

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
MONDAY, JANUARY 28, 2019

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 minutes of January 15 and 17, 2019.

AGENDA AND DISCUSSION ITEMS

At 9:30 A.M., the County Commission met with representatives from the City of Parkersburg who requested the Commission set a hearing date for a proposed annexation by the City of property in Tygart District. The County Commission set a hearing for February 14, 2019 at 10:00 A.M. (Attorney Order)

At 9:47 A.M., the County Commission discussed their option of assuming the ownership of the Memorial toll bridge since the City of Parkersburg is abandoning it. The County Commission asked this be placed on the agenda two weeks from now and also send a letter to Mayor Tom Joyce to determine what they believe the fate of the bridge is. The County Commission expressed concern that it is important a bridge remain there.

Having no scheduled appointments or business to attend to, the County Commission adjourned at 10:48 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

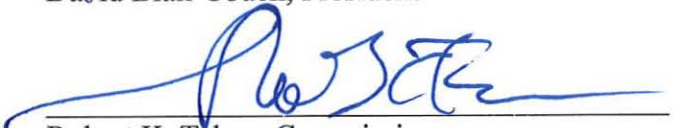
A/2085, M/4056, M/4057, Attorney Order

APPROVED:

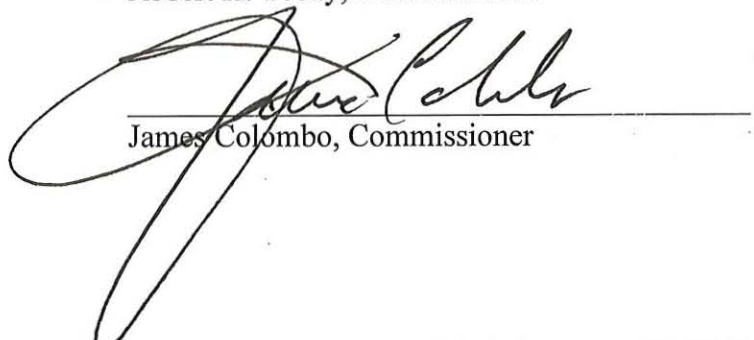
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

To listen to this meeting, please refer to DVD labeled January 28, 2019.

Wood County Commission Meeting
Held January 28, 2019

Please Print

1.	Rickie Heeger - City of Parkersburg
2.	Michael Pazzo - City of Parkersburg
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Wood County Commission
Agenda

01/28/2019

1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Consider setting date for Annexation for City of Parkersburg – Map 63, Parcels 8, 9, 9A, 9B, 10, 11, 12, 13, 14, 23, 39, 40, 41, 42, 43, 49, 62, 62A	Michael Rosso, City Planner
	Discuss Memorial Toll Bridge	
	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

JANUARY 28, 2019

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
CONTRACT AGREEMENT FOR A JAG GRANT.

ORDER

On this date, the County Commission of Wood County, upon a motion made by James E. Colombo, seconded by Robert K. Tebay 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 Contract for a Justice Assistance (JAG) Grant with the West Virginia Division of Justice and Community Services. Said grant contract is in the amount of fifteen thousand dollars and zero cents (\$15,000.00) and is for a Prevention Resource Officer (PRO).

A copy of said contract 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

A/2085

RESOLUTION

The Commission of **Wood County** met on 1/28/19 (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission of **Wood County** 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 Justice Assistance Grant program.

Signed: 
County Clerk

GRANT CONTRACT AGREEMENT

BETWEEN

DIVISION OF JUSTICE AND COMMUNITY SERVICES

AND

Wood County Commission

18-JAG-44

This **AGREEMENT**, entered into this **15th day of January 2019** by the Director of the Division of Justice and Community Services, hereinafter referred to as "DJCS", and the **Wood County Commission**, hereinafter referred to as "Grantee."

WHEREAS, DJCS is the recipient of a Justice Assistance Grant from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds for: **The funds awarded under this grant will be utilized to support the position of a Prevention Resource Officer.**

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

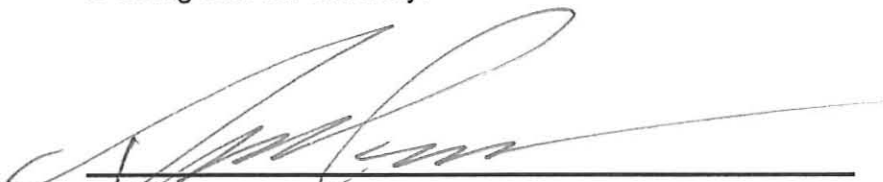
1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred 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 **October 1, 2018** and shall continue those services/activities until **September 30, 2021**. 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 **\$15,000.00** all 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 once per 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, 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 hereunder 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 hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Division of Justice and Community Services
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**

**Wood County Commission
One Court Square
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**

**Joseph C. Thornton, Director
Division of Justice and Community Services**

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES
STANDARD CONDITIONS & 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 if applicable.

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. The Division has the right to cancel the contract and deobligate the funds.

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 deobligate the funds.

6. SUSPENSION OF FUNDING:

By accepting this award the grantee agrees that 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;
- 60 or more days late in submitting reports;
- Failure to submit reports;
- High Risk Grantee as determined by the DJCS High Risk Assessment; or
- Other cause shown.

7. 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.

8. **ACCOUNTING REQUIREMENTS:**

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. 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. **Federal** regulations prohibit the **commingling of Federal grant funds** with **funds** from other sources.

9. **REPORTS:**

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

10. **WRITTEN APPROVAL OF CHANGES:**

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

11. **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.

12. **USE OF FUNDS:**

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

13. **ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards and federal guidelines pursuant to the specific grant program.

14. **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. See 148CSR1 of the West Virginia State code.

15. **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. In an effort to understand the program income, each applicant may be asked to provide an Operational Budget for the applicant agency.

16. **MATCHING CONTRIBUTION:**

The grantee will have available, and will expend as required, 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. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:**

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

18. NON-SUPPLANTING:

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.

