

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

NO 1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
MONDAY, NOVEMBER 8, 2021

PRESENT: DAVID BLAIR COUCH, PRESIDENT
ROBERT K. TEBAY, COMMISSIONER
JAMES E. 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 made by James E. Colombo, seconded by Robert K. Tebay and made unanimous by David Blair Couch, approved minutes of October 21, 25 and 28, 2021.

AGENDA AND DISCUSSION ITEMS

At 9:30 A.M., the County Commission held a hearing in regard to the Estate of Betty L. Scritchfield to consider a request to remove Dean Furner as Administrator of the Estate. Attorney Blaine Myers, counsel for Kristi Edwards, was present. Dean Furner had sent a request to continue the hearing a few days prior to today. Mr. Myers stated they were having difficulty locating Mark Furner, a beneficiary. After discussion, the Commission Ordered that the hearing be continued to the 20th day of December, 2021 at 9:30 A.M. (Probate Order)

At 9:37 A.M., the County Commission held a hearing in regard to the Estate of Felicia D. Sharpe to discuss a motion to approve the final settlement. Blaine Myers representing Michael

A. Jones, Jr., the Administrator CTADBN, was present. After discussion, the County Commission Ordered that the Final Settlement be approved. (Probate Order)

At 10:05 A.M., Attorney Booth Goodwin met with the County Commission to discuss the upcoming investigation of Sheriff Stephens. After discussion, the County Commission, 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 Representation Agreement with the law firm of Goodwin & Goodwin, LLP, Charleston, West Virginia. Said Agreement is for services to be performed in investigation of Wood County Sheriff, Steve Stephens. (Order M/4342)

At 10:17 A.M., the County Commission approved the hiring of Victoria Young as a Sheriff's Tax Office employee.

At 10:18 A.M., the County Commission, upon motion of James E. Colombo, seconded by Robert K. Tebay, and made unanimous by David Blair Couch, County Commissioners, upon prior adjournment of the regular session, convened in EXECUTIVE SESSION upon authority granted by the West Virginia Code, Chapter 6, Article 9A, Section 4, as amended: WHEREUPON, the said David Blair Couch, President of the Commission, Robert K. Tebay and James E. Colombo, Commissioners met with Marty Seufer, County Administrator; and Attorneys and representation from the Law Firm of Goodwin and Goodwin, LLP (Booth Goodwin, Ben Ware, Stephanie Daly, Lucas White and Tim Bradley). All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, being covered by personnel matters. The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 10:48 o'clock A.M. (Order M/4340)

At 10:30 A.M., John Apgar with the Parkersburg Rowing Club met with the Commission to request ARP funding from the County Commission to assist them in repairing the roof on their building. The Commission asked him to send them a letter of request for funds.

At 10:30 A.M., John Isner from the Mid-Ohio Valley Regional Council failed to appear to discuss approving an asbestos bid for Happy Valley.

Having no scheduled appointments or business to attend to, the County Commission adjourned at 11:00 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

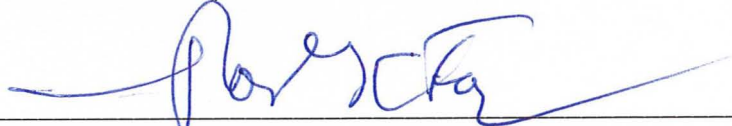
M/4339, M/4340, M/4341, M/4342, Probate Orders

APPROVED:


THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

Wood County Commission Meeting
Held November 8, 2021

Please Print

1.	BLAINE MYERS
2.	BETH GOODWIN
3.	BEN WARE
4.	LUCAS WHITE
5.	STEPHANIE JALY
6.	TIM BRADLEY
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Wood County Commission
Agenda

November 8, 2021
1 Court Square, Room 203
Parkersburg, WV 26101

9:30 A.M	Estate of Betty L. Scritchfield – consider request to remove Administrator Dean Furner	Blaine Myers, Attorney
10:00 A.M.	Estate of Felicia Sharpe – discuss motion to approval final settlement	Blaine Myers, Attorney
10:30 A.M.	Consider approving asbestos bid for Happy Valley	John Isner
	Consider request for ARP funds for the Ohio Valley Rowing Club	Joh Apgar
	Discuss personnel issue in the Sheriff's Department with Goodwin & Goodwin	
	Consider approving asbestos bid for Happy Valley	John Isner, MOVRC
	Consider Request to Hire Victoria Young as a Sheriff's Department Tax Deputy - \$31,500.00/yr	
	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

NOVEMBER 8, 2021

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED DAVID BLAIR COUCH TO SIGN THE PROGRESS REPORT IN REGARD TO THE COMMUNITY CORRECTIONS GRANT NUMBER 22-CC-29. SAID PROGRESS REPORT IS IN THE AMOUNT OF \$36,014.02.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by David Blair Couch and made unanimous by James E. Colombo, did hereby AUTHORIZE David Blair Couch, on behalf of the County Commission, to sign the Progress Report in regard to the Community Corrections Grant Number 22-CC-29. The Request for Reimbursement is in the amount of thirty-six thousand fourteen dollars and two cents (\$36,014.02) for the month of October, 2021. A Financial Recap Page, Project Financial Report, Time Sheets for the employees of the Wood County Day Report Center, and the Monthly Progress Reports have been submitted.

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

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

Wood County
Mark Rhodes, Clerk
Instrument 89271044
11/8/2021 09:46:49 AM
COUNTY COMMISSION ORDER
BOOK 75 @ Page 728
Pages Recorded 1

NOVEMBER 8, 2021

EXECUTIVE SESSION OF THE WOOD COUNTY COMMISSION

This 8th day of November 2021, at 10:18 o'clock A.M., in Room 203, of the Wood County Courthouse, Parkersburg, West Virginia, upon motion of James E. Colombo, seconded by Robert K. Tebay, and made unanimous by David Blair Couch, County Commissioners, upon prior adjournment of the regular session, convened in EXECUTIVE SESSION upon authority granted by the West Virginia Code, Chapter 6, Article 9A, Section 4, as amended:

WHEREUPON, the said David Blair Couch, President of the Commission, Robert K. Tebay and James E. Colombo, Commissioners met with Marty Seufer, County Administrator; and Attorneys and representation from the Law Firm of Goodwin and Goodwin, LLP (Booth Goodwin, Ben Ware, Stephanie Daly, Lucas White and Tim Bradley).

All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, being covered by personnel matters.

The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 10:48 o'clock A.M.

