

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203  
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD  
MONDAY, JULY 17, 2017

PRESENT: DAVID BLAIR COUCH, PRESIDENT  
ROBERT K. TEBAY, COMMISSIONER  
JAMES COLOMBO, COMMISSIONER

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

The County Commission, upon a motion duly made, seconded and passed, approved an Erroneous Assessment Application in regard to personal property. A copy is attached to these minutes.

**AGENDA AND DISCUSSION ITEMS**

At 9:30 A.M., the County Commission discussed the retiree health insurance plan. Deputy Brett Pickens addressed the Commission to notify them there is a great percentage of deputies potentially affected. The County Commission agreed to push the effective date of the resolution forward to November 1, 2017. (Order A/1792)

At 9:52 A.M., the County Commission, upon motion of Robert K. Tebay, seconded by David Blair Couch and made unanimous by James E. Colombo, convened in EXECUTIVE SESSION upon authority granted by the West Virginia Code, Chapter 6, Article 9A, Sections 4, as amended: WHEREUPON, the said David Blair Couch, President of the Commission, Robert K. Tebay and James E. Colombo, Commissioners, met with Marty Seufer, County

Administrator, Attorney Dan Marshall, Wood County Prosecuting Attorney, Pat Lefebure and Wood County Clerk, Mark Rhodes. All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, being for attorney/client privilege. The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 11:17 o'clock A.M. (Order M/3709)

At 10:02 A.M., the County Commission authorized the refinancing of bonds for the Wood County Justice Center through the services of Crews & Associates, Inc. (Order A/1790)

At 10:10 A.M., the County Commission attended a promotion ceremony for the Wood County Sheriff's Department.

At 10:33 A.M., the County Commission approved the hiring of Aleesha Smith as an employee of the E-911 Telecommunications Center and Paula Maxson for the Wood County Tax Office.

At 10:34 A.M., the County Commission held a public hearing regarding proposed revisions to the Abandoned and Dilapidated Building Ordinance for Wood County. The County Commission, upon a motion duly made, seconded and passed, authorized amendments to the Ordinance. (Order A/1791)

At 10:53 A.M., the County Commission met with Mark Rhodes, County Clerk. Mr. Rhodes informed the County Commission he has compiled the scores for the proposed accounting firms for the annual general fund budget audit. He will submit the results to the State for approval.

At 10:55 A.M., Pam Brust, County Commission employee, updated the County Commission on her recent interaction with the State regarding the Regional Jail Bill.


**ORDERS APPROVED AND ATTACHED TO THESE MINUTES**

M/3701, M/3702, M/3703 M/3704, M/3705, M/3709, A/1784, A/1790, A/179, A/1791

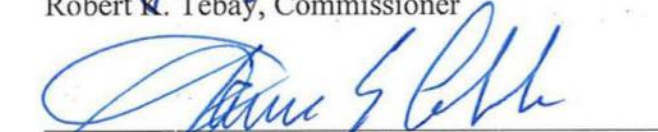
Having no further scheduled appointments or business to attend to, the County Commission adjourned at 11:17 A.M.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James Colombo, Commissioner

To listen to this meeting, please refer to DVD labeled July 17, 2017.

Wood County Commission Meeting  
Held July 17, 2017

**Please Print**

1.	STEPHEN SMITH
2.	BRETT PICKENS
3.	DAN MARSHALL
4.	KAREN DEGRAEF
5.	BARBARA JOHNSTON
6.	PENNY GIVENS
7.	BRENDA BLONDIN
8.	MELODY ROSS
9.	RHEA GUICE
10.	MICHELE ROCKHOLD
11.	
12.	
13.	
14.	
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17.	
18.	
19.	
20.	





Wood County Commission  
Agenda

7/17/2017

1 Court Square, Suite 203  
Parkersburg, WV 26101

9:30 A.M.	Consider refinancing of bonds for Justice Center	
	Consider appointments to the Wood County Alternative Transportation Council: Doug Kreinek, Lloyd Roberts, David Smith, Christina Lang, Mark Abbott, Jim Miracle, Shane King, Stephen Simonton, Carol Jackson, Tracy Higgins, Kim Kaplan and Paul Elliott	
	Discuss retiree health insurance resolution	
	Consider request to hire Aleesha Smith, full-time dispatcher for E-911 - \$29,034.72/yr	
	Consider request to hire Donna Bowman, County Clerk probate office - \$30,480.00/yr	
	Consider request to hire Paula Maxson, Sheriff's Tax Deputy - \$23,750.00/yr	
10:00 A.M.	Public Hearing – possible revisions to Abandoned and Dilapidated Building Ordinance for Wood County	
	Attend promotion ceremony – Larry Kearns and Della Matheny	
	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

JULY 17, 2017

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  
CONTRACTUAL AGREEMENT FOR A COURT SECURITY  
GRANT.


**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo, 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 Contractual Agreement for a Court Security Grant with the West Virginia Division of Justice and Community Services (17-CS-06). Said grant application is in the amount of seventeen thousand seventeen dollars and zero cents (\$17,017.00).

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

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James E. Colombo, Commissioner

M/3701



**GRANT CONTRACT AGREEMENT**

**BETWEEN THE**

**DIVISION OF JUSTICE AND COMMUNITY SERVICES**

**AND**

**Wood County Commission**

**17-CS-06**

This **AGREEMENT**, entered into this 7<sup>th</sup> day of June, 2017, by the Director of the Division of Justice and Community Services, hereinafter referred to as "DJCS", for and on behalf of the State of West Virginia, and the **Wood County Commission**, hereinafter referred to as "Grantee."

**WHEREAS**, DJCS is the recipient of a Court Security Fund grant from the State of West Virginia, and

**WHEREAS**, the Grantee is an eligible applicant who is desirous of receiving funds. **for the purpose of enhancing the county's court security.**

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


1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on July 1, 2017, and shall continue those services/activities until June 30, 2017. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.



5. In consideration of the services rendered by the Grantee, the sum of up to **\$17,017.00** shall be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement, does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds no more frequently than once a month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.
8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.
11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.
12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.
14. The parties agree that "notice" described herein may be by personal service, or by certified mail, return receipt requested, and evidence of such certified mail shall be postage prepaid, return receipt requested. Notice shall be given at the following addresses:
  - a. Division of Justice and Community Services  
1124 Smith Street, Suite 3100  
Charleston, West Virginia 25301
  - b. **Grantee Mailing Address:**  
**Wood County Commission**  
**One Court Square, Suite 203**  
**Parkersburg, West Virginia 26101**
15. The Grantee shall hold and save DJCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

  
\_\_\_\_\_  
David Blair Couch, President  
Wood County Commission

\_\_\_\_\_  
W. Richard Staton, Director  
Division of Justice and Community Services



**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

All correspondence to DJCS, which is required and/or occurs as a result or action of any of the following Standard Conditions and Assurances, or as a result of the administration of any DJCS grant program, should be mailed to the following address:

West Virginia Division of Justice & Community Services  
1124 Smith Street-Suite 3100  
Charleston, West Virginia 25301-1323

**1. LAWS OF WEST VIRGINIA:**

This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by DJCS, regardless of the original funding source. This grant is on a "**REIMBURSEMENT ONLY**" mechanism.

**2. LEGAL AUTHORITY:**

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**3. RELATIONSHIP:**

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

**4. COMMENCEMENT WITHIN 60 DAYS:**

This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to DJCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

**5. OPERATIONAL WITHIN 90 DAYS:**

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

**6. WRITTEN APPROVAL OF CHANGES:**

The grantee must obtain prior written approval from DJCS for all project changes (programmatic, fiscal or otherwise).

**WEST VIRGINIA  
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**STANDARD CONDITIONS AND ASSURANCES**

**7. CIVIL RIGHTS COMPLIANCE:**

Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1993, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the West Virginia Division of Justice and Community Services.

**8. PRESS RELEASE:**

Pursuant to the Stevens Amendment, any release of information pertaining to this grant must include the following information:

1. grant amount;
2. State involvement (name of state entity responsible for administering the grant); and,
3. Federal involvement if applicable (name of federal entity responsible for administering the grant).

**9. LOBBYING:**

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in OMB circular A-122, and/or relevant State laws.

**10. ACCESS TO RECORDS:**

DJCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.

**11. CONFLICT OF INTEREST:**

No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family.

**12. POLITICAL ACTIVITY:**

The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.)



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**13. RELEASE OF INFORMATION:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to DJCS. These records and other documents submitted to DJCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code.

DJCS recognizes that some information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement, personnel or juvenile sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by DJCS, and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive information under state and local laws.

**14. NATIONAL AND STATE EVALUATION EFFORTS:**

The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

**15. OBLIGATION OF PROJECT FUNDS:**

Funds may not, without prior written approval from DJCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.

**16. USE OF FUNDS:**

Funds awarded through DJCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project description and budget. By attaching their signature, the grantee recognizes that **any** deviations from the original grant budget are unallowable.

**17. ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards.

**18. PEER REVIEW SUB GRANTEE EVALUATION PROCESS:**

The applicant agrees to discharge if necessary - at the request of DJCS - knowledgeable, competent personnel (preferably a Project Director) to participate in a contemplated "peer review" process/advisory council. The purpose of this process would be to assist DJCS in making grant funding recommendations and furthered policy development regarding individual grant programs throughout the State. This would be no more than 2-3 days per annum.

