

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
THURSDAY, DECEMBER 8, 2022

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 David Blair Couch, seconded by James R. Colombo and made unanimous by Robert K. Tebay, approved minutes of November 28, 2022, December 1 and 5, 2022.

AGENDA AND DISCUSSION ITEMS

At 9:30 A.M., Michelle Buckley, Probation Chief, met with the Commission to discuss office requirements for a new probation officer. They are asking that an office be crated out of a storage close. The County Commission asked that our Maintenance Supervisor, Todd Nonamaker, get a cost estimate to the Commission to determine how they need to proceed.

At 10:00 A.M., the County Commission discussed a dilapidated property at 10040 Staunton Trunpike, Walker WV, with Compliance Officer, Sarah Robinson. The County Commission asked that the Prosecuting Attorney be reached to start the cleanup process.

At 10:17 A.M., upon motion of David Blair Couch, seconded by James E. Colombo and made unanimous by David Blair Couch, the County Commission, 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, Subsection 7, as amended. The County Commission met with David Blair Couch and James E. Colombo, Commissioners met with Marty Seufer, County Administrator. All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, regarding investment of public funds. The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 10:23 o'clock A.M. (Order C/137)

At 10:24 A.M., the County Commission, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, announced that a vacancy exists on the Wood County Development Authority due to the resignation of Chad Mildren. His unexpired term will expire December 31, 2024. (Order A/2664)

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 10:45 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

A/2672, A/2673, A/2664, C/136, C/137

APPROVED:

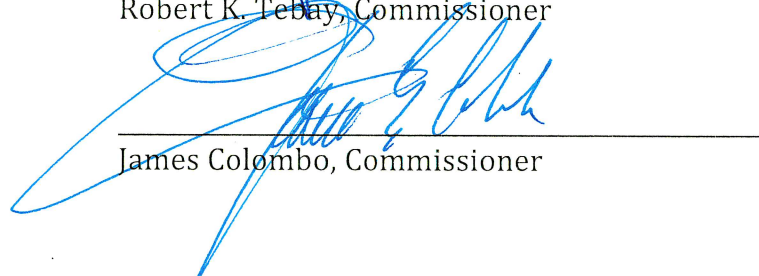
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

Wood County Commission Meeting
Held December 8, 2022

Please Print

1.	<i>Michelle Buckley</i>
2.	<i>Jared Robinson</i>
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Wood County Commission
Agenda

December 8, 2022
1 Court Square Suite 203
Parkersburg, WV 26101

9:30 A.M.	Discuss possible room division in Probation Office to make room for a new Probation Officer	Michelle Buckley, Adult Probation Chief
10:00 A.M.	Discuss property located at 10040 Staunton Turnpike, Walker, WV, owned by John Cox	Sarah Robinson, Compliance Officer
	Announce a vacancy on the Wood County Historic Landmarks Commission and any nomination	
	Announce a vacancy on the Wood County Development Authority and any nomination	
	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

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

DECEMBER 8, 2022

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 \$24,780.10.

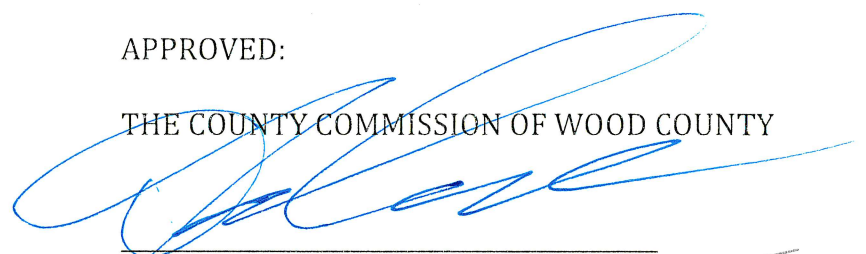
ORDER

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 twenty-four thousand seven hundred eighty dollars and ten cents (\$24,780.10) for the month of November, 2022. 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.

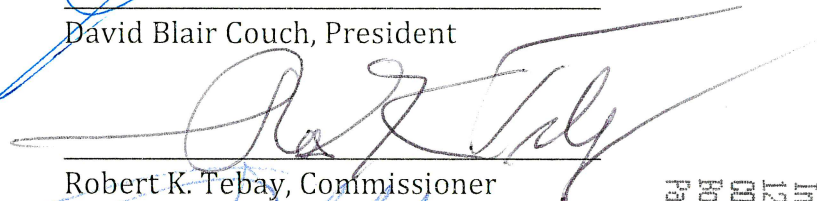
Documentation pertaining to the Community Corrections Grant is on file in the Office of the County Administrator.

APPROVED:

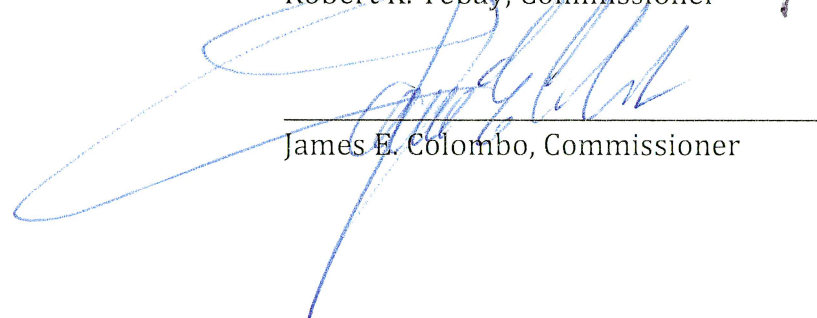
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/2672

Wood County
Mark Rhodes, Clerk
Instrument 88297