19. TRANSFER OF FUNDS PROHIBITION:

The grantee is expressly prohibited from transferring funds between any DJCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.

20. TRAINING:

For projects involving payment of personnel, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.

21. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:

To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

22. MARKING OF EQUIPMENT:

Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice & Community Services."

23. 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.

24. 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 i5, 3.5 GHz, or equal
- RAM: 4 GB DDR3 single DIMM
- 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: USB 3.0, minimum of 4 back, 2 front with one USB 3.0 charging
- Ethernet Port: 10/100/1000 NIC integrated
- Expansion Slots: PCI Express
- Video: Dual monitor capability with one VGA port & one DVI port

- Trusted Platform Module: TPM chip

Recommended Hardware Components:

- Mid-tower case

Software Requirements:

- Whenever possible, software should operate within open industry standards. For example, Windows 10 Professional, or equal

Warranty Requirements:

- Year on-site warranty

25. LEASE AGREEMENTS:

Grantee agrees to provide DJCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.

26. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:

Grantee acknowledges that DJCS, and DOJ if Federally funded, 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.

27. 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.

28. 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 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act (34 U.S.C. §20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(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 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and 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.

29. 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.

30. LOBBYING:

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.

31. 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 as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11.

32. FREEDOM OF INFORMATION ACT:

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, juvenile sensitive, or personal 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 federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state and local laws and regulations.

The Division has the authority to release to the public without a FOIA all information which does not meet an exemption. Example: Grant Award

33. 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.

34. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:

The grantee must 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 of policies of the United State Department of Justice."

In addition, the grantee agrees not to utilize the Division logo without written permission.

35. 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.

As well as, 101CSR1 of the West Virginia code.

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.

36. 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.

37. USE OF DATA/EXCHANGE OF INFORMATION:

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.

38. EQUAL EMPLOYMENT OPPORTUNITY PLAN:

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 <https://ojp.gov/about/ocr/eeop.htm>.

39. VETERANS PREFERENCE:

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.

40. IMMIGRATION AND NATURALIZATION VERIFICATION:

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.

41. POLITICAL ACTIVITY:

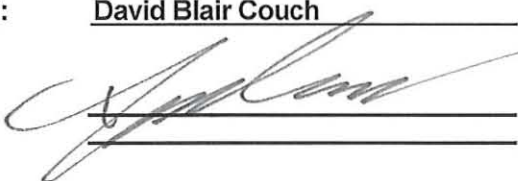
The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act 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.)

Please reference West Virginia Code § 29-6-20 for state restricted activities.

42. 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.itojo.goviqjxdm.

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

Authorized Official: David Blair Couch **Title:** President
Signature:  **Date:** January 28, 2019

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES
FEDERAL STANDARD CONDITIONS & 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

43. CONSULTANT RATES:

Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by DJCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.

44. FRAUD, WASTE & ABUSE:

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector

General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other

person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2)

committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the

OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division,

950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to:

oig.hotline@usdoj.gov; and/or (3)

the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881

(fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

45. 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.

46. 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>.

47. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:

Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of 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/gjxdm.

48. 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

§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).

1.) 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
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

49. CONFIDENTIALITY OF RESEARCH INFORMATION:

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).

50. OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:

Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.

51. CENTRAL CONTRACTOR REGISTRATION:

Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to DJCS with application for funding.

52. DATA UNIVERSAL NUMBERING SYSTEM:

Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to DJCS with application for funding.

53. 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.

54. COMPLIANCE WITH FEDERAL PROCEDURES:

- 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

55. 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.



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 (Nonprocurement) 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 sub-recipients 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

(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 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 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.

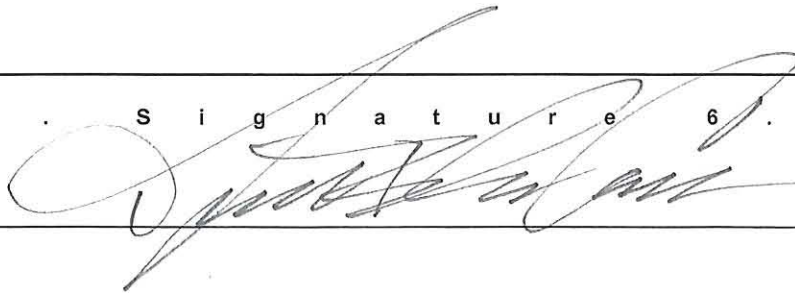
As the duly authorized representative of the applicant. I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Wood County Commission, One Court Square, Parkersburg, WV 26101

2. Application Number and/or Project Name 18-JAG-44 JAG - PRO Officer
Wood County Sheriff 3. Grantee IRS Nendor Number 556 000 417

4. Typed Name and Title of Authorized Representative David Blair Couch, President, Wood County Commission

5 . S i g n a t u r e 6 . D a t e



1/28/19

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.

Recipient's Name: Wood County Commission		IDUNS Number: 103819496
Address: One Court Square, Parkersburg, WV 26101		
Grant Title: JAG PRO Officer	I Grant Number: 18-JAG-44	I Award Amount: \$15,000
Name and Title of Contact Person: Toni Tiano		
Telephone Number: 304-481-6409	I E-Mail Address: tianoknopp@suddenlink.net	

Section A—Declaration Claiming Complete Exemption from the EEOP
 Please check all the following boxes that apply:

Recipient has less than fifty employees.
 Recipient is an Indian tribe.
 Recipient is a medical institution.
 Recipient is a nonprofit organization.
 Recipient is an educational institution.
 Recipient is receiving an award less than \$25,000.

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.

<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>
-------------------------------------	------------------	-------------

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review
ye: 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 *[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, Wood County Commission 1/28/19

<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>
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Section C--Declaration Stating that an EEOP Utilization Report 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 Utilization Report 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.

<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>
-------------------------------------	------------------	-------------

Mark Rhodes
 Wood County, WV
 Document No 8813796
 I-EEOP-Recorded 01/28/2019
 Record Type 000
 Recorded 19
 Page 75-30

JANUARY 28, 2019

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 \$31,290.92 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE WV DIVISION OF CRIMINAL JUSTICE SERVICES COMMUNITY CORRECTIONS GRANT 19-CC-26.