APPROVED:

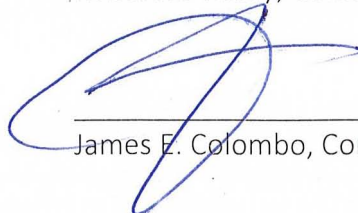
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4340

Wood County
Mark Rhodes, Clerk
Instrument 00271046
11/09/2021 @ 08:57:48 AM
COUNTY COMMISSION ORDER
Page 75 of Page 77
Pages Recorded 1

NOVEMBER 8, 2021

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
LEASE AGREEMENT FOR THE WOOD COUNTY DAY
REPORT CENTER.

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 Lease Agreement with Jackson County Properties, LLC for a building to be utilized by the Wood County Day Report Center in Jackson County.

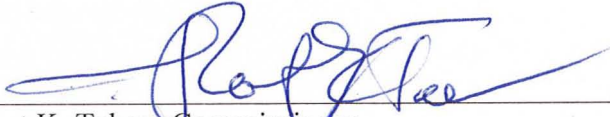
A copy of said Lease Agreement is attached to this Order and should be made a part thereof.

APPROVED:

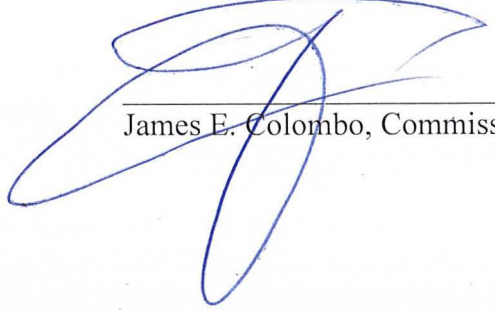
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4341

LEASE AGREEMENT

THIS LEASE AGREEMENT, Made and entered this 8 day of November, 2021, by and between JACKSON COUNTY PROPERTIES, LLC, Party of the First Part, hereinafter referred to as Landlord, and MID OHIO VALLEY REGIONAL DAY REPORT CENTER, JACKSON COUNTY, a non-profit agency, Party of the Second Part, hereinafter referred to as Tenant.

WITNESSETH

That for and in consideration of the promises and the mutual covenants and agreements herein contained, to be observed, kept and performed by the respective parties hereto, Landlord does hereby LEASE, LET and DEMISE unto Tenant, and Tenant does hereby LEASE and HIRE from Landlord, that certain building, located at 109 S. Court Street, Ripley, Jackson County, West Virginia, hereinafter referred to as the Leased Premises, in which Tenant will operate a Day Report Center.

The Landlord and Tenant hereby covenant and agree as follows:

1. TERM. The initial term of this Lease shall be for a period of one year (1) , commencing on January 1, 2022, and ending on December 31, 2022._____.
2. RENTALS. Tenant shall pay rent in the amount of One Thousand Dollars (\$1,000.00) per month (the Base Rent), payable on the 1st (First) day of each month, in advance. Tenant agrees to pay rent punctually on the 1st (First) day of each month without demand being made therefor.

All rents to be paid by Tenant to Landlord during the term of this Lease or any extension or renewal hereof, shall be made payable to the order of JACKSON COUNTY PROPERTIES LLC, and mailed, first class U.S. mail, postage prepaid to:

- JACKSON COUNTY PROPERTIES, LLC, c/o David A. Kessel, P.O. Box 506, Ripley, West Virginia 25271

provided, however, that Landlord may change the name and/or address of the payee by delivering notice of said change to Tenant in conformity with the paragraph of this Lease entitled "Notices." All rental payments made by Tenant to Landlord shall be by check or money order.

3. LATE FEE AND ALLOCATION OF PAYMENTS. In the event that any rent payment required to be paid by Tenant(s) hereunder is not paid in full by the start of the FIFTH (5th) DAY OF EACH MONTH, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, an initial late fee as additional rent in the amount of 10% of the monthly rent amount. Further, Tenant shall pay a subsequent late fee of Twenty Dollars (\$20.00) per day for every day payment is delayed after the 5th day of the month.

Tenant Initials 

All future payments will be allocated first to any outstanding balances other than rent. Any remaining monies will be allocated lastly to any rent balance. Tenant shall pay a charge of \$35.00 for each returned or rejected check.

4. UTILITIES, CITY FEES AND CHARGES. Tenant shall pay all charges and expenses, including any deposits, fees and/or the like required for initiating new accounts, incurred in connection with its use of the Leased Premises for electric, gas, trash, water, telephone service, basic cable television, basic broadband internet access services, and all other utilities as and when the same become due and payable.

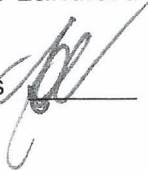
5. SECURITY DEPOSIT. Tenant shall pay to Landlord a security deposit equal to one months' rent. Upon the expiration of the Lease, said security deposit is to be returned to Tenant provided that (a) ALL Tenant ACCOUNTS ARE PAID IN FULL, INCLUDING BUT NOT LIMITED TO RENT, LATE FEES, AND UTILITY FEES, and (b) Tenant delivers the Premises to Landlord in as good order as the same now are, reasonable wear and tear excepted, and removes any and all rubbish and refuse matter therefrom; and (c) Tenant leaves Premises in clean condition, as hereafter described.

If Tenant damages the Premises, and such damages are not repaired within five (5) days after Tenant vacates the Premises, then the cost of restoring the Premises to its condition at the commencement of the term of this Lease, less normal wear and tear, shall be deducted from the amount of the security deposit held by Landlord. In the event damages to the Premises exceed the amount of the security deposit, Landlord shall have the right to seek other legal redress against Tenant.

6. DEFAULT. In the event that Tenant should default in the payment of rent reserved herein, as and when the same becomes due and payable, or in the event that Tenant becomes bankrupt, insolvent or makes an assignment for the benefit of creditors, or in the event that Tenant defaults in the performance of any of its other agreements and covenants hereunder, then Landlord may, at its election, treat this Lease as forfeited, and re-enter and repossess the Leased Premises without notice or demand therefore other than as required herein. Should default in the payment of rent occur, then, in addition to its other rights hereunder, Landlord may, at its election, declare the balance of rental payments for the remaining term of this Lease or any extension or renewal thereof to be immediately due and payable. No default or breach of any covenant hereunder shall be deemed to have occurred on the part of Tenant until written notice of such default or breach complained of shall have been given to Tenant, and Tenant shall have failed to remedy such default or breach within ten (10) days after receiving such notice. Any waiver of default hereunder shall not act or be construed to be a waiver of the rights of Landlord in the event of a subsequent default. Re-entry and repossession by Landlord shall not prejudice any remedies which Landlord may otherwise have under appropriate state laws for the recovery of the arrears of rent or for damages for the breach of this Lease.

