

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

IN RE: MINUTES OF MEETING HELD
MONDAY, DECEMBER 8, 2014

PRESENT: WAYNE DUNN, PRESIDENT
STEPHEN GAINER, COMMISSIONER
DAVID BLAIR COUCH, 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.

The County Commission, upon a motion duly made, seconded and passed, approved minutes of November 17th, 20th and 24th, 2014.

Michael Miller was sworn in to the Claywood Park Public Service District.

AGENDA AND DISCUSSION ITEMS

At 9:40 A.M., commission President Wayne Dunn discussed the trail grant that he is pursuing and his hopes for coming up with a \$40,000 match. The grant would be for \$200,000.

At 9:53 A.M., Steve Parker gave an update on the past year's Gathering at Sweet Creek Festival. He stated that he may possibly approach the commission in the spring for a funding request due to a lack of grant funds. Commissioner Couch suggested future funding from the commission being a direct contribution from the county hotel/motel tax.



At 10:09 A.M., Toni Tiano resumed the conversation on the trail grant previously discussed and stated a letter of intent was due by December 15, 2014. The commission instructed Ms. Tiano to proceed with a letter of intent.

At 10:23 A.M., Gary Hardin, representing Rivers Edge Housing Development Association, requested a street sign for Shenandoah Drive. The commission agreed to provide a sign upon a written request from Mr. Hardin. (Order A/1374).

At 10:50 A.M., the commission signed a memorandum of understanding with the Wood County Recreation regarding the administration of a \$15,000 donation from the commission.


ORDERS APPROVED AND ATTACHED TO THESE MINUTES

A/1374, A/1375

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 11:11 A.M.

APPROVED:

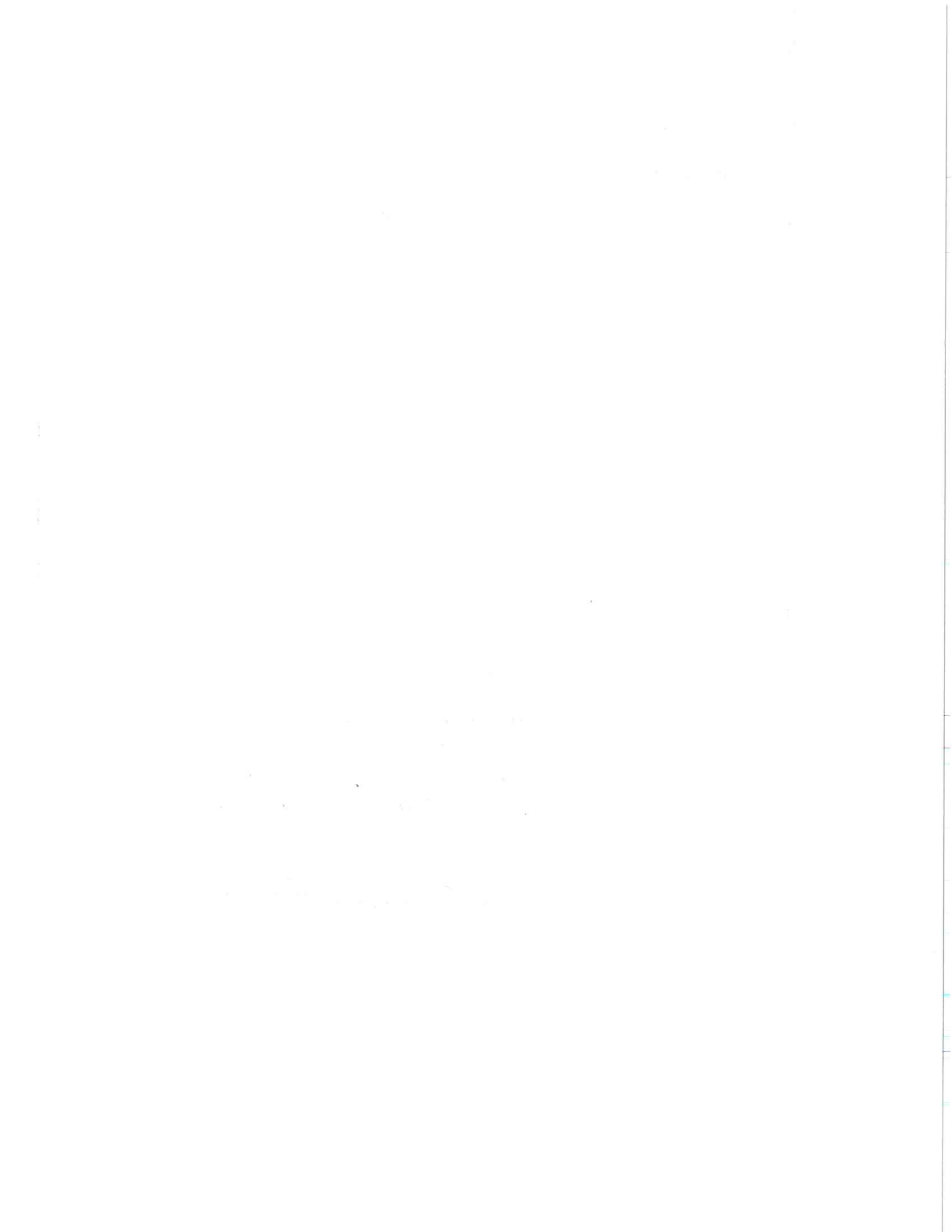
THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

