

A G E N D A

**PRESTON COUNTY COMMISSION
OCTOBER 22, 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 – None

Apportionments – None

Recognition of Scheduled Appointments –

9:31 a.m. Justin Wolfe, OEM/E911 – Budget Revision and Employee Hires

Approval of Minutes – October 8, 2024

Estate Settlements List – October 8, 2024 through October 11, 2024

ESTATE NAME: VELMA JEAN BUCKLEW
ESTATE NAME: DARLTON CUPPETT
ESTATE NAME: DENNIS L. HART
ESTATE NAME: DARWIN R. WELCH
ESTATE NAME: DANIEL AARON WOLFE

Proceedings in Vacation/Clerk's Fiduciary Report – October 10, 2024 through October 16, 2024

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action

New Business – Consideration and/or action

County Administrator's Report – Consideration and/or action

- A. Preston Memorial Hospital MOU for 340B
- B. Courthouse Reconfiguration
 - i. Update and Substantial Completion Paperwork
 - ii. Change Order #22
 - iii. Invoice for Preston County Foyer Ceilings and Walls
- C. Sheriff's Building
- D. Budget Revisions
- E. 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., October 22, 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.

The following people registered their attendance during the meeting:

Sheriff Jim Fields. Jeniffer Graham-DP Kendra Born
 Jacob Martin-WV News Deanna Lively Justin R. Wolfe

No one 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 10/17/2024 COUNTY OF PRESTON PAGE 1
 REPORT DATE 10/17/2024 TRANSACTION EDIT LIST TIME 14:15:02
 FILES ID W BATCH NUMBER 0865 USER WVPRRMAR

TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
					PAYEE VENDOR NO		PAYEE VENDOR NAME		
VR	20240865-001		0053	00140422100			09/08/2024	AG01	214.00
N	NA		CANAAN VALLEY RESORTS	.00 ROOM TAX OFFICE TRAINING/EDUC	10/11/2024	09/08/2024	5916	US BANK	P 09/2024
VR	20240865-002		1725	00140422100			09/06/2024	AG01	275.00
N	NA		WV STATE AUDITOR'S OFFICE	.00 TRAINING TAX OFFICE TRAINING/EDUC	10/11/2024	09/06/2024	5916	US BANK	P 09/2024
VR	20240865-003		4092	00140434100			09/25/2024	AG01	118.47
N	NA		AMAZON	.00 SUPPLIES TAX DEPART MAT/SUPPLIES	10/11/2024	09/25/2024	5916	US BANK	P 09/2024
VR	20240865-004		4092	00170034100			09/25/2024	AG01	108.28
N	NA		AMAZON	.00 SUPPLIES LAW ENFORCE MAT & SUPP	10/11/2024	09/25/2024	5916	US BANK	P 09/2024
VR	20240865-005		4092	05970634100			09/25/2024	WC59	25.98
N	NA		AMAZON	.00 SUPPLIES MAT/SUPPLIES	10/11/2024	09/25/2024	5916	US BANK	P 09/2024
VR	20240865-006		4092	00170034100			08/30/2024	AG01	433.98
N	NA		AMAZON	.00 SCAN SNAP, TONER LAW ENFORCE MAT & SUPP	10/11/2024	08/30/2024	5916	US BANK	P 09/2024
VR	20240865-007		6029	00170023300			09/03/2024	AG01	25.00
N	NA		REVEAL BY TACTACAM	.00 CAMERA LAW ENFORCE-INVEST. EXP.	10/11/2024	09/03/2024	5916	US BANK	P 09/2024
VR	20240865-008		4478	00173634100			09/13/2024	AG01	102.97
N	NA		RAY ALLEN PROFESSIONAL	.00 NARCOTIC BAGS K-9 MAT & SUPPLIES	10/11/2024	09/13/2024	5916	US BANK	P 09/2024
VR	20240865-009		5413	00170034400			09/12/2024	AG01	27.16
N	NA		LITTLE CAESARS	.00 PIZZA LAW ENFORCE FOOD/DRUGS	10/11/2024	09/12/2024	5916	US BANK	P 09/2024
VR	20240865-010		4081	00170021800			09/17/2024	AG01	18.45
N	NA		USPS	.00 POSTAGE LAW ENFORCE POSTAGE	10/11/2024	09/17/2024	5916	US BANK	P 09/2024
VR	20240865-011		5365	00170034100			09/17/2024	AG01	298.00
N	NA		AMMOMAN	.00 AMMO LAW ENFORCE MAT & SUPP	10/11/2024	09/17/2024	5916	US BANK	P 09/2024
VR	20240865-012		4092	00170034500			09/20/2024	AG01	150.00
N	NA		AMAZON	.00 BOOTS LAW ENFORCE UNIFORMS	10/11/2024	09/20/2024	5916	US BANK	P 09/2024

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SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
					PAYEE VENDOR NO		PAYEE VENDOR NAME		
VR	20240865-013		4092	00170034100			09/25/2024	AG01	159.96
N	NA		AMAZON	.00 FILE BOXES LAW ENFORCE MAT & SUPP	10/11/2024	09/25/2024	5916	US BANK	P 09/2024
VR	20240865-014		4092	00170022200			09/24/2024	AG01	14.99
N	NA		AMAZON	.00 MEMBERSHIP LAW ENFORCE DUES/SUBSCRIP	10/11/2024	09/24/2024	5916	US BANK	P 09/2024

TOTAL TRANSACTION AMOUNT 1972.24

WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 05970634100

List of transaction paid for on
 the State Purchasing Card for
Oct, 2024

SYSTEM DATE 10/22/2024
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COUNTY OF PRESTON
TRANSACTION EDIT LIST
BATCH NUMBER 0869