7. USE. The Tenant, throughout the term of this Lease or any extension or renewal hereof, shall use the Leased Premises for a business establishment whose main business shall be a Day Report Center and other facilities necessary in the operation thereof, and for no other purpose unless consent in writing shall be first secured from the Landlord. Although the Landlord shall at all times have absolute discretion regarding consent for a

Tenant Initials



different use, consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed. Notwithstanding anything contained herein to the contrary, no Landlord consent shall be required for the use of all or a portion of the Leased Premises for general office purposes, provided that Tenant will not permit any unlawful or immoral practice or business to be carried on or committed upon the Leased Premises.

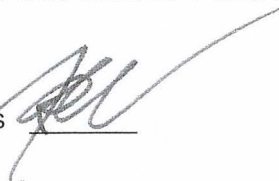
8. RENEWAL OF LEASE. Upon expiration of the initial and any renewals of the term of this Lease, this Lease will automatically renew for an additional one-year term, subject to the same terms and conditions of this Lease, unless either party gives at least 60 (sixty) days written notice prior to the Lease expiration date of (1) intent to terminate lease or (2) intent to move out. The Base Rent for each successive one-year term shall increase by 3% (three percent) per year.

9. INDEMNITY. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, damages, loss or liability including reasonable attorneys' fees and costs, arising from Tenant's use of the demised premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant, in or about the demised premises or the building in which the Leased Premises are located unless caused by the Landlord, Landlord's agents or employees.

Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims, damages, losses or liability, including reasonable attorneys' fees and costs, arising from any breach or default in the terms of this lease agreement, or arising from any act, negligence, fault, or omission of Tenant or Tenant's agents, employees, or invitees, and from and against any and all costs, reasonable attorneys' fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend it at Tenant's expense by counsel approved in writing by Landlord.

10. INSURANCE. The Landlord shall carry and pay all premiums for full fire and casualty insurance coverage to the full insurance value of its building, of which the Leased Premises forms a part. The Tenant shall carry and pay all premiums for full fire and casualty insurance coverage on all improvements, personal property, fixtures, equipment and inventory that it may install or which may be on the Leased Premises. Tenant shall, during the term of this Lease or any extension or renewal hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Leased Premises, and the business conducted by Tenant (and any approved sublessees) in the Leased Premises in the minimum amount of Three Hundred Thousand (\$300,000.00) to all persons per accident, and One Hundred Thousand (\$100,000.00) Dollars to one person, and \$5,000.00 in medical payments coverage, and in which the property damage liability shall not be less than Fifty Thousand (\$50,000.00) Dollars. The policy shall name Landlord as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord **within ten (10) days of execution of this Lease**. Failure to provide a copy of the policy or certificate of insurance

Tenant Initials



shall constitute a default under this Lease. Further, if Tenant shall fail to provide liability insurance as specified herein, then Landlord may provide such coverage and the premium for such insurance shall be paid by Tenant as additional rent within thirty (30) days after receipt of an invoice from Landlord or its insurer.

11. RENTER'S INSURANCE: It is understood and agreed that the Landlord shall not be liable to the Tenant for loss or damage to the contents, including but not limited to, inventory and equipment or the Leased Premises, caused by fire and other perils. During the term of this Lease, and any extension thereof, Tenant shall, at Tenant's sole cost and expense, purchase renter's form business personal property coverage providing coverage for personal property on and in the Premises to be insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. Tenant hereby acknowledges that Landlord does not carry any insurance on Tenant's personal possessions.

12. PERSONAL PROPERTY, FIXTURES AND EQUIPMENT. The Tenant may install in and upon the Leased Premises, at its sole expense, any and all items of personal property, fixtures, equipment and signs, which are necessary and proper in the general conduct of its business, but none of which shall be installed upon the roof or outside walls of the Leased Premises without the written consent of the Landlord. Such consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed by the Landlord. Upon the expiration, cancellation or termination of this Lease or any extension or renewal hereof, the Tenant may remove, at its sole expense, any or all of the said items, provided Tenant is not otherwise in default of the performance of its obligations under this Lease; however, Tenant agrees that, if the installation or removal of any such personal property, fixtures, equipment and signs causes any material damage to the Leased Premises, then Tenant shall repair such damage or the Landlord shall be reasonably compensated therefor. Any personal property, fixtures, equipment and signs placed upon the Leased Premises by the Tenant and remaining after surrender, cancellation or termination of this Lease, shall be the sole property of the Landlord, to be dealt with and disposed of as the Landlord may desire, and all rights of the Tenant therein shall thereupon be lost or terminated.

13. MAINTENANCE AND REPAIR. The Landlord will be responsible for and pay for all necessary repair and maintenance work for the exterior of the Leased Premises at all times during the term hereof, including the roof, outside walls, foundations, and the exterior portion of all utilities and all structural portions of the same and parking lot, unless the Tenant herein by virtue of some affirmative action, either negligent or intentional, causes damage to the same, in which event the Tenant shall be responsible for obtaining and paying for any needed repair or reimbursing the Landlord for the cost of paying for the same. After acceptance by Tenant, the Tenant will also be responsible and pay for all necessary repair and maintenance work for the interior of the Leased Premises, including the doors, glass, floor coverings, wall coverings, ceiling tile, equipment and the interior portion of all utilities which service the Leased Premises.

14. HEATING/AIR CONDITIONING. With respect to heating/air conditioning units and/or component parts thereof, the Tenant shall be responsible for all repairs and replacements, except for major repairs and replacements, and all routine maintenance.

Tenant Initials _____



Major repairs and replacements shall be defined as any one repair or replacement costing in excess of Four Hundred Dollars (\$400.00). Maintenance obligations of Landlord are not to be performed by Tenant without prior consent of Landlord.

The Landlord expressly agrees that Tenant may renovate the bathrooms and other facilities as necessary, in order for Tenant to comply with federal and state regulations, including but not limited to the American with Disabilities Act relating to public accommodations or to the Tenant's needs; provided, however, that Tenant shall bear all costs incident to said renovations. Further, Tenant shall notify Landlord prior to making any such renovations and obtain the Landlord's consent.

15. SUBLETTING OR ASSIGNING. The Tenant may sublet or assign the Leased Premises only with the prior written consent of the Landlord and further provided, that any succeeding entity shall fully assume in writing all obligations of Tenant under this Lease. The Landlord may assign this Lease without the consent of Tenant; provided, however, that any such assignment shall be made expressly subject to the terms and conditions of this Lease Agreement.