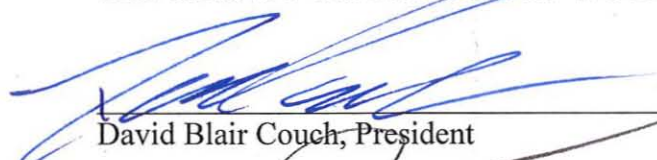
ORDER

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 thirty-one thousand two hundred ninety dollars and ninety-two cents (\$31,290.92) which represents reimbursement to Wood County for expenses incurred during the month of November, 2018, in regard to the West Virginia Division of Criminal Justice Services Community Corrections Grant Number 19-CC-26. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 75, at Page 26 and bearing the date of December 13, 2018, 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.

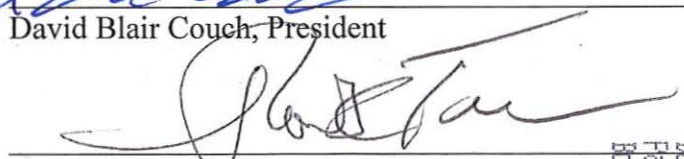
Documentation pertaining to the WVDCJS Community Corrections Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

WOOD COUNTY 11:23:19 AM
Instrument No 8813099
Date Recorded 01/28/2019
Document Type 000
Pages Recorded 1
Book-Page 75-30
Mark Rhodes

JANUARY 28, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
A PAYMENT FOR EMERSON COMMONS TIF DISTRICT.

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 Requisition for Payment Number Fourteen (14) for the Emerson Commons Tax Increment Financing (TIF) District. Said payment is in the amount of four hundred thirty thousand five hundred thirty-one dollars and eighty-six cents (\$430,531.86).

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

APPROVED:

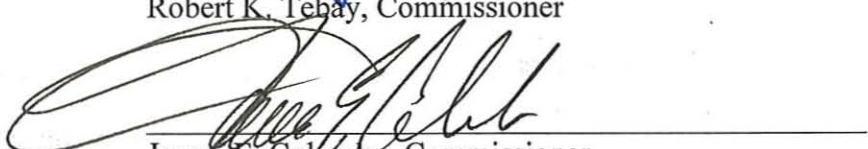
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4057

Hark Rhodes
WOOD COUNTY 11:12:54 AM
Instrument No 8813091
Date Recorded 01/28/2019
Document Type 000
Pages Recorded 1
Book-Page 75-30

REQUISITION FOR PAYMENT FROM
PROJECT FUND

\$4,700,000

The County Commission of Wood County
Tax Increment Revenue Bonds
(Emerson Commons Project No. 1)
Series 2017 (TAXABLE)

REQUISITION FOR PAYMENT NO. 14

The County Commission of Wood County, a public corporation and governing body of Wood County, a political subdivision of the State of West Virginia (the "Issuer"), and Emerson Commons LLC, a West Virginia limited liability company (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from the Project Fund (the "Requisition") under an Trust Indenture for the above captioned Bonds (the "Bonds"), dated as of July 1, 2017 (the "Indenture") between the Issuer and WesBanco Bank, Inc., as trustee thereunder (the "Trustee") and a Development Agreement (the "Development Agreement"), dated July 21, 2017, by and between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of the Project authorized for funding under the Indenture and Development Agreement; (b) includes only payments for work, materials, equipment and other costs that constitute capital costs of the TIF Project which have been incurred and remain unpaid; and (c) is an authorized expenditure under the Project Plan for the Development District and the TIF Act.

3. The total amount requested to be disbursed pursuant to this Requisition is \$430,531.86 As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

- (a) \$ is to be paid to the Developer as reimbursement to the Developer for one or more invoices or statements, each of which was previously paid by the Developer to an entity that is not affiliated with the Issuer or the Developer; and
- (b) \$430,531.86 is to be paid to one or more third party payees, each of which are not affiliated with the Issuer or the Developer (including any mortgagee or trust deed beneficiary, contractor or supplier of materials), or to be paid on a joint basis to the Issuer or the Developer and such a third party payee with respect to an expense previously incurred but not yet paid.

4. The Trustee is directed to forward this Requisition to the Purchasers and, upon

receipt of requested funds from the Purchasers and the deposit of such funds by the Trustee into the Project Fund to thereafter disburse from the Project Fund to the parties and in the amounts indicated in this Requisition.

5. In connection with the foregoing request and authorization, the undersigned authorized representative of the Issuer does hereby certify to the Trustee that:

(a) the obligations in the stated amounts have been incurred by the Issuer and are presently due and payable and each item hereof is a proper charge against the Project Fund and has not been previously paid from the Project Fund;

(b) such costs are valid "costs" of a "project" under the Act and no part thereof was included in any other requests previously filed with the Bond Trustee;

(c) there has not been filed with or served upon the Issuer any notice of claim of lien, right to a lien or attachment upon, or claims affecting the right of any person, firm or corporation named above, to receive payment of any of the amounts payable to any of the persons named above, that has not been released or will not be released simultaneously with the payment of such obligation; and

(d) this statement and all exhibits hereto shall be conclusive evidence of the facts and statements set forth herein.

In either event, the amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

[Signature page follows this page.]

A handwritten signature in black ink, appearing to be "J. M. V.", is located at the bottom right of the page.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and by the Developer by their duly Authorized Officers this Jan. 28, 2019.

THE COUNTY COMMISSION OF
WOOD COUNTY

By: 
Its President

EMERSON COMMONS LLC

By: 
Its Manager

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

STEVEN CAIN CEC, as Resident Project Representative for the TIF Project, hereby certifies that the portion of the TIF Project for which payment is requested hereby has been constructed in accordance with the plans and specifications therefore, that payment is now due and owing for such costs, and that such costs have not been the subject of a previous requisition by the Issuer and the Developer.