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TIME 7:41:44
USER WVPRRMR

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	20240869-001		5390	00173134121		24-13252	10/08/2024	AG01	P	288.30
N	NA	TT&S SUPPLY INC	.00	SUPPLIES	10/22/2024	10/08/2024				10/2024
				COMM CORR SUPPLIES-GRANT	5390		TT&S SUPPLY INC			
VC	20240869-002		5580	00173134121		6341437	10/13/2024	AG01	P	117.43
N	NA	XEROX FINANCIAL	.00	COPIER	10/22/2024	10/13/2024				10/2024
				COMM CORR SUPPLIES-GRANT	5580		XEROX FINANCIAL			
VC	20240869-003		1802	00180122300			09/24/2024	AG01	P	150.00
N	06	VALLEY HEALTHCARE SYSTEM	.00	DONK, A	10/22/2024	09/24/2024				10/2024
				MENTAL HEALTH PROF SERV	1802		VALLEY HEALTHCARE SYSTEM			
VC	20240869-004		6043	00298645700			10/22/2024	AC02	P	119177.91
N	NA	JARRETT CONSTRUCTION	.00	COURTHOUSE PROJECT	10/22/2024	10/22/2024				10/2024
				CO COMM CAP PROJ BLDG	6043		JARRETT CONSTRUCTION			
VC	20240869-005		3097	00142023000		9052	10/01/2024	AG01	P	1732.41
N	N1	MILLS GROUP LLC	.00	COURTHOUSE PROJECT	10/22/2024	10/01/2024				10/2024
				CUSTODIAL CONT SERVICES	3097		MILLS GROUP LLC			
VC	20240869-006		4581	00371634100			10/03/2024	AS03	P	176.65
N	N1	ZOETIS US LLC	.00	INV #9501643265	10/22/2024	10/03/2024				10/2024
				DOG & KENNEL SUPPLIES	4581		ZOETIS US LLC			
VC	20240869-007		3777	00773323000		1227260	10/14/2024	AE07	P	3217.50
N	N1	MICHAEL BAKER INTERNA-	.00	SERVICE	10/22/2024	10/14/2024				10/2024
				MAP/ADDRESS CONT SERVICES	3777		MICHAEL BAKER INTERNA-			
VC	20240869-008		0280	00771222300			10/15/2024	AE07	P	108.00
N	NA	CINTAS CORPORATION	.00	INV #4208345298	10/22/2024	10/15/2024				10/2024
				E911 PROFESSIONAL SERVICE	0280		CINTAS CORPORATION			
VC	20240869-009		0734	00170034500		29156797	09/24/2024	AG01	P	75.03
N	NA	GALLS	.00	UNIFORM	10/22/2024	09/24/2024				10/2024
				LAW ENFORCE UNIFORMS	0734		GALLS			
VC	20240869-010		0734	00170034500		29183962	09/26/2024	AG01	P	234.97
N	NA	GALLS	.00	BOOTS-GLOVES	10/22/2024	09/26/2024				10/2024
				LAW ENFORCE UNIFORMS	0734		GALLS			
VC	20240869-011		5189	00170023000		5796000	10/02/2024	AG01	P	695.00
N	NA	BEARCOM	.00	OCT 2024	10/22/2024	10/02/2024				10/2024
				LAW ENFORCE CONT SERVICE	5189		BEARCOM			
VC	20240869-012		3769	00170034500		437134	10/07/2024	AG01	P	9.00
N	N1	TERESA HYRE	.00	ALTERATIONS	10/22/2024	10/07/2024				10/2024
				LAW ENFORCE UNIFORMS	3769		TERESA HYRE			

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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	20240869-013		5867	00771221600		3146091	08/30/2024	AE07	P	266.25
N	NA	MONITRONICS	.00	SERVICE	10/22/2024	08/30/2024				10/2024
				E911 M&R EQUIPMENT	5867		MONITRONICS			
VC	20240869-014		6011	00171122100			10/03/2024	AG01	P	173.00
N	NA	PENS.COM	.00	PENS/INV #113897513	10/22/2024	10/03/2024				10/2024
				EMERG SERV TRAIN & EDUC	6011		PENS.COM			
VC	20240869-015		6011	00771222100			10/03/2024	AE07	P	172.90
N	NA	PENS.COM	.00	PENS/INV #113897513	10/22/2024	10/03/2024				10/2024
				E911 TRAIN & EDUCATION	6011		PENS.COM			
VC	20240869-016		4236	00140121900		331307	10/14/2024	AG01	P	20.98
N	NA	HART OFFICE SOLUTIONS	.00	PRINTS	10/22/2024	10/14/2024				10/2024
				CO COMM BLDG/EQUIP RENTS	4236		HART OFFICE SOLUTIONS			
VC	20240869-017		0017	00142022300		104510	10/09/2024	AG01	P	182.02
N	NA	FIRE PROTECTION PRODUCTS	.00	ANNUAL MAINTENANCE	10/22/2024	10/09/2024				10/2024
				CUSTODIAL PROP SERVICES	0017		FIRE PROTECTION PRODUCTS			
VC	20240869-018		1188	00142023000			10/08/2024	AG01	P	90.00
N	NA	WV DIVISION OF LABOR	.00	ANNEX ELEVATOR	10/22/2024	10/08/2024				10/2024
				CUSTODIAL CONT SERVICES	1188		WV DIVISION OF LABOR			
VC	20240869-019		1188	00142023000			10/08/2024	AG01	P	90.00
N	NA	WV DIVISION OF LABOR	.00	COURTHOUSE ELEVATOR	10/22/2024	10/08/2024				10/2024
				CUSTODIAL CONT SERVICES	1188		WV DIVISION OF LABOR			
VC	20240869-020		0280	00142034100			10/15/2024	AG01	P	63.89
N	NA	CINTAS CORPORATION	.00	INV #4208344989	10/22/2024	10/15/2024				10/2024
				CUSTODIAL MAT/SUPPLIES	0280		CINTAS CORPORATION			
VC	20240869-021		0280	00142022500			10/15/2024	AG01	P	202.75
N	NA	CINTAS CORPORATION	.00	INV #4208344989	10/22/2024	10/15/2024				10/2024
				CUSTODIAL LAUN/DRY CLEAN	0280		CINTAS CORPORATION			
VC	20240869-022		0280	00142034500			10/15/2024	AG01	P	23.70
N	NA	CINTAS CORPORATION	.00	INV #4208344989	10/22/2024	10/15/2024				10/2024
				CUSTODIAL UNIFORMS	0280		CINTAS CORPORATION			
VC	20240869-023		2801	00140345900			10/15/2024	AG01	P	222.06
N	NA	PITNEY BOWES	.00	LEASE PAYMENT	10/22/2024	10/15/2024				10/2024
				CIR CLERK CAP OUTLAY-EQUI	2801		PITNEY BOWES			
VC	20240869-024		0223	00140121302			10/15/2024	AG01	P	59.72
N	NA	MON POWER	.00	ACCT #110 086 597 272	10/22/2024	10/15/2024				10/2024
				UTILITIES MON POWER	0223		MON POWER			