16. TAXATION AND PUBLIC IMPROVEMENTS. Landlord shall pay all real estate taxes assessed against its property, on which the Leased Premises is situate, as and when the same become due and payable and thus prevent said Leased Premises from being placed upon a list of delinquent lands for the delayed or nonpayment of taxes and shall further pay for all public improvements of any kind or nature levied upon the Leased Premises during the period this Lease or any extension or renewal hereof is in effect.

Tenant shall pay all taxes, including, but not limited to, business and occupation taxes imposed pursuant to W.Va. Code § 11-13-1 et. seq., as well as all other fees and assessments associated with Tenant's ownership, use and occupancy of the Leased Premises and any improvements, inventory, furniture and fixtures located thereon or therein.

The Tenant shall be responsible for any and all personal property taxes related to the Tenant's use of the Premises.

17. EMINENT DOMAIN. In the event that any portion of the Leased Premises or common area is taken by governmental authority by right of eminent domain, it shall be optional with Landlord as to whether or not it shall restore the Leased Premises. In any event, the rent herein reserved shall abate entirely during the period of time when said Leased Premises are rendered unfit for occupancy by Tenant as a result of such taking. If only a portion of the Leased Premises are taken, the rent paid by Tenant shall be reduced proportionately based on the number of square feet of the Leased Premises so taken. In the event Landlord does not elect to restore said Leased Premises following such taking, then this Lease shall terminate, at the option of Tenant, as to the date Tenant vacates the Leased Premises, and all rentals beyond such date shall abate entirely. Any condemnation award and all sale proceeds resulting from an eminent domain proceeding or derived under threat of eminent domain shall belong to Landlord.

Tenant Initials




18. FIRE OR CASUALTY DAMAGE OR LOSS. In the event that improvements placed upon the Leased Premises by Landlord or a predecessor are destroyed or damaged by fire or other casualty during the term of this lease or any extension or renewal hereof, Landlord shall have the option of whether or not to repair, restore and/or rebuild the improvements. In the event Landlord does not elect to repair, restore or rebuild the improvements, rent hereunder shall abate from the date of damage to the date of termination and proceeds from Landlord's fire, hazard or rental insurance shall remain the property of Landlord. In the event Landlord does elect to repair, restore or rebuild the improvements, the rent to be paid shall abate except as to such portion on a square footage basis as can be safely used, until fully repaired, restored or rebuilt. If the parties cannot agree on the amount by which such rent should abate, then such abatement may be submitted to arbitration upon the request of either party.

19. WALKWAYS, PARKING AREAS AND CLEANING OF PREMISES. Tenant will keep the walkways of the Leased Premises swept and free of snow and ice and any other matter which may cause or result in injury to persons or property. In addition to the preceding obligation, Tenant shall promptly notify Landlord of any potential injury-inducing circumstances actually known to Tenant as would be considered likely to result in injury by a reasonably prudent person.

Tenant shall at all times keep the Leased Premises, all areas adjacent to the Leased Premises (yard area, parking area, etc.), and all improvements and appurtenances thereon and thereto in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire and police statutes, requirements and regulations. Tenant shall further remove, at its sole expense, any rubbish or waste of any character whatsoever which may accumulate on the site with respect to the operation of its business. Tenant shall not allow any paper towels or rubbish of any kind to enter the drainage pipes of the toilets or sinks of the Premises. Should Tenant fail, in Landlord's discretion, to perform as required in this paragraph, after having been provided 5 days written notification, then Landlord shall have the right, privilege and license to enter upon the site and make any and all corrections or improvements that may be necessary and to charge Tenant for the expenses incurred in doing so. Tenant agrees to pay any such expenses contemporaneously with its next monthly rental payment.

20. INSOLVENCY, BANKRUPTCY OR LITIGATION. Should the Tenant become insolvent, or become bankrupt, either voluntarily or involuntarily, or make an assignment for the benefit of creditors, or should this Lease be attempted to be sold as an asset of the Tenant, or should any attempt be made to transfer this Lease by operation of law, then the Landlord may, at its sole option, declare this lease to be terminated, and upon ten (10) days written notice to the Tenant, or after posting such notice for ten (10) days upon the Leased Premises, the Landlord may forthwith take possession of the Leased Premises, and declare this Lease to be terminated. In the event that the Leased Premises or any part thereof is involved in any litigation by or against the Tenant, and the Landlord is required to retain legal counsel for the protection of its interest, all court costs and any reasonable fees and costs of such attorney shall be forthwith paid by the Tenant upon rendering of the amount thereof in writing.

Tenant Initials



In the event this Lease is terminated by the Landlord for reason of bankruptcy pursuant to the foregoing paragraph, the Tenant acknowledges that the Landlord may be entitled to file a claim in accordance with bankruptcy laws for any rent remaining to be paid for either the primary term of this Lease or any extension or renewal thereof which might then be in effect.

21. SUBORDINATION TO LIEN OF DEED OF TRUST. This Lease is subject and subordinate to any first lien deed of trust, all renewals, modifications, consolidations, replacements and extensions thereof which may hereafter affect the real property or which the Leased Premises forms a part, irrespective of the time of execution or the time of recording of any such deed of trust, provided that any such trust deed loan shall be made by an insurance company, savings bank, or trust company, or other bona fide lending institution.

22. INSPECTION. The Landlord and its agents may inspect and examine the Leased Premises and any improvements thereon at any reasonable time.

23. QUIET POSSESSION. Landlord covenants that during the term of this lease or any extension or renewal hereof, Landlord will not, unless authorized herein, commit any act or take any action or allow any action to be taken that will disturb the quiet possession of the Leased Premises by the Tenant. Landlord further covenants that it has the right to execute this Lease.

24. LAWFUL POSSESSION. Tenant covenants that it will occupy the Leased Premises during the term of its possession in a lawful manner and will refrain from any activity that would create a nuisance or unduly disturb other Tenants in adjoining, attached or abutting property.

25. ILLEGAL DRUGS: If Tenant, Tenant's employees, agents, invitees and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or if the Landlord has actual knowledge of or has reasonable cause to believe that the Tenant or any person on the Premises with the consent of the Tenant previously has or presently is engaged in a violation as described in any West Virginia statute dealing with drug offenses.