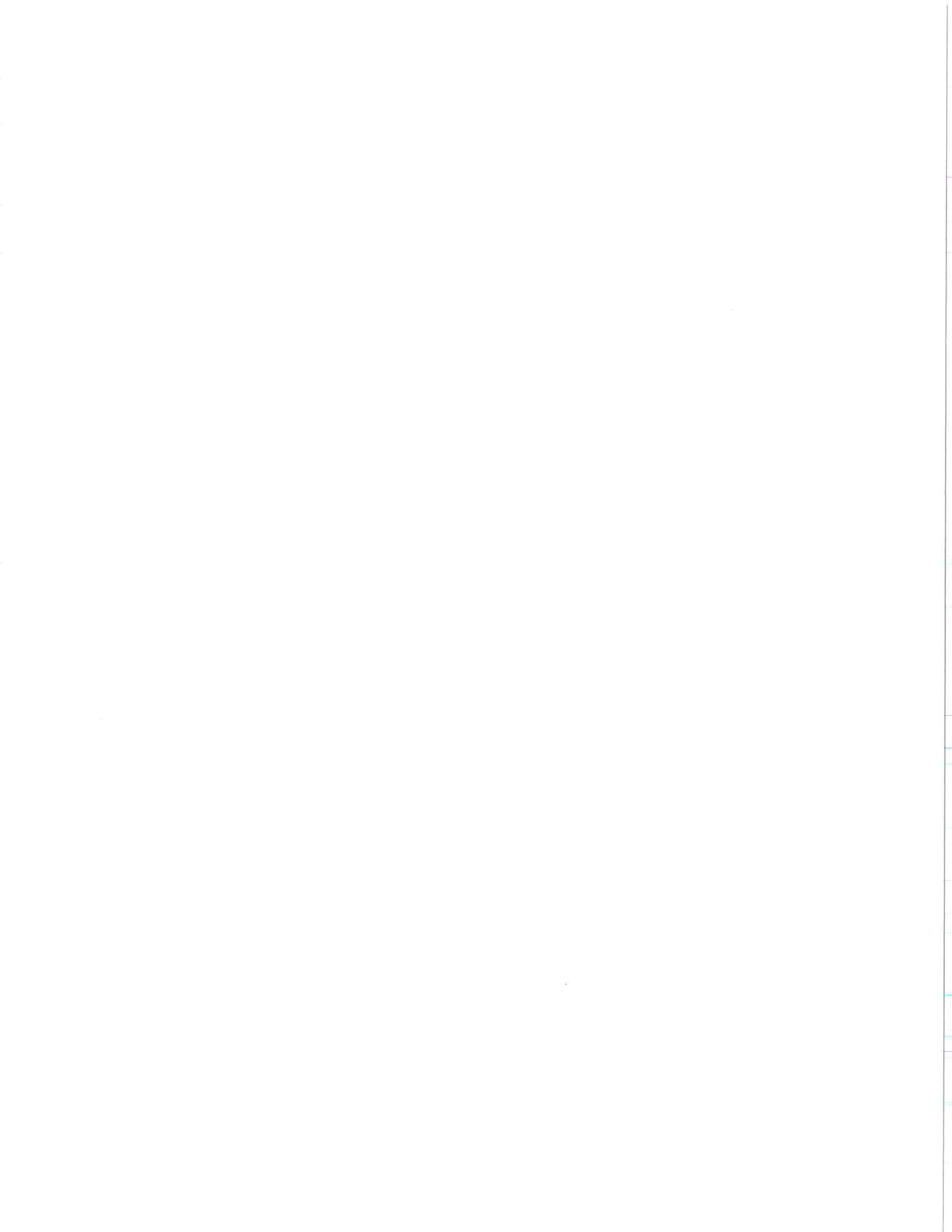
To listen to this meeting, please refer to DVD labeled December 8, 2014.



Wood County Commission Meeting
Held December 8, 2014

Please Print

1.	Steve Parker
2.	Toni Tiano
3.	GARY L. HARDIN
4.	JIM MIRAELE
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Wood County Commission
Agenda

12/8/2014

1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Discuss Alternative Transportation trails	
	Discuss Wood County Recreation Memorandum of Understanding	
	Administrator's Report	Marty Seufer, County Administrator
	County Commission Reports	

Discussion, Review and Approval of expenditures and disbursements identified on Exhibit 1, hereto attached

Correspondence for this meeting will be available for public review during regular office hours in Room 205 of the Wood County Courthouse two (2) days prior to the meeting

