

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA
#1 COURT SQUARE, SUITE 203
PARKERSBURG WV 26101

IN RE: MINUTES OF MEETING HELD
THURSDAY, FEBRUARY 24, 2011

PRESENT: DAVID BLAIR COUCH, PRESIDENT
WAYNE DUNN, COMMISSIONER
STEVE GAINER, COMMISSIONER

At 9:30 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices, orders and other correspondence.

AGENDA AND DISCUSSION ITEMS

At 10:30 A.M., Mike Dennis, Director of the Wood County Senior Citizens' Center, met with the Commission to update them on the Center. He asked the Commission to consider them when they are constructing the budget for the next fiscal year.

The 10:45 A.M. topic Dog Ordinance was not discussed as they are going to wait until the Director of the Humane Society appears before the Commission next week.

At 11:00 A.M., the County Commission visited properties for the Board of Review and Equalization.

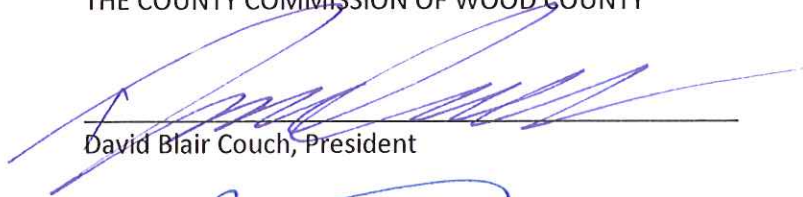
ORDERS APPROVED AND ATTACHED TO THESE MINUTES

A/714, A/715, A/716, A/718, A/719, A/720, A/721, A/722, M/1340, M/1341, M/1342,
M/1343 and M/1344

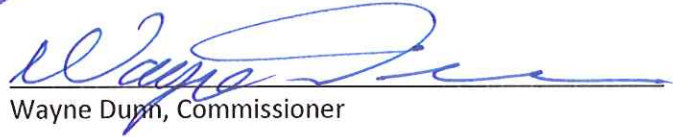
Having no further scheduled appointments or business to attend to, the County Commission adjourned.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

Wood County Commission Meeting
Held February 24, 2011

Please Print

1.	Michael Dennis WESC
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Wood County Commission

02/24/2011

1 Court Square, Suite 203
Parkersburg, WV 26101

Agenda topics

9:30 AM	APPROVE AND SIGN MINUTES, ORDERS, PURCHASE ORDERS, INVOICES, NEW ROAD NAMES AND ANY OTHER ADMINISTRATIVE DUTIES	MARTY SEUFER, COUNTY ADMINISTRATOR
10:30 AM	UPDATE ON SENIOR CITIZENS	MIKE DENNIS
10:45 AM	DISCUSS DOG ORDINANCE	
11:00 AM	VISIT PROPERTIES FOR BOARD OF REVIEW AND EQUALIZATION	

Special notes:

1. Vacancies on Boards and Commissions
2. Building Enforcement Properties
3. Contribution Requests
4. County Facilities
5. Meldahl Subdivision Agreement
6. Discuss Humane Society Contract
7. Phillips Court Alley – WTAP
8. Discuss Change Orders for Justice Center
9. CAS Agreement (911)
10. Wirt County Agreement (911)

2/24/11
69/399

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE STOP VIOLENCE AGAINST WOMEN GRANT NUMBER 08-VAW-013. SAID REIMBURSEMENT IS IN THE AMOUNT OF \$721.61.

ORDER

On this date, the County Commission of Wood County upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in the amount of seven hundred twenty-one dollars and sixty-one cents (\$721.61) as requested for the month of November, 2010 for the Stop Violence Against Women Grant Number 08-VAW-013. In addition to the Request for Reimbursement, the Monthly Reports for the Wood County S.A.F.E. Team and the Project Financial Reports are being submitted to the Criminal Justice Services, Charleston, West Virginia.


A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.

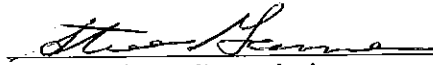
Documentation pertaining to the STOP Violence Against Women Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Wayne Dunn, Commissioner


Steve Gainer, Commissioner

WEST VIRGINIA Division of Criminal Justice Services	Request for Reimbursement
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2/24/11
69/399

RECEIVED (For DCJS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Project #: 08-VAW-013
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures FROM: 11/1/10 TO: 11/30/10

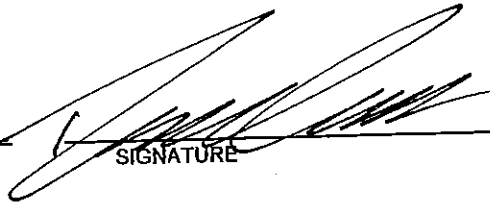
PROJECT CASH EXPENDITURES

Account #	Amount
08-VAW-013/Law Enforcement	\$721.61
TOTAL	\$721.61

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President  2/24/11
TYPED NAME & TITLE SIGNATURE DATE
 (Authorized Official or Grant Financial Officer ONLY)

DCJS USE ONLY

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ _____
Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

_____ Program Accountant
 Date

FEBRUARY 24, 2011

2/24/11
69/393

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE STOP VIOLENCE AGAINST WOMEN GRANT NUMBER 08-VAW-013. SAID REIMBURSEMENT IS IN THE AMOUNT OF \$28.36.

ORDER

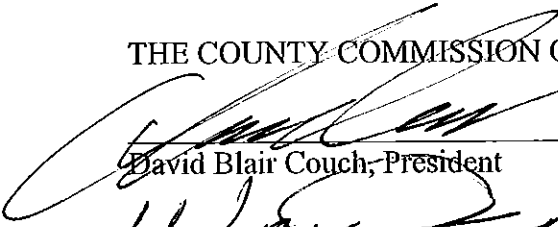
On this date, the County Commission of Wood County upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in the amount of twenty-eight dollars and thirty-six cents (\$28.36) as requested for the month of December, 2010 for the Stop Violence Against Women Grant Number 08-VAW-013. In addition to the Request for Reimbursement, the Monthly Reports for the Wood County S.A.F.E. Team and the Project Financial Reports are being submitted to the Criminal Justice Services, Charleston, West Virginia.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.


Documentation pertaining to the STOP Violence Against Women Program Grant is on file in the Office of the County Administrator.