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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	20240869-025		6074	00171721700		75	10/16/2024	AG01	P	144.00
N	NA	CJ'S PIT STOP	.00	UNDERCOATING	10/22/2024	10/16/2024				10/2024
				CENTRAL GARAGE-M&R-AUTO	6074		CJ'S PIT STOP			
VC	20240869-026		6074	00171721700		75	10/16/2024	AG01	P	189.00
N	NA	CJ'S PIT STOP	.00	UNDERCOATING	10/22/2024	10/16/2024				10/2024
				CENTRAL GARAGE-M&R-AUTO	6074		CJ'S PIT STOP			
VC	20240869-027		6074	00171721700		77	10/16/2024	AG01	P	166.50
N	NA	CJ'S PIT STOP	.00	UNDERCOATING	10/22/2024	10/16/2024				10/2024
				CENTRAL GARAGE-M&R-AUTO	6074		CJ'S PIT STOP			
VC	20240869-028		0223	00140121302			10/16/2024	AG01	P	98.53
N	NA	MON POWER	.00	ACCT #110 080 536 664	10/22/2024	10/16/2024				10/2024
				UTILITIES MON POWER	0223		MON POWER			
VC	20240869-029		0223	00140121302			10/16/2024	AG01	P	16.50
N	NA	MON POWER	.00	ACCT #110 080 534 768	10/22/2024	10/16/2024				10/2024
				UTILITIES MON POWER	0223		MON POWER			
VC	20240869-030		0223	00140121302			10/16/2024	AG01	P	96.16
N	NA	MON POWER	.00	ACCT #110 080 533 703	10/22/2024	10/16/2024				10/2024
				UTILITIES MON POWER	0223		MON POWER			
VC	20240869-031		0223	00140121302			10/16/2024	AG01	P	1188.29
N	NA	MON POWER	.00	ACCT #110 088 637 100	10/22/2024	10/16/2024				10/2024
				UTILITIES MON POWER	0223		MON POWER			
VC	20240869-032		0223	00140121302			10/16/2024	AG01	P	349.14
N	NA	MON POWER	.00	ACCT #110 162 822 297	10/22/2024	10/16/2024				10/2024
				UTILITIES MON POWER	0223		MON POWER			
VC	20240869-033		0223	00140121302			10/16/2024	AG01	P	689.21
N	NA	MON POWER	.00	ACCT #110 088 634 438	10/22/2024	10/16/2024				10/2024
				UTILITIES MON POWER	0223		MON POWER			
VC	20240869-034		4896	00170021600			10/11/2024	AG01	P	756.50
N	NA	LEAF	.00	COPIERS	10/22/2024	10/11/2024				10/2024
				LAW ENFORCE M&R EQUIP	4896		LEAF			
VC	20240869-035		5986	00181334100			10/05/2024	AG01	P	38.24
N	NA	AT&T MOBILITY	.00	ACCT #287323242654	10/22/2024	10/05/2024				10/2024
				LITTER CONTROL MAT/SUPPLY	5986		AT&T MOBILITY			
VC	20240869-036		5985	00170021103			10/01/2024	AG01	P	88.21
N	NA	AT&T MOBILITY	.00	ACCT #287306405281	10/22/2024	10/01/2024				10/2024
				SHERIFF-TELEPHONE-AT&T	5985		AT&T MOBILITY			

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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	20240869-037	NA	1015	00140622100		3857	10/15/2024	AG01	100.00
	N		.00	2024 FALL BD MEETING	10/22/2024	10/15/2024			P
			WV ASSOC OF COUNTIES	ASSESSOR TRAIN/EDUCATION	1015		WV ASSOC OF COUNTIES		10/2024
VC	20240869-038	NA	4236	00140121900		331619	10/16/2024	AG01	2.80
	N		.00	HART OFFICE SOLUTIONS	10/22/2024	10/16/2024			P
				CO COMM BLDG/EQUIP RENTS	4236		HART OFFICE SOLUTIONS		10/2024
VC	20240869-039	NA	4526	00371634100			08/27/2024	AS03	954.27
	N		.00	ZEP SALES & SERVICE	10/22/2024	08/27/2024			P
				DOG & KENNEL SUPPLIES	4526		ZEP SALES & SERVICE		10/2024
VC	20240869-040	NA	1908	00171734300			10/17/2024	AG01	733.16
	N		.00	GLOTFELTY ENTERPRISES	10/22/2024	10/17/2024			P
				INC CENT GARAGE-AUTO SUPPLIES	1908		GLOTFELTY ENTERPRISES INC		10/2024
VC	20240869-041	NA	1908	00171734300			10/17/2024	AG01	838.60
	N		.00	GLOTFELTY ENTERPRISES	10/22/2024	10/17/2024			P
				INC CENT GARAGE-AUTO SUPPLIES	1908		GLOTFELTY ENTERPRISES INC		10/2024
VC	20240869-042	NA	1908	00171734300			10/17/2024	AG01	1366.88
	N		.00	GLOTFELTY ENTERPRISES	10/22/2024	10/17/2024			P
				INC CENT GARAGE-AUTO SUPPLIES	1908		GLOTFELTY ENTERPRISES INC		10/2024
VC	20240869-043	NA	1301	00171721900			10/07/2024	AG01	2247.31
	N		.00	CLEAR MOUNTAIN BANK	10/22/2024	10/07/2024			P
				LOAN #910006700	1301		CLEAR MOUNTAIN BANK		10/2024
VC	20240869-044	NA	4207	00140523000		80306	10/11/2024	AG01	42.50
	N		.00	PACE ENTERPRISE OF WV	10/22/2024	10/11/2024			P
				INC PROS ATTY CONTRACTED SERV	4207		PACE ENTERPRISE OF WV INC		10/2024
VC	20240869-045	NA	4236	00140523000		331696	10/17/2024	AG01	83.91
	N		.00	HART OFFICE SOLUTIONS	10/22/2024	10/17/2024			P
				PROS ATTY CONTRACTED SERV	4236		HART OFFICE SOLUTIONS		10/2024
VC	20240869-046	NA	4236	00141221900		331308	10/14/2024	AG01	225.99
	N		.00	HART OFFICE SOLUTIONS	10/22/2024	10/14/2024			P
				CO AGENT - EQUIP RENT	4236		HART OFFICE SOLUTIONS		10/2024
VC	20240869-047	NA	5985	00170021103			10/05/2024	AG01	2652.12
	N		.00	AT&T MOBILITY	10/22/2024	10/05/2024			P
				SHERIFF-TELEPHONE-AT&T	5985		AT&T MOBILITY		10/2024

WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00371634100

TOTAL TRANSACTION AMOUNT 140617.29

List of invoices approved for payment
 this 22nd day of Oct, 2024
 Int. MR

Assessor's Office

Tax Correction List – None

Apportionments – None

Recognition of Scheduled Appointments –

9:31 a.m., Justin Wolfe, OEM/E911-Budget Revision and Employee Hires

Justin Wolfe presented budget revisions needed for an insurance check received in the amount of \$2,662.00 for repairs to car #38. Commissioner Thomas moved to approve the budget revision as presented. 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 **Deputy Director: Justin Wolfe**

October 22, 2024

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

Re: BUDGET REVISION

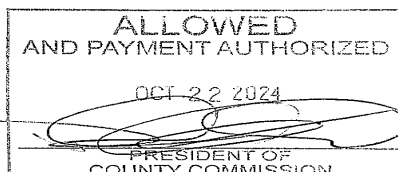
Increase: 001-382-005 \$2,662.00

Increase: 001-717-217-05 \$2,662.00

Reason: Repairs on PCSO #38 Insurance Check

Thank You

Duane Hamilton
 Duane Hamilton



RESOLUTION

At a regular session of the county commission, held (Month, day and year) October 22, 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 7, 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:

<u>Hunter Thomas</u>	<u>Yes</u> or No
<u>Ramona Stone</u>	<u>Yes</u> or No
<u>[Signature]</u>	<u>Yes</u> 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.

Mr. Wolfe also presented requests to hire Joshua Shahan and Chloe Clark as regular part-time public safety dispatchers effective immediately at a rate of \$17.60/hr.

Commissioner Thomas moved to approve the hire of Joshua Shahan and Chloe Clark as regular part-time 911 public safety dispatchers at a rate of \$17.60 per hour effective November 4, 2024. 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

October 22, 2024

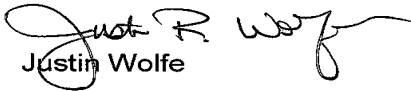
Preston County Commission
106 W. Main St., Suite 202
Kingwood, WV 26537

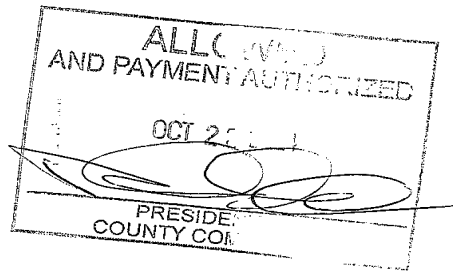
Re: New Hire

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

Upon your approval, Mr. Shahan will start at \$17.60/hr., with benefits. This will be effective November 4, 2024.

Respectfully,


Justin Wolfe



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

October 22, 2024

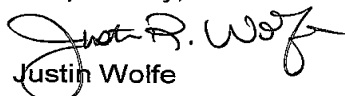
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Kingwood, WV 26537

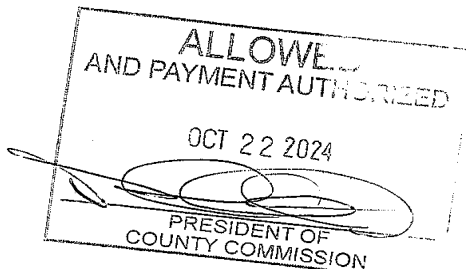
Re: New Hire

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

Upon your approval, Ms. Clark will start at \$17.60/hr., with benefits. This will be effective immediately.

Respectfully,


Justin Wolfe



Approval of Minutes – October 8, 2024

The minutes of October 8, 2024, were not approved at this time.

Estate Settlement List – October 8, 2024, thru October 11, 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 10/08/2024 through 10/11/2024 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, October 22, 2024.

ESTATE NUMBER: **4941**
SETTLEMENT TYPE: Report of Receipts, Disbursements and Distribution; Affidavit
SETTLEMENT RECORDED: October 11, 2024
ESTATE NAME: **VELMA JEAN BUCKLEW**
CO EXECUTOR: STEVEN ROBE
CO EXECUTOR: TINA M. KENDALL
CO EXECUTOR: GREGORY ROBE

ESTATE NUMBER: **2951**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: October 09, 2024
ESTATE NAME: **DARLTON CUPPETT**
EXECUTOR: MARK D. CUPPETT
ATTORNEY: JEFF CULPEPPER ATTORNEY AT LAW
11 COMMERCE DR.
STE 103
WESTOVER, WV 26501-3858
FIDUCIARY COMMISSIONER: WOODROW E TURNER
P.O. BOX 585
KINGWOOD, WV 26537-0585

ESTATE NUMBER: **4721**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: October 08, 2024
ESTATE NAME: **DENNIS L. HART**
EXECUTRIX: KRISTI BORN
FIDUCIARY COMMISSIONER: OLIVIA DEVALL
PO BOX 516
KINGWOOD, WV 26537-0516

ESTATE NUMBER: **4424**
SETTLEMENT TYPE: Report of Receipts, Disbursements and Distribution; Affidavit
SETTLEMENT RECORDED: October 11, 2024
ESTATE NAME: **DARWIN R. WELCH**
EXECUTRIX: NANCY LYNCH
FIDUCIARY COMMISSIONER: WOODROW E. TURNER
POX BOX 585
KINGWOOD, WV 26537

ESTATE NUMBER: **3879**
SETTLEMENT TYPE: Final Settlement
SETTLEMENT RECORDED: October 09, 2024
ESTATE NAME: **DANIEL AARON WOLFE**
ADMINISTRATRIX: AMY SUE WOLFE
SURETY: RLI INS.CO.
ATTORNEY: PAIGE VAGNETTI, ESQ
DINSMORE & SHOHL
215 DON KNOTTS BLVD. STE. 310
MORGANTOWN, WV 26501
FIDUCIARY COMMISSIONER: WOODROW E. TURNER
P.O. BOX 585
KINGWOOD, WV 26537-0585

Subscribed and sworn before me on 10/16/2024.

Linda Huggins

Clerk of the Preston County Commission

By: *Tammy Johnson*
Tammy Johnson, 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/Clerks's Fiduciary Report – October 10, 2024, through October 16, 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 October 10, 2024, through October 16, 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, October 10, 2024, through Wednesday, October 16, 2024

The County Commission of Preston County this 16th day of October, 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:

Thursday, October 10, 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, **TERRANCE CUMBERLAND** was appointed and qualified as **SUCCESSOR** of the Small Estate Affidavit Intestate of **ESTHER MAUREEN STEWART**, deceased. No bond was required.

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

MARGARET A. CLAYTON, who was named in the last will and testament of **MARGIE ELLEN BURCH**, deceased, as **EXECUTRIX** thereof, qualified as such. No bond was required.