RESIDENT PROJECT REPRESENTATIVE

By: Steven G. Cain
Name: STEVEN A. CAIN P.E.
Title: PROJECT MANAGER

REIMBURSEMENT AND THIRD PARTY PAYMENTS

- (1) Total Amount of disbursement pursuant to this Requisition: \$430,531.86
- (2) Reimbursement to the Developer:

<u>Vendor</u>	<u>Description of Expense</u>	<u>Date of Payment</u>	<u>Amount</u>
1.			
TOTAL			

- 2. Payment to third party payees:

<u>Vendor</u>	<u>Description of Expense</u>	<u>Amount</u>	<u>Payee Name(s)/ Address(es)</u>
Kelly Paving, Inc	Site Work	\$413,165.35	See attached
Cyrus Bowen Const. Co.	Site Work	\$2,090.00	See attached
Joe Wallace Contracting	Site Work	\$4,602.60	See attached
Martin Marietta	Site Work	\$2,189.67	See attached
Hanson Paving	Site Work	<u>\$8,484.24</u>	See attached
TOTAL		\$430,531.86	

The items listed for reimbursement to the Developer or the Issuer or payment to third party payees are supported by attached copies of invoices or statements.



Schedule I
to Requisition
(continued)

(Attached) Copies of Invoices or Statements

A handwritten signature in black ink, appearing to be "D. J. [unclear]".

Category	Vendor	Invoice Number	Invoice Amount	Category Total
Legal				
Total Legal				0.00
Project Management				
Total Project Management				0.00
Erosion and Sediment Control				
Total E & S Control				0.00
Earthwork				
Total Earth Work				0.00
Development Roads - Onsite				
	Kelly Paving	2	89,260.00	
	Joe Wallace Construction		4,602.60	
	Martin Marlitta	24864732	961.25	
	Martin Marlitta	24832197	1,228.42	
	Hanson Paving	32003	3,871.65	
	Hanson Paving	31958	3,823.95	
	Hanson Paving	31880	788.64	
Totals Development Roads - Onsite				104,536.51
Emerson Avenue w/ Signal				
	Kelly Paving	1	323,905.35	
Total Emerson Ave. w/ Signal				323,905.35
Misc. Site Features				
Total Misc. Site Features				0.00
Water Line				
	Cy Bowen	4296	2,090.00	
Total Water Line				2,090.00
Sanitary Sewer				
Total Sanitary Sewer				0.00
Misc. Utilities				
Total Misc. Utilities				0.00
Storm Water				
Total Storm Water				0.00
Engineering Design				
Total Engineering Design				0.00
Construction Management				
Total Construction Management				0.00
Geo Technical Engineering				
Total Geotechnical Engineering				0.00
Eco and Environmental				
Total Eco and Environmental				0.00
Utility Relocation / Fees				
Total Utility Relocation / Fees				0.00
Wetland Mitigation				
Total Wetland Mitigation				0.00
Miscellaneous				
Cumulative Change Orders				
Total Miscellaneous				0.00
TOTAL DRAW NUMBER 12				430,531.86

Progress Billing Invoice

From: KELLY PAVING, INC.
 P O Box 1585
 ZANESVILLE, OH 43702-1585

Invoice #: 30731

Date: 01/07/19

Application #: 2

To: EMERSON COMMONS LLC
 101 WYNDHAM KNOB
 PARKERSBURG, WV 26104

Invoice Due Date: 02/06/19

Payment Terms: NET 30 DAYS

Contract: K.0021.018 EMERSON COMMONS LLC EMERSON AVE
 IMPROVEMENTS WOOD
 EMERSON COMMONS ROADWAY C

Item	Description	Contract Quantity	Quantity This Period	Quantity To Date	U/M	Unit Price	Total Work Complete	Materials On-Site	Total Completed And Stored To Date
10	CLEARING & GRUBBING	0.00	0.00	0.00	LS	0.00000	4,950.00	0.00	4,950.00
20	MOBILIZATION	0.00	0.00	0.00	LS	0.00000	114,092.25	0.00	114,092.25
30	UNCLASSIFIED EXCAVATION	1,100.00	0.00	825.00	CY	25.00000	20,625.00	0.00	20,625.00
40	SUBGRADE	542.00	0.00	261.00	CY	80.00000	20,880.00	0.00	20,880.00
50	FABRIC FOR SEPARATION	3,250.00	0.00	1,567.00	SY	1.30000	2,037.10	0.00	2,037.10
60	AGGRGATE BASE CRSE, CLASS 3	722.00	0.00	570.00	CY	90.00000	51,300.00	0.00	51,300.00
70	AGGREGATE BASE CRSE, CLASS 10	106.00	0.00	0.00	CY	100.00000	0.00	0.00	0.00
80	MARSHALL BASE CRSE, ST/GR, TY	715.00	0.00	658.00	TN	78.00000	51,324.00	0.00	51,324.00
90	MARSHALL BASE CRSE, ST/GR, TY	358.00	0.00	559.00	TN	78.00000	43,602.00	0.00	43,602.00
100	MARSHALL SKID, ST/GR, TY 1	269.00	0.00	0.00	TN	94.00000	0.00	0.00	0.00
110	15" CORRIGATED POLY PIPE	112.00	0.00	107.00	LF	85.00000	9,095.00	0.00	9,095.00
120	TYPE 1 GUARDRAIL, CLASS 2	110.00	0.00	0.00	LF	80.00000	0.00	0.00	0.00
130	BUFFER END SECTION	1.00	0.00	0.00	EA	90.00000	0.00	0.00	0.00
140	TRAFFIC CONTROL	0.00	0.00	0.00	LS	0.00000	6,000.00	0.00	6,000.00
150	3.00 CHANNEL POST	56.00	0.00	0.00	LF	6.00000	0.00	0.00	0.00
160	0.080 IN FLAT SHEET SIGN	50.00	0.00	0.00	SF	30.00000	0.00	0.00	0.00
170	EDGE LINE, TY IX-4" WHITE	2,282.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
180	EDGE LINE TY IX - 4" YELLOW	1,772.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
190	LANE LINE TY IX - WHITE (BROKE	348.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
200	LANE LINE, TY IX - YELLOE (BRO	2,698.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
210	CENTERLINE TY II, 4", YELLOW	2,998.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
220	CHANNELIZING LINE, TY V, 8"	400.00	0.00	0.00	LF	10.00000	0.00	0.00	0.00
230	STOP LINE, TY V, 24"	71.00	0.00	0.00	LF	20.00000	0.00	0.00	0.00
240	STRIPE, TY V, 12"	448.00	0.00	0.00	LF	12.00000	0.00	0.00	0.00
250	ONE DIRECTION LANE ARROW, TY V	30.00	0.00	0.00	EA	300.00000	0.00	0.00	0.00
260	AGGREGATE BASE CRSE ROADWAY C	430.00	430.00	430.00	TON	40.00000	17,200.00	0.00	17,200.00