APPROVED:

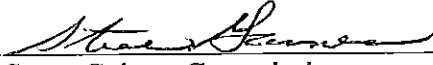
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

WEST VIRGINIA Division of Criminal Justice Services	Request for Reimbursement
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2/24/11
69/399

RECEIVED (For DCJS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Project #: 08-VAW-013
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures FROM: 12/1/10 TO: 12/31/10

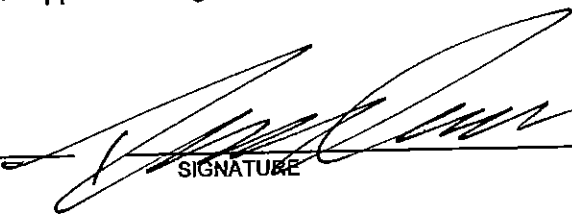
PROJECT CASH EXPENDITURES

Account #	Amount
08-VAW-013/Law Enforcement	\$28.36
TOTAL	\$28.36

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President  2/24/11
TYPED NAME & TITLE SIGNATURE DATE
 (Authorized Official or Grant Financial Officer ONLY)

DCJS USE ONLY

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ _____
Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

_____ _____
Date Program Accountant

2/24/11
69/399

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE STOP VIOLENCE AGAINST WOMEN GRANT NUMBER 08-VAW-013. SAID REIMBURSEMENT IS IN THE AMOUNT OF \$840.80.

ORDER

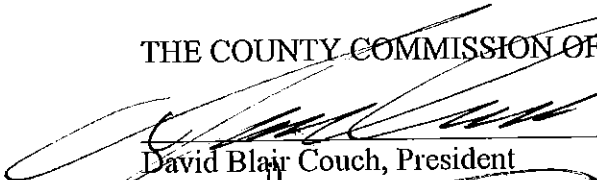
On this date, the County Commission of Wood County upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in the amount of eight hundred forty dollars and eighty cents (\$840.80) as requested for the month of October, 2010 for the Stop Violence Against Women Grant Number 08-VAW-013. In addition to the Request for Reimbursement, the Monthly Reports for the Wood County S.A.F.E. Team and the Project Financial Reports are being submitted to the Criminal Justice Services, Charleston, West Virginia.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.


Documentation pertaining to the STOP Violence Against Women Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

WEST VIRGINIA Division of Criminal Justice Services	Request for Reimbursement
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2/24/11
69/399

RECEIVED (For DCJS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Project #: 08-VAW-013
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures FROM: 10/1/10 TO: 10/31/10

PROJECT CASH EXPENDITURES

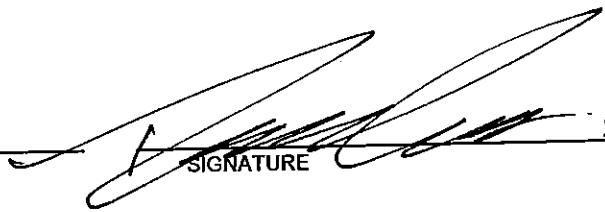
Account #	Amount
08-VAW-013/Law Enforcement	\$840.80
TOTAL	\$840.80

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President
TYPED NAME & TITLE


SIGNATURE

2/24/11
DATE

(Authorized Official or Grant Financial Officer ONLY)

DCJS USE ONLY	
ADMINISTRATIVE APPROVAL: This request is approved in the amount of \$ _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Initials Date </div> Pursuant to the authority vested in me, I certify that this request is correct and proper for payment. <div style="display: flex; justify-content: space-between; width: 100%;"> _____ _____ </div> <div style="display: flex; justify-content: space-between; width: 100%;"> <small>Date</small> <small>Program Accountant</small> </div>	

FEBRUARY 24, 2011

2/24/11
69/408

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE WV DIVISION OF CRIMINAL JUSTICE SERVICES GRANT NO. 09-VAWR-11. SAID REQUEST IS IN THE AMOUNT OF \$1,461.10.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission to sign the Request for Reimbursement in regard to the West Virginia Division of Criminal Justice Services Grant No. 09-VAWR-11. Said request is in the amount of one thousand four hundred sixty-one dollars and ten cents (\$1,461.10) for the month of November, 2010. Along with the Request for Reimbursement Form; a Financial Recap Page; the Project Financial Report; time sheets for the Parkersburg Police Department; and the Monthly Project Director's Report have been submitted.

A copy of the Request for Reimbursement is attached to this ORDER and should be made a part thereof.

Documentation pertaining to the Division of Criminal Justice Services Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Wayne Dunn, Commissioner


Steve Gainer, Commissioner

WEST VIRGINIA Division of Justice and Community Services	Request for Reimbursement	2/24/11 69/408
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RECEIVED (For DJCS Use Only)	Subgrantee: <u>Wood County Commission</u>
	Address: <u>One Court Square, Suite 203</u> <u>Parkersburg, WV 26101</u>
	Project #: <u>09-VAWR-11</u>
	FEIN#: <u>556 000 417</u>
	Funds are hereby requested to cover expenditures
	FROM: <u>11/1/10</u> TO: <u>11/30/10</u>

PROJECT CASH EXPENDITURES


Account #	Amount
09-VAWR-11/Prosecuting Attorney	\$843.92
09-VAWR-11/Law Enforcement	\$617.18
TOTAL	\$1,461.10

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President
Wood County Commission
TYPED NAME & TITLE


SIGNATURE

2/24/11
DATE

(Authorized Official or Grant Financial Officer ONLY)

DJCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
Date	Program Accountant

2/24/11
69/400

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE VICTIMS OF CRIME ADVOCATE GRANT NUMBER 09-VA-048. SAID REQUEST IS IN THE AMOUNT OF \$3,121.90.

ORDER

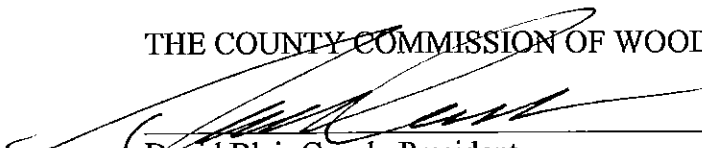
On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Victims of Crime Advocate Grant Number 09-VA-048. The Request for Reimbursement is in the amount of three thousand one hundred twenty-one dollars and ninety cents (\$3,121.90) for the month of December, 2010. Along with the Request for Reimbursement Form; a Financial Recap Page; Project Financial Report; Daily Time Sheets for the Victims Advocate, Tiffany Kiger; Daily Time Sheets for Assistant Victims Advocate, Mary Ann Copeland; Intern Heather DeMetro; Monthly Progress Reports, Monthly Statistical Report and Minutes of the County Commission of Wood County have been submitted.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.