Friday, October 11, 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, **CONNIE S. COLE** was appointed and qualified as **ADMINISTRATRIX** of the estate of **ROBIN SUE SCOTT**, deceased. No bond was required.

Tuesday, October 15, 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, **KIMBERLY D. DIXON** was appointed and qualified as **SUCCESSOR** of the Small Estate Affidavit Intestate of **BLANCHE SYPOLT**, deceased. No bond was required.

Subscribed and sworn before me on 10/16/2024.

Linda Huggins

Clerk of the Preston County Commission

By: *Tammy Johnson*
Tammy Johnson, 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

New Business – Consideration and/or action

County Administrator’s Report – Consideration and/or action

Commissioner Smith recognized Nate Raybeck with the Administrator’s Report.

A. Preston Memorial Hospital MOU for 340B

Mr. Raybeck presented a Memorandum of Understanding from Preston Memorial Hospital with their desire to participate in the drug discount program section 340B which requires an agreement with the Preston County Commission.

Commissioner Stone moved to approve the Memorandum of Understanding between (West Virginia) Preston County and Preston Memorial Hospital 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.)

Memorandum of Understanding

Between

**(WEST VIRGINIA) PRESTON COUNTY and
PRESTON MEMORIAL HOSPITAL**

This memorandum of understanding is made this 22 day of October 2024 by and between the undersigned representatives of (WEST VIRGINIA, (WV)) PRESTON COUNTY and PRESTON MEMORIAL HOSPITAL, a non-profit corporation organized and existing under the laws of (WEST VIRGINIA) and located at 150 Memorial Drive, Kingwood, WV 26537.

Recitals:

Whereas, PRESTON MEMORIAL HOSPITAL owns and operates a licensed Hospital which provides healthcare services to the Medicaid population in addition to supporting many (WV) programs that benefit the indigent, uninsured and underinsured population in (WV) PRESTON COUNTY and the surrounding communities.

Whereas, PRESTON MEMORIAL HOSPITAL desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the “340B Program”).

Whereas, in order to participate in the 340B Program, PRESTON MEMORIAL HOSPITAL must enter into an agreement with a unit of the state or local government pursuant to which PRESTON MEMORIAL HOSPITAL commits to provide health care services to low-income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan under this title at no reimbursement or considerably less reimbursement at times from these patients.

Whereas, PRESTON MEMORIAL HOSPITAL desired to affirm such a commitment to (WV) PRESTON COUNTY as a local government and

Whereas, (WV) PRESTON COUNTY agrees to accept such commitment on behalf of the citizens of (WV) PRESTON COUNTY, (WV)

Now, therefore, in consideration of the mutual agreements and covenants considered herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement as follows:

1. Commitment of PRESTON MEMORIAL HOSPITAL to Provide Indigent Care.

During the term of this MOU, PRESTON MEMORIAL HOSPITAL agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of its service area in (WEST VIRGINIA). Pursuant to this

commitment, it is the intention of PRESTON MEMORIAL HOSPITAL during the term of this MOU to continue the provision of health care services to the indigent, uninsured, and underinsured residents of its service area pursuant to PRESTON MEMORIAL HOSPITAL's Financial Assistance Policy.

2. Acceptance and Acknowledgements of (WV) PRESTON COUNTY:

- (a) (WV) PRESTON COUNTY accepts the commitment of PRESTON MEMORIAL HOSPITAL set forth above.
- (b) (WV) PRESTON COUNTY, (WV) hereby acknowledges that the health care services provided by PRESTON MEMORIAL HOSPITAL hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan under this title and;
- (c) (WV) PRESTON COUNTY, (WV) acknowledges that PRESTON MEMORIAL HOSPITAL is providing these services at no reimbursement or considerably less than full reimbursement in some cases from the patients pursuant to the PRESTON MEMORIAL HOSPITAL's Financial Assistance Policy.

3. Certificate by (WV) PRESTON COUNTY:

To further signify this acceptance, a duly authorized representative of (WV) PRESTON COUNTY, (WV) has signed a certification form, attached hereto, which acknowledges that this MOU arranges for PRESTON MEMORIAL HOSPITAL's provision of health care services to low-income individuals who are neither entitled to benefits under the Title XVIII of the Social Security Act nor eligible for assistance under the State Plan of Title XIX under this Act; and (WV) PRESTON COUNTY, (WV) authorizes PRESTON MEMORIAL HOSPITAL to submit the attached certification in support of PRESTON MEMORIAL HOSPITAL's participation in the 340B Program.

4. Representations of PRESTON MEMORIAL HOSPITAL

PRESTON MEMORIAL HOSPITAL represents that:

- (a) PRESTON MEMORIAL HOSPITAL constitutes a corporation duly organized and validly existing in good standing under the laws of (WEST VIRGINIA), with the corporate power and authority to enter into and perform its obligations under this MOU; and
- (b) PRESTON MEMORIAL HOSPITAL is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under the laws of (WV).

5. Term and Termination

The term of this MOU shall commence on the date above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other. The contact for this local government office shall be reviewed annually and the information updated as necessary in terms of official and email/phone number.

6. Notice.

All notices required or permitted to be given under this MOU shall be deemed given when sent by registered or certified mail, return receipt requested, addressed to:

(WEST VIRGINIA) PRESTON COUNTY
Attention: Don Smith
President, Preston County Commission
106 West Main St, Suite 202
Kingwood, WV 26537

PRESTON MEMORIAL HOSPITAL
Attention: Kevin Gessler
CFO, Authorizing Official
150 Memorial Drive
Kingwood, WV 26537

7. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of (WV).

8. Referrals.

Nothing in this MOU shall be construed to require (WV) PRESTON COUNTY, (WV) of its departments, to make referrals of patients to PRESTON MEMORIAL HOSPITAL for care.

