Expires by	May. 11, 2024		106 W MAIN ST STE 202
	Dell Midwestern Higher		KINGWOOD, WV 26537-1131
Contract Name	Education Compact		
	(MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Steve Mooney

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE PRESTON COUNTY COMMISSION 106 W MAIN ST RM 201 KINGWOOD, WV 26537-1131 (304) 329-1885	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor (7020)	\$827.82	34	\$28,145.88

Subtotal:	\$28,145.88
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$28,145.88
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$28,145.88

License Subtotal for Commitment Term: \$0.00
*Excludes Taxes

Shipping Group Details

<p>Shipping To ACCOUNTS PAYABLE PRESTON COUNTY COMMISSION 106 W MAIN ST RM 201 KINGWOOD, WV 26537-1131 (304) 329-1885</p>	<p>Shipping Method Standard Delivery</p>
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OptiPlex Micro Form Factor (7020)	Unit Price	Quantity	Subtotal
Estimated delivery if purchased today: Apr. 24, 2024 Contract # C000000979569 Customer Agreement # MHEC-04152022	\$827.82	34	\$28,145.88

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor 7020	210-BKXK	-	34	-
Intel Core i5 14500T vPro (24MB cache, 14 cores, 20 threads, up to 4.8 GHz, 35W)	338-CNCP	-	34	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	34	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	34	-
16GB DDR5 Memory, 1X16GB, 5600, Non-ECC, SoDIMM	370-BBPX	-	34	-
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	-	34	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	34	-
OptiPlex Micro with 35W CPU	329-BJWL	-	34	-
US Power Cord	450-AAZN	-	34	-
No Wireless LAN Card	555-BKHY	-	34	-
USB Type-C Module with DP Alt Mode and Power Delivery	382-BBLP	-	34	-
Dell KB216 Wired Keyboard English	580-ADJC	-	34	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	34	-
No Cover Selected	325-BCZQ	-	34	-
Dell Additional Software	634-CHFP	-	34	-
ENERGY STAR Qualified	387-BBLW	-	34	-
Watch Dog SRV	379-BFMR	-	34	-
Quick Start Guide, OptiPlex Micro	340-DMHG	-	34	-
Print on Demand Label	389-BDQH	-	34	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	34	-
Shipping Material	340-CQYN	-	34	-
Shipping Label	389-BBUU	-	34	-
Low:FSJ Reg label for 90W adaptor	389-FGFB	-	34	-
IRST Driver, MFF 7020	658-BFSV	-	34	-
Intel Core i5 Processor Label	340-CUEW	-	34	-
Desktop BTS/BTP Shipment	800-BBIP	-	34	-
90 Watt A/C Adapter	450-ALFO	-	34	-

Fixed Hardware Configuration	998-GSCJ	-	34	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	34	-
Internal Speaker, MFF 7020	520-BBFQ	-	34	-
No Option Included	340-ACQQ	-	34	-
No Out-of-Band Systems Management	631-BBQD	-	34	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	34	-
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	34	-

	Subtotal:	\$28,145.88
	Shipping:	\$0.00
	Environmental Fee:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$28,145.88

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

B. Courthouse Reconfiguration Project Funding

Commissioner Thomas moved to commit all uncommitted ARPA Funds to the Preston County Courthouse Reconfiguration Project. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



MEMORANDUM
Preston County Commission

Date: April 23, 2024
To: Preston County Commission
From: Nate Raybeck, Administration
Subject: Funding Plan – PCC Courthouse Reconfiguration Project

The accepted offer for the Preston County Courthouse Reconfiguration Project from Jarrett Construction Services, Inc. is for a total of **\$564,233**. This includes the base bid of \$560,565 and the add alternate for replacing 33 lighting fixtures on the 2nd floor of the courthouse outside of the contract area at a cost of \$3,668.

Upon recommendation from the Mills Group, an estimate of 15% of the total price – \$84,634 – is to be held in reserve for change orders, bringing the total estimated cost for this project to **\$648,857**.

Funding this roughly \$650,000 project will be as follows

-\$100,000 will come in the form of the \$100,000 reimbursement from the 2024 WVCFIA grant we were awarded in January.