Progress Billing Invoice

From: KELLY PAVING, INC.
P O Box 1585
ZANESVILLE, OH 43702-1585

Invoice #: 30731

Date: 01/07/19

Application #: 2

To: EMERSON COMMONS LLC
101 WYNDHAM KNÖB
PARKERSBURG, WV 26104

Invoice Due Date: 02/06/19

Payment Terms: NET 30 DAYS

Contract: K.0021.018. EMERSON COMMONS LLC EMERSON AVE
IMPROVEMENTS WOOD
EMERSON COMMONS ROADWAY C

Item	Description	Contract Quantity	Quantity This Period	Quantity To Date	U/M	Unit Price	Total Work Complete	Materials On-Site	Total Completed And Stored To Date
270	MARSHALL BASE 1 ROADWAY C	460.00	460.00	460.00	TON	91.00000	41,860.00	0.00	41,860.00
280	MARSHAL ASPH WEAR 1 ROADWAY C	200.00	200.00	200.00	TON	131.00000	26,200.00	0.00	26,200.00
290	UNCL EXC ROADWAY C	100.00	100.00	100.00	CY	40.00000	4,000.00	0.00	4,000.00
801	BOND	0.00	0.00	0.00	LS	0.00000	0.00	0.00	0.00
99999	S&E	0.00	0.00	0.00	LS	0.00000	0.00	0.00	0.00

Total Billed To Date:	413,165.35
Less Retainage:	0.00
Less Previous Applications:	323,905.35
Total Due This Invoice:	89,260.00

Progress Billing Invoice

From: KELLY PAVING, INC.
P O Box 1585
ZANESVILLE, OH 43702-1585

Invoice #: 30730

Date: 01/07/19

To: EMERSON COMMONS LLC
101 WYNDHAM KNOB
PARKERSBURG, WV 26104

Application #: 1

Invoice Due Date: 02/06/19

Payment Terms: NET 30 DAYS

Contract: K.0021.018 EMERSON COMMONS LLC EMERSON AVE
IMPROVEMENTS WOOD
EMERSON AVE. WIDENING

Item	Description	Contract Quantity	Quantity This Period	Quantity To Date	U/M	Unit Price	Total Work Complete	Materials On-Site	Total Completed And Stored To Date
10	CLEARING & GRUBBING	0.00	0.00	0.00	LS	0.00000	4,950.00	0.00	4,950.00
20	MOBILIZATION	0.00	0.00	0.00	LS	0.00000	114,092.25	0.00	114,092.25
30	UNCLASSIFIED EXCAVATION	1,100.00	825.00	825.00	CY	25.00000	20,625.00	0.00	20,625.00
40	SUBGRADE	542.00	261.00	261.00	CY	80.00000	20,880.00	0.00	20,880.00
50	FABRIC FOR SEPARATION	3,250.00	1,567.00	1,567.00	SY	1.30000	2,037.10	0.00	2,037.10
60	AGGRGATE BASE CRSE, CLASS 3	722.00	570.00	570.00	CY	90.00000	51,300.00	0.00	51,300.00
70	AGGREGATE BASE CRSE, CLASS 10	106.00	0.00	0.00	CY	100.00000	0.00	0.00	0.00
80	MARSHALL BASE CRSE, ST/GR, TY	715.00	658.00	658.00	TN	78.00000	51,324.00	0.00	51,324.00
90	MARSHALL BASE CRSE, ST/GR, TY	358.00	559.00	559.00	TN	78.00000	43,602.00	0.00	43,602.00
100	MARSHALL SKID, ST/GR, TY 1	269.00	0.00	0.00	TN	94.00000	0.00	0.00	0.00
110	15" CORRIGATED POLY PIPE	112.00	107.00	107.00	LF	85.00000	9,095.00	0.00	9,095.00
120	TYPE 1 GUARDRAIL, CLASS 2	110.00	0.00	0.00	LF	80.00000	0.00	0.00	0.00
130	BUFFER END SECTION	1.00	0.00	0.00	EA	90.00000	0.00	0.00	0.00
140	TRAFFIC CONTROL	0.00	0.00	0.00	LS	0.00000	6,000.00	0.00	6,000.00
150	3.00 CHANNEL POST	56.00	0.00	0.00	LF	6.00000	0.00	0.00	0.00
160	0.080 IN FLAT SHEET SIGN	50.00	0.00	0.00	SF	30.00000	0.00	0.00	0.00
170	EDGE LINE, TY IX-4" WHITE	2,282.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
180	EDGE LINE TY IX - 4" YELLOW	1,772.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
190	LANE LINE TY IX - WHITE (BROKE	348.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
200	LANE LINE, TY IX - YELLOE (BRO	2,698.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
210	CENTERLINE TY II, 4", YELLOW	2,998.00	0.00	0.00	LF	0.35000	0.00	0.00	0.00
220	CHANNELIZING LINE, TY V, 8"	400.00	0.00	0.00	LF	10.00000	0.00	0.00	0.00
230	STOP LINE, TY V, 24"	71.00	0.00	0.00	LF	20.00000	0.00	0.00	0.00
240	STRIPE, TY V, 12"	448.00	0.00	0.00	LF	12.00000	0.00	0.00	0.00
250	ONE DIRECTION LANE ARROW, TY V	30.00	0.00	0.00	EA	300.00000	0.00	0.00	0.00
260	AGGREGATE BASE CRSE ROADWAY C	430.00	0.00	0.00	TON	40.00000	0.00	0.00	0.00