26. NOTICES. Any notice hereunder shall be sufficient if served as provided by the statutes of the State of West Virginia upon either party hereto; or if mailed by registered or certified mail, postage prepaid, return receipt requested to the Landlord and the Tenant, respectively, as follows:

To Landlord: **JACKSON COUNTY PROPERTIES, LLC, c/o David A. Kessel. P.O. Box 506, Ripley, West Virginia 25271**

Tenant Initials 

To Tenant: Mid Ohio Valley Regional Day Report Center, Jackson County , c/o
109 South Court Street, Ripley, WV 25271

Notice to the Tenant shall also be sufficient if hand-delivered to the mailbox or front door of the Leased Premises.

27. SECURITY PROTECTION: Tenant hereby acknowledges that Landlord shall not provide any type of security protection in, on or about the Premises.

28. HAZARDOUS SUBSTANCES. The Tenant, its employees, agents or invitees, shall not willfully discharge or release any hazardous substances that would contaminate on or about the Leased Premises. Hazardous substances" shall include, without limitation, flammable, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government authority. Should Landlord or any authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other releases of hazardous substances discharged by Tenant that occur during the term of this lease on, from or about the Premises or which arise at any time from Tenant's use or occupancy of the Premises, then Tenant shall at its expense prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such cleanup plans. Tenant shall indemnify, defend and hold harmless Landlord from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or release caused by Tenant, his employees, agents or invitees. Tenant's obligations and liabilities under the hazardous substances provisions of the Lease shall survive the expiration of this Lease. The Tenant hereby indemnifies and agrees to save the Landlord harmless from any liability or obligation to clean up, remove, or handle any such substances on the Premises prior to the effective date of this lease.

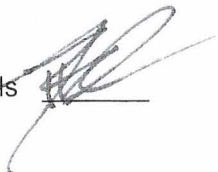
29 PARTIES BOUND. This Lease is binding upon the Landlord, and its heirs, devisees, personal representatives, agents, successors and assigns and is binding upon the Tenant and its assigns when authorized in writing by Landlord.

30. WASTE. Upon the expiration, cancellation or termination of this Lease or any extension or renewal hereof, Tenant shall redeliver the Leased Premises and all improvements located thereon to Landlord in good repair, subject however, to ordinary wear and tear, and subject also, to all other provisions of this Lease.

31. MODIFICATION OF LEASE. No modification of this Lease shall be binding unless made in writing and executed in due form by the respective parties hereto.

32. MISCELLANEOUS. The paragraph captions used in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof. This Lease shall be construed and enforced in accordance

Tenant Initials



with the laws of the State of West Virginia and any addenda or amendments to this Lease must be in writing.

33. SEVERABILITY. In the event that any provision in this Lease is adjudged to be invalid or of no force or effect, all other provisions contained herein shall remain in full force and effect.

34. RULES AND REGULATIONS. The Rules and Regulations Regarding Leased Premises are appended to this Lease and made part hereof as "Exhibit A". Tenant agrees that said Rules and Regulations shall be observed by the Tenant and all other persons invited by the Tenant onto the Leased Premises. Landlord hereby reserves the right to reasonably add to, alter, modify or rescind, from time to time, the terms of the exhibits, upon reasonable notice to Tenant.

35. AUTHORITY TO EXECUTE. The person executing and delivering this Lease on behalf of Tenant hereby covenants and warrants that such person is duly authorized to execute and deliver this Lease on behalf of Tenant.

36. HEADINGS. The article headings contained in this Lease are inserted solely as a matter of convenience for reference and in no way are to be construed to confine, limit or describe the intent of any provision of this Lease.

Agreed this this 8 day of November, 2021.

LANDLORD

JACKSON COUNTY PROPERTIES, LLC

Date: _____

By: David A. Kessel, Owner

TENANT

Mid Ohio Valley Regional Day Report Center,
Jackson County

Date: 11-8-2021

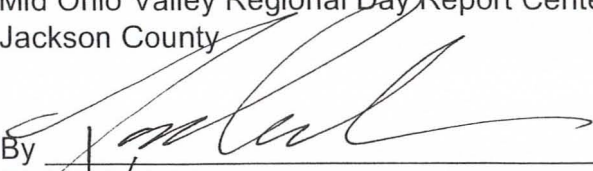
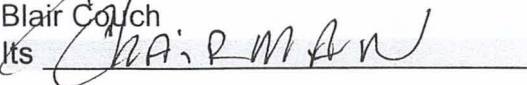
By 
Blair Couch
Its 

EXHIBIT A: RULES AND REGULATIONS

1. **CLEANING.** The following list will constitute the minimum cleaning requirements to be, or caused to be, done by the Tenant prior to vacating the Leased Premises and/or the return of the Tenant's security deposit: (a) clean all walls and ceilings. If any marks or stains are not removed by cleaning, Tenant shall be required to paint the walls; (b) scrub and wax all floor areas; (c) clean all bathroom fixtures, including vanity, tile, drawers and cabinets; (d) clean all doors and door facings; (e) clean all trim; (f) equip all light fixtures with working light bulbs. The walls, ceilings, floors, and woodwork must not be marred by driving nails, tacks, or screws, or by otherwise defacing the same. Tenant will be responsible for repairs. Tenant acknowledges that they are prohibited from painting the Premises any other color, and from adding wallpaper or borders, without prior written consent of Landlord. Landlord may make deductions from the security deposit to pay for any of these items that are not completed by Tenant and any other such work as may be reasonably necessary. Furthermore, any items left in the Leased Premises after the expiration of the lease will be disposed of by Landlord and Tenant will be charged for removal of any item at the rate of \$25.00 per item. In the event that cleaning is required, cleaning services shall be billed at a rate of \$35.00 per hour. A charge of \$50.00 will result in the event that a key is not returned to the Landlord at the end of the Lease.

2. **NO ALTERATIONS.** No alteration, additions, or improvements shall be made in the Leased Premises without the prior written consent of Landlord. When made, such shall become the property of Landlord. However, in the event of satellite dishes, extra telephone lines, and entrance lock the following applies: (a) Tenant must get prior written permission to have a satellite dish installed; (b) if permission is granted, Tenant agrees to be responsible for any damage caused by installing and removing the equipment; (c) if Tenant chooses to have any additional telephone lines installed, Tenant is responsible to have the telephone lines returned to the original installation; (d) if permission is granted to change the lock, Tenant will provide a copy of any key to Landlord.

3. **MAINTENANCE AND REPAIR.** Any maintenance problems, including water drips, leaks, running toilet, electrical shorts, etc. must be reported to the Landlord immediately. Tenant shall immediately report to Landlord, in writing, to inform of any loose steps or any other situation that could cause injury. Tenant shall maintain the walkways in front of and behind the Premises and shall mow the grass around the Premises, as needed.

4. **NO SMOKING.** The Tenant shall not smoke, or permit any of Tenant's guests or invitees to smoke, inside the Leased Premises.