-All remaining uncommitted ARPA funds: 204-442-457. This will commit all remaining ARPA funds ahead of the December 31, 2024 deadline. (Approximately \$400,000)

-Any remaining funds needed will be taken from Coal Severance: 002-986-457. We will budget this accordingly when we do our Coal Severance carryover budget revision. (Approximately \$150,000)

Thanks,

Nathan Raybeck
Preston County Administrator

C. Budget Revisions

i. Insurance Settlement Distribution

County Administrator, Nate Raybeck, presented budget revisions needed for the county commission for reimbursement of flood funds from the sheriff's office.

Commissioner Thomas moved to approve the budget revisions as they have been presented by the County Administrator and the WVU Extension Service. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

TO: Preston County Commission
 FROM: David Hartley, Extension Agent
 DATE: April 23, 2024
 RE: Transfer of Funds

I would like to request budget transfers as follows:

\$ 600.00 from line item #01-412-221 – Training & Education
 to line item # 01-412-219 – Building & Equipment - for the added cost of copies from
 Toshiba

\$3,000.00 from line item #01-412-214 – Travel
 To line item #01-412-341 – Materials & Supplies

These transfer requests are needed to update and purchase new computer accessory equipment, and Supplies for Energy Express.

Also, the 4th, of April we was refunded a Conference Registration fee with a check numbered 78081. It was credited to line item #01-382-000 at the tax office. We now need to do a budget revision to get it back into our Travel line item. So we need to do an Increase to 001-382-000 and an Increase to 001-412-214, letter and receipt are attached.

Thank you for your attention to this request, if you have any questions, please call me at 304-329-1391.

ALLOWED
 AND PAYMENT AUTHORIZED



PRESIDENT OF
 COUNTY COMMISSION

115 W Court Street
 Kingwood, WV 26537-1405
 ☎304.329.1391 ☎304.329.1395
 www.ext.wvu.edu

Cooperative Extension Service
 The West Virginia University Cooperative Extension Service,
 U. S. Department of Agriculture,
 West Virginia County Boards of Education and
 County Commissions Cooperating

Equal Opportunity/Affirmative Action Institution



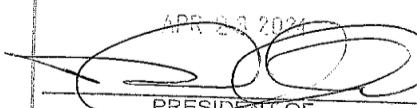
MEMORANDUM
Preston County Commission

Date: April 23, 2024
 To: Bookkeeping
 From: Nate Raybeck, Administration
 Subject: Budget Revision – Reimbursement from Flood at Sheriff’s Office

INCREASE	001-382-000 (REIMB/REF EXTERNAL)	\$132,373
INCREASE	001-420-223-01 (PROF SERVICE-FLOOD)	\$53,458
INCREASE	001-428-459 (EQUIPMENT)	\$28,146
INCREASE	001-699-999-99 (CONTINGENCES)	\$50,769

ALLOWED
 AND PAYMENT AUTHORIZED

APR 23 2024



PRESIDENT OF
 COUNTY COMMISSION

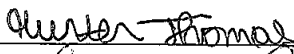


RESOLUTION

At a regular session of the county commission, held (Month, day and year) April 23 , 2024 the following order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised **PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS**, as shown on budget revision number 20 , of the General County Fund, a copy of which is entered as part of this record.

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

 _____	<input checked="" type="radio"/> Yes or No
 _____	<input checked="" type="radio"/> Yes or No
 _____	<input checked="" type="radio"/> Yes or No

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

D. Facilities Update

i. Sheriff's Office

Waiting on a countertop to finish the last of the projects. All of the work should be completed by the 2nd week of May.

ii. Animal Shelter

Work will begin on a number of special projects in the animal shelter. More details next week. Reminder: The animal shelter will be closed this week for annual cleaning and routine maintenance.

E. Miscellaneous Correspondence

Personnel Matters – Consideration and/or action

A. Executive Session

Legal Matters - Consideration and/or action

Information

A. Miscellaneous Correspondence

Commissioners Comments

At 10:30 a.m., there being no further business to come before the Commission, President Smith declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

---oOo---

04/23/2024