Progress Billing Invoice

From: KELLY PAVING, INC.
P O Box 1585
ZANESVILLE, OH 43702-1585

Invoice #: 30730

Date: 01/07/19

Application #: 1

To: EMERSON COMMONS LLC
101 WYNDHAM KNOB
PARKERSBURG, WV 26104

Invoice Due Date: 02/06/19

Payment Terms: NET 30 DAYS

Contract: K.0021.018 EMERSON COMMONS LLC EMERSON AVE
IMPROVEMENTS WOOD
EMERSON AVE. WIDENING

Item	Description	Contract Quantity	Quantity This Period	Quantity To Date	U/M	Unit Price	Total Work Complete	Materials On-Site	Total Completed And Stored To Date
270	MARSHALL BASE 1 ROADWAY C	460.00	0.00	0.00	TON	91.00000	0.00	0.00	0.00
280	MARSHAL ASPH WEAR 1 ROADWAY C	200.00	0.00	0.00	TON	131.00000	0.00	0.00	0.00
290	UNCL EXC ROADWAY C	100.00	0.00	0.00	CY	40.00000	0.00	0.00	0.00
801	BOND	0.00	0.00	0.00	LS	0.00000	0.00	0.00	0.00
99999	S&E	0.00	0.00	0.00	LS	0.00000	0.00	0.00	0.00

PLEASE REMIT TO:
P O BOX 366
WILLIAMSTOWN WV 26187
REF INVOICE 30730

Total Billed To Date:	323,905.35
Less Retainage:	0.00
Less Previous Applications:	0.00
Total Due This Invoice:	323,905.35

CYRUS L. BOWEN CONSTRUCTION CO.
 21033 State Route 676
 Marietta, Oh 45750
 740-373-6671

Invoice

DATE	INVOICE #
12/18/2018	4296

BILL TO
Joe Pope 101 Wyndham Knob Parkersburg, WV 26104

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Grouting existing pipe along highway. - 24/4	2,090.00	2,090.00
Bills payable upon receipt. 2% per month over 30 days.		Total	\$2,090.00

JOE WALLACE CONTRACTING

P.O.BOX 5159

VIENNA, W V 26105

FED# 55-0744141

304-295-9482 FAX 304-295-0997

JANUARY 10, 2019

EMERSON COMMONS

RT 68 NORTH

PARKERSBURG, W V 26102

WEEK ENDING : 12/17/18-12/22/18

12/17/18 MAIN ENTRANCE STREET : STEVE 6HRS @ \$32.50 \$195.00

LABOR 12 HRS @ \$20.00 \$240.00

WALLACE BOBCAT : 4 HRS @ \$70.00 \$280.00

12/22/18 LABOR TO PREP, POUR AND FINISH CONCRETE STREET :

2,196 SG FT @ \$ 1.00 SG FT \$2,196.00

MATERIAL : (WIRE 86 PIECES @ \$18.55 PLUS TAX) \$1,691.62

TOTAL DUE : \$4,602.60

THANK YOU :


JOE WALLACE / JOE WALLACE CONTRACTING



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
513-701-1140

JOB NAME: MISC JOB TAXABLE TRK

SOLD TO: 000298 000450
POPE PROPERTIES
33 POPE WAY
SOUTH CHARLESTON WV 25309

SHIP TO:
MISCELLANEOUS JOB TAXABLE TRUCK
CUSTOMER PICKUP
Parkersburg WV 26101

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
13127705 SC		001	888801	66	59116	Parkersburg Yard	460524	12/20/18	24864732	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
12/17/18	0515	1 1/2 BASE	20.19	TN	22.10	446.20				446.20
		32845078	20.46	TN	22.10	452.17				452.17
		32945082								
		SUBTOTAL	40.65			698.37				698.37
		TOTAL	40.65			698.37				698.37
						TAX RATE	7%	TAX AMOUNT	02.68	
									INVOICE TOTAL	\$861.25

MA818128304100029800001000010000



DETACH and Include this Return Portion with Payment



CUSTOMER NUMBER: 460524 POPE PROPERTIES
INVOICE NUMBER: 24864732

REMIT TO:
MARTIN MARIETTA MATERIALS
PO Box 75328
Charlotte NC 28275

PAYMENT DUE

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.com
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
513-701-1140

JOB NAME: MISC JOB TAXABLE TRK

SOLD TO: 000249 000376
 POPE PROPERTIES
 33 POPE WAY
 SOUTH CHARLESTON WV 25309

SHIP TO:
 MISCELLANEOUS JOB TAXABLE TRUCK
 STRAWBERRY ROAD ST ALBANS
 INSTITUTE WV 25112

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
13112663	SC RUDE	004	888801	66	59113	Institute Yard	460524	12/17/18	24832197	
Shlp Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
12/13/18	0515	1 1/2 BASE 32633085	24.28	TN	19.65	477.10	3.50	84.98		562.08
		SUBTOTAL	24.28			477.10		84.98		562.08
12/14/18	0515	1 1/2 BASE 32633116	25.78	TN	19.65	506.58	3.50	90.23		596.81
		SUBTOTAL	25.78			506.58		90.23		596.81
TOTAL			50.06			983.68		175.21		1,158.89
TAX RATE							6 %	TAX AMOUNT	69.53	
INVOICE TOTAL									\$1,228.42	

M/A 818127388100024900001000010000

Handwritten signature

DETACH and include this Return Portion with Payment



CUSTOMER NUMBER: 460524 POPE PROPERTIES
INVOICE NUMBER: 24832197

REMIT TO:
 MARTIN MARIETTA MATERIALS
 PO Box 75328
 Charlotte NC 28275

PAYMENT DUE \$1,228.42

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Invoice Number: 32003
 Invoice Date: 12/19/2018
 Page: 1
 Terms of Sale: NET 30
 Customer Number: 9272328
 Customer Job: VARIOUS 20 MILE RADIUS OF PLA

Invoice

Lehigh Hanson
HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Ready Mix, Inc.