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**19. NON-SUPLANTING:**

Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.

**20. MATCHING CONTRIBUTION:**

The grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Justice & Community Services. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines established by the West Virginia Division of Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. Please be reminded that if match is not "required" by the grant program for which you are making application, but committed and indicated on the budget pages of this application, then this special condition shall be affected.

**21. PROJECT INCOME:**

All income earned by the grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by DJCS as are established for granted funds. All grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement.

**22. CONSULTANT FEES:**

Approval of this grant does not indicate an approval of consultant rates in excess of \$450 per day. Specific and detailed justification must be submitted to, and approved by DJCS prior to obligation or expenditure of such funds.

**23. SUSPENSION OF FUNDING:**

DJCS may suspend, in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document;
- If reports are more than 60 days late the money for that month is forfeited and MAY NOT be recouped; or
- Other cause shown.

**24. SANCTIONS FOR NONCOMPLIANCE:**

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies or if reports are more than 60 days late the money for that month is forfeited and MAY NOT be recouped.;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.



**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
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**STANDARD CONDITIONS AND ASSURANCES**

**25. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES**

The grantee shall submit one copy of all reports and proposed publications resulting from this agreement to DJCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document [product] was prepared under a grant from the West Virginia Division of Justice & Community Services (or simply "DJCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia or the Division of Justice & Community Services."

"This project supported by Grant No. \_\_\_\_\_ awarded by the West Virginia Division of Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice."

**26. PROPERTY ACCOUNTABILITY:**

The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by DJCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from DJCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to DJCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to DJCS.

**27. CRIMINAL PENALTIES:**

Whoever embezzles or endeavors to embezzle, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to the Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

**28. REPORTS:**

Each grantee shall submit such reports as DJCS shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

**29. PURCHASING:**

When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or other agency.



**WEST VIRGINIA  
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**STANDARD CONDITIONS AND ASSURANCES**

**30. COLLABORATION W/OTHER FED. AND STATE GRANTS:**

Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment and any other resources deemed necessary by DJCS.

**31. INFORMATION SYSTEMS:**

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

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

**32. INCIDENT BASED REPORTING COMPLIANCY:**

Grant applicants (cities & county commissions) will not be considered for funding if the applicant is not current with submitting Incident Based Reporting (IBR) information to the West Virginia State Police (if applicable). Grantees must remain current with submitting IBR information to the West Virginia State Police or grant funding will be withheld until such time as that grantee becomes IBR compliant.

**33. TIME EXTENSIONS:**

In general, time extensions for this program will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

**34. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:**

Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

**35. LIMITED ENGLISH PROFICIENCY:**

Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.



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**36. COMPUTER EQUIPMENT:**

Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. The following are **minimum** hardware requirements, as well as software requirements, established by DJCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

**Minimum Hardware Requirements:**

- Processor: Intel Core i3, 3.00 GHz
- RAM: 4 GB minimum
- Hard Drive: 500 GB, 7200 RPM SATA, upgradable
- Keyboard: Standard USB
- Mouse: Optical USB 2 button W/scroll
- DVD/RE: Multi DVD/RW optical drive
- USB Ports: 4 back, 2 front, with a minimum one USB 2.0 port or higher
- Ethernet Port: Standard integrated
- 101/104-Key Keyboard (PS/2)
- PS/2 Port Compatible Mouse

**Recommended Hardware Components:**

- Mid-tower case
- 16-Bit 3D Sound Blaster Compatible w/ 64 voice wavetable and speakers (**may** be integrated)
- APC UPS Backup power protection (adequate size to handle power load)

**Software Requirements:**

Whenever possible, software should operate within open industry standards. For example, Windows 7 Enterprise 32 bit

**Warranty Requirements:**

3 Year on-site warranty

**37. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:**

Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/qjxdm](http://www.it.ojp.gov/qjxdm).

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY SERVICES**

**STANDARD CONDITIONS AND  
ASSURANCES**

**38.**

**PROGRAM ACCOUNTABILITY – FEDERAL AUDIT  
REQUIREMENTS:**

Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at: [https://search.whitehouse.gov/search?affiliate=wh&form\\_id=usasearch\\_box&query=Indirect+Costs](https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs))

§200.501(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

I.) If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to DJCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:  
Federal Audit Clearinghouse

**39.**

**PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:**

I.) Sub grantee assures that it has read, understands, and is in full compliance with all requirements as set forth in §12-4-14., Code of West Virginia, or as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with §12-4-14. Sub grantee further understands that if it is currently debarred or is not in compliance with §12-4-14., it is ineligible to receive funding from the West Virginia Division of Justice Community Services.

**40.**

**CONFIDENTIALITY OF RESEARCH INFORMATION:**

Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).

**41.**

**LEASE AGREEMENTS:**

Grantee agrees to provide DJCS with a description of proposals to use grant funds to enter into lease arrangements with private entities for the purpose of fulfilling the goals and objectives of this project.



<b>42.</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY PLAN:</b>
<p>The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the West Virginia Division of Justice and Community Services. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <a href="https://ojp.gov/about/ocr/eeop.htm">https://ojp.gov/about/ocr/eeop.htm</a>.</p>	
<b>43.</b>	<b>VETERANS PREFERENCE:</b>
<p>This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. DJCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.</p>	
<b>44.</b>	<b>IMMIGRATION AND NATURALIZATION VERIFICATION:</b>
<p>The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States</p>	
<b>45.</b>	<b>PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:</b>
<p>It is the sense of DJCS that to the greatest extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.</p>	
<b>46.</b>	<b>PERSONNEL TRAINING:</b>
<p>For projects involving payment of personnel or overtime pay, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.</p>	
<b>47.</b>	<b>ACCOUNTING REQUIREMENTS:</b>
<p>Grantee agrees to record all project funds and costs following <u>generally accepted accounting procedures</u>. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, must be retained and be available for audit purposes.</p>	
<b>48.</b>	<b>OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:</b>
<p>Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the OJP Financial</p>	
<b>49.</b>	<b>TRANSFER OF FUNDS PROHIBITION:</b>
<p>The grantee is expressly prohibited from transferring funds between <u>any</u> DJCS programs.</p>	
<b>50.</b>	<b>MARKING OF EQUIPMENT:</b>
<p>Grantee will ensure that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice &amp; Community Services."</p>	

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**51. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:**

Grantee acknowledges that DJCS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support.

Grantee agrees to consult with DJCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

**52. CENTRAL CONTRACTOR REGISTRATION:**

Grantee agrees to register with the Central Contractor Registration (CCR), [www.ccr.gov](http://www.ccr.gov) and provide documentation to DJCS within 30 days of award notification that they have done so.

**53. DATA UNIVERSAL NUMBERING SYSTEM:**

Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, [www.dnb.com](http://www.dnb.com) and provide documentation to DJCS within 30 days of award notification that they have done so.

**54. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:**

Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

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

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to DJCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

**55. BIDDING PROCEDURES:**

Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.



**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**56. COMPLIANCE WITH FEDERAL PROCEDURES:**

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including:

- a. Part 11, Applicability of Office of Management and Budget Circulars.
- b. Part 18, Administrative Review Procedures.
- c. Part 20, Criminal Justice Information Systems.
- d. Part 22, Confidentiality of Identifiable Research and Statistical Information.
- e. Part 23, Criminal Intelligence Systems Operating Policies.
- f. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
- g. Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

**57. ADDITIONAL REGULATIONS AND PROCEDURES:**

In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines.

- a. National Environmental Policy Act of 1969 (NEPA).
- b. National Historic Preservation Act of 1966.
- c. Flood Disaster Protection Act of 1973.
- d. Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
- e. Control Act Amendments of 1972.
- f. Safe Drinking Water Act.
- g. Endangered Species Act of 1973.
- h. Wild and Scenic Rivers Act.
- i. Fish and Wildlife Coordination Act.
- j. Historical and Archaeological Data Preservation.
- k. Coastal Zone Management Act of 1979.
- l. Animal Welfare Act of 1970.
- m. Impoundment Control Act of 1974.
- n. Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
- o. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
- p. Death in Custody Act of 2000.

**58. RELIGIOUS ACTIVITIES**

Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.

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

David Blair Couch

David Blair Couch

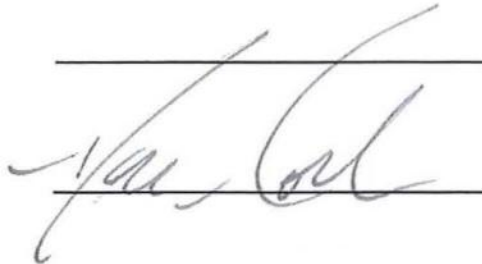
President

**Authorized  
Official:**

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:**

  
\_\_\_\_\_

**Date:** 7-17-17





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

DM#5118929

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check here  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:  
Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Wood County Commission, One Court Square, Parkersburg, WV 26101

2. Application Number and/or Project Name

17-CS-06 Court Security Grant

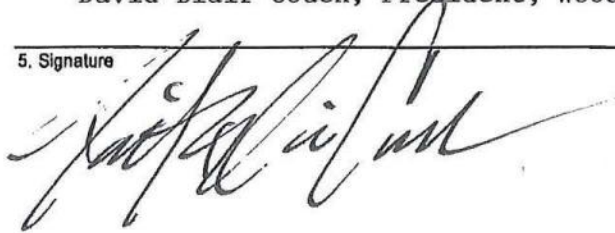
3. Grantee IRS/Vendor Number

556 000 417

4. Typed Name and Title of Authorized Representative

David Blair Couch, President, Wood County Commission

5. Signature



6. Date



# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Wood County Commission	
Address: One Court Square, Parkersburg, WV 26101	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: 103819496	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Toni Tiano, Grant Consultant	
Telephone Number: 304-481-6409	E-Mail Address: tianoknopp@suddenlink.net

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, David Blair Couch, President, Wood County Commission [responsible official], certify that Wood County Commission [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:  
Wood County Commission

[organization],  
One Court Square, Parkersburg, WV 26101

[address].

