

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
THURSDAY, JUNE 21, 2018

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

At 9:00 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 minutes of June 7, 2018.

AGENDA AND DISCUSSION ITEMS

At 9:30 A.M., the County Commission held hearing in regard to the Donald E. Harris, Sr. estate. Blaine Myers, Attorney, discussed a Motion for Disposition of Proof of Claims. After discussion, the County Commission Ordered the removal of the Fiduciary and to disallow claims for Vanguard Financial and settle the Estate. (Probate Order)

At 9:42 A.M., the County Commission met with Wood County IT Director, Chris Whitaker and Andrew Parker from Global Science and Technology (GST). It was proposed that GST be contracted to provide a circuit to the State for internet access. Mr. Whitaker stated he will research the proposal and report back to the Commission with a recommendation.

At 9:45 A.M., Selena Roney failed to appear for the hearing in regard to the Linda Robey estate.

At 9:56 A.M., the County Commission approved the hiring of Tasha Hewitt as a Deputy Sheriff for the Wood County Sheriff's Office.

At 10:12 A.M., the County Commission held a hearing in regard to the Stewart Glass estate. Aaron Read, Executor, asked that a claim be disallowed in said estate. After discussion, the County Commission ruled that the claim be disallowed. (Probate Order)

At 10:58 A.M., the County Commission held a hearing in regard to the Donna Thorn estate. Jack Thorn was present and asked that a claim be disallowed. After discussion, the County Commission ruled that the claim be disallowed. (Probate Order)

At 11:01 A.M., the County Commission held hearing in regard to the Roy Gibson Jr. estate. William Crichton, Attorney asked that money be disbursed to Timothy A. Gibson. After discussion, the County Commission Ordered the disbursement. (Probate Order)


ORDERS APPROVED AND ATTACHED TO THESE MINUTES


Probate Orders

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 11:08 A.M.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Debay, Commissioner

James Colombo, Commissioner

To listen to this meeting, please refer to DVD labeled June 21, 2018.

Wood County Commission Meeting
Held June 21, 2018

Please Print

1.	BLAINE MYERS
2.	KIM WAHL
3.	GARY WAHL
4.	DON HARRIS JR.
5.	ARON REED
6.	JACK THORN
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Wood County Commission Agenda

6/21/2018

1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Donald Harris estate – Consider motion of disposition of claims	Blaine Myers, Attorney
9:45 A.M.	Discuss State Internet Contract	Chris Whittaker, IT and Andrew Parker, GST
10:00 A.M.	Linda Robey estate – Consider request to have Executor removed	Selena Roney, heir
10:15 A.M.	Stewart S. Glass estate – Consider request to have claims disallowed	Aaron Read, Executor
10:45 A.M.	Roy E. Gibson, Jr. estate – Consider request to disburse funds	William Crichton, Attorney
11:00 A.M.	Donna Thorn estate – Consider request to have claims disallowed	Jack Thorn
	Consider Request to Hire – Tasha L. Hewitt as a Deputy Sheriff - \$34,103.00	
	Administrator's Office	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



GLOBAL SCIENCE & TECHNOLOGY, INC.

May 30, 2018

Wood County Commission
1 Court Square
Parkersburg, WV 261013

Subject: State Network/Internet Circuit conversion options

Dear Commissioners,

My name is Andrew Parker and I work for Global Science and Technology (GST) as a Senior Network Engineer. It has been my pleasure to work with Assessor David Nohe and Chris Whittaker to bring this opportunity to your attention. The current Internet circuit coming into the courthouse was procured via an old state contract that has expired. The pricing on the new state contract is even higher than the old one. GST felt it prudent to find a better option for our customers, 44 of the 55 counties in West Virginia. My previous working relationship with Chris led me to reach out to see if GST could help Wood County drastically lower costs on this Internet circuit. Below you will find a quick list of the options that Wood County has for obtaining a point-to-point circuit to replace the existing circuit that is going away.