POPE PROPERTIES

101 WYNDHAM KNOB
 PARKERSBURG WV 26101

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collection Center Drive
 Chicago, IL 60693

Tax ID: 20-8711116



Delivery/Address	Lot/Block	Purchase Order	Customer Job #	Order #	Project #
EMERSON COMMONS		MAINSTREET		107	101VARIOUS

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
12/19/2018	10142740	PARKERSBURG	4006	4000 AIR EXTERIOR STANDARD	10.00	cy	\$111.00	\$1,110.00
12/19/2018	10142740	PARKERSBURG	CAL1.5%	CALCIUM CHLORIDE 1.5%	10.00	ly	\$4.75	\$47.50
12/19/2018	10142740	PARKERSBURG	WINTER	WINTER HANDLING	10.00	ly	\$6.00	\$60.00
12/19/2018	10142740	PARKERSBURG	FUEL	FUEL SURCHARGE	1.00	ea	\$0.00	\$0.00
12/19/2018	10142740	PARKERSBURG	ENVIRO	ENVIRONMENTAL FEE	1.00	ea	\$0.00	\$0.00
12/19/2018	10142741	PARKERSBURG	4006	4000 AIR EXTERIOR STANDARD	10.00	cy	\$111.00	\$1,110.00
12/19/2018	10142741	PARKERSBURG	CAL1.5%	CALCIUM CHLORIDE 1.5%	10.00	ly	\$4.75	\$47.50
12/19/2018	10142741	PARKERSBURG	WINTER	WINTER HANDLING	10.00	ly	\$6.00	\$60.00
12/19/2018	10142741	PARKERSBURG	FUEL	FUEL SURCHARGE	1.00	ea	\$0.00	\$0.00
12/19/2018	10142741	PARKERSBURG	ENVIRO	ENVIRONMENTAL FEE	1.00	ea	\$0.00	\$0.00
12/19/2018	10142742	PARKERSBURG	4006	4000 AIR EXTERIOR STANDARD	10.00	cy	\$111.00	\$1,110.00
12/19/2018	10142742	PARKERSBURG	CAL1.5%	CALCIUM CHLORIDE 1.5%	10.00	ly	\$4.75	\$47.50
12/19/2018	10142742	PARKERSBURG	WINTER	WINTER HANDLING	10.00	ly	\$6.00	\$60.00
12/19/2018	10142742	PARKERSBURG	FUEL	FUEL SURCHARGE	1.00	ea	\$0.00	\$0.00
12/19/2018	10142742	PARKERSBURG	ENVIRO	ENVIRONMENTAL FEE	1.00	ea	\$0.00	\$0.00

SUB-TOTAL \$3,652.50
 TAX \$219.15

Total Qty:	
30.00	

Questions? Please call Customer Care at (888) 242-5960 **Invoice Total: \$3,871.65**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charges as outlined in the Credit Application and/or General Terms and Conditions of Sale

Invoice Number: 31958
 Invoice Date: 12/18/2018
 Page: 1
 Terms of Sale: NET 30
 Customer Number: 9272328
 Customer Job: VARIOUS 20 MILE RADIUS OF PLA

Invoice

Lehigh Hanson
HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Ready Mix, Inc.

POPE PROPERTIES

101 WYNDHAM KNOB
 PARKERSBURG WV 26101

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collection Center Drive
 Chicago, IL 60693

Tax ID: 20-8711116



Delivery/Address	Lot/Block	Purchase Order	Customer Job #	Order #	Project #
EMERSON COMMONS		MAINSTREET		108	101VARIOUS

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
12/18/2018	10142726	PARKERSBURG	4006	4000 AIR EXTERIOR STANDARD	10.00	cy	\$111.00	\$1,110.00
12/18/2018	10142726	PARKERSBURG	CAL1%	CALCIUM CHLORIDE 1%	10.00	ly	\$3.25	\$32.50
12/18/2018	10142726	PARKERSBURG	WINTER	WINTER HANDLING	10.00	ly	\$6.00	\$60.00
12/18/2018	10142726	PARKERSBURG	FUEL	FUEL SURCHARGE	1.00	ea	\$0.00	\$0.00
12/18/2018	10142726	PARKERSBURG	ENVIRO	ENVIRONMENTAL FEE	1.00	ea	\$0.00	\$0.00
12/18/2018	10142728	PARKERSBURG	4006	4000 AIR EXTERIOR STANDARD	10.00	cy	\$111.00	\$1,110.00
12/18/2018	10142728	PARKERSBURG	CAL1%	CALCIUM CHLORIDE 1%	10.00	ly	\$3.25	\$32.50
12/18/2018	10142728	PARKERSBURG	WINTER	WINTER HANDLING	10.00	ly	\$6.00	\$60.00
12/18/2018	10142728	PARKERSBURG	FUEL	FUEL SURCHARGE	1.00	ea	\$0.00	\$0.00
12/18/2018	10142728	PARKERSBURG	ENVIRO	ENVIRONMENTAL FEE	1.00	ea	\$0.00	\$0.00
12/18/2018	10142729	PARKERSBURG	4008	4000 AIR EXTERIOR STANDARD	10.00	cy	\$111.00	\$1,110.00
12/18/2018	10142729	PARKERSBURG	CAL1%	CALCIUM CHLORIDE 1%	10.00	ly	\$3.25	\$32.50
12/18/2018	10142729	PARKERSBURG	WINTER	WINTER HANDLING	10.00	ly	\$6.00	\$60.00
12/18/2018	10142729	PARKERSBURG	FUEL	FUEL SURCHARGE	1.00	ea	\$0.00	\$0.00
12/18/2018	10142729	PARKERSBURG	ENVIRO	ENVIRONMENTAL FEE	1.00	ea	\$0.00	\$0.00

Total Qty:	
30.00	

SUB-TOTAL \$3,607.50
 TAX \$216.45

Questions? Please call Customer Care at (888) 242-5960 **Invoice Total: \$3,823.95**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charges as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Invoice Number: 31880
 Invoice Date: 12/14/2018
 Page: 1
 Terms of Sale: NET 30
 Customer Number: 9272328
 Customer Job: VARIOUS 20 MILE RADIUS OF PLA

Invoice

Lehigh Hanson
HEIDELBERGCEMENT Group

Billing on behalf of:
Hanson Ready Mix, Inc.