David Blair Couch, President  
Print or Type Name and Title

  
Signature

7/17/17  
Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

**RESOLUTION**

The County Commission of Wood County met on 7/17/17 (date) with a quorum present and passed the following resolution.

Be it resolved that the County Commission hereby authorizes David Blair Couch, President of the Wood County Commission, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Court Security Fund grant program.

Signed:

Mari Rhodes

County Clerk

Hark Rhodes  
WOOD County 10:33:42 AM  
Instrument No 9757901  
Date Recorded 07/17/2017  
Document Type CDD  
Pages Recorded 20  
Book-Page 73-402



JULY 17, 2017

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 COMMUNITY CORRECTIONS GRANT NUMBER  
17-CC-26. SAID REQUEST IS IN THE AMOUNT OF \$36,132.64

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo 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 Community Corrections Grant Number 17-CC-26. Reimbursement is in the amount of thirty-six thousand one hundred thirty-two dollars and sixty-four cents (\$36,132.64) for the month of May, 2017. In addition to the Request for Reimbursement, the Time Sheets for employees of the Wood County Day Report Center, the Monthly Project Director's Report, the Financial Recap and the Project Financial Reports are being submitted to the Criminal Justice Services, Charleston, West Virginia.

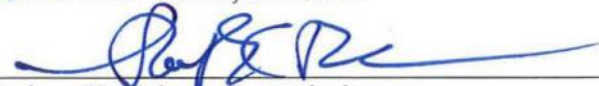
A copy of the Request for Reimbursement is attached to this ORDER and should be made a part thereof.

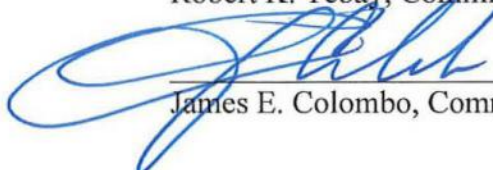
Documentation pertaining to the Community Corrections Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James E. Colombo, Commissioner

M/3702

<b>WEST VIRGINIA</b> Division of Criminal Justice Services	<b>Request for Reimbursement</b>
---	----------------------------------

<b>RECEIVED</b> (For DCJS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Project #: 17-CC-26
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures
	FROM: 6/1/17 TO: 6/30/17

**PROJECT CASH EXPENDITURES**

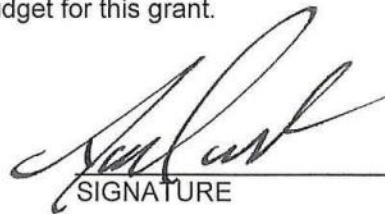
CATEGORY	AMOUNT
Personnel/Contractual	\$36,132.64
Travel/Training	-0-
Space	-0-
Other	-0-
Equipment	-0-
<b>TOTAL</b>	<b>\$36,132.64</b>

**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  
 (Authorized Official or Grant Financial Officer ONLY)



SIGNATURE

7/17/17  
DATE

**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

Mark Rhodes  
 WOOD COUNTY 10:31:48 AM  
 Instrument No 8757899  
 Date Recorded 07/17/2017  
 Document Type 000  
 Pages Recorded 2  
 Book-Page 73-400



JULY 17, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$2,222.32 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F17-HS-03-405D.

**ORDER**

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of two thousand two hundred twenty-two dollars and thirty-two cents (\$2,222.32) which represents reimbursement to Wood County for expenses incurred during the month of April, 2017, in regard to the Governor's Highway Safety Program Grant Number F17-HS-03-405D. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 73, at Page 97 and bearing the date of May 15, 2017, at which time David Blair Couch, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

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

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James E. Colombo, Commissioner

Wood County 10:27:55 AM  
Instrument No 8757897  
Date Recorded 07/17/2017  
Document Type 000  
Pages Recorded 1  
Book-Page 73-399  
Mark Rhodes

JULY 17, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$3,442.46 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F17-HS-03-405B.

**ORDER**

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of three thousand four hundred forty-two dollars and forty-six cents (\$3,442.46) which represents reimbursement to Wood County for expenses incurred during the month of April, 2017, in regard to the Governor's Highway Safety Program Grant Number F17-HS-03-405b. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 73, at Page 93 and bearing the date of May 15, 2017, at which time David Blair Couch, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

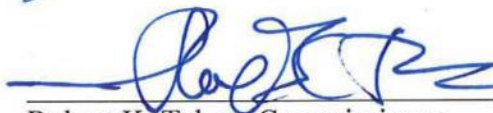
Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

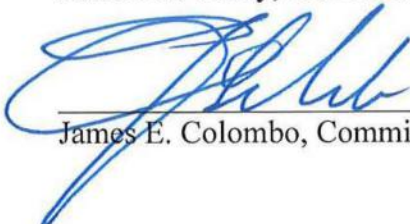
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

WOOD County 10:24:12 AM  
Instrument No 8757896  
Date Recorded 07/17/2017  
Document Type ORD  
Pages Recorded 1  
Book-Page 73-398  
Mark Rhodes



JULY 17, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED DAVID BLAIR COUCH TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE VICTIMS OF CRIME ASSISTANCE GRANT NUMBER 15-VA-075. SAID REQUEST IS IN THE AMOUNT OF \$6,342.84

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Victims of Crime Assistance Grant Number 15-VA-075. The Request for Reimbursement is in the amount of six thousand three hundred forty-two dollars and eighty-four cents (\$6,342.84) for the month of June, 2017. Along with the Request for Reimbursement Form; a Financial Recap Page; Project Financial Report; Daily Time Sheets for the Victims Advocate, Tiffany Kiger; Monthly Progress Reports and the Monthly Statistical Report have been submitted.

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

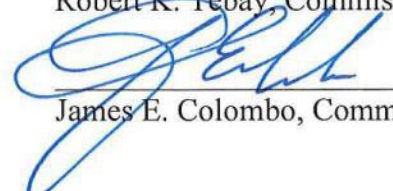
Documentation pertaining to the Victims of Crime Advocate Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James E. Colombo, Commissioner

M/3705

WEST VIRGINIA DIVISION OF JUSTICE AND COMMUNITY SERVICES	Request for Reimbursement
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RECEIVED (For DJCS Use Only)	Subgrantee: Wood County Commission
	Address: One Court Square, Suite 203 Parkersburg, WV 26101
	Project #: 15-VA-075
	FEIN#: 556 000 417
	Funds are hereby requested to cover expenditures FROM: 6/1/17 TO: 6/30/17

**PROJECT CASH EXPENDITURES**

CATEGORY	AMOUNT
Personnel/Contractual	\$6,342.84
Travel/Training	-0-
Space	
Other	
<b>TOTAL</b>	<b>\$6,342.84</b>

**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 \_\_\_\_\_ 7/17/17  
TYPED NAME & TITLE SIGNATURE DATE  
 (Authorized Official or Grant Financial Officer ONLY)

DJCS USE ONLY	
<b>ADMINISTRATIVE APPROVAL:</b>	
This request is approved in the amount of \$ _____ <small style="margin-left: 300px;">Initials</small> <small style="margin-left: 150px;">Date</small>	
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____ Date	_____ Program Accountant

Mark Rhodes  
 Wood County 10:22:02 AM  
 Instrument No 8757894  
 Date Recorded 07/17/2017  
 Document Type 000  
 Pages Recorded 2  
 Book-Page 73-196



JULY 17, 2017

IN RE: EXECUTIVE SESSION OF THE WOOD COUNTY COMMISSION

This 17<sup>TH</sup> day of July, 2017 at 9:52 o'clock A.M., in Room 203, of the Wood County Courthouse, Parkersburg, West Virginia, upon motion of Robert K. Tebay, seconded by David Blair Couch and made unanimous by James E. Colombo, County Commissioners, upon prior adjournment of the regular session, convened in EXECUTIVE SESSION upon authority granted by the West Virginia Code, Chapter 6, Article 9A, Sections 4, as amended:

WHEREUPON, the said David Blair Couch, President of the Commission, Robert K. Tebay and James E. Colombo, Commissioners, met with Marty Seufer, County Administrator, Attorney Dan Marshall, Wood County Prosecuting Attorney, Pat Lefebure and Wood County Clerk, Mark Rhodes.

All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, being for attorney/client privilege.

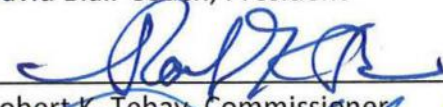
The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 11:17 o'clock A.M.