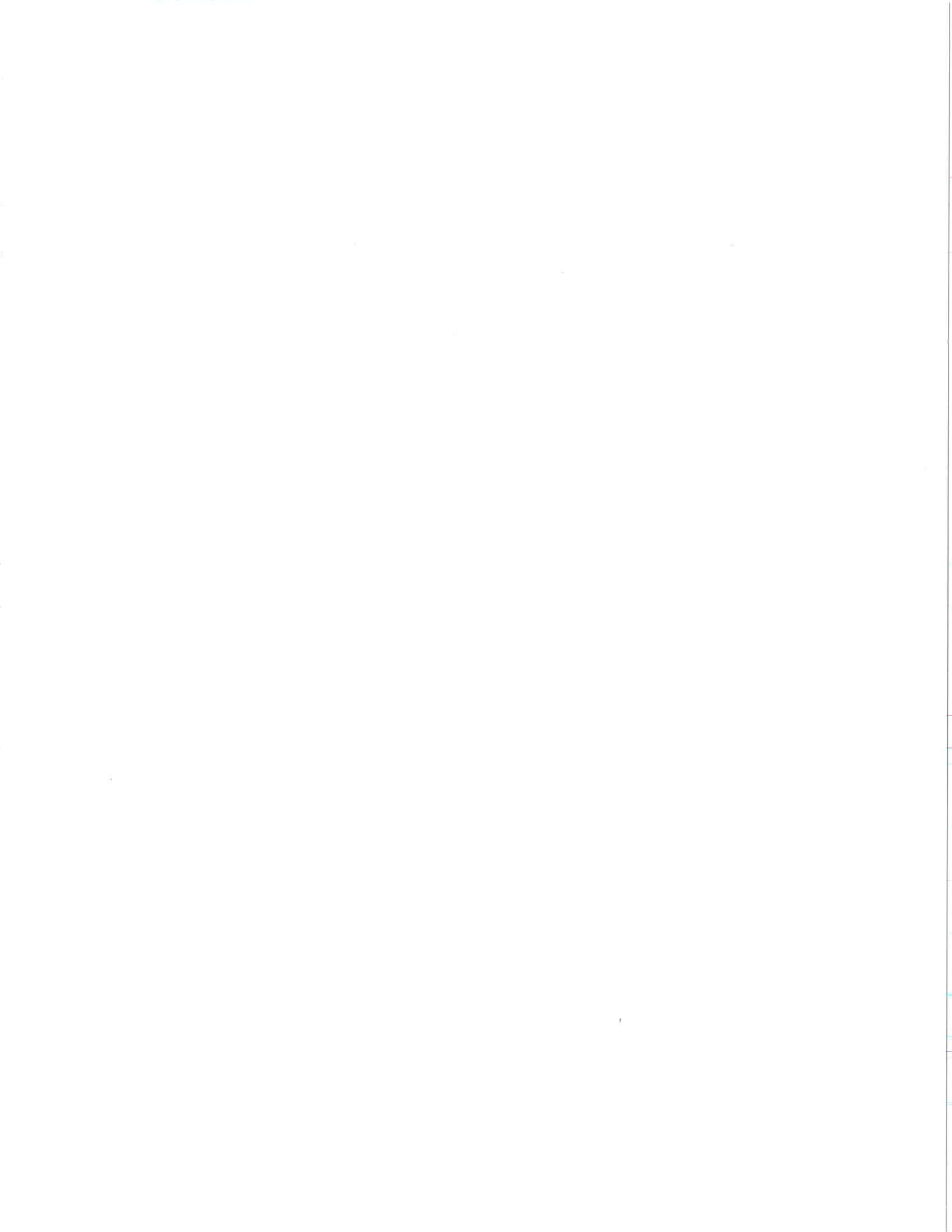


Exhibit 1

Discussion, Review and Approval of the following items may be included during this meeting and are available for public inspection in the Office of the County Administrator two days prior to this meeting.

Budget revisions

Purchase orders and requisitions

Revisions, reimbursement requests, resolutions and correspondence for grants

Grant disbursements to other entities

Invoices for expenditures to be paid

Reimbursements for travel expenses

Bid specifications and procedures for bids previously authorized by the Commission

Monthly Hotel Occupancy Tax Collection disbursements

Disbursements for previously approved Innovative Programming Grants

Tax refunds, exonerations, improprieties and consolidations

Probate items, including settlements, petitions and Fiduciary Commissioner reports

General Fund disbursements to entities

Funding requests from local organizations by written form

Payroll modification as submitted by elected officials

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
1545	DENTAL	RENAISSANCE	REGULAR	12/02/2014	1,000.98	
157228	BREWER	BREWER & CO. OF WV, INC.	REGULAR	12/02/2014	450.00	
157229	DISH	DISH NETWORK	REGULAR	12/02/2014	81.62	
157230	ES&S	ES&S	REGULAR	12/02/2014	9,757.95	
157231	GLOBAL	GLOBAL GOV/ED SOLUTIONS INC	REGULAR	12/02/2014	950.73	
157232	HEALTH	HIGHMARK WEST VIRGINIA	REGULAR	12/02/2014	210,179.36	
157233	JCSO	JACKSON COUNTY SHERIFF'S DEPT	REGULAR	12/02/2014	1,028.94	
157234	LIFE	DEARBORN NATIONAL	REGULAR	12/02/2014	1,177.60	
157235	LOWES	LOWE'S COMPANIES, INC.	REGULAR	12/02/2014	605.18	
157236	PARKPOLICE	PARKERSBURG POLICE DEPARTMENT	REGULAR	12/02/2014	8,346.62	
157237	PCSD	PLEASANTS COUNTY SHERIFF'S DEPARTMENT	REGULAR	12/02/2014	622.16	
157238	RAVENSWOOD	RAVENSWOOD POLICE DEPARTMENT	REGULAR	12/02/2014	616.12	
157239	RIPLEY	RIPLEY POLICE DEPARTMENT	REGULAR	12/02/2014	172.50	
157240	RITCHIE CO	RITCHIE COUNTY SHERIFF'S DEPT	REGULAR	12/02/2014	2,022.46	
157241	ROANE CO	ROANE COUNTY SHERIFF'S DEPT	REGULAR	12/02/2014	1,730.92	
157242	SPENCER PD	SPENCER POLICE DEPARTMENT	REGULAR	12/02/2014	845.04	
157243	ST MARYS	ST MARYS POLICE DEPARTMENT	REGULAR	12/02/2014	2,439.75	
157244	TAYLOR'S	TAYLOR'S TRASH REMOVAL	REGULAR	12/02/2014	242.70	
157245	TIANO	TIANO-KNOPP ASSOC., INC.	REGULAR	12/02/2014	1,376.73	
157246	UNION WIL	UNION WILLIAMS PUBLIC SE	REGULAR	12/02/2014	12.56	
157247	VIENNA	VIENNA POLICE DEPT.	REGULAR	12/02/2014	1,660.95	
157248	WVBOARD	WV BOARD OF RISK AND INSURANCE MANAGEMENT	REGULAR	12/02/2014	947.00	
157249	WVCGSIRP	WEST VIRGINIA COUNTIES RISK POOL	REGULAR	12/02/2014	31,774.00	

DR

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GENERAL FUND Bank Id 101 Totals