Documentation pertaining to the Victims of Crime Advocate Grant is on file in the Office of the County Administrator.

APPROVED:


THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

WEST VIRGINIA Division of Criminal Justice Services	Request for Reimbursement	2/24/11 69/400
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RECEIVED (For DCJS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Project #: 09-VA-040
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures
	FROM: 12/1/10 TO: 12/31/10

PROJECT CASH EXPENDITURES

CATEGORY	AMOUNT
Personnel/Contractual	\$3,121.90
Travel/Training	
Space	
Other	
TOTAL	\$3,121.90

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President, Wood County Commission
 TYPED NAME & TITLE


 SIGNATURE

2/24/11
 DATE

(Authorized Official or Grant Financial Officer ONLY)

DCJS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
_____	_____
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____	_____
Date	Program Accountant

FEBRUARY 24, 2011

2/24/11
69/400

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F11-HS-03-402-154. SAID REQUEST IS IN THE AMOUNT OF \$1,393.54.

ORDER

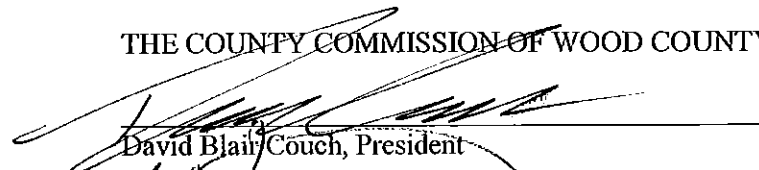
On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Governor's Highway Safety Program Grant Number F11-HS-03-402-154. The Request for Reimbursement is in the amount of one thousand three hundred ninety-three dollars and fifty-four cents (\$1,393.54) for the month of January, 2011. The Request for Reimbursement form, the Program Activity Report, the Project Financial Report, the time sheets for Tiano-Knopp Associates, the Wood County Sheriff's Department, the Ritchie County Sheriff's Department, the Ripley Police Department, the West Union Police Department, and the Monthly Progress Report have been submitted.

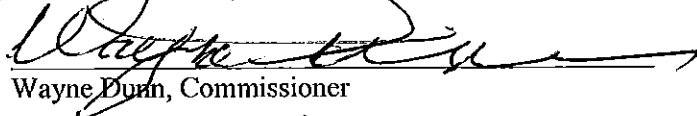
A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.

Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Wayne Dunn, Commissioner


Steve Gainer, Commissioner

GOVERNOR'S HIGHWAY SAFETY PROGRAM

2/24/11
69/400

2 Hale Street, Suite 100
Charleston, WV 25301

TELEPHONE: (304) 558-6080

FAX: (304) 558-6083

REQUEST FOR REIMBURSEMENT

RECEIVED (For DCJS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Grant Number: F11-HS-03-402-154
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures FROM: 1/1/11 TO: 1/31/11

PROJECT CASH EXPENDITURES

Account #	Amount
F11-HS-03-402-154	\$1,393.54
TOTAL	\$1,393.54

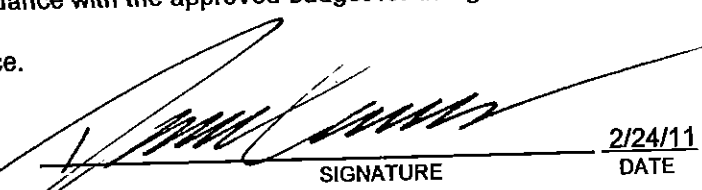
CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President
Wood County Commission

TYPED NAME & TITLE


SIGNATURE

2/24/11
DATE

(Authorized Official or Grant Financial Officer ONLY)

GOVERNOR'S HIGHWAY SAFETY USE ONLY

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ _____
Initials _____ Date _____

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

_____ Date

_____ Program Officer

2/24/11
69/400

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

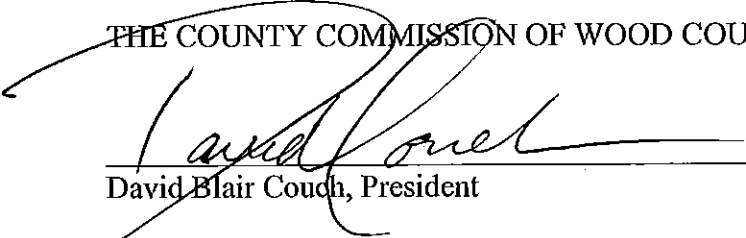
IN RE: THE COUNTY COMMISSION WAS MADE AWARE THAT JEFF REED SHOULD BE REMOVED FROM THE WOOD COUNTY COMMISSION ON CRIME, DELINQUENCY AND CORRECTION

ORDER

On this date, the County Commission of Wood County was made aware of the removal of Jeff Reed from the Wood County Commission on Crime, Delinquency and Correction. Jane Burdette, by email, informed the Commission of this removal as well as the fact that this will result in the Crime Commission having twenty-nine members.

APPROVED:

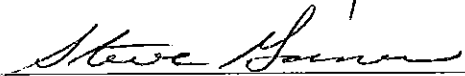
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

A/721

2/24/11
69/401

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A REQUEST FOR REIMBURSEMENT FOR WEST VIRGINIA DCJS ENFORCING THE UNDERAGE DRINKING LAWS GRANT PROGRAM #09-EUD-127 IN THE AMOUNT OF \$2,000.00.

ORDER


On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf the County Commission, to EXECUTE the Request for Reimbursement and applicable forms for the West Virginia Division of Criminal Justice Services Enforcing The Underage Drinking Laws Grant Program Number 09-EUD-127. Said Request for Reimbursement is in the amount of two thousand dollars and zero cents (\$2,000.00) for the month of January, 2011. Along with the Request for Reimbursement Form; a Financial Recap Page; and Project Financial Report; the Time Sheets for Allison Bennett, SOBER Community Mobilizer Director; the Monthly Project Director's report; and the resignation of Community Mobilizer, Allison Bennett are being submitted.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.

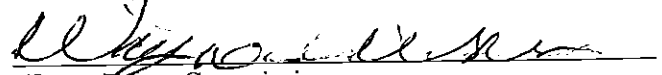
Documentation pertaining to the Enforcing the Underage Drinking Laws Grant is on file in the Office of the County Administrator.