IN WITNESS WHEREOF, PRESTON MEMORIAL HOSPITAL and (WV) PRESTON COUNTY have executed this Agreement as of the day and year first written above by their duly authorized representatives.

ii. Change Order #22

Commissioner Thomas moved to approve Change Order #22 in the amount of \$24,729.66. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



PCO #022

Jarrett Construction Services, Inc.
1605 Virginia St East
Charleston, West Virginia 25311
Phone: (304) 344-9140
Fax: (304) 344-9143

Project: J2409 - Preston County Courthouse
101 West Main Street
Kingwood, West Virginia 26537

Prime Contract Potential Change Order #022: CE #029 - Corridor 201-11 Reconfigurations

TO:	Preston County Commission 106 W. Main Street, Suite 202 Kingwood, West Virginia 26537	FROM:	Jarrett Construction Services, Inc. PO Box 5250 Charleston, West Virginia 25361
PCO NUMBER/REVISION:	022 / 0	CONTRACT:	J2409 - CRP 2024 05282024.0 - Courthouse 2nd Level Renovation
REQUEST RECEIVED FROM:	Steven Shaffer (Preston County Commission)	CREATED BY:	Kurtis Clinton (Jarrett Construction Services, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	10/11/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	10 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$24,729.66

POTENTIAL CHANGE ORDER TITLE: CE #029 - Corridor 201-11 Reconfigurations

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #029 - Corridor 201-11 Reconfigurations

The purpose of this change order is to account for all costs associated with the reconfiguration work requested in Corridor 201-11, which was presented in an impromptu meeting on 10/11/2024 @ 9:30am. This work was requested to be in addition to the original scope of work and to be completed before JCSI demobilized from site. JCSI's original demobilization day was scheduled for 10/18/2024. Additionally, this change order adds days to the original contract completion date, as well as additional costs associated with JCSI's general conditions.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	1-1000.S General Conditions	General Conditions	\$1,500.00
2	1-1010.L General Labor.Labor	General Labor	\$1,620.00
3	1-1041.L Superintendent.Labor	Superintendent Oversight	\$4,160.00
4	2-2055.S Building Demolition	Demolition of Concrete Wall	\$5,000.00
5	2-2056.M Demo Dumpsters	Demo Dumpster	\$1,042.08
6	16-16100.S Electrical	Lighting	\$950.00
7	9-9250.S Drywall	Metal Framing, Drywall, ACT	\$3,100.00
8	8-8100.M Metal Doors - Material	Additional Door & Hardware	\$2,010.82
9	9-9900.S Painting	Painting	\$2,600.00
10	9-9680.S Carpet/LVT	Carpet	\$644.73



PCO #022

#	Budget Code	Description	Amount
11			\$0.00
		Subtotal:	\$22,627.63
		Builder's Risk Insurance (0.10% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):	\$22.63
		General Liability Insurance (0.92% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):	\$208.17
		Performance Bonds (0.73% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):	\$165.18
		Fee (7.41% Applies to Labor, Equipment, Materials, Commitment, Other, 99000 CONTRACTOR FEE, 99005 WV SALES TAX, 99010 BUILDERS RISK INS, 99020 GEN LIABILITY INS, and 99100 BONDS P & P.):	\$1,706.05
		Grand Total:	\$24,729.66

Michael Mills (Mills Group)
 88 High Street
 Morgantown, West Virginia 26505

Preston County Commission
 106 W. Main Street, Suite 202
 Kingwood, West Virginia 26537

Jarrett Construction Services, Inc.
 PO Box 5250
 Charleston, West Virginia 25361

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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Jarrett Construction Services, Inc.

Page 2 of 2

Printed On: 10/16/2024 09:13 PM EDT

iii. Invoiced for Preston County Foyer Ceilings and Walls

Mr. Raybeck presented an invoice for work done separately, outside the contract, by Jarrett Construction in the main foyer of the courthouse replacing badly needed acoustic ceiling tiles, light fixtures and painting to the existing main foyer walls.

Commissioner Thomas moved to approve the invoice with Jarrett Construction Services for the foyer ceiling and walls in the amount of \$13,920.00. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



P.O. Box 5250
 Charleston, WV 25361
 Phone 304.344.9140 Fax 304.344.9143

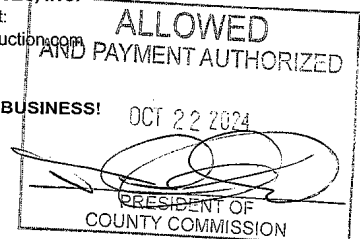
DATE: October 18, 2024
 INVOICE # 1
 JOB NUMBER J2421
 REFERENCE PCC FOYER

Bill To:
 Nathan Raybeck, County Administrator
 Preston County Commission
 106 W. Main Street, Suite 202
 Kingwood, WV 26537

	TERMS	DUE DATE
	Due On Receipt	11/1/2024
ITEM	DESCRIPTION	AMOUNT
1	PCC Foyer Ceiling & Walls Replacement of the main foyer acoustical ceiling tiles, light fixtures, and application of paint to existing main foyer walls in the Preston County Courthouse located at 101 W. Main Street in Kingwood, WV.	\$ 13,920.00
TOTAL		\$ 13,920.00

Make all checks payable to **JARRETT CONSTRUCTION SERVICES, INC.**
 If you have any questions concerning this invoice, please contact:
 Tina Heidenreich, 304.344.9140, tina.heidenreich@jarrett-construction.com

THANK YOU FOR YOUR BUSINESS!





Proposal and Scope of Work

For

PCC Foyer Ceiling & Walls

Preston County Commission

106 W. Main St., Suite 202, Kingwood, WV 26537

September 30, 2024

This proposal document details the scope of work, clarifications, allowances and exclusions for the replacement of the main foyer acoustical ceiling tile, light fixtures, and application of paint to existing foyer walls for The Preston County Commission in Kingwood, WV. This proposal is in response to the requested scope provided by Nathan Raybeck, County Administrator. No other work is included in this proposal.

Should there be a conflict between this document and any other contract document, this document shall govern.

Division 1 – General Requirements

General Requirements include all management, estimating and supervision labor to skillfully manage and coordinate the entire work effort. It also includes a host of minor costs such as telecommunications, progress cleaning and transportation. Other costs included in Division 1 are:

1. **Safety:** Miscellaneous safety labor and materials for the job site. This item may also include third party safety inspection services.
2. **Insurance:** Our standard liability and workers compensation insurance coverages are included. The Owner shall be named as an additional insured on our general liability policy as it relates to this project. See Exhibit 'A' for evidence of insurance and types and limits of coverage. Builder's Risk Coverage is excluded for this project and is to be provided by the owner.
3. **Permits:** Excluded.
4. **Taxes:** Excluded.
5. **Design Services:** Excluded.
6. **Testing & Quality Assurance:** Excluded.
7. **Temporary Utilities:** Excluded
8. **Temporary Facilities, Access & Staging:** Owner is to provide staging area for material.
9. **Final Cleaning Services:** Area will be left to a broom swept finish. Final cleaning of glass is to be by Owner.