278,041.87

Report Totals

278,041.87

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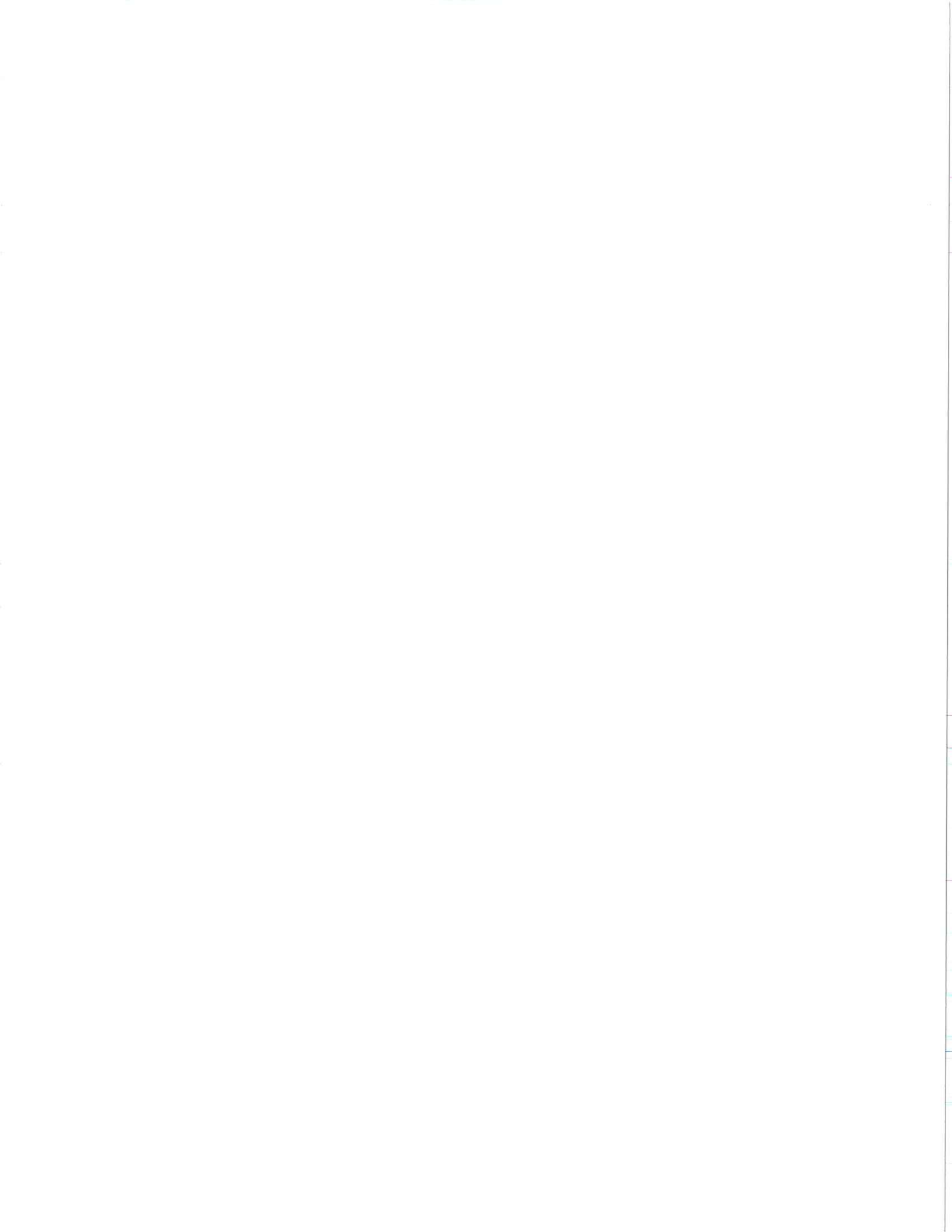
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5760	RICOH	RICOH USA INC	REGULAR	12/02/2014	350.44	
5761	SUDDENLINKD	SUDDENLINK	REGULAR	12/02/2014	60.00	
COMM.CRIMINAL JUSTICE FUND Bank Id 172 Totals					<u>443.55</u>	
Report Totals					<u>443.55</u>	