APPROVED:

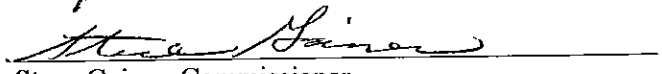
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

WEST VIRGINIA Division of Justice and Community Services	Request for Reimbursement
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2/24/11
69/401

RECEIVED (For DJCS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Project #: 09-EUD-127
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures
	FROM: 1/1/11 TO: 1/31/11

PROJECT CASH EXPENDITURES

CATEGORY	AMOUNT
Personnel/Contractual	\$-0-
Travel/Training	\$-0-
Space	\$-0-
Other	\$2,000.00
TOTAL	2,000.00

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President, Wood County Commission
 TYPED NAME & TITLE


 SIGNATURE

2/24/11
 DATE

(Authorized Official or Grant Financial Officer ONLY)

DJCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	_____
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____ Date	_____ Program Accountant

FEBRUARY 24, 2011

2/24/11
67/401

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE MARSHALL COUNTY FAMILY RESOURCE NETWORK IN THE AMOUNT OF \$480.00 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE SUBSTANCE ABUSE PREVENTION SERVICES GRANT NUMBER 16-SAPS-2011.

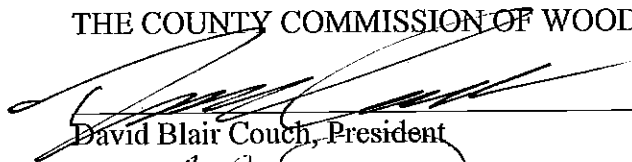
ORDER

On this date, the County Commission of Wood County was in receipt of a check from the Marshall County Family Resource Network in the amount of four hundred eighty dollars and zero cents (\$480.00) represents reimbursement to Wood County for expenses incurred during the month of December, 2010, in regard to the Substance Abuse Prevention Services Grant Number 16-SAPS-2011.


Documentation pertaining to the Substance Abuse Prevention Services Grant is on file in the Office of the County Administrator.

APPROVED:

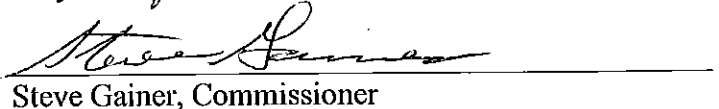
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

M/1340

2/24/11
69/401

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID
BLAIR COUCH, AS PRESIDENT, TO EXECUTE A DEDICATED
INTERNET ACCESS AGREEMENT FOR THE E-911 CENTER.

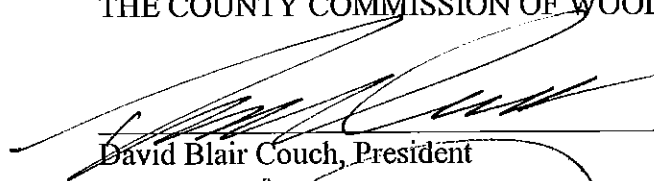
ORDER

On this date, the County Commission of Wood County, upon a motion made by Wayne
Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby
AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County
Commission, to EXECUTE a Dedicated Internet Access Agreement with CAS Cable Company for
the Wood County E-911. Said Agreement is for a period of three (3) years at a rate of four hundred
fifteen dollars and zero cents (\$415.00) per month.

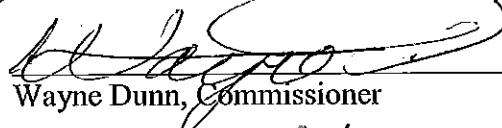
A copy of the Agreement is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

M/1341



2/24/11
69/401

CAS Dedicated Internet Access Agreement

1. **Services.** CAS hereby agrees to provide dedicated Internet access and technical and maintenance support (the "Services") to Customer in exchange for the fees set forth in Paragraph 3 of this Agreement. All customer premise equipment installed at the Customer location to provision access remains the property of CAS.
2. **Term.** The Term of this Internet Access Agreement, shall be for a period of Three (3) years, contingent upon funding as described in the non-appropriations clause herein. Thereafter, this Agreement shall automatically be renewed on a month to month basis unless terminated by either party upon Sixty (60) days written notice to the other party prior to the end of the Term or any renewal hereof. During the term or any renewal hereof, CAS reserves the right to modify the Fees set forth in Paragraph 3 herein below. If Customer does not agree to any Increase In Fees, this Agreement shall terminate on the date that is Forty-five (45) days after Customer gives notice in writing to CAS of its rejection of such increase and, during such period prior to termination, the previous charges will apply.
3. **Fees.** Fees for Services shall be paid in accordance with Schedule 1 hereto. A late payment charge equal to Five (5%) percent shall be applied to all unpaid fees due hereunder or such other rate as is permitted by law, whichever is lower.
4. **Access.** Internet access shall be available to Customer twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of service due to causes beyond the control of CAS including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. In the event of any loss or interruption of service, Customer's sole and exclusive remedy, and CAS's sole and exclusive liability, for any loss or interruption of services which is due to (i) causes other than scheduled maintenance and required repairs; or (ii) causes beyond the control of CAS; or (iii) causes which are not reasonably foreseeable by CAS, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, which loss or interruption of services exceeds a continual period of twenty-four (24) hours, shall be the receipt of a credit against future services equal to a pro rata portion of Fees for the period of downtime. Access speeds set forth in Schedule 1 represent maximums and actual transmission speeds may be less depending on network conditions, infrastructure capabilities and other factors beyond the control of CAS.
5. **Customer Responsibilities.** Customer will comply at all times with the terms and conditions of this Agreement and the CAS Service and Equipment User Agreement. Customer may not resell any Services without the prior written consent of CAS.
6. **Restrictions on Use.** Customer shall not and shall not permit others, including its employees and agents, to reproduce, reverse-engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell or sublease any Services. Except as otherwise provided, no license, title or right is granted to Customer to use any CAS marks, intellectual property or copyrighted materials or any CAS software or hardware.
7. **No Warranties.** CAS provides Services to Customer on an AS IS and AS AVAILABLE BASIS and CAS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, all of which warranties are expressly disclaimed by CAS with regard to CAS's Services. No oral advice or written information provided by CAS shall constitute a warranty. CUSTOMER AGREES THAT ITS USE OF CAS'S SERVICES IS AT CUSTOMER'S OWN RISK AND THAT, EXCEPT AS OTHERWISE PROVIDED, CAS SHALL NOT BE RESPONSIBLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY, INTERRUPTION OF SERVICE, DATA LOSS, OR THE USE OR INABILITY TO USE SERVICES.
9. **Representations and Warranties of Customer.** Customer represents and warrants to CAS that: (1) Customer is duly organized and validly existing and has the legal power and authority to enter into this Agreement and to perform its obligations hereunder; (2) the person signing this Agreement on behalf of Customer is duly authorized to do so, and upon its execution by such person, this Agreement is the valid and legally binding obligation of Customer; (3) Customer's services, products, materials, data, information used connection with this Agreement, if any, as well as Customer's use of the Services does not and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation; and (4) Customer acknowledges that the Services do not include any voice telephony transmission services, chat rooms and bulletin boards and Customer will use the Services only for Internet and data transmission.
10. **Liability.** Customer agrees that CAS shall not be liable for any direct, indirect, incidental, consequential or other damages resulting in any way from Customer's use of, or inability to use, CAS's Services. Customer agrees to indemnify and hold harmless CAS, its parents, members, managers, divisions, subsidiaries, agents, employees, officers, directors, shareholders, affiliates and successors from and against any and all claims, liabilities, damages and expenses, including attorney's fees, resulting or alleged to result in any way from (a) Customer's use of, or inability to use, any Services provided by CAS; (b) Customer's violation of the terms of this Agreement; and/or (c) the negligence or willful misconduct of Customer.
11. **Termination.** CAS may immediately terminate this Agreement at any time upon written notice to Customer in the event that (i) Customer fails to pay, when due, any Fees owing to CAS under this Agreement; or (ii) if a petition under any foreign, state or United States bankruptcy act, receivership statute or the like, is filed by Customer; or (iii) if such a petition is filed by any third party, or an application for a receiver of the Customer is made by anyone. Either party may immediately terminate this Agreement in the event that the other party materially breaches any of its representations, warranties, obligations or agreements hereunder, and such breach is not cured within Ten