Division 2 – Sitework & Demolition

1. **Site Work:** None
2. **Building Demolition:** Demolition to include the removal and disposal of the existing light fixtures and ceiling tiles only. Ceiling grid is to remain. One demolition dumpster is included and will be staged onsite.
3. **Site Concrete:** None
4. **Asphalt Paving:** None
5. **Landscaping:** None

Division 3 – Concrete

1. **Concrete Foundations:** None
2. **Slab on Grade:** None

Division 4 – Masonry

1. **CMU:** None
2. **Brick:** None

Division 5 – Metals

1. **Structural & Miscellaneous Steel:** None
2. **Misc. Steel:** None

Division 6 – Wood & Plastics

1. **Rough Carpentry:** None
2. **Finish Carpentry, Millwork & Running Trim:** None

Division 7 – Thermal & Moisture Protection

1. **Waterproofing:** None
2. **Building Insulation:** None
3. **Fire Stopping:** None
4. **Membrane Roofing:** None
5. **Caulking and Sealants:** By trades.

Division 8 – Doors & Window

1. **Doors, Frames and Hardware:** None
2. **Aluminum Entrances & Storefronts:** None
3. **Windows:** None
4. **Mirrors:** None

Division 9 – Finishes

1. **Metal Stud Framing & Gypsum Drywall:** None
2. **Floor Coverings:** None

3. **Suspended Acoustical Ceilings:** Replacement of acoustical ceiling tiles to be CertainTeed Baroque Mineral Fiber Fissured 2ft x 4ft.
4. **Painting:** Drywall patch included. Paint to be ProMar 200 Zero VOC Primer with two coats of ProMar 200 Zero VOC Interior Latex Eg-Shel finish and caulking.
5. **Vinyl Wall Covering:** None
6. **Exterior Building Coating:** None

Division 10 – Specialties

1. **Toilet Partitions:** None;
2. **Toilet Room Accessories:** None
3. **Louvers:** None
4. **Metal Lockers:** None
5. **Signage (Interior & Exterior):** None
6. **Fire Extinguishers:** None

Division 11 – Equipment

1. **Equipment:** None

Division 12 – Furnishings

1. **Furnishings:** None
2. **Casework & Cabinetry:** None
3. **Window Sills:** None
4. **Blinds:** None
5. **Artwork:** None

Division 13 – Special Construction

None

Division 14 – Conveying Systems

1. **Elevators:** None

Division 15 – Mechanical

1. **Fire Protection Sprinkler System:** None
 - 1.1. **Finishes:** None
 - 1.2. **Location:** None
 - 1.3. **Skylights:** None
 - 1.4. **Exclusions:** None
2. **Plumbing:** None
3. **Heating, Ventilation & Air Conditioning:** None

Division 16 – Electrical

1. **Electrical:** Light fixture replacement included and to be Lithoniz CPX 2x4 ALO8 SWW7 M2. Existing wiring to be reused.

Investment Information

1. We propose the following arrangement for your investment in this project:
 - 1.1. **Agreement:** This document shall serve as the Construction Agreement between Owner (The Preston County Commission) and Jarrett Construction Services Inc. (JCSI) or shall be attached to a mutually agreeable contract document.
 - 1.2. **Investment:** The Lump Sum price contract amount for the construction of this project is **\$13,920.00, Thirteen Thousand Nine Hundred Twenty and 00/100 Dollars.**
2. Payment terms will be as follows:
 - 2.1. Full payment based on submitted final payment application will be due upon satisfactory completion of project. Payments are due ten (10) days after submission of payment application. It is agreed and understood that payments received late shall be automatically charged a 1% monthly interest charge.
 - 2.2. Owner agrees to pay Jarrett Construction Services, Inc. all costs of collection for unpaid payment applications including reasonable attorney fees.
3. Warranty:
 - 3.1. Jarrett Construction warrants its work for the period of one year from the date of substantial completion. Additional manufacturers' warranties for longer periods shall convey to Owner. We make no representation for manufacturers' warranties and we are not responsible for said warranties.
 - 3.2. Should Owner fail to pay Jarrett Construction for any portion of any payment application or invoice submitted to Owner for performance of the work included in this agreement, then Jarrett's warranty shall become null and void and Jarrett shall have no obligation to perform any warranty work or correct any deficiencies whether or not covered by said warranty.
4. **Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
5. **Governing Law:** This Agreement will be governed by and construed under the laws of the State of West Virginia without regard to conflicts of laws principles that would require the application of any other law.
6. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Allowances

None

Clarifications

The following items detail clarifications to your proposal. Please read them carefully and do not hesitate to discuss them with us if you have any questions.

1. Architectural and engineering design and associated fees are not included in this proposal.

2. Our budget is based on nonrestricted and merit shop wage rates with the assumption that all work is to be done after normal business hours or during weekends due to the necessity of general public access to the stairwell.
3. Owner shall facilitate and coordinate access to the Work area. JCSI shall not be responsible for any costs associated with or required to gain access to the Work area unless specifically stated otherwise in this document.
4. Final Cleaning – All work areas shall be left in a broom swept and dusted clean condition. Cleaning does not include stripping and waxing of floors unless specifically stated otherwise in this proposal. Polishing of brass or other finish materials is not included in our proposal. Final cleaning of glass is to be by Owner.
5. Electrical – The scope of work was priced with the understanding that the current electrical supply is sufficient to power the new light fixtures. If it is found that the existing electrical supply does not provide sufficient power to successfully operate the fixtures, then JCSI reserves the right to present an official quote to provide the proper power supply to the fixtures. Replacement of switches and dimming capability are not included in this proposal.
6. JCSI has not and is not required to ascertain that drawings and specifications that may form a part of this agreement, nor the existing building (if any) conditions, are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but JCSI shall promptly report to the Architect (if any) and/or Owner any nonconformity discovered by or made known to JCSI as a request for information in such form as the Architect or Owner may require.

All information contained within this proposal is strictly confidential and not intended for distribution to any third party without the express written consent of Jarrett Construction Services, Inc.

Exclusions

1. Asbestos or lead paint testing or removal, or testing or removal of any other hazardous material.
2. Any work not specifically listed in this proposal.
3. Prevailing wage rates.
4. Equipment, furnishings, furniture curtain rods, etc. or relocation of the same.
5. Furniture moving or furniture mover costs.
6. Performance and Payment Bonds.
7. Permit Fees or B&O Taxes.
8. Warranty on existing equipment to be reused.

This proposal must be accepted by 10/31/2024 or it becomes null and void. The proposal must be accepted prior to commencement of construction.