POPE PROPERTIES

101 WYNDHAM KNOB
PARKERSBURG WV 26101

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collection Center Drive
 Chicago, IL 60693

Tax ID: 20-8711116



Delivery/Address	Lot/Block	Purchase Order	Customer Job #	Order #	Project #
EMERSON AVE PARKERS				108	101VARIOUS

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
12/14/2018	10142714	PARKERSBURG	NADSLURRY	SLURRY - CEMENT / WATER	6.00	cy	\$118.00	\$708.00
12/14/2018	10142714	PARKERSBURG	WINTER	WINTER HANDLING	6.00	ly	\$6.00	\$36.00
12/14/2018	10142714	PARKERSBURG	FUEL	FUEL SURCHARGE	1.00	ea	\$0.00	\$0.00
12/14/2018	10142714	PARKERSBURG	ENVIRO	ENVIRONMENTAL FEE	1.00	ea	\$0.00	\$0.00

Total Qty:	
6.00	

SUB-TOTAL \$744.00
 TAX \$44.64

Questions? Please call Customer Care at (888) 242-6980
Invoice Total: \$788.64

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Mark Rhodes
 WOOD County 11:15:08 AM
 Treatment No. 0017292
 Date Rec'd 0
 Document
 Pages Rec'd 1
 Book-Page 7

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: **Annexation of Property by
Minor Boundary Adjustment
Magisterial District of Tygart District
Wood County, West Virginia**

ORDER

This day came the City of Parkersburg, a municipal corporation, by Robert K. Tebay, III, its Assistant City Attorney, and tendered to the Commission its Application, with Exhibits, a copy of which is attached hereto, for annexation of territories to the City of Parkersburg by a minor boundary adjustment, pursuant to the provisions of Chapter 8, Article 6, Section 5, of the Code of West Virginia, as amended; and


It appearing to the Commission that said Application is in proper form and that said petitioner is entitled to file said Application and make such application, it is ORDERED that said Application, and Exhibits, be, and the same are, hereby filed.

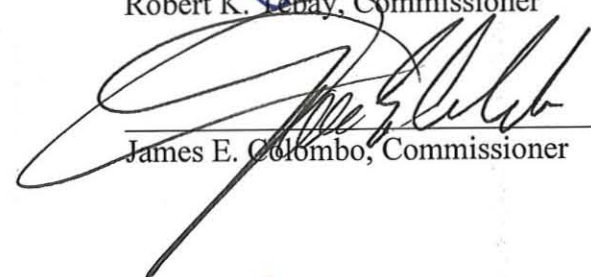
It further appearing to the Commission that the boundary adjustment sought by said Application is a minor boundary adjustment, that this Commission has jurisdiction to hear and consider such application, a hearing shall be set for the 14th day of February, 2019, at 10 o'clock, a.m., and that Notice of said hearing, including a description of the territory sought to be annexed, be published in the Parkersburg News and the Parkersburg Sentinel, newspapers published in Wood County, West Virginia, once a week for two (2) consecutive weeks, with the first publication thereof to be more than fourteen (14) days prior to the said hearing date, and that said Notice also be prominently posted at not less than five (5) public places within the areas proposed to be annexed.

Dated this 28th day of January, 2019.

ENTER: WOOD COUNTY COMMISSION

By: 
Its President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

Map 2: Proposed Annexation of Fletcher Heights Subdivision



Note: The map is not to scale and shall serve as a reference only.

Base Map Source: www.woodcountynw.com

-  Land area to be annexed
-  Residential (R-1) Zone
-  Residential (R-2) Zone
-  Recreation Zone

Note: The area highlighted in blue includes the proposed annexation of private property and portions of public right-of-way.

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
1030	AIRGAS USA	AIRGAS USA, LLC	REGULAR	01/24/2019	263.54	
1031	CAS CABLE	CAS CABLE	REGULAR	01/24/2019	412.38	
1032	DOMINIONH	DOMINION HOPE	REGULAR	01/24/2019	143.00	
1033	FIRST S	FIRST STATE BANK	REGULAR	01/24/2019	32,871.79	X
1033	FIRST S	FIRST STATE BANK	VOID	01/24/2019	(32,871.79)	X
1034	KAESER	KAESER & BLAIR INC	REGULAR	01/24/2019	1,556.04	
1035	MAHONE TI	ZIEGLER TIRE & SUPPLY	REGULAR	01/24/2019	818.80	
1036	MARIETTAOFFIC	MARIETTA OFFICE SUPPLY	REGULAR	01/24/2019	53.99	
1037	MARKETING	MARKETING SENSE US	REGULAR	01/24/2019	417.45	
1038	MONPOWER	MON POWER	REGULAR	01/24/2019	144.30	
1039	MSESC	MOUTAIN STATE EDUCATIONAL SERVICES	REGULAR	01/24/2019	650.00	
1040	PAR MAR	PAR MAR OIL COMPANY	REGULAR	01/24/2019	268.39	
1041	POSTMASTE	U.S. POSTMASTER	REGULAR	01/24/2019	100.00	
1042	SIR SPEED	SIR SPEEDY PRINTING	REGULAR	01/24/2019	2,494.27	
1043	STATE ELE	STATE ELECTRIC SUPPLY CO	REGULAR	01/24/2019	28.39	
1044	WOOD CO FIRE	WOOD CO FIRE BOARD	REGULAR	01/24/2019	150.72	
1045	FIRST S	FIRST STATE BANK	REGULAR	01/24/2019	32,621.79	

FIRE SERVICE FEE Bank Id 120 Totals 40,123.06

Report Totals 40,123.06