- (10) days following receipt of written notice of such breach from the non-breaching party. In the event that Customer terminates this Agreement prior to the end of the initial term or any renewal thereof for reasons other than a material breach by CAS, Customer will be billed, and shall be required to pay as liquidated damages, early termination charges equal to the monthly average of fees paid during the term or any renewal, multiplied by the number of months remaining in the term or renewal, as the case may be.
12. **Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereby, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
13. **Non-Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.
14. **Modification.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.
15. **Applicable Law and Binding Effect.** This Agreement shall be construed and interpreted under and pursuant to the laws of the State of West Virginia, and it shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
16. **Notice.** Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by registered or certified mail to the other party at such party's last known address.
17. **Headings.** Headings and captions used herein are for convenience purposes only and shall not be relied upon to interpret the operation of the provisions of this Agreement.
18. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.
19. **Independent Contractor.** CAS and its employees, representatives and personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Customer.
20. **Assignment.** Customer may not assign this Agreement to any other party without the prior written consent of CAS, which consent shall not be unreasonably withheld. CAS may assign its right, duties and obligations hereunder upon Thirty (30) days written notice to Customer. Customer agrees that an assignment by CAS shall be binding upon Customer and that all the terms and conditions contained herein shall survive any such assignment.
21. **Non-Appropriations Clause.** The Wood County Central Telecommunications Center's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Wood County Commission or funds independently available through the collection of fees by the Wood County Central Telecommunications Center. Should said funds not be appropriated and not available as otherwise specified, the Wood County Central Telecommunications Center may terminate this agreement with respect to those payments for succeeding fiscal years for which such funds are not appropriated. All obligations of the Wood County Central Telecommunications Center's to make payments after the termination date will cease.
22. **Limitation of Liability.** The Wood County Central Telecommunications Center, as an agency of a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
23. **Confidentiality.** Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
24. **Amendments.** All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.
25. **Hold Harmless.** Any clause requiring the Wood County Central Telecommunications Center to indemnify or hold harmless any party is hereby deleted in its entirety.



IN WITNESS WHEREOF, the parties hereto have caused this Internet Access Agreement to be executed as of the day and year first above written.

CAS, Inc.

Wood County Commission

By _____

By *[Signature]*

Name _____

Name Blair Couch

Its _____

Its President

Date _____

Date _____

Location Wood County 911 Center located at 911 Core Road

Schedule 1

Item	Product Info	Initial	Monthly
IP- 10 meg	10 meg	\$0 NRC	\$415
Total			\$415

FEBRUARY 24, 2011

2/24/11
69/481

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE AN E-911 DISPATCH SERVICE AGREEMENT WITH THE WIRT COUNTY COMMISSION.


ORDER

On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE an E-911 Dispatch Service Agreement with the Wirt County Commission. Said Agreement is to provide E-911 Dispatch Services at the rate of six thousand two hundred fifty-dollars and zero cents (\$6,250.00) per month beginning January 1, 2011 and ending on January 1, 2016.

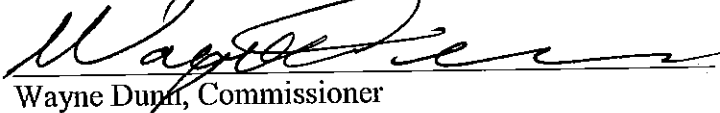
A copy of the Agreement is attached to this Order and should be made a part thereof.

APPROVED:

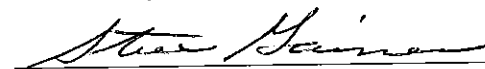
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

M/1342

2/24/11
69/401

E-911 DISPATCH SERVICE AGREEMENT

The following instrument shall serve as an Agreement between the County Commission of Wood County, West Virginia, Parties of the First Part, (Hereafter Wood County); and the County Commission of Wirt County, West Virginia, Parties of the Second Part, (Hereafter Wirt County).

I. INTENT:

The intent of this Agreement is for Wood County and Wirt County to enter into a contract. Under the terms of this Agreement, Wood County shall provide a Dispatch Service as well as an Enhanced 911 Service for Wirt County, its citizens, and its Public Safety and Emergency Services Organizations for a monthly contract fee.

II. TERM:

The Term of this Agreement shall be for a five (5) year period commencing January 1, 2011, and ending January 1, 2016.

III. CANCELLATION:

This Agreement may be cancelled without additional recourse by either party at any time. This shall only be done by the service of a written notice by either party on the other party which states the intent to so cancel no sooner than sixty (60) days from the date of such service of notice.

IV. EFFECTIVE DATE:

This Agreement shall become effective on January 1, 2011.