5. **NOISE & BEHAVIOR:** Tenant will not make, permit or facilitate any unseemly

Tenant Initials 

(7) days from the start of the lease and utilities shall continue to be in Tenant's name until the lease is terminated. Any utilities that are not in Tenant's name during the lease (including non-payment of a bill) will result in a \$100.00 per month fee and an additional \$5.00 fee per day per utility until the utilities are transferred into Tenant's name, in addition to the cost of the utility being assessed to the Tenant. Tenant shall pay all utility bills on or prior to the due date.

(b) Tenant is responsible to show verification to Landlord that the utilities are in Tenant's name. If Tenant fails to provide verification within seven (7) days of taking possession, then Tenant shall pay Landlord a \$300.00 cash utility deposit. If Tenant fails to show proof that utilities are in their name within thirty (30) days, then the utility deposit shall be forfeited. Furthermore, Tenant will be responsible to pay for any utility bills incurred by Landlord during the term of this Lease. The \$300.00 utility deposit, even if forfeited, cannot be applied to the cost of any utility bills.

10. MOWING. Tenant shall be jointly responsible with the neighboring tenant to mow the grass surrounding the Premises, including the grass up to the fencelines of the property. In the alternative, Tenant may notify Landlord of its desire to pay a monthly fee for its share of mowing in which case Landlord shall retain these services and shall invoice Tenant on a monthly basis.

11. CARE AND MAINTENANCE OF PREMISES BY TENANT. Tenant agrees to keep the Premises at a reasonable temperature level. In particular, Tenant acknowledges the importance of maintaining a constant heated temperature in the Premises during cold weather to prevent freezing of pipes and other possible related damage. At all times during cold weather, October through March, the heat to the Premises must be set at a minimum of sixty (60) degrees, whether a Tenant or guest is present or absent from the Premises. At no time shall the heat be turned off. In the event that Landlord inspects the Premises and finds that the heat is not being maintained as required, or that Tenant has had the heat turned off, during cold weather, then Tenant shall owe the Landlord a one-hundred (\$100.00) dollar fee, and Tenant shall pay said fee unto the Landlord immediately upon demand, and further in the event that the Tenant has had the heat turned off, or has set the temperature to the Premises below sixty degrees, the Tenant shall be liable unto the Landlord for any and all damages that may occur or result to the Premises as a result of the heat being turned off or below the acceptable minimum.

Tenant Initials _____



Updell County
Mark Rhodes, Clerk
Instrument 88271047
11/09/2021 @ 09:59:41 AM
COUNTY COMMISSION ORDER
Book 75 @ Page 730
Pages Recorded 15

NOVEMBER 8, 2021

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
REPRESENTATION AGREEMENT WITH GOODWIN &
GOODWIN, LLP.

ORDER

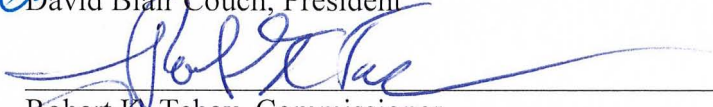
On this date, the County Commission of Wood County, upon a motion made by James E. Colombo, seconded by Robert K. Tebay, and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Representation Agreement with the law firm of Goodwin & Goodwin, LLP, Charleston, West Virginia. Said Agreement is for services to be performed in investigation of Wood County Sheriff, Steve Stephens.

APPROVED:

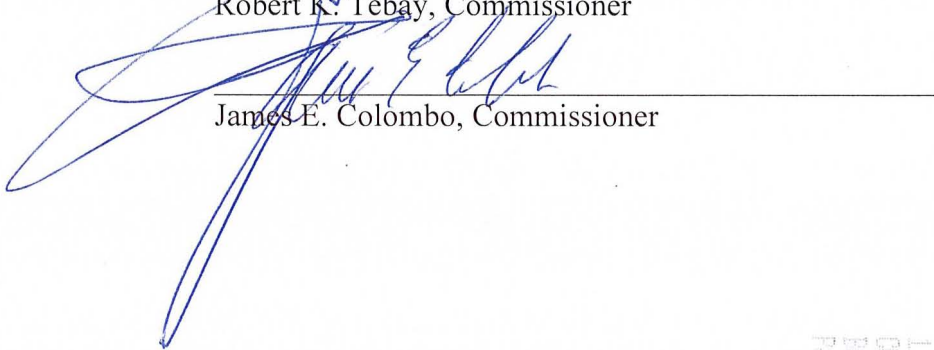
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4342

Wood County
Mark Rhodes, Clerk
Instrument 88271196
11/08/2021 @ 11:17:55 AM
COUNTY COMMISSION ORDER
Book 75 @ Page 749
Pages Recorded 1

BEFORE THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: ESTATE OF BETTY LUCILLE SCRITCHFIELD, deceased

ORDER OF CONTINUANCE

On the 8th day of November 2021 came the Petitioner, **KRISTI EDWARDS**, by counsel, C. Blaine Myers, pursuant to a Petition for Removal of Administrator. The Commission notes that it has received from Dean A. Furner, the Administrator of the Estate, a request to continue the hearing because he was not served until a few days prior to the hearing. Counsel for Petitioner advised the Commission that there had been difficulty in locating Dean Furner, and that Petitioner had no address for Mark Furner, one of the beneficiaries of the Estate.

Petitioner did not oppose rescheduling this matter and will publish a legal notice in order to accomplish service of process in accordance with the rules of civil procedure.

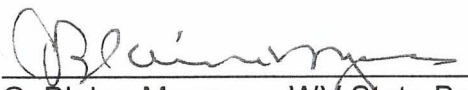
It is therefore OREDERED that the hearing upon the Petition for Removal of Administrator be and is hereby continued to the 20th day of December 2021 at 9:30 am.

ENTER:



President, Wood County Commission

PREPARED BY:



C. Blaine Myers WV State Bar ID# 2700
Counsel for the Respondent
Myers Law Offices
201 Third Street
Post Office Box 287
Parkersburg, WV 26102-0287
Telephone: (304) 485-3600

BEFORE THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: ESTATE OF FELICIA D. SHARPE, deceased

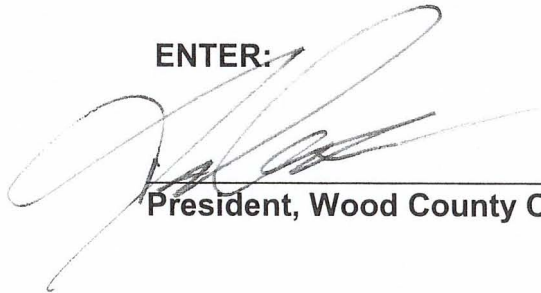
ORDER APPROVING FINAL SETTLEMENT

On the 8th day of November 2021 came Michael Anthony Jones Jr., Administrator CTADBN of the Estate of Felicia D. Sharpe, deceased, by Counsel C. Blaine Myers.