Current price on old state contract for 100Mb/s ~\$1300.00 Per Month

These are the available providers for your Courthouse:

Frontier	100Mb/s	\$525.00 Per Month
Lumos	100Mb/s	\$550.00 Per Month
Suddenlink	100Mb/s	\$595.00 Per Month
New State Contract	100Mb/s	\$1,505.00 Per Month

Each of these vendors is qualified to provide a circuit that will meet your needs. Contracting directly with a vendor will involve a contract term to ensure the county receives the lowest price. The above prices are guaranteed with a 60-month contract term. I will consult with Chris, WVNET, and whichever vendor you choose to make sure this circuit conversion goes smoothly and all connectivity is restored after the switch.

Thank you for your attention to this matter and please let us know if you have any further questions.

Sincerely,
Global Science & Technology, Inc.

Andrew Parker
Senior Network Engineer
(304) 890-1085

Agreement is subject to "Non-Appropriation Clause" as outlined below.

Non-Appropriation Clause: The charge for equipment and services provided or covered by this Agreement are subject to adequate annual appropriations by the Wood County Commission. The Wood County Commission will make the best effort possible to allocate appropriate funding for covered equipment and services. However, in the event of non-appropriation of adequate funding, this Agreement is declared null and void and will terminate as of June 30th of the current fiscal year with no additional payment and/or penalty due, with return of all equipment (normal wear and tear accepted), to Suddenlink Communications.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____

IN RE: ESTATE OF DONALD EUGENE HARRIS, SR., DECEASED

This day came C. Blaine Myers, for a hearing regarding a Motion for Disposition of Proof of Claims. C. Blaine Myers will submit an Order to remove the Fiduciary and to disallow claims for Vanguard Financial and settle the Estate.

IN RE: ESTATE OF LINDA ROBEY, DECEASED

This day pursuant to a hearing dated June 21, 2018, at 10:00 o'clock a.m. in the Estate of LINDA ROBEY, with regards to removing CONNOR D ROBEY, EXECUTOR. The Petitioner of said hearing failed to appear.

IN RE: ESTATE OF STEWART F GLASS, DECEASED

ORDER COUNTY COMMISSION
DISALLOW CLAIMS

This day came AARON READ, EXECUTOR, for the Estate of STEWART F GLASS, deceased before the County Commission, in a hearing asking that a claim be disallowed in said Estate. The County Commission, after reviewing said Estate, ruled the claim be disallowed in said Estate. The County Commission ordered that if additional funds come into the Estate will need to be reopened.

IN RE: ROY EDWARD GIBSON, JR, DECEASED

This day pursuant to a hearing dated June 21, 2018, 10:45 o'clock a.m., for the Estate of ROY EDWARD GIBSON, JR., requested by WILLIAM CRIGHTON, IV, to disburse money as the General Receiver. By Order of the County Commission, it was approved that the General Receiver to distribute the money to TIMOTHY ALAN GIBSON.

IN RE: ESTATE OF DONNA KAY THORN, DECEASED

ORDER COUNTY COMMISSION
DISALLOW CLAIMS

This day came JACK EDWARD THORN, ADMINISTRATOR, for the Estate of DONNA KAY THORN, deceased before the County Commission, in a hearing asking that a claim be disallowed in said Estate. The County Commission, after reviewing said Estate, ruled the claim be disallowed in said Estate. The County Commission ordered that if additional funds come into the Estate will need to be reopened.



WOOD COUNTY PROSECUTING ATTORNEY

PAT LEFEBURE
WOOD COUNTY PROSECUTING ATTORNEY

JUDGE DONALD F. BLACK
COURTHOUSE ANNEX
317 MARKET STREET
PARKERSBURG, WV 26101

PHONE (304) 424-1776
FAX (304) 424-1785

June 21, 2018

Wood County Commissioners
Wood County Courthouse
Parkersburg, WV 26101

Dear Commissioners:

Please instruct payroll to add the following employee to my payroll beginning July 2, 2018 as an Assistant Prosecutor.

Heather Nicholson as a full-time employee at \$57,000.00 per year with benefits.

This salary will be taken out of line item 1-405-10-181, Assistant Prosecutors.

Thank you for your assistance in this matter.

Sincerely yours,

Patrick O. Lefebure
Wood County Prosecuting Attorney

RECEIVED

JUN 25 2018

County Administrator

Mark Rhodes
WOOD County 11:08:39 AM
Instrument No 8791144
Date Received 06/27/2018
Document Type 000
Pages Recorded 1
Book-Page 75-148