APPROVED:

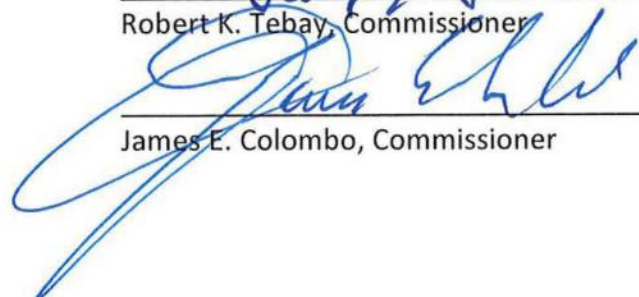
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/3709

Wood County 10:53:06 AM  
Instrument No 8757913  
Date Recorded 07/17/2017  
Document Type 000  
Pages Recorded 1  
Book-Page 73-440  
Mark Rhodes

JULY 17, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION APOINTEED DOUG KREINIK, LLOYD ROBERTS, DAVID SMITH, CHRISTINA LANG, MARK ABBOTT, JIM MIRACLE, SHANE KING, STEPHEN SIMONTON, CAROL JACKSON, TRACY HIGGINS, KIM KAPLAN AND PAUL ELLIOTT TO THE WOOD COUNTY ALTERNATIVE TRANSPORTATION SYSTEM COUNCIL.

**ORDER**

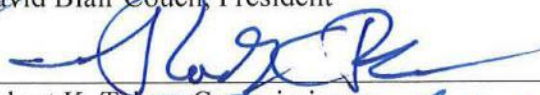
The County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, appointed Doug Kreinik, representing the business community; Lloyd Roberts, representing the City of Williamstown; David Smith, representing the WV Department of Transportation; Christina Lang, representing the trail user community; Mark Abbott, representing the trail user community; Jim Miracle, representing the Historical Community; Shane King, representing the City of Williamstown; Stephen Simonton, representing, representing the City of North Hills; Carol Jackson, representing the Mid-Ohio Valley Regional Council; Tracy Higgins, representing the Mid-Ohio Valley Regional Council; Kim Kaplan, representing the business community; and Paul Elliott, representing the WV State Parks, to the Wood County Alternative Transportation System Council.

Said appointments are pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. The new terms will expire July 15, 2019.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Robert K. Tebay, Commissioner

  
James E. Colombo, Commissioner

WOOD COUNTY 10:37:57 AM  
Instrument No 8757904  
Date Recorded 07/17/2017  
Document Type 000  
Pages Recorded 1  
Book-Page 73-422  
Mark Rhodes



JULY 17, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY  
AUTHORIZE THE REFINANCING OF BONDS FOR  
THE WOOD COUNTY JUSTICE CENTER.

**ORDER**

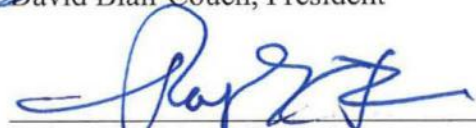
On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, did hereby AUTHORIZE the refinancing of the Series 2010A bonds used to finance the Wood County Justice Center through the services of Crews & Associates Inc., Charleston, West Virginia.

APPROVED:

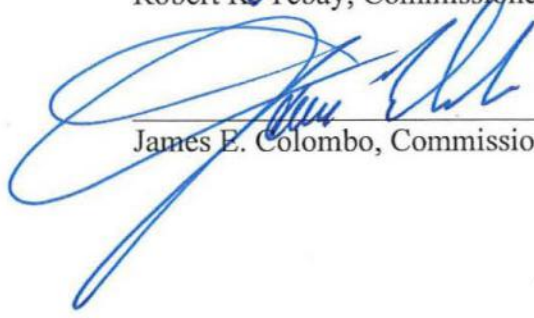
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/1790

Mark Rhodes  
WOOD County 10:41:41 AM  
Instrument No 8757907  
Date Recorded 07/17/2017  
Document Type 030  
Pages Recorded 1  
Book-Page 73-423

JULY 17, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
AMENDMENTS TO THE ABANDONED AND DILAPIDATED  
BUILDING ORDINANCE.

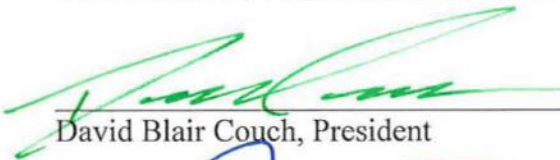
**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, did hereby AUTHORIZE Amendments to the Wood County, West Virginia Abandoned and Dilapidated Building Ordinance. Said amendment follows a public hearing that was held at 10:00 A.M. on Monday, July 17, 2017 and also upon the recommendation of the Enforcement Agency of the Wood County Abandoned and Dilapidated Building following their meeting on Wednesday, July 5, 2017. Said Amendment sets meeting requirements and sets responsibilities regarding the Compliance Officer.

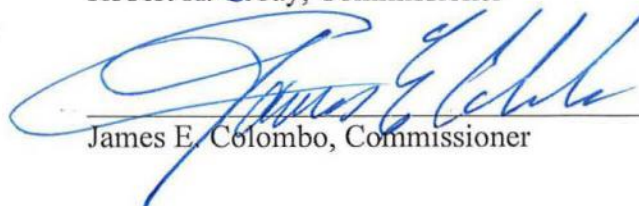
A copy of the amendment language is attached to this Order and shall be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James E. Colombo, Commissioner



# ABANDONED AND DILAPIDATED BUILDING ORDINANCE

## ARTICLE 1. AUTHORITY, EFFECTIVE DATE, TITLE, PURPOSE, JURISDICTION AND SEVERABILITY.

### Section 1.0 Authority

This ordinance is adopted by virtue of the authority granted in Chapter Seven, Article One, Section three-ff (§ 7-1-3ff) of the Code of West Virginia as amended.

### Section 1.1 Effective Date-

This ordinance shall become effective immediately upon the completion of all of the following: (1) an affirmative vote of the Wood County Commission in open session and in proper form; (2) the affixing of the signatures of the Commissioners present and voting; and (3) the filing of an executed copy thereof in the Order Book of the Wood County Commission.

### Section 1.2 Title-

This ordinance shall be titled and cited as the Wood County ordinance for the clearance of refuse and debris from private lands; demolition of buildings and recovery of costs incurred; notice of demand thereof; and the procedure to contest demand.

### Section 1.3 Purpose

The purpose of this ordinance is to promote the public safety or welfare of the citizens of Wood County, West Virginia by requiring the repair, alteration, improvement, vacating, closing, removal or demolition of dwellings or other buildings, or any combination thereof, unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities or other conditions prevailing in any dwelling or building, whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect, and by requiring the removal and clean up of any accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage located on private lands which is determined to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result or natural or manmade force or effect. PROVIDED, HOWEVER, this ordinance shall not apply to buildings utilized for farm purposes on land actually being used for farming.

### Section 1.4 Jurisdiction

This ordinance shall apply to all properties within Wood County, West Virginia, exclusive of properties within incorporated towns and cities, properties of the United States Government, and of the West Virginia State Government.

### Section 1.5 Severability

Should any article, section, subsection or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the ordinance as a whole or any part thereof other than the part so declared to be invalid or unconstitutional.

## Article 2. DEFINITIONS

### Section 2.0 Interpretation

For the purpose of this ordinance, the following interpretations shall apply:

- (a) Words used in the present tense include the future.
- (b) The singular includes the plural.
- (c) The plural includes the singular.
- (d) The word “person” includes a corporation, unincorporated association or partnership, chartered associations, partnership, natural persons, joint ventures, joint stock company, club, company, business trust, or the manager, agent, servant, officer or employee of any of them.
- (e) The term “shall” is mandatory and the term “may” is permissive.

### Section 2.1 Definitions

*Building*: Any man-made structure on a parcel of land that has one or more walls.

*Commission*: The County Commission of Wood County, West Virginia

*Commissioner*: An elected member of the County Commission of Wood County, West Virginia.

*Compliance Officers*: The officials appointed by the Wood County Commission duly sworn to enforce the laws of this ordinance.

*County Engineer*: An engineer employed by, or hired as a consultant to, the Wood County Commission, who is a member of the Enforcement Agency and who is registered by the West Virginia Board of Registration of Professional Engineers as a “Professional Engineer.”

*County Health Officer*: Any health officer or other employee appointed or employed by any combined board of health pursuant to Chapter 16, Article 2, Section 3 of the Code of West Virginia (§ 16-2-3) of the Code of West Virginia.

*County Litter Control Officer*: A person appointed by the County Commission of Wood County, West Virginia, to perform the functions of County Litter Control Officer as authorized by the Code of West Virginia, Chapter 7, Article 1, Section 3ff.

*Enforcement Agency*: The Enforcement Agency is that agency of Wood County Government charged under Chapter 7, Article 1, Section 3ff (§ 7-1-3ff) of the Code of West Virginia with the investigation and enforcement of violations of that statute and this ordinance. Its membership includes: County Engineer, County Health Officer, Sheriff, an appointed Fire Chief, County Litter Control Officer and two other members at large. The Sheriff is an *ex officio* member.

*Farm or Farm Operations*: Shall have the same definition as contained in West Virginia Code Chapter 11, Article 1A, Section 3(f) [§ 11-1A-3(f)].