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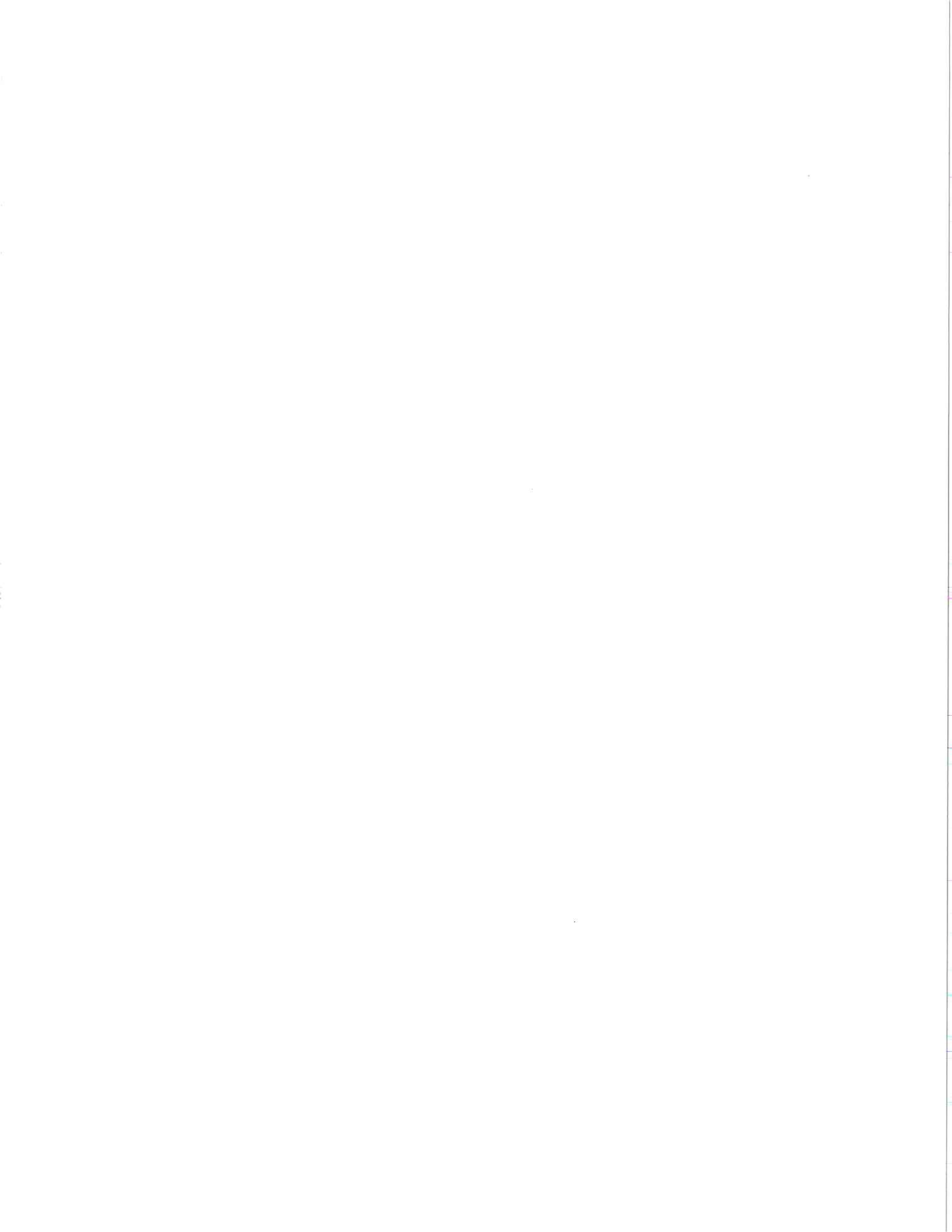
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6038	CHAPMAN	CHAPMAN PRINTING CO. INC	REGULAR	12/02/2014	80.36	
6039	DIRECTV	DIRECTV	REGULAR	12/02/2014	6.36	
6040	DOMINIONH	DOMINION HOPE	REGULAR	12/02/2014	22.47	
6041	SMC	SMC COMMUNICATIONS	REGULAR	12/02/2014	72.20	
6042	TESSCO	TESSCO TECHNOLOGIES	REGULAR	12/02/2014	321.62	
6043	ZEE	ZEE MEDICAL SERVICE CO.	REGULAR	12/02/2014	333.14	
E-911 FUND Bank Id 107 Totals					836.15	
Report Totals					836.15	