Upon consideration of the Motion to Approve Final Settlement, upon Motion duly made, seconded and unanimously adopted it is hereby ORDERED that the Final Settlement of Michael Anthony Jones, Jr, Administrator CTADBN of the Estate of Felicia D. Sharpe, deceased, is hereby approved.

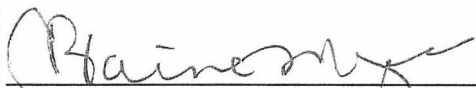
It is further ordered that the bond previously posted by the Administrator is no longer in effect based upon the approval of the Final Settlement.

ENTER:



President, Wood County Commission

PREPARED BY:



C. Blaine Myers WV State Bar ID# 2700

Counsel for the Respondent

Myers Law Offices

201 Third Street

Post Office Box 287

Parkersburg, WV 26102-0287

Telephone: (304) 485-3600

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
2364	ATLANTIC ES	ATLANTIC EMERGENCY SOLUTIONS	REGULAR	11/02/2021	1,772.68	
2365	FRONTIER	FRONTIER	REGULAR	11/02/2021	103.01	
2366	LUBECKPSD	LUBECK PUBLIC SERVICE DISTRICT	REGULAR	11/02/2021	132.59	
2367	LUBECKVFD	LUBECK VFD	REGULAR	11/02/2021	13.00	
2368	MONPOWER	MON POWER	REGULAR	11/02/2021	275.38	
2369	PIFER'S S	PIFER'S SERVICE CENTER	REGULAR	11/02/2021	237.50	
2370	RYANALES	ALESHIA RYAN	REGULAR	11/02/2021	1,000.00	
2371	WOODCOFIR	WOOD COUNTY FIRE FIGHTER'S ASSOCIATION	REGULAR	11/02/2021	2,000.00	
FIRE SERVICE FEE Bank Id 120 Totals					5,534.16	

RRS

M

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
3599	BIINCORP	BI INCORPORATED	REGULAR	11/02/2021	35.00	
3600	WVDTL	WV DRUG TESTING LABORATORIES. INC	REGULAR	11/02/2021	240.00	
HOME CONFINEMENT Bank Id 108 Totals					<u>275.00</u>	

A large, stylized handwritten signature or scribble in black ink, located in the lower right quadrant of the page. It consists of several overlapping loops and a long horizontal stroke at the top.

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
8208	APCO	APCO INTERNATIONAL	REGULAR	11/02/2021	1,550.19	
8209	ENGLEFIELD	ENGLEFIELD OIL COMPANY	REGULAR	11/02/2021	355.98	
8210	INTRADO CORP	INTRADO LIFE & SAFETY SOLUTIONS CORP	REGULAR	11/02/2021	15,523.20	
8211	INTRADO LIFE	INTRADO LIFE & SAFETY, iNC.	REGULAR	11/02/2021	5,700.00	
8212	JANI-SOUR	JANI-SOURCE	REGULAR	11/02/2021	2.48	
8213	RF TECHNOLOGY	RF TECHNOLOGY AMERICAS RFTA	REGULAR	11/02/2021	406.85	
8214	SUDDENLINK	SUDDENLINK	REGULAR	11/02/2021	260.77	

E-911 FUND Bank Id 107 Totals

23,799.47




Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
3753	DENTAL	RENAISSANCE	REGULAR	11/02/2021	1,527.62	
3754	DENTAL	RENAISSANCE	REGULAR	11/02/2021	1,136.43	
172462	LEGALLIA	LEGAL LIABILITY RISK MANAGEMENT INSTITUTE	VOID	11/02/2021	(295.00)	X
172777	AAP	ADVANCE AUTO PARTS	REGULAR	11/02/2021	88.10	
172778	ASSESSOR V	ASSESSOR VALUATION FUND	REGULAR	11/02/2021	2,600.00	
172779	BOSOLIND	BOSO LINDSEY A	REGULAR	11/02/2021	118.24	
172780	DISH	DISH NETWORK	REGULAR	11/02/2021	113.57	
172781	DIVISIONOFJUST	DIVISION OF JUSTICE AND COMMUNITY SERVICES	REGULAR	11/02/2021	1,500.00	
172782	DOMINIONH	DOMINION HOPE	REGULAR	11/02/2021	538.17	
172783	ENGLEFIELD	ENGLEFIELD OIL COMPANY	REGULAR	11/02/2021	9,834.21	
172784	FEDERAL	FEDERAL EXPRESS CORP	REGULAR	11/02/2021	14.13	
172785	GENERALSA	GENERAL SALES CO.	REGULAR	11/02/2021	1,697.33	
172786	HINKLEB	BRENDA HINKLE	REGULAR	11/02/2021	1,472.46	
172787	JOHNSONCO	JOHNSON CONTROLS, INC.	REGULAR	11/02/2021	21,526.00	
172788	MINERAL	MINERAL WELLS PUBLIC SERVICE DISTRICT	REGULAR	11/02/2021	266.28	
172789	MOO	MUTUAL OF OMAHA	REGULAR	11/02/2021	7,123.50	
172790	NOE OFFIC	NOE OFFICE EQUIPMENT	REGULAR	11/02/2021	109.68	
172791	PROJECT	PROJECT LIFESAVER	REGULAR	11/02/2021	99.41	
172792	UNION WIL	UNION WILLIAMS PSD	REGULAR	11/02/2021	65.54	
172793	USBANKEQUIP	US BANK EQUIPMENT FINANCE	REGULAR	11/02/2021	95.00	
172794	VIKINGPRODUCT	VIKING PRODUCTS GROUP, INC.	REGULAR	11/02/2021	282.26	
172795	VISION	VISION SERVICE PLAN (WV)	REGULAR	11/02/2021	3,713.00	
172796	WPD	WILLIAMSTOWN POLICE DEPARTMENT	REGULAR	11/02/2021	2,500.00	

GENERAL FUND Bank Id 101 Totals

56,125.93

WPK

A

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
8215	GEN CO FD	GENERAL COUNTY FUNDS	REGULAR	11/04/2021	151,958.71	