*Structure:* Anything constructed, the use of which requires a fixed location on the ground; or, anything attached to something having such location. Structures include prefabricated buildings even if they are not anchored to the ground. A structure does not include fences, individual driveways, or retaining walls.

*Toxic Substances:* Means any substance which because of its quantity, concentration or physical, chemical or infectious characteristics may (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating or reversible illness; or (2) pose a substantial present or potential hazard to human health exclusive of any application of substances for bona fide farming operations.

## ARTICLE 3. ENFORCEMENT AGENCY

### Section 3.0 Membership

The Enforcement Agency shall consist of the following members: County Engineer, County Health Officer, a Fire Chief from a county fire company, County Litter Control Officer, and two members of the general public. The Sheriff of Wood County shall serve as an ex-officio member of the Enforcement Agency.

The County Commission shall select and appoint two members of the general public and a Fire Chief from a county fire company to serve staggered three-year terms. Upon initial appointment, one of the citizens-at-large shall serve a one (1) year term, the second citizen-at-large shall serve a two (2) year term and the Fire Chief shall serve a three (3) year term. Upon their reappointment or upon appointment of a successor at the end of a regular term, all future appointments shall be for a three-year term.

### Section 3.1 Meetings

- (a) The members of the Enforcement Agency shall meet in public session **quarterly** on a certain date and time, to be determined by the Enforcement Agency after their appointment, and at the same meeting as the election of officers. In order that citizens shall know the date and time of the meeting, once the Enforcement Agency has selected the date and time for their monthly meeting, said date and time shall be published.
- (b) At the first meeting of the Enforcement Agency and on the one (1) year anniversary date thereafter, the members of the Enforcement Agency shall appoint: one of its members to serve as its President, and one of its members to serve as its Vice-President, and one of its members to serve as its Secretary. Each member so appointed to the office of President, Vice-President or Secretary shall serve a one (1) year term of office or until replaced.
- (c) Three members of the Enforcement Agency in attendance at the monthly meeting shall constitute a quorum.
- (d) Meetings of the Enforcement Agency shall be conducted generally in accordance with Robert's Rules of Order.
- (e) It is the intention of this County Commission that complaints shall be investigated as quickly and as expeditiously as possible. Therefore, at the monthly public meeting, the Enforcement Agency shall receive complaints from the **County Compliance Officers**, County Engineer and/or from the general public concerning: dwellings or other buildings or any combination thereof that may be dilapidated, unfit for human habitation



or due to defects increasing the hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or any other conditions prevailing in these dwellings or other buildings whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result of natural or manmade force or effect; and complaints concerning accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage located on private lands which may be deemed to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result of natural or manmade force or effect. Complaints received by the County Administrator, or the County Commission may be forwarded to the County Compliance Officers or County Engineer for his investigation without waiting for a meeting of the Enforcement Agency.

- (f) The County Compliance Officer or County Engineer may enter into an agreement with the landowner to remedy deficiencies. The Enforcement Agency shall be advised of the agreement at it's next monthly meeting for approval. Such agreement shall state on its face: "THIS AGREEMENT SHALL NOT BE BINDING UPON THE WOOD COUNTY ABANDONED AND DILAPIDATED BUILDING ENFORCEMENT AGENCY UNLESS AND UNTIL APPROVED BY SAID ENFORCEMENT AGENCY AT ITS' MONTHLY MEETING." The landowner shall further be advised of the time and place of the next meeting of the Enforcement Agency.
- (g) The members of the Enforcement Agency may, if a quorum is present, by a majority vote of those present accept the complaint from a the County Compliance Officers, or from a citizen for investigation by the Enforcement Agency; or if the complaint is from the County Engineer, and the investigation shall already have been made, the Enforcement Agency may accept the report of the County Engineer and proceed according to paragraph 3.1(h)g post:
- (h) Upon the completion of the investigation of the citizen's complaint or complaint presented by the compliance officer, and without further public input, the members of the Enforcement Agency, relying upon the investigation report of the Enforcement Agency staff, by a majority vote of those members present in public session may:
- (1) dismiss the citizen's complaint; or
  - (2) continue the matter over until a later monthly meeting to permit further investigation; or
  - (3) enter into an agreement with the owner to remedy deficiencies and continue the matter over until a later monthly meeting to permit the property owner time to remedy deficiencies in accordance to an agreement between the Enforcement Agency and the property owner; or
  - (4) continue the matter over until a later monthly meeting; or
  - (5) requiring the property owner to repair, alter, improve, determine that the dwelling, building, accumulation of refuse or debris, overgrown vegetation, toxic spillage, or toxic seepage is unsafe, unsanitary, dangerous or detrimental to the public safety or welfare and should be repaired, altered, improved, vacated, removed, closed, cleaned up or demolished as the case may be



and direct the County Engineer to initiate proceedings before the County Commission by petition/complaint to seek an order of the County Commission to:

- (A) vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time; or
- (B) to remove or clean up any accumulation or refuse or debris, overgrown vegetation or toxic spillage or toxic seepage within a reasonable time; and
- (C) to impose daily civil monetary penalties upon the property owner who fails to obey the order of the County Commission; and
- (D) if necessary, to request that the County Commission advertise for and seek a contractor to make the ordered repairs, alterations, improvements, demolition, removal or clean up; and
- (E) to institute a civil proceeding in the Circuit Court of Wood County, West Virginia to subject the private land in question to a lien to satisfy the contractor's costs in making the ordered repairs, alterations, improvements, demolition, removal or clean up; the daily civil monetary penalty imposed; reasonable attorney fees and court costs expended to order the private land in question sold to satisfy this lien; and order and decree that the contractor may enter upon the private land in question to perform the ordered repairs, alterations, improvements, demolition, removal or clean up.

### Section 3.2 Condemnation of Unsafe Structures

- (a) *Unsafe Structures.* An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
- (b) *Imminent Danger.* When, in the opinion of the County Engineer, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building or to the building occupants or those in the proximity of any structure deemed dangerous, the Compliance Officer is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The Compliance Officer shall cause to be posted at each entrance to such structure a notice reading as follows: "Following inspection by the County Engineer, this structure has been determined unsafe and its occupancy has been prohibited by the County Compliance Officer." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.
- (c) *Structure unfit for human occupancy.* A structure is unfit for human occupancy whenever the County Engineer finds that such structure is unsafe,



unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

- (d) *Closing of vacant structure.* If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the Compliance Officer or County Engineer is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified within the order, the Compliance Officer shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal source.
- (e) *Temporary Safeguards.* Notwithstanding other provisions of this ordinance, whenever, in the opinion of the County Engineer, there is imminent danger due to an unsafe condition, the Compliance Officer shall order the necessary work to be done, including boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the County Engineer deems necessary to meet such an emergency.
- (f) *Structural Members.* All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. Structures severely damaged by fire, or other calamity, should be demolished if not deemed structurally safe.
- (g) *Notice.* Whenever the County Engineer has condemned a structure under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure. If the property owner disagrees with the County Engineers determination and designation, the property owner may contract with a licensed (in the State of West Virginia), structural engineer to analyze the structure and to complete the necessary engineering calculations. The property owner could then use this technical report to object to the 'dilapidated' or 'condemned' designation.
- (h) *Placarding.* Upon failure of the owner or person responsible to comply with the notice provisions with the time given, the Compliance Officer shall post on the premises a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises or removing the placard.
- (i) *Placard Removal.* The Compliance Officer shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the Compliance Officer shall be subject to the penalties provided by Section 3.2 (l) of this ordinance.
- (j) *Prohibited Occupancy.* Any person who shall occupy a placarded premises, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises shall be liable for the penalties provided by Section 3.2 (l) of this ordinance.
- (k) *Liability.* The Compliance Officer, County Engineer, officer or employee charged with the enforcement of this ordinance, while acting for the county,



shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties. Any suit instituted against any officer or employee in the lawful discharge of duties and under the provisions of this ordinance shall be defended by the legal representative of the county until the final termination of the proceedings. The Compliance Officer, County Engineer, or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this ordinance; and any officer or employee acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any omission in the performance of official duties in connection therewith.

- (1) *Violation Penalties.* Any person who shall violate a provision of the ordinance, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by West Virginia Code Chapter 17-23-9. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The Wood County Commission has the right to abate the nuisance and recover costs of abatement with respect to the property owner.

### Section 3.3 Enforcement Agency Rules for Conducting Investigations

(a) Upon the members of the Enforcement Agency voting to accept the citizen's complaint or, upon acceptance of the complaint by the County Engineer, the County Engineer, along with at least one other member of the Enforcement Agency who may be assisted by County Compliance Officers shall conduct an investigation; the County Engineer in the course of his investigation may contact some or all of the following public officials and ascertain some or all the following information, depending upon what kind of complaint is filed:

- (1) Sheriff's Tax Office to ascertain the property owner's address, the tax district, tax map and parcel number for the property in question; its assessed value for both the lands and buildings; acreage of lot size if known by the Sheriff's Tax Office and the status of taxes paid or due and owing on this property; any lien information.
- (2) Clerk of the County Commission to ascertain any information about judgment liens, tax liens, mechanics liens or deed of trust liens on the subject property and obtain a copy of the deed, or other document by which the owner obtained title to the property in question.
- (3) Assessor's Office to ascertain lot or parcel size and a copy of a tax map for the property in question.
- (4) County Health Officer to ascertain the type of water and sewer system serving the property in question.
- (5) County Fire Departments to ascertain the number of fire service or ambulance calls to that property in the last **three** years.
- (6) Planning Commission staff to ascertain the number of improved lots in that or nearby subdivisions; location of the property in question insofar as flood prone areas, river, streams, and ponds are concerned; the location of nearby schools, hospitals and residences in the immediate area and in the watershed area.