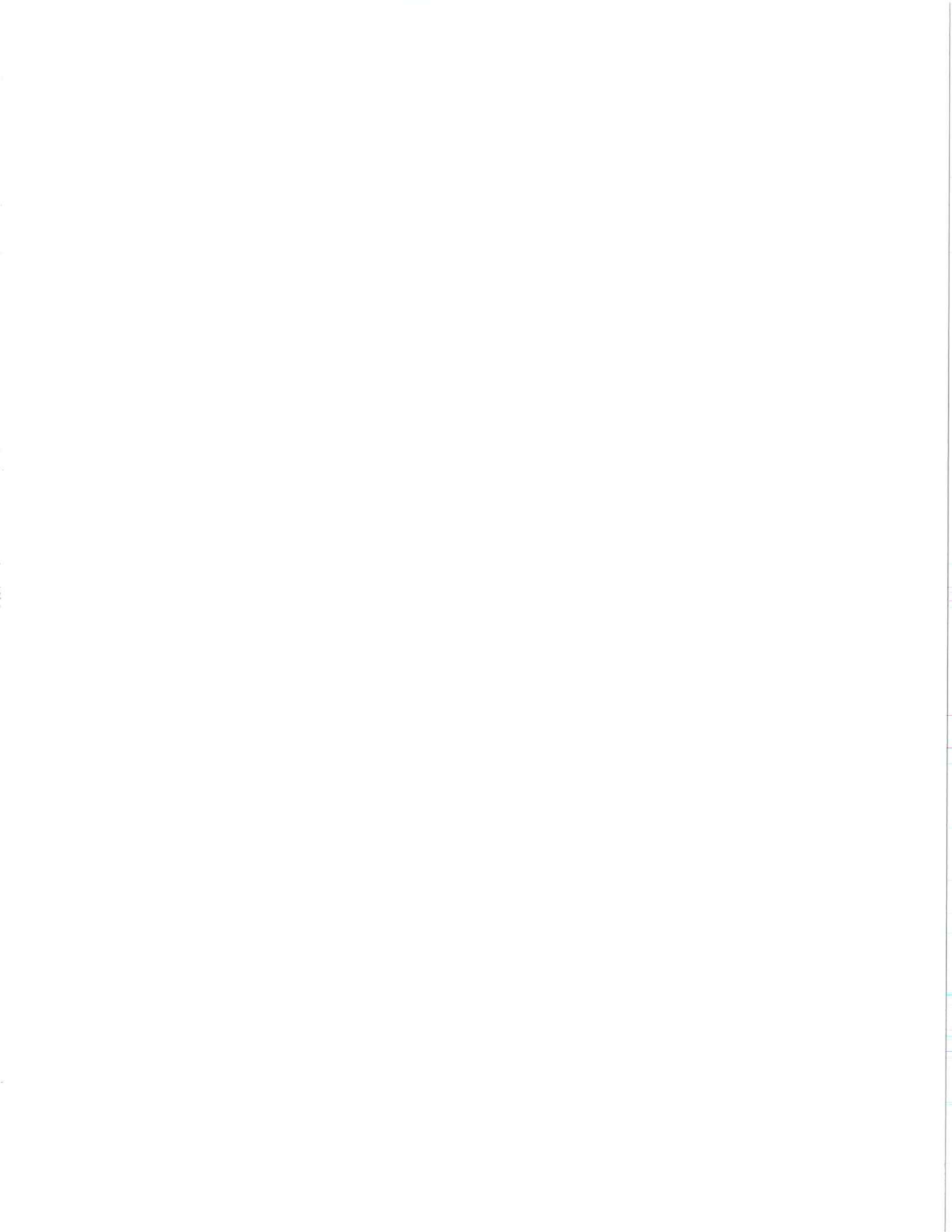


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Report Totals	836.15



Check Register Report for Wood County Commission

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1537	IRS-PAY	INTERNAL REVENUE SERVICE	REGULAR	11/26/2014	0.00	
1538	IRS-PAY	INTERNAL REVENUE SERVICE	REGULAR	11/26/2014	84,580.49	
1539	CHILD	CHILD SUPPORT ENF DIV	REGULAR	11/26/2014	1,814.60	
1540	DENTAL	RENAISSANCE	REGULAR	11/26/2014	1,265.19	
1541	FSA	TASC	REGULAR	11/26/2014	3,030.00	
1542	WV ST TX	WV STATE TAX COMM- INCOME	REGULAR	11/26/2014	26,085.57	
1543	WV DEPUTY	WV DEPUTY SHERIFF'S RETIREMENT	REGULAR	11/26/2014	29,070.79	
1544	WV RETIRE	WV PUBLIC EMP RETIREMENT	REGULAR	11/26/2014	98,798.75	
157170	AMERICAN	AFLAC	REGULAR	11/26/2014	275.34	
157171	CONSECOLIFE	CONSECO LIFE INSURANCE COMPANY	REGULAR	11/26/2014	169.04	
157172	EQUITABLE	THE EQUITABLE	REGULAR	11/26/2014	11.88	
157173	INGNATIONAL	VOYA FINANCIAL	REGULAR	11/26/2014	45.00	
157174	NRS	NATIONWIDE RETIREMENT SOLUTIONS	REGULAR	11/26/2014	2,975.83	
157175	OH ST TX	TREASURER OF STATE OF OHIO	REGULAR	11/26/2014	671.01	
157176	PHEAA	PHEAA	REGULAR	11/26/2014	145.96	
157177	PUBLIC DE	ONE COMMUNITY FEDERAL CREDIT UNION	REGULAR	11/26/2014	15,546.00	
157178	WASHINGTONH	WASHINGTON NATIONAL INSURANCE CO.	REGULAR	11/26/2014	1,459.30	
157179	WESTERNSO	WESTERN & SOUTHERN LIFE	REGULAR	11/26/2014	551.38	
157180	WESTFIELD	LINCOLN FINANCIAL GROUP	REGULAR	11/26/2014	62.00	
157181	WVLOAN	WV CONSOLIDATED PUBLIC RETIREMENT BOARD	REGULAR	11/26/2014	780.48	
157226	MOVUNITED	UNITED WAY ALLIANCE OF THE MOV INC.	REGULAR	11/26/2014	45.00	
157227	EQUITABLE	THE EQUITABLE	REGULAR	11/26/2014	11.88	