V. SERVICES TO BE PROVIDED BY WOOD COUNTY:

Wood County shall provide Wirt County with the following:

- (1) Wood County shall provide and maintain a 24 hour fully staffed answering service for all emergency calls originating within the boundaries of or requesting service for the residents of Wirt County.
- (2) Wood County shall provide all necessary manpower to answer these calls and notify the proper Wirt County agencies and organizations of these calls. It shall then dispatch the calls and

relay information in a timely manner, as outlined in a procedure manual, to answer the request for aid from these agencies and organizations.

- (3) These calls for emergency help shall be answered and handled for all agencies within Wirt County, including, but not necessarily limited to the following: Wirt County Sheriff's Department; Elizabeth/Wirt Volunteer Fire Department; Wirt County Emergency Squad; West Virginia State Police; as well as any other agency of Wirt County which might be needed from time to time to provide some emergency service.
- (4) Wood County will also provide these same services for these agencies and organizations of Wirt County when there is a need to contact and/or dispatch them even if the call is not deemed to be a "True Emergency".
- (5) Wood County will use agreed upon procedures for the dispatching, including initiating any necessary phone calls, radio messages, paging, etc., to assure that the proper agencies and/or individuals are contacted and dispatched.
- (6) Wood County will continue to remain, when possible, in contact with any Wirt County agency or organization after the initial notification of a call. This will be done to offer all support and back up services normally provided by a full service dispatch center to assure prompt and complete handling of an emergency.
- (7) Wood County will provide to Wirt County and the agencies who have need for it, a monthly report of activity and calls dispatched.
- (8) Wood County will record and keep for a reasonable time, pursuant to the policies and procedures of the Central Telecommunications Center, and make available when requested in a timely manner, a tape recorded copy of any telephone call and or radio conversation. These may be requested when needed for investigative purposes or for use in a Court of Law for the purpose of providing evidence of events and or conversations which took place.
- (9) Wood County will, as a service, provide the non-emergency types of work normally provided by a dispatch center such as

teletypes and license checks for officers. It will also, as feasible, practice the monitoring of officers in the field as to their status, location, etc., for their safety and well-being.

- (10) Wood County shall maintain all phone and radio equipment physically located in Wood County.
- (11) Wood County shall provide Enhanced 911 Service to the citizens of Wirt County upon the Wirt County Commission providing compatible map data as further defined herein.

VI. SERVICE AND FEES TO BE PROVIDED BY WIRT COUNTY:

Wirt County will provide Wood County with the following:

- (1) Wirt County will pay the Wood County Commission the sum of \$6,250.00 per month, or an annual fee of \$75,000.00, effective January 1, 2011.
- (2) Wirt County shall provide and make available to Wood County the necessary radios, telephone lines, etc., to make it possible for Wood County to properly contact and dispatch the Wirt County agencies and organizations.
- (3) Wirt County shall provide at least one seven digit phone number and line for the use of the residents of Wirt County in contacting the Dispatch Center.
- (4) Wirt County shall maintain all radio and phone equipment physically located in Wirt County.
- (5) The Wirt County Commission shall be responsible for ensuring radio coverage within the boundaries of Wirt County, West Virginia to enable emergency responders to receive communications from the Central Telecommunications Center of Wood County.
- (6) The Wirt County Commission shall be responsible for the costs of mapping within the boundaries of Wirt County, West Virginia, and when completed shall make the same available to the Central Telecommunications Center of Wood County in a compatible format. The Wirt County Commission is further

responsible for the costs of downloading said mapping information and any updates thereto.

VII. HOLD HARMLESS:

Both parties of this Agreement agree to hold each other harmless from cost or liability for any failure to effectively provide the service or action required under the terms of this Contract except in cases of willful neglect of responsibility.

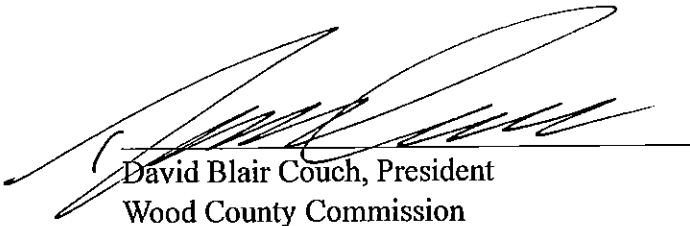
VIII. REPRESENTATION:

In return for its fee paid, Wood County additionally agrees to afford Wirt County representation on the Advisory Board of its Dispatch Center by seating one (1) person as designated by Wirt County on such Advisory Board.

IX. PRIORITIZATION OF CALLS:

Notwithstanding normal procedures for handling and prioritization of calls, Wood County guarantees that all calls will be dispatched and handled without regard to the County of their origination.

APPROVED:



David Blair Couch, President
Wood County Commission

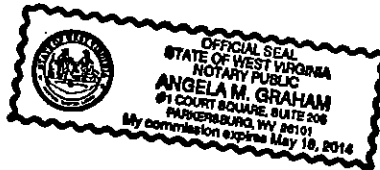
Robert E. Lowe Jr., President
Wirt County Commission

STATE OF WEST VIRGINIA
COUNTY OF WOOD:

The foregoing instrument was acknowledged before me
this 24th day of February, 2011, by David Blair Couch,
President of the Wood County Commission, on behalf of the said County
Commission.

Angela M. Graham
Notary Public

My Commission expires
on May 18, 2014.



STATE OF WEST VIRGINIA
COUNTY OF WIRT:

The foregoing instrument was acknowledged before me
this _____ day of _____, 2011, by Robert E.
Lowe Jr., President of the Wirt County Commission, on behalf of the said County
Commission.

Notary Public

My Commission expires
on _____.

RESOLUTION AUTHORIZING THE FILING OF AN INTERGOVERNMENTAL
AGREEMENT

BETWEEN WOOD COUNTY AND WIRT COUNTY FOR
ENHANCED 911 DISPATCH SERVICES

WHEREAS, the County Commission of Wirt County, West Virginia, finds it necessary and desirable to enter into a contract with the County Commission of Wood County, West Virginia, to provide an Enhanced 911 Dispatch Service for Wirt County for a monthly contract fee.

NOW, THEREFORE, BE IT RESOLVED that the County Commission of Wirt County, West Virginia, hereby agrees to enter into an Intergovernmental Agreement with the County Commission of Wood County, West Virginia, for the provision of Enhanced 911 Dispatch Services and further authorizes the President of the Wirt County Commission to act as official representative of the Wirt County Commission and to execute said Agreement on behalf of the Wirt County Commission.

ADOPTED this _____ day
of _____ 2011.