E-911 FUND Bank Id 107 Totals 151,958.71



Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
7994	DICKWARNER	DICK WARNER RENTALS	REGULAR	11/02/2021	950.00	
7995	ENGLEFIELD	ENGLEFIELD OIL COMPANY	REGULAR	11/02/2021	41.98	
7996	WVDTL	WV DRUG TESTING LABORATORIES. INC	REGULAR	11/02/2021	61,409.18	
COMM.CRIMINAL JUSTICE FUND Bank Id 172 Totals					<u>62,401.16</u>	

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Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
682	TRITECH SOFT	TRITECH SOFTWARE SYSTEMS	REGULAR	11/02/2021	52,852.45	

CAPITAL RESERVE Bank Id 247 Totals 52,852.45

Report Totals 203,968.44



Check Register Report for Wood County Commission

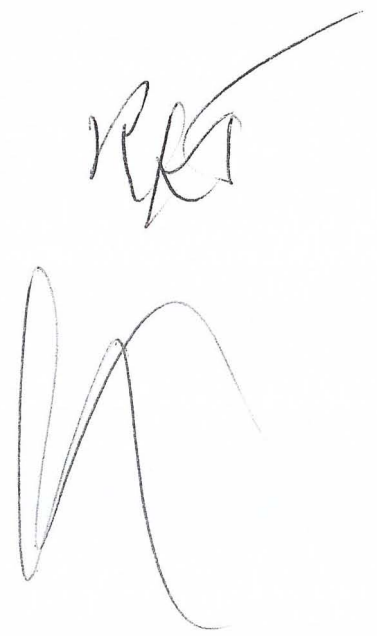
Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
3751	WV RETIRE	WV PUBLIC EMP RETIREMENT	REGULAR	10/31/2021	82,611.65	
3752	WV DEPUTY	WV DEPUTY SHERIFF'S RETIREMENT	REGULAR	10/31/2021	39,504.03	
GENERAL FUND Bank Id 101 Totals					<u>122,115.68</u>	
Report Totals					<u>122,115.68</u>	

WKE



Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
172462	LEGALLIA	LEGAL LIABILITY RISK MANAGEMENT INSTITUTE	VOID	11/02/2021	(295.00)	X
GENERAL FUND Bank Id 101 Totals					<u>(295.00)</u>	
Report Totals					<u>(295.00)</u>	

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BEFORE THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: ESTATE OF BETTY LUCILLE SCRITCHFIELD, deceased

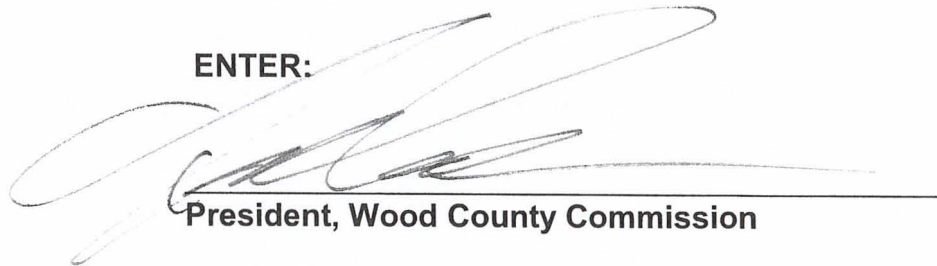
ORDER OF CONTINUANCE

On the 8th day of November 2021 came the Petitioner, **KRISTI EDWARDS**, by counsel, C. Blaine Myers, pursuant to a Petition for Removal of Administrator. The Commission notes that it has received from Dean A. Furner, the Administrator of the Estate, a request to continue the hearing because he was not served until a few days prior to the hearing. Counsel for Petitioner advised the Commission that there had been difficulty in locating Dean Furner, and that Petitioner had no address for Mark Furner, one of the beneficiaries of the Estate.

Petitioner did not oppose rescheduling this matter and will publish a legal notice in order to accomplish service of process in accordance with the rules of civil procedure.

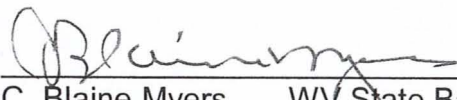
It is therefore OREDERED that the hearing upon the Petition for Removal of Administrator be and is hereby continued to the 20th day of December 2021 at 9:30 am.

ENTER:



President, Wood County Commission

PREPARED BY:



C. Blaine Myers WV State Bar ID# 2700
Counsel for the Respondent
Myers Law Offices
201 Third Street
Post Office Box 287
Parkersburg, WV 26102-0287
Telephone: (304) 485-3600

Book Produced: 2/21/21
Telephone: 952-7104
11/22/2021 11:40:50 AM
COUNTY COMMISSION ORDER
Book 75 @ Page 244
Printed: 11/22/2021 11:40:50 AM

BEFORE THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: ESTATE OF FELICIA D. SHARPE, deceased

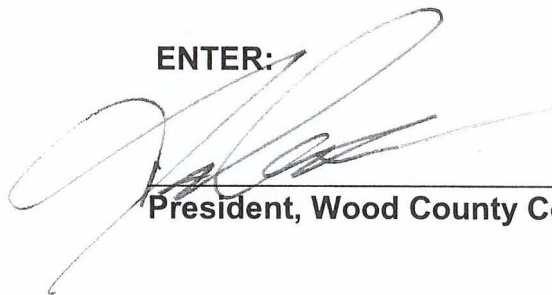
ORDER APPROVING FINAL SETTLEMENT

On the 8th day of November 2021 came Michael Anthony Jones Jr., Administrator CTADBN of the Estate of Felicia D. Sharpe, deceased, by Counsel C. Blaine Myers.

Upon consideration of the Motion to Approve Final Settlement, upon Motion duly made, seconded and unanimously adopted it is hereby ORDERED that the Final Settlement of Michael Anthony Jones, Jr, Administrator CTADBN of the Estate of Felicia D. Sharpe, deceased, is hereby approved.

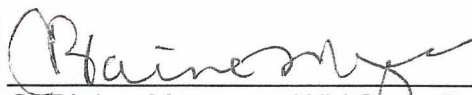
It is further ordered that the bond previously posted by the Administrator is no longer in effect based upon the approval of the Final Settlement.

ENTER:



President, Wood County Commission

PREPARED BY:



C. Blaine Myers WV State Bar ID# 2700
Counsel for the Respondent
Myers Law Offices
201 Third Street
Post Office Box 287
Parkersburg, WV 26102-0287
Telephone: (304) 485-3600

Handwritten notes in the bottom right corner, including the date 11/11/2021 and the text "I have reviewed the settlement agreement and find it to be in the best interests of the estate." and "I have reviewed the settlement agreement and find it to be in the best interests of the estate."