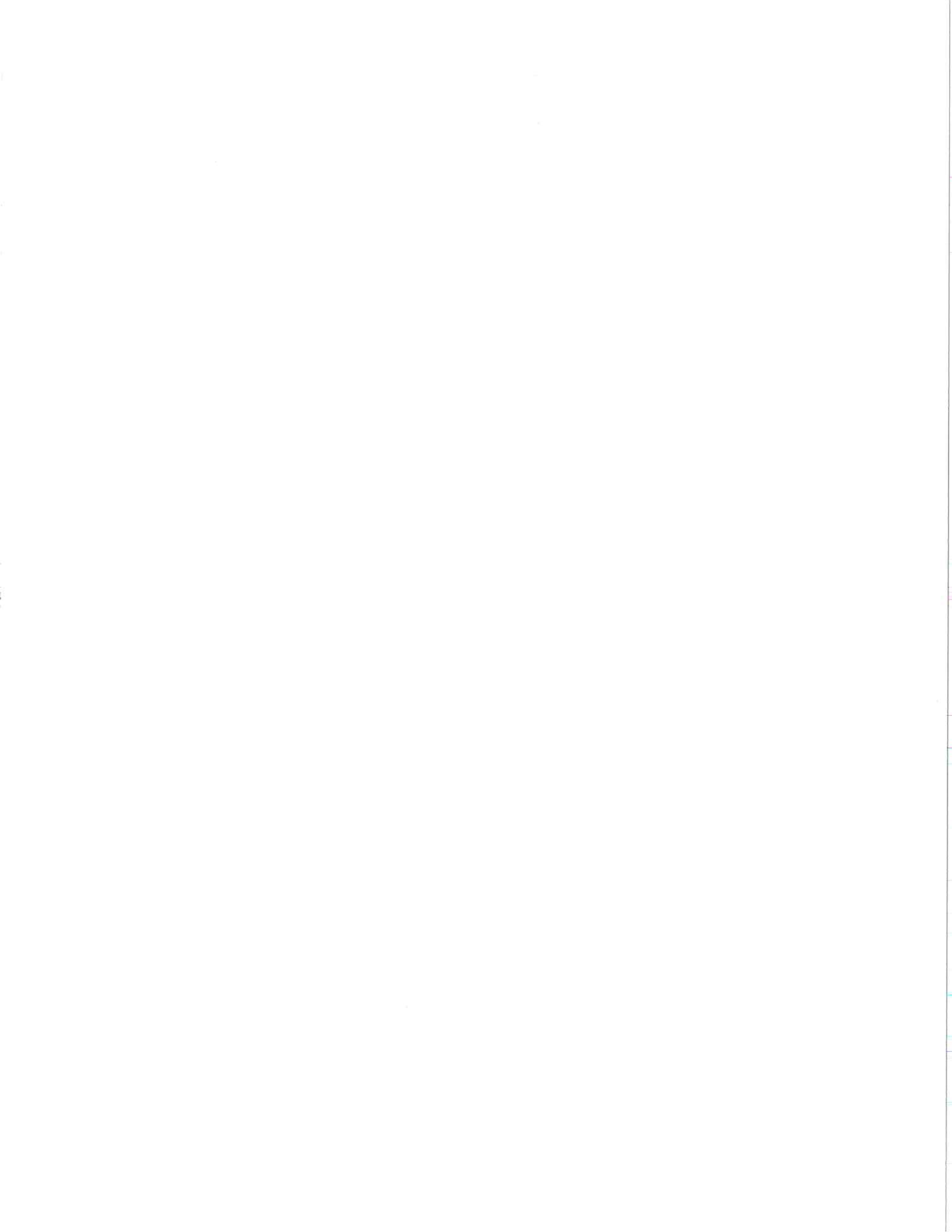
PAYROLL FUND Bank Id 101 Totals

267,395.49

Report Totals

267,395.49





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PAYROLL FUND Bank Id 101 Totals

267,395.49

Report Totals

267,395.49



12/8/14
70/577

DECEMBER 8, 2014

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

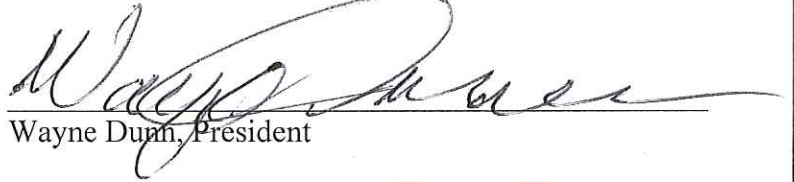
IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE THE
PURCHASE OF A ROAD SIGN FOR SHENANDOAH DRIVE.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and made unanimous by Wayne Dunn, did hereby AUTHORIZE the purchase of a road sign for SHENANDOAH DRIVE. Said sign was requested by Gary Hardin, 210 Greenbrier Lane, Davisville, West Virginia.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

A/1374



12/8/14
70/577

DECEMBER 8, 2014

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
WAYNE DUNN, AS PRESIDENT, TO EXECUTE A GRANT
CONTRACT AGREEMENT FOR A WVCFIA GRANT.


ORDER

On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by David Blair Couch, and made unanimous by Wayne Dunn, did hereby AUTHORIZE Wayne Dunn, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Grant Contract Agreement for a grant in the amount of one hundred thousand dollars and zero cents (\$100,000.00) with the West Virginia Courthouse Facilities Improvement Authority (WVCFIA).

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

APPROVED:

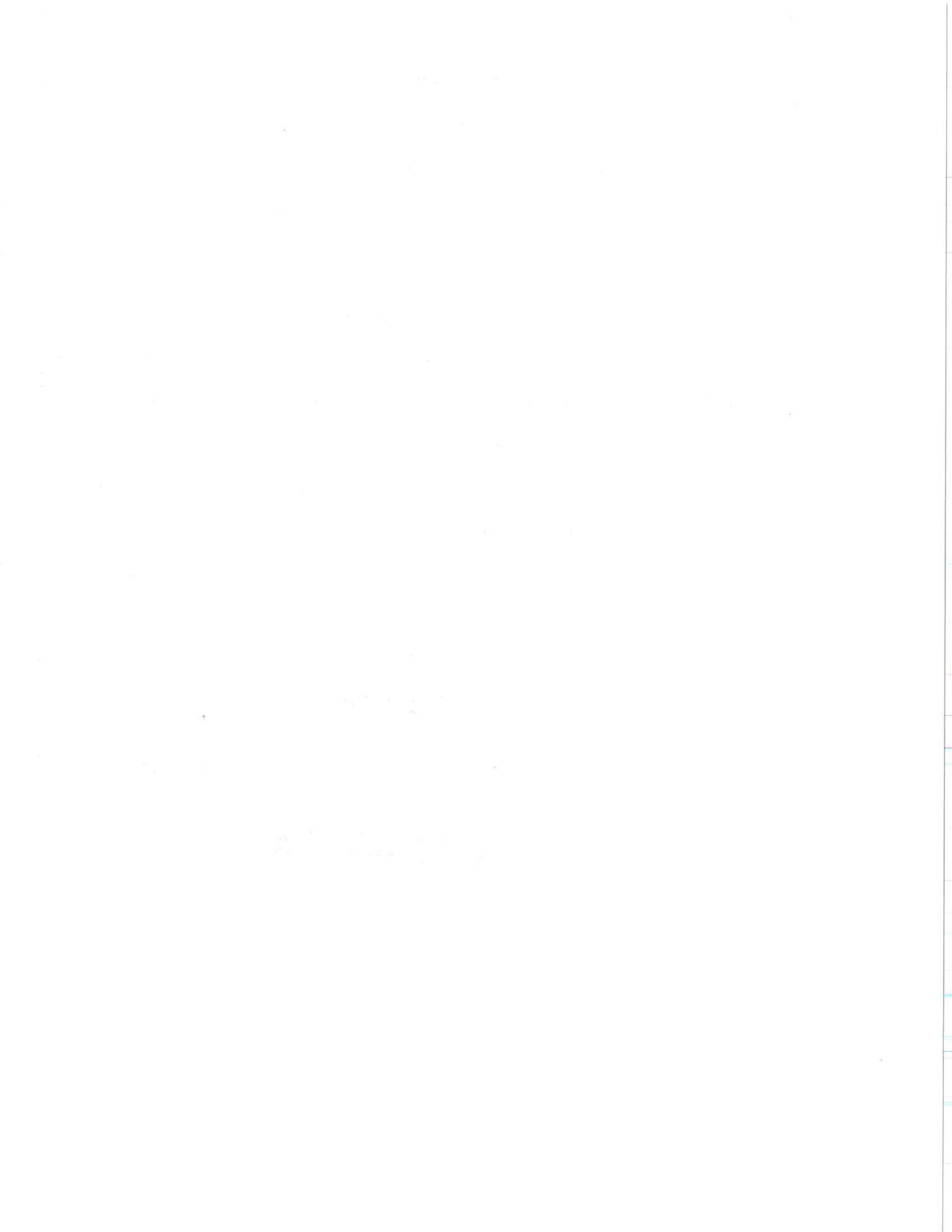
THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