APPROVED:

THE COUNTY COMMISSION OF WIRT COUNTY:

ROBERT L. GUNNOE JR., Commissioner

CHARLES R. MURRAY, Commissioner

ROBERT E. LOWE JR., President

Teste: _____
Suellen Calebaugh, Clerk of Wirt County

RESOLUTION AUTHORIZING THE FILING OF AN INTERGOVERNMENTAL AGREEMENT

BETWEEN WOOD COUNTY AND WIRT COUNTY FOR
ENHANCED 911 DISPATCH SERVICES

WHEREAS, the County Commission of Wood County, West Virginia, finds it necessary and desirable to enter into a contract with the County Commission of Wirt County, West Virginia, to provide an Enhanced 911 Dispatch Service for Wirt County for a monthly contract fee.

NOW, THEREFORE, BE IT RESOLVED that the County Commission of Wood County, West Virginia, hereby agrees to enter into an Intergovernmental Agreement with the County Commission of Wirt County, West Virginia, for the provision of Enhanced 911 Dispatch Services and further authorizes the President of the Wood County Commission to act as official representative of the Wood County Commission and to execute said Agreement on behalf of the Wood County Commission.

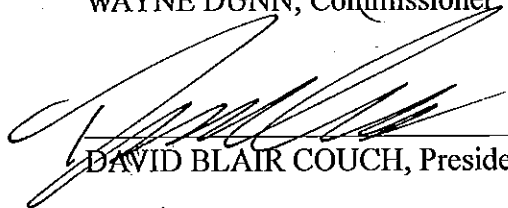
ADOPTED this 24th day
of February 2011.

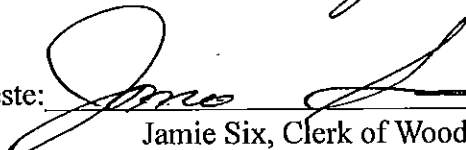
APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY:


STEVE GAINER, Commissioner


WAYNE DUNN, Commissioner


DAVID BLAIR COUCH, President

Teste: 
Jamie Six, Clerk of Wood County

2/24/11
69/401

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE A
CHANGE ORDER FOR THE CONSTRUCTION OF THE WOOD
COUNTY JUSTICE CENTER.

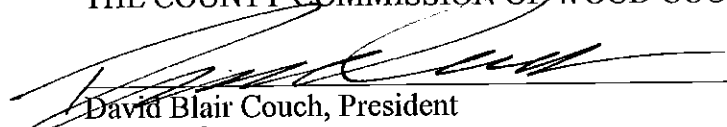
ORDER

On this date, the County Commission of Wood County upon a motion made by Wayne
Dunn, seconded by Steve Gainer, and made unanimous by David Blair Couch, did hereby
AUTHORIZE Proposed Change Order Number 002R1 for construction of the Wood County
Justice Center to be APPROVED. Said Change Order is for additional concrete work required.
Said Change Order is in the amount of nineteen thousand seven hundred sixty-seven dollars and
ten cents (\$19,767.10).


A copy of said Change Order is attached to this Order and should be made a part thereof.

APPROVED:

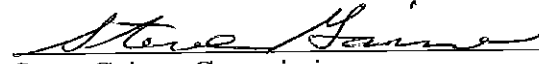
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

M/1343

W-5-BL

Jarvis, Downing & Emch, Inc.

200 G. C. & P. Road
P. O. Box 6253
Wheeling, WV 26003

Phone: 304-232-5000
Fax: 304-232-0619

PROPOSED CHANGE ORDER No. 002R1

TITLE: Additional Concrete Cutting
PROJECT: Wood Co. Commission - Justice Center
TO: Attn: Glenn Savage
ZMM, Inc.
222 Lee Street, West
Charleston, WV 25302
Phone: 304-342-0159 Fax: 304-345-8144

DATE: 2/23/2011 *2/24/11*
JOB: 3168 *69/401*
CONTRACT NO: 1

RE: PCO

To: ZMM

From: JAR

Number: 002R1

DESCRIPTION OF PROPOSAL

JD&E is pleased to provide pricing for work changes in accordance with the following documents from ZMM:

Memo dated 2/21/11, Change in Scope - Foundations
Supplemental Drawing SD2-1R1
Drawing P1-1R1, Rev. #1,

due to 10-inch structural slab below 4-inch floor.

If this is acceptable, please issue a change order at your earliest convenience.

cc: Marty Seuffer, Wood County Commission

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
01.00	SUBCONTRACTS:		1.000	Lot	\$0.00	0.00%	\$0.00	\$0.00
01.01	Accurate Pro-Cut (attached)		1.000	Lot	\$13,826.64	0.00%	\$0.00	\$13,826.64
01.02	Brown's Excavating (attached)		1.000	Lot	\$965.03	0.00%	\$0.00	\$965.03
01.03	Carver's Plumbing (attached)		1.000	Lot	\$3,250.00	0.00%	\$0.00	\$3,250.00
01.04	JD&E OH&P @ 10%		1.000	Lot	\$1,804.17	0.00%	\$0.00	\$1,804.17
02.00	JD&E LABOR:		1.000	Lot	\$0.00	0.00%	\$0.00	\$0.00
02.01	Credit to eliminate concrete footings in Detention Area per Memo dated 2/21/11, Lump Sum:		1.000	Lot	(\$5,800.00)	0.00%	\$0.00	(\$5,800.00)
02.02	Add to drill/grout dowels at CMU walls, backfill all trenches in Detention Area and all areas required by plumbing rough-ins, Lump Sum:		1.000	Lot	\$5,100.00	0.00%	\$0.00	\$5,100.00
03.00	Bond @ 1.18%		1.000	Lot	\$225.92	0.00%	\$0.00	\$225.92
04.00	B&O Tax @ 2%		1.000	Lot	\$395.34	0.00%	\$0.00	\$395.34

APPROVAL:

By: _____
Jason Costello

By: _____
Glenn Savage

Date: _____

Date: _____

Jarvis, Downing & Emch, Inc.200 G. C. & P. Road
P. O. Box 6253
Wheeling, WV 26003Phone: 304-232-5000
Fax: 304-232-0619**PROPOSED CHANGE ORDER****No. 002R1**

TITLE: Additional Concrete Cutting**DATE:** 2/23/2011**PROJECT:** Wood Co. Commission - Justice Center**JOB:** 3168**TO:** Attn: Glenn Savage
ZMM, Inc.
222 Lee Street, West
Charleston, WV 25302
Phone: 304-342-0159 Fax: 304-345-8144**CONTRACT NO:** 1**RE:** PCO**To:** ZMM**From:** JAR**Number:** 002R1**DESCRIPTION OF PROPOSAL**