- (7) United States Department of Agriculture Offices to ascertain the types of farming operations in the area in question and the soil types.
- (8) West Virginia State Police and Wood County Sheriff's Department to ascertain the nature and number of law enforcement problems originating from the property in question in the last **three** years.
- (9) The County Engineer shall, whenever possible, take written statements from the complaining party, the property owner, neighbors and other interested persons and attach these statements to the investigative report.
- (b) The County Engineer shall at the conclusion of the investigation prepare a written investigative report providing a copy to each member of the Enforcement Agency at the monthly meeting of the Enforcement Agency where the investigative report shall be considered.
- (c) The County Engineer may propose an agreement between the property owner and the Enforcement Agency whereby the property owner agrees to remedy all deficiencies to the satisfaction of the Enforcement Agency within a designated period of time.
- (d) The County Engineer shall, at the direction of the Enforcement Agency, initiate by petition/complaint on behalf of the Enforcement Agency, an action before the County Commission to seek an order of the County Commission requiring the property owner to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time; or to remove or clean up any accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage within a reasonable time; and to impose daily civil monetary penalties upon the property owner who fails to obey the order of the County Commission; and if necessary, to request that the County Commission advertise for and seek a contractor to make the ordered repairs, alterations, improvements, demolition, removal or clean up; and to institute a civil proceeding in the Circuit Court of Wood County, West Virginia to subject the private land in question to a lien to satisfy: the contractor's costs in making the ordered repairs, alterations, improvements, demolition, removal or clean up; the daily civil monetary penalty imposed; reasonable attorney fees and court costs expended and to order the private land in question sold to satisfy this lien; and order and decree that the contractor may enter upon the private land in question to perform the ordered repairs, alterations, improvements, demolition, removal or clean up.
- (e) Upon completion of the investigation, and approval of the investigative report by the Enforcement Agency, the County Engineer shall file his petition before the county commission and shall request that the Clerk of the Wood County Commission deliver notice to the property owner, in the manner provided in Rule 4 of the West Virginia Rules of Civil Procedure, stating therein the findings and recommendations of the Enforcement Agency and further, advising the property owner that the County Commission shall enter an Order implementing the recommendations unless, within ten days of the receipt of the notice, the property owner shall have filed with the Clerk of the Wood County Commission a written request for a hearing.
- (f) The members of the Enforcement Agency are specifically authorized to enter upon lands under their jurisdiction, as set out in Section 1.4 *supra*, without a warrant for the sole purpose of making the investigation required herein; however, any such entrance upon the property in question shall be made in such a manner as to cause the least possible inconvenience to the persons in possession.



(g) The County Litter Control Officer shall have authority to issue citations for violations of the provisions of Chapter 20, Article 7, Section 26 (§20-7-26) of the Code of West Virginia, after completing a training course offered by the

West Virginia Division of Natural Resources. Nothing in this sub-section supersedes the authority or duty of other law enforcement officers to preserve law and order and enforce the litter control program.

#### ARTICLE 4. PROCEEDINGS BEFORE THE COUNTY COMMISSION

##### Section 4.0 Institution of Proceeding Before the County Commission

Enforcement action begins with the County Engineer filing the petition/complaint in the Office of the Clerk of the County Commission of Wood County, on behalf of the Enforcement Agency as set out in Article 3, paragraph (d) and (e) *supra*.

##### Section 4.1 Service of a Copy of the Enforcement Agency Petition/Complaint Upon the Property Owner

The Clerk of the County Commission of Wood County shall receive and file the petition/complaint of the Enforcement Agency and shall cause a copy thereof to be served upon the property owner in the manner provided in Rule Four (4) of the West Virginia Rules of Civil Procedure. The Clerk of the County Commission of Wood County shall note on the original petition/complaint the date service was accomplished if by personal service, and cause the person making personal service to certify that personal service was performed on that date. A copy of this return of service shall be provided by the Clerk of the County Commission to the County Engineer.

##### Section 4.2 Failure of the Property Owner to Request a Hearing Before the County Commission Upon the Petition/Complaint of the Enforcement Agency.

- (a) If the property owner or owners shall fail to file with the Clerk of the County Commission a written request for a hearing before the County Commission upon the petition/complaint of the Enforcement Agency within ten (10) days of service of the petition/complaint upon said owner or owners, the County Commission may enter an order implementing the determinations and recommendations of the Enforcements Agency and ordering the property owner to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time or to remove or clean up any accumulation or refuse or debris, overgrown vegetation or toxic spillage or toxic seepage within a reasonable time and to impose daily civil monetary penalties on any owner or owners who fail to obey such an order as appropriate under the facts of the case.
- (b) The Clerk of the County Commission of Wood County shall cause such order of the commission to be filed and an attested copy of such order to be served upon the property owner or owners by United States Postal Service by certified mail, return receipt requested, at the same address used by the Sheriff to mail the property owner his tax bill. The Clerk shall note on the file copy of the order the date of the mailing and the address to which it was mailed.



Section 4.3 Setting a Date and Time for a Hearing on the Petition/Complaint of the Enforcement Agency When Requested by the Property Owner.

After receipt of a written request for a hearing upon the Enforcement Agency's petition/complaint by the property owner, the County Commission at its next regular meeting shall enter an order setting this matter down for hearing at a particular time and date within twenty (20) days of the receipt of the written request. In that regards the Clerk of the County Commission shall note the date of the filing of the written request upon the face of the written request. Upon the entry of the order setting this matter down for hearing, the Clerk of the County Commission shall file the original order and mail attested copies thereof to the property owner and *County Engineer* by United States Postal Service first class mail, within ten (10) days at the return address specified in the property owner's written request for hearing; or, if no return address is on the request for hearing, at the address utilized by the Sheriff for the property owner's tax bill. The Clerk of the County Commission shall note on the filed order the address, date of mailing of each attested copy mailed.

Section 4.4 Hearing Before the County Commission

The hearing before the County Commission upon the petition/complaint of the Enforcement Agency shall be either recorded by electronic device or by court reporter. The President of the County Commission will call the hearing to order and note on the record, each member of the County Commission in attendance and whether a quorum exists to proceed. The President will note on the record of presence or absence of each of the litigants in person, *pro se* and/or by their respective counsel. Witnesses will be administered an oath by the President prior to testifying. The President of the County Commission will conduct the hearing and rule on matters of procedure and law. The West Virginia Rules of Evidence shall not apply to the proceedings, but each party shall have the right to present evidence and examine and cross-examine all witnesses. Documentary evidence will be marked as exhibits and if relevant and probative admitted into evidence. The County Commission shall have the right to recess the hearing and visit the property in question for a view. Facts discerned by commission members on the view are evidence that may be considered. Each party shall have the right to make an opening and a closing statement. The Enforcement Agency has the burden of providing its allegations by a preponderance of the evidence and shall have the duty to go forward with the evidence.

Section 4.5 Findings of Fact, Determinations, Conclusions of Law, Orders, and Civil Monetary Penalties by the County Commission.

- (a) At the conclusion of the Section 4.4 hearing regarding a dwelling of building, the County Commission shall by a majority vote make findings of fact, determinations and conclusions of law as to whether a dwelling or building:
  - (1) Is unfit for human habitation due to dilapidation, whether the result of natural or manmade force or effect which would cause the dwelling or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or
  - (2) Has defects that increase the hazard of fire, accidents or other calamities, whether the result of natural or manmade force or effect, which would

- cause the dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or
- (3) Lacks ventilation, light or sanitary facilities whether the result of natural or manmade force of effect which would cause the dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or
  - (4) Has other conditions prevailing therein whether used for human habitation or not, and whether the result of natural or man-made force or effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.
- (b) If these findings of fact, determinations and conclusion of law are made, the County Commission may by majority vote, order the property owner or owners to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time and to impose a daily civil monetary penalty *not to exceed \$100 per day per violation* upon the property owner or owners jointly and severally for each day after the time limitation has passed for the ordered work to be performed and completed to the satisfaction of the County Commission and the ordered work has not been completed, or for any other failure to obey the order of the County Commission beyond the time limitation set for that compliance to have occurred.
- (c) At the conclusion for the Section 4.4 hearing regarding trash, debris, vegetation or toxic substances, the County commission shall by a majority vote make findings of fact and conclusions of law as to whether:
- (1) There is an accumulation of refuse or debris on private land whether the result of natural or manmade force of effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or,
  - (2) There is overgrown vegetation on private lands, whether the result or natural or manmade force or effect, which would cause such lands to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or,
  - (3) There is toxic spillage on private lands, whether the result or natural or manmade for or effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or
  - (4) There is toxic seepage on private land whether the result of natural or manmade force or effect which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.
- (d) If these findings of fact and conclusions of law show that a violation of this ordinance exists, the County Commission may by a majority vote order the property owner or owners to remove or clean up any accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage from the private land in question within a reasonable time and to impose a daily civil monetary penalty not exceeding *\$100.00 per day per violation* upon the property owner or owners jointly and severally for each day after the time limitation has passed for the ordered work to be performed and completed to the satisfaction of the County Commission and the ordered work has not been completed, or for any



other failure to obey the order of the County Commission beyond the time limitation set for that compliance to have occurred.