Notices: All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when: (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address or person as a party may designate by notice to the other parties):

OWNER:

Owner's Name and Address



(Signature)

Signatory Name *Nathan Raybald, Administrator*

Date: 10/3/2024

CONTRACTOR:

JARRETT CONSTRUCTION SERVICES, INC.

1605 Virginia Street East
Charleston, WV 25311

(Signature)

John H Jarrett, President

Date: _____

END OF PROPOSAL

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

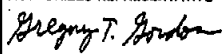
PRODUCER McGriff Insurance Services LLC 300 Summers Street, Suite #650 Charleston, WV 25301 304 346-0806		CONTACT NAME: Janet Poling PHONE (A/C, No, Ext): 304 346-0806 E-MAIL ADDRESS: Certificatesvawv@mcgriff.com FAX (A/C, No): 8887513002															
INSURED Jarrett Construction Services Inc P O Box 5250 Charleston, WV 25361-0250		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: St. Paul Surplus Lines Insurance Co</td> <td>30481</td> </tr> <tr> <td>INSURER E: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Co of Amer	25674	INSURER C: Travelers Indemnity Company	25658	INSURER D: St. Paul Surplus Lines Insurance Co	30481	INSURER E: Charter Oak Fire Insurance Company	25615	INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO9K885794	10/15/2023	10/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA3L4552812326G	10/15/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP8L2506822326	10/15/2023	10/15/2024	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3L4553122326G Includes Employers 23-4-2(d)(2)(b)	10/15/2023	10/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liab	X	X	ZCE71N66385	10/15/2023	10/15/2024	\$2,000,000 Each Cond.
D	Professional Liab	X	X	ZCE71N66385	10/15/2023	10/15/2024	\$2,000,000 Each E&O Act

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Waiver of Subrogation is included with respect to Workers Compensation and Professional Liability Coverage where required by written contract.
 Blanket Additional Insured with Waiver of Subrogation is included with respect to General Liability, Automobile Liability and Umbrella Liability Coverage where required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER Preston County Commission 106 West Main Street, Suite 202 Kingwood, WV 26537-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured with Walver of Subrogation is included with respect to Pollution Liability where required by written contract
 Project: Preston County Courthouse - Foyer Ceiling & Walls

Preston County Commission is included as an Additional Insured with a Walver of Subrogation on the General Liability; Automobile Liability and Umbrella Liability sections of the policies as required by written contract or agreement. These policies are primary and non-contributory as required by written contract or agreement.

C. Sheriff's Building

Mr. Raybeck provided a quote from H.E. Neumann in the amount of \$11,604.00 for the replacement of the hot water boiler header for the basement boilers in the Sheriff's Office. He said this was in addition to the work bringing in and conditioning outside air to the Sheriff's Office. A worst-case scenario that could cost \$250,000 to \$300,000.

In addition, this does not take into account the entirely new electrical system that would be needed to support the additional air intake, nor does it address the open sewer issue in the basement of the Sheriff's Office, which is estimated at between \$35,000 and \$45,000. It could cost \$750,000 additionally just to make the Sheriff's Office building functional.

There was discussion of whether to keep the Sheriff's Office, repurpose it, and/or build a new building. It was suggested to put it out for bid to see what the actual cost would be.

D. Budget Revisions – None

E. Miscellaneous Correspondence

- Trick or Treat will be observed on Thursday, October 31, 2024, from 5:30 p.m. to 7:00 p.m.
- Commissioner Thomas moved to approve the Letter of Support for the 2025 Bridge Investment Program Grant Opportunity for the District 4 Bridge Bundle and authorize the Preston County Commission to sign the Letter of Support. 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 COMMISSION

Don Smith, President
Hunter Thomas, Commissioner
Samantha Stone, Commissioner



October 22, 2024

The Honorable Pete Buttigieg
Secretary, U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Secretary Buttigieg,

The Preston County Commission is writing to confirm our strong support of the West Virginia Department of Highways' (WVDOH) application for federal funding through the 2025 Bridge Investment Program (BIP) discretionary grant opportunity for the District 4 Bridge Bundle which is comprised of the following bridges:

- | | |
|-----------------------------------|---|
| 1. Ace Hardware Arch | 9. Lower Scotts Run Bridge |
| 2. Eldora Bridge | 10. Meathouse Fork Bridge |
| 3. H. Laban White Memorial Bridge | 11. North Condit T-Beam |
| 4. Hazelton Overpass | 12. PFC Norville Clinton Shock Veterans Memorial Bridge |
| 5. Highland Dam Bridge | 13. Skelton Run Slab |
| 6. Horner Run Culvert | 14. Sturgiss Avenue Bridge |
| 7. Husted Fork Girder | |
| 8. Jere Slab | |

Approving this grant would allow the construction for the replacement and rehabilitation of fourteen critical bridges in North-Central West Virginia. These structures are critical pieces of infrastructure for the region as the bridges serve as primary connection points for identified disadvantaged communities to access medical facilities, food, and jobs. Providing safe, reliable infrastructure for active modes of transportation is imperative for this area.

Benefits of this bridge bundle include:

1. Responsible Asset Management – As each structure is nearing the end of its design life it is important to rehabilitate or replace the bridges to extend the useful service life. The aim

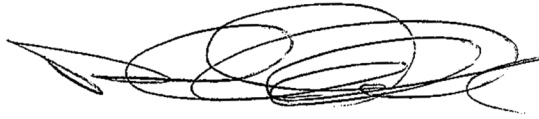
Preston County Courthouse Annex • 106 West Main Street, Suite 202, Kingwood, West Virginia 26537
Phone (304)329.1805 • Fax (304)329.3192 • TDD (304)329.0652
www.prestoncountywv.gov

of this project is to bring all (superstructure, substructure and deck) poor condition ratings into good condition.

2. System Reliability – The aging bridges identified in this bundle are in need of permanent repairs or full replacement to ensure prolonged lane closures for emergency repairs do not occur.

Thank you for your consideration.

Sincerely,



Don Smith
President

- Early voting begins Wednesday, October 23, 2024, and runs through November 2, 2024. It is held at the Election Center in the Kingwood Shopping Plaza; Monday thru Friday 8:30 a.m. – 5:30 p.m. and Saturdays 9:00 a.m. to 5:00 p.m.
- Election canvass – November 12, 2024, at 11:00 a.m.

Personnel Matters – Consideration and/or action

A. Executive Session

Legal Matters - Consideration and/or action

A. Executive Session

Information

Commissioner’s Comments

At 10:03 a.m., there being no further business to come before the Commission, President Smith declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

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10/22/2024