Unit Cost:	\$19,767.10
Unit Tax:	\$0.00
Unit Total:	\$19,767.10

APPROVAL:**By:** _____
Jason Costello**By:** _____
Glenn Savage**Date:** _____**Date:** _____



2409 Division Street North
 Parkersburg, WV 26101
 Phone: 304-428-1937
 Toll Free: 877-272-1288
 Fax: 304-428-2937
 Email: accurate-pro-cut@suddenlink.net

Date: February 23, 2011
 Expiration Date: 07/15/11

To: Jason Costello
 J D & E Inc.
 304-670-5656

Estimator	Project Name	Job Location
Rob Ross	Wood Co. Justice Cir. - FINAL REVISION	Parkersburg, WV

Qty	Description	Unit Price	Line Total
480'	Flat Saw trenches inside 60' x 60' area into 2' x 2' removable pieces thru 9" thick concrete slab	\$4.05 / ft.	\$1923.00
1	Removal & Offsite Disposal of all Carvers' original trenches & revised trenches (Pricing does not include original sub contract 3168-26 for \$6,890.00)	-	\$8100.00
1	Mobilization Fee	-	0
		Subtotal	\$13,044.00
		Sales Tax	\$782.64
		Total	\$13826.64

Above pricing is based on the following conditions:

- Contractor will provide layout of all holes to be drilled & lines to be sawed.
- Contractor will provide protective barriers (if needed).
- Contractor will assist in moving equipment around job site (if needed).
- Standby will be charged @ \$85.00 per hour / per operator.
- If cleanup is required, an additional charge of \$85.00 per hour will be added to total bill.
- We will not be held responsible for severed or broken cables, conduits, pipes etc.... either embedded in or adjacent to the material being cut or cored unless clearly marked by the contractor prior to.
- We will not be held responsible for damage resulting from the use of water to cool our cutting or coring equipment.
- All engineering & shoring & erection of shoring to be done by contractor unless otherwise noted in this proposal.
- This proposal is based on normal working hours unless otherwise noted in this proposal.
- This proposal is based on the current insurance that we have in place. Any additional insurance requirements over & above those in place are subject to additional charges to the contractor.
- Any changes in scope of work compared to this proposal will be charged accordingly.

Proposal Accepted By: _____

Job # / P.O. #: _____

** PLEASE FAX ACCEPTED PROPOSAL WITH SIGNATURE & JOB / P.O. # **
 FAX NO: 304-428-2937

.....

BROWN'S EXCAVATING INC

55 Boat Club Drive
Sistersville, WV 26175
eric.browns@frontier.com

Phone 304-652-2842
Fax 304-652-1508

February 22, 2011

Re: Wood County Justice Center
Change Order 001

Change Order per P1-1R1 Revision
Additional Inlets

			Labor	Equipment	Materials
LABORER	5	\$ 44.34	\$ 221.70		
OPERATOR	5	\$ 59.03	\$ 295.15		
EXCAVATOR SK					
50	5	\$ 35.00		\$ 175.00	
4 INCH SDR 35	14	\$ 0.89			\$ 12.46
6 X 4 WYE	5	\$ 17.38			\$ 86.90
4 INCH 45	5	\$ 5.00			\$ 25.00
			\$ 516.85	\$ 175.00	\$ 124.36
BASE		\$816.21			
MARK UP	15%	\$122.43			
TAX	6%	\$ 7.46			
SUB TOTAL		\$946.10			
CITY B & O TAX		\$ 18.92			
TOTAL	2%	\$965.03			

Eric Brown
Price Valid for 30 Days

Brown's Excavating Inc. is a Service Disabled Veteran Owned Business



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Carver's Electric, Plumbing, & Heating, Inc.

214 Broughton Avenue
 Marietta, OH 45750

Proposal

Date	Proposal #
2/22/2011	9000-784

Name / Address
J. D. & E., Inc. P. O. Box 6253 Wheeling, WV 26003

Project	
Description	Total
<p>We hereby propose to furnish labor and materials for the new proposed sanitary lines at the Wood County Justice Center. This cost includes five 4" cleanouts, five new outside penetrations, and five new sanitary lines to test three times each.</p> <p>Proposed Price</p>	3,250.00
<p><i>This proposal is valid for 30 days.</i></p> <p><i>Terms: Payment within 30 days of invoice. 1-1/2% finance charges per month after 30 days, which is an annual percentage rate of 18%. Minimum finance charge of \$1.00 per month.</i></p>	
<p>Total \$3,250.00</p>	
Phone #	Fax #
(740) 373-5816	(740) 373-6006
E-mail	
carversplumbing@yahoo.com	
Signature	

MEMO

February 21, 2011

Wood County Justice Center - 0932

JDE

Change in Scope – Foundations

Mr. Costello

Because the bottom slab of the concrete floor is a thickened, structural slab, the following is required:

1. The existing slab should not be removed. The under-slab plumbing shall be consolidated to the minimal amount of trenches. See drawing from Mike Flowers.
2. Utility trenches shall not be located within 4'-0" of a columns.
3. Where the slab is cut, the new slab shall be doweled to the existing slab with #4 rebar at 18" o.c. on all sides of the opening or trench.
4. The new CMU walls do not require a separate foundation and may bear directly on the existing structural slab. The vertical reinforcing for the walls shall be drilled and epoxied to the existing slab.

Please contact ZMM with any questions.

Glenn Savage
Contract Administrator

2/24/11
69/402

FEBRUARY 24, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE A
CHANGE ORDER FOR THE CONSTRUCTION OF THE WOOD
COUNTY JUSTICE CENTER.


ORDER

On this date, the County Commission of Wood County upon a motion made by Wayne
Dunn, seconded by Steve Gainer, and made unanimous by David Blair Couch, did hereby
AUTHORIZE Proposed Change Order Number 001 for construction of the Wood County Justice
Center to be APPROVED. Said Change Order is for an exterior connection on the building for
the Wood County E-911 Mobile Command Vehicle. Said Change Order is in the amount of
twelve thousand fifty-five dollars and thirty-nine cents (\$12,055.39) and will be paid out of the
911 Fund.

A copy of said Change Order is attached to this Order and should be made a part thereof.

APPROVED:

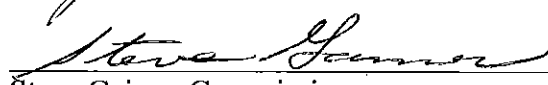
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

M/1344