ARTICLE 5. APPEAL OF DECISION OF THE COUNTY COMMISSION TO  
CIRCUIT COURT

Section 5.0 Appeals of Decisions of County Commission to Circuit Court

Appeals from the County Commission's decisions made in the Section 4.4 hearings to Circuit Court shall be in accordance with the provisions of Article Three, Chapter Fifty-eight (§ 58-3-1 et seq.) of the Code of West Virginia as amended.

ARTICLE 6. PROCEDURES FOR CONTRACTING WITH VENDORS TO  
PERFORM ORDERED REPAIRS, ALTERATIONS, IMPROVEMENTS,  
DEMOLITION, REMOVAL OR CLEAN UP UPON THE FAILURE OF  
THE PROPERTY OWNER TO COMPLY WITH THE ORDER OF THE  
COUNTY COMMISSION

Upon the failure of the property owner of owners to perform the ordered duties and obligations as set forth in the order of the County Commission within the time limitation set by said order, the County Commission shall advertise for and seek contractors to make the ordered repairs, alterations, improvements, demolition, removal or clean up, and may enter into any contract with any such contractor to accomplish the ordered repairs, alteration, improvements, demolition removal or clean up. Any such bids awarded shall require product and debris removed from the site to be deposited in a licensed landfill operating in Wood County, West Virginia.

A civil proceeding shall be brought in a court of competent jurisdiction by the county commission against the owner or owners of the private land which is the subject matter of the order of the county commission to subject the private land in question to a lien for the amount of the contractor's costs in making these ordered repairs, alterations or improvements, or ordered demolition, removal or clean up together with any daily civil monetary penalty imposed and reasonable attorney fees and court costs and to order and decree the sale of the private land in question to satisfy the lien, and to order and decree that the contractor may enter upon the private land in question at any and all times necessary to make improvements, or ordered repairs, alterations or improvements, or ordered demolition, removal or clean up. In addition, the county commission shall have authority to institute a civil action in a court of competent jurisdiction against the landowner or other responsibility party for all costs incurred by the county with respect to the property and for reasonable attorney fees and court costs incurred in the prosecution of the action.

This County Commission shall have the power and authority and accept grants, subsidies, donations, and services in kind consistent with the objectives of this section.

ADOPTED this 23<sup>rd</sup> day of July 1998.

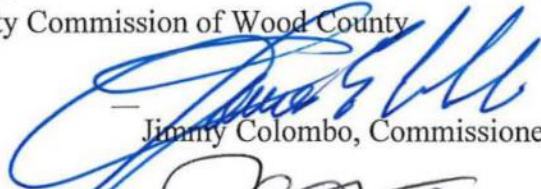
REVISED September 18, 2003 (Name Change)

REVISED February 9, 2006 (Addition of County Litter Control Officer)

REVISED March 26, 2009 (Requires Use of Wood County Landfill on county projects)

**REVISED**

Approved:  
The County Commission of Wood County

  
Jimmy Colombo, Commissioner

  
Robert K. Tebay, Commissioner

  
David Blair Couch, Commissioner

\*  
Mark Rhodes  
Wood County 10:46:56 AM  
Instrument No 8757910  
Date Recorded 07/17/2017  
Document Type 030  
Pages Recorded 15  
Book-Page 73-425



JULY 17, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY EXECUTE A  
POLICY RESOLUTION REGARDING RETIREE HEALTH  
INSURANCE.

**ORDER**


On this date, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, did hereby AUTHORIZE a change in the effective date for the Resolution affirming the Wood County Commission's policy regarding retiree participation in the West Virginia Public Employees Insurance Agency Health Plan. Said date is effective November 1, 2017.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James E. Colombo, Commissioner

A/1792

Mark Rhodes  
Wood County 10-45-43 AM  
Instrument No 8757909  
Date Recorded 07/17/2017  
Document Type 030  
Pages Recorded 1  
Book-Page 73-424

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **757367**

Tax Year: **2017**

Upon the application of **LINGER ROGER D** whose address is **910 34TH ST VIENNA, WV 26105-2510** aggrieved by an erroneous assessment in VIENNA District (10), in the County of Wood, for the **2017** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2017** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**Due to a taxpayer error both a 2013 Ford Truck and a 2013 FJ Cruiser were reported on 2017 assessment card. The FJ Cruiser was traded for the Ford Truck on June 01,2016. Please Exon FJ Cruiser from tax ticket 757367 2017. THANK YOU**

All of which is ordered to be certified to the Auditor of the State of West virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2017	BILLING	4	1,357.98	3.112120	4	43,635
06/21/2017	PENDING EXONERATION	4	-483.16	3.112120	4	-15,525
Adjusted Net Taxes			874.82	Adjusted Net Value		28,110

*Roger D Linger*  
Taxpayer

*[Signature]*  
Prosecutor

*[Signature]*  
Assessor

PHONE - 304-482-5782  
*[Signature]*  
Commissioner

*[Signature]*  
County Commission President

*[Signature]*  
Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on July 17, 2017

RECEIVED  
JUL 07 2017  
*[Signature]*  
County Administrator

Mark Rhoades  
WOOD County 10:54:50 AM  
Instrument No 8757914  
Date Recorded 07/17/2017  
Document Type 000  
Pages Recorded 1  
Book-Page 73-441

By: Don Grimm



7/17/17



CENTRAL TELECOMMUNICATIONS CENTER  
OF WOOD COUNTY  
911 Core Road, Parkersburg, WV 26104 • 304-420-0911

July 11, 2017

Wood County Commission  
#1 Court Square  
Parkersburg, WV 26101

Dear Commissioners:

Please make the following addition to the payroll for the July 31, 2017 pay period:

- Hannah Stout will begin work as full time dispatcher on July 17, 2017.

Her annual salary as approved is \$29,034.72 per year or \$1209.78 bi-monthly and should be taken from line item 1-712-10-184.

Thank you for your attention to this matter.

Sincerely,

Rick Woodyard  
Director  
Central Telecommunications

RECEIVED  
JUL 14 2017  
COUNTY  
ADMINISTRATOR

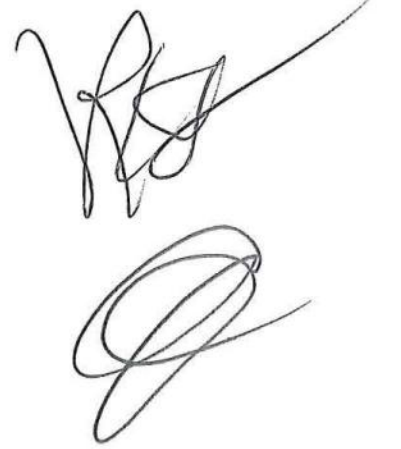
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Mark Rhodes  
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Instrument No 8757675  
Date Recorded 07/13/2017  
Document Type CSO  
Pages Recorded 1  
Book-Page 73-393

# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
3368	KESTERSON	KESTERSON CLEANERS	REGULAR	07/11/2017	11.03	

HOME CONFINEMENT Bank Id 108 Totals 11.03

Report Totals 11.03

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.



# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
6628	CRYSTAL	CRYSTAL SPRING WATER	REGULAR	07/11/2017	93.50	
6629	DOMINIONH	DOMINION HOPE	REGULAR	07/11/2017	113.39	
6630	MONPOWER	MON POWER	REGULAR	07/11/2017	1,167.22	
6631	ODEPOT	OFFICE DEPOT	REGULAR	07/11/2017	129.48	
6632	RICOH	RICOH USA INC	REGULAR	07/11/2017	204.67	
6633	WOOD CO W	WOOD COUNTY WASTE	REGULAR	07/11/2017	156.21	
<b>COMM.CRIMINAL JUSTICE FUND Bank Id 172 Totals</b>					1,864.47	
<b>Report Totals</b>					1,864.47	




# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
6878	BATTERIES	BATTERIES DIRECT	REGULAR	07/11/2017	264.00	
6879	GEN CO FD	GENERAL COUNTY FUNDS	REGULAR	07/11/2017	34,862.16	
6880	T&S	T&S LAWN-LANDSCAPE INC	REGULAR	07/11/2017	320.00	
6881	WINANS	WINANS SERVICES	REGULAR	07/11/2017	266.42	
6882	WOOD CO FIRE	WOOD CO FIRE BOARD	REGULAR	07/11/2017	59.62	
<b>E-911 FUND Bank Id 107 Totals</b>					35,772.20	
<b>Report Totals</b>					35,772.20	



Handwritten signature in black ink, appearing to be 'WJP'.