A/1375



WV Courthouse Facilities Improvement Authority (CFIA)
12th Cycle Funding Recipient Check-Off List

12/8/14
70577

By initialing below, I, _____ of the _____ Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 12th Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

Initials	Requirement Description
<u>WO</u>	The contract term will be from January 1, 2015 to December 31, 2015. The approved project will be completed by the contract end date, or the Commission will apply for an extension of the project before the end date in accordance with the guidelines of the Funding Assistance Contract Agreement.
<u>WO</u>	A Project Completion Report is due when the project is complete. The following information must be included: A statement of completion, photographs (CD or email), cost comparisons, quality of workmanship and materials used summary, description of benefits to employees/public/courthouse, evaluation of the timeliness of contractors/material delivery, description of problems encountered, a statement indicating that all contract provisions were followed and an overview of the experience and relevant recommendations to CFIA.
<u>WO</u>	A Project Completion Report <u>must</u> be submitted before final reimbursement will be processed by the CFIA.
<u>WO</u>	All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to prevailing wage, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. CFIA projects are NOT emergency projects. A minimum of three bids must be considered prior to awarding a contract.
<u>WO</u>	Quarterly Progress Reports must be received by the 20 th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.
<u>WO</u>	No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures: Wayne Turner
Wayne Turner 12/8/14
Commission President Date

CFIA Executive Director Date

**WV Courthouse Facilities Improvement Authority (CFIA)
12th Cycle Funding Recipient Check-Off List**

By initialing below, I, _____ of the _____ Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 12th Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

Initials

Requirement Description

WJ

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WJ

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WJ

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WJ

No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures



Commissioner/President

12/8/14
Date

CFIA Executive Director

Date

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Wood County Commission]

[CFIA.STRU 2015: 12cyc Wood54]

Grant ID Number: Application Number

This **AGREEMENT** is entered into this ___ day of _____, 2014 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority (“CFIA”), for and on behalf of the State of West Virginia, and the President of the [Wood] County Commission (the “Recipient” and together with CFIA, the “Parties”).

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the “State”) known as the Courthouse Facilities Improvement Fund (the “Fund”);

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform and carry out in a satisfactory and proper manner as determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2015 and shall continue such duties until completed or no later than December, 31, 2015. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to [\$100,000] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement. The Recipient shall match the Funding Assistance Amount at 20% (or more) of the total project budget as outlined in Exhibit A.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(electronic and on CD preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.

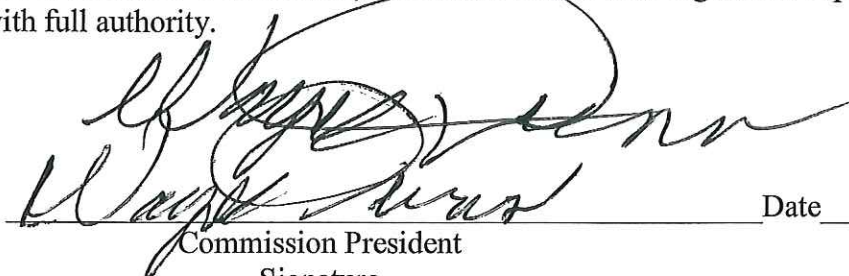
10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.
11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State

Historic Preservation Programs).

16. The Parties agree that notice shall be given by personal service or mailed by certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - A. Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311
 - B. **Recipient Mailing Address**
[Wood County Commission]
[#1 Court Square, Suite 203]
[Parkersburg, WV 26101]
17. The Recipient shall hold and save CFIA and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
18. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
19. This Agreement shall be governed by and construed in accordance with the laws of the State.
20. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
21. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

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



Commission President
Signature

Date 12/8/14

Date _____
Melissa K. Smith
Executive Director
Courtthouse Facilities Improvement Authority

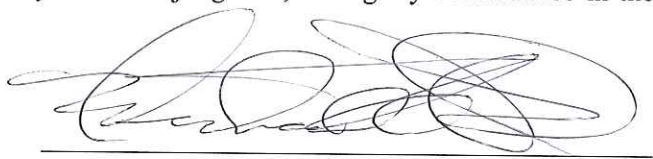
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STATE OF WEST VIRGINIA
COUNTY OF WOOD

}

TO -WIT:

I, Michael Miller, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of the Claywood Park Public Service District Board member in and for Wood County, West Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.



8th Subscribed and sworn to, before _____ of Wood County, West Virginia, this
day of December, 2014.


County Commission of Wood County

Miller, Michael
Claywood Park
12/8/14 - 20/577