# Check Register Report for Wood County Commission

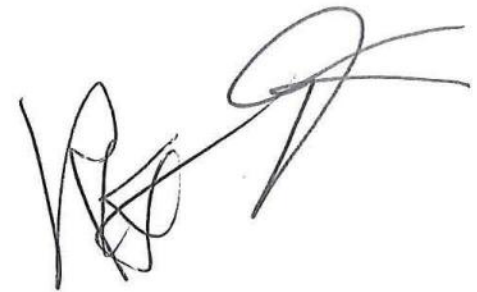
Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
1557	GEN CO FD	GENERAL COUNTY FUNDS	REGULAR	07/11/2017	53,807.27	
1558	MARSHALLB	BRENDA MARSHALL	REGULAR	07/11/2017	76.50	
MAGISTRATE COURT Bank Id 105 Totals					<u>53,883.77</u>	
Report Totals					<u>53,883.77</u>	

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# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
163388	SOFTWARES	SOFTWARE SYSTEMS INC	REGULAR	07/11/2017	405.00	
163389	TIANO M	TIANO-KNOPP ASSOC, INC.	REGULAR	07/11/2017	249.32	
163390	UNDERWOODM	MEGAN UNDERWOOD	REGULAR	07/11/2017	118.23	
163391	VERIZONW	VERIZON WIRELESS	REGULAR	07/11/2017	563.77	
163392	WATERBOY	WATERBOY LLC	REGULAR	07/11/2017	22.00	
163393	WOLFEJ	JEREMY WOLFE	REGULAR	07/11/2017	118.23	
163394	WORKINGMA	WORKINGMAN'S STORE	REGULAR	07/11/2017	386.98	
163395	WVSP ACCOUNT	WVSP ACCOUNTING	REGULAR	07/11/2017	343.00	
163396	LAMP	LAMP PESTPROOF	REGULAR	07/11/2017	340.00	
163397	S W RESOU	S W RESOURCES	REGULAR	07/11/2017	28,200.00	


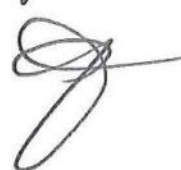
<b>GENERAL FUND Bank Id 101 Totals</b>	45,792.81
<b>Report Totals</b>	45,792.81



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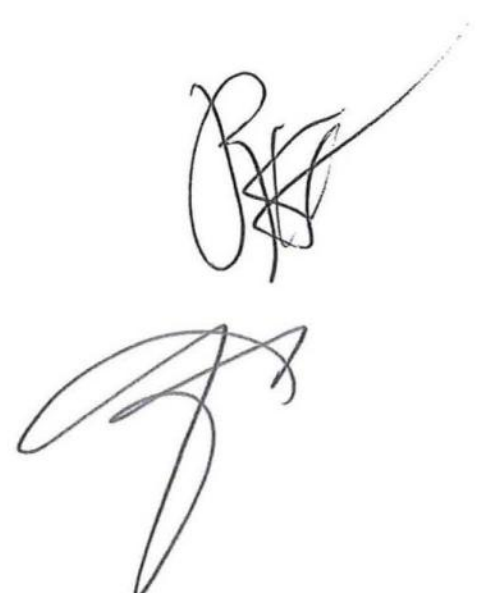


# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
163363	ASTORGFORD	ASTORG FORD LINCOLN-MERCURY	REGULAR	07/11/2017	103.95	
163364	BAUERBACHR	RACHEL BAUERBACH	REGULAR	07/11/2017	155.90	
163365	BOYLEN	JODIE BOYLEN	REGULAR	07/11/2017	118.23	
163366	BRADFORD R	RISHA BRADFORD	REGULAR	07/11/2017	13.91	
163367	CASTO	CASTO & HARRIS, INC.	REGULAR	07/11/2017	336.00	
163368	CHAPMAN	CHAPMAN PRINTING CO. INC	REGULAR	07/11/2017	241.73	
163369	COP	CITY OF PARKERSBURG	REGULAR	07/11/2017	32.40	
163370	CRUM G	GWEN CRUM	REGULAR	07/11/2017	433.71	
163371	CRYSTAL	CRYSTAL SPRING WATER	REGULAR	07/11/2017	44.00	
163372	CWS	CWS	REGULAR	07/11/2017	4,046.15	
163373	DEBARR	DEBARR TRUCKING CO. INC.	REGULAR	07/11/2017	114.92	
163374	DOMINIONH	DOMINION HOPE	REGULAR	07/11/2017	236.50	
163375	GLADE	GLADE SPRINGS RESORT	REGULAR	07/11/2017	1,355.20	
163376	GUICE	RHEA GUICE	REGULAR	07/11/2017	118.23	
163377	IKE WALKER	IKE WALKER ORGANIZATION	REGULAR	07/11/2017	360.00	
163378	KESTERSON	KESTERSON CLEANERS	REGULAR	07/11/2017	360.94	
163379	LEFEBURE P	PATRICK LEFEBURE	REGULAR	07/11/2017	118.23	
163380	LEWIST	TYLER LEWIS	REGULAR	07/11/2017	1,155.00	
163381	LEXIS	LEXIS NEXIS	REGULAR	07/11/2017	3,946.68	
163382	MARTINE	EMILY MARTIN	REGULAR	07/11/2017	118.23	
163383	MATHENY M	MATHENY MOTOR TRUCK CO	REGULAR	07/11/2017	271.90	
163384	NAT 4H	NATIONAL 4-H COUNCIL-SUPPLY SERVICE	REGULAR	07/11/2017	59.75	
163385	PCM-G	PCMG	REGULAR	07/11/2017	252.99	
163386	RIS	RECORDS IMAGING & STORAGE INC	REGULAR	07/11/2017	933.50	
163387	SKOGSTAD	RUSSELL SKOGSTAD	REGULAR	07/11/2017	118.23	

# Check Register Report for Wood County Commission

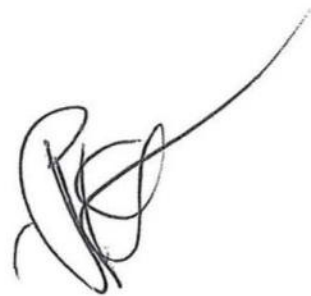
Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
2329	DENTAL	RENAISSANCE	REGULAR	07/10/2017	2,293.88	
2330	DENTAL	RENAISSANCE	REGULAR	07/10/2017	1,073.94	
GENERAL FUND Bank Id 101 Totals					<u>3,367.82</u>	
Report Totals					<u>3,367.82</u>	

A large, stylized handwritten signature in black ink, located in the lower right quadrant of the page. The signature is cursive and appears to be a name, possibly "R. H. ...".



# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
1238	WV DEPUTY	WV DEPUTY SHERIFF'S RETIREMENT	REGULAR	07/12/2017	2,540.00	
DEPUTY SHERIFF'S RETIREMENT Bank Id 369 Totals					<u>2,540.00</u>	
Report Totals					<u>2,540.00</u>	



# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
2331	IRS-PAY	INTERNAL REVENUE SERVICE	REGULAR	07/14/2017	82,443.09	
2332	CHILD	CHILD SUPPORT ENF DIV	REGULAR	07/14/2017	671.88	
2333	FSA	TASC	REGULAR	07/14/2017	2,788.25	
2334	EMPOWER	EMPOWER RETIREMENT	REGULAR	07/14/2017	45.00	
163398	GREAT LAKES	GREAT LAKES HIGHER ED. GUARANTY CORPORATION	REGULAR	07/14/2017	132.69	
163399	MAGISTRATE	WOOD COUNTY MAGISTRATE COURT	REGULAR	07/14/2017	157.84	
163400	NRS	NATIONWIDE RETIREMENT SOLUTIONS	REGULAR	07/14/2017	1,915.00	
163401	PHEAA	PHEAA	REGULAR	07/14/2017	427.89	
163402	PUBLIC DE	ONE COMMUNITY FEDERAL CREDIT UNION	REGULAR	07/14/2017	10,693.00	
<b>PAYROLL FUND Bank Id 101 Totals</b>					99,274.64	
<b>Report Totals</b>					99,274.64	



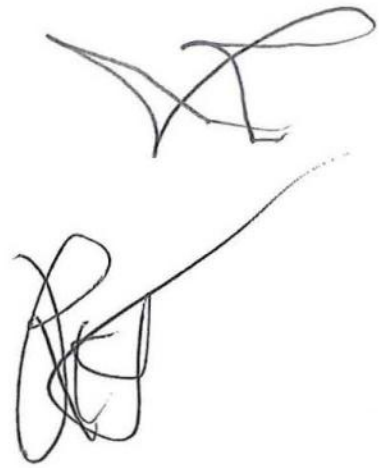
A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.



# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
6634	UNITED BANK	UNITED BANKCARD CENTER	REGULAR	07/13/2017	1,064.12	

COMM.CRIMINAL JUSTICE FUND Bank Id 172 Totals	<u>1,064.12</u>
Report Totals	<u>35,921.64</u>



# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
6883	UNITED BANK	UNITED BANKCARD CENTER	REGULAR	07/13/2017	6,096.45	

E-911 FUND Bank Id 107 Totals

6,096.45

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# Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
2335	MONPOWER	MON POWER	REGULAR	07/13/2017	24,232.67	
163403	UNITED BANK	UNITED BANKCARD CENTER	REGULAR	07/13/2017	28,064.48	

GENERAL FUND Bank Id 101 Totals 52,297.15  
Report Totals 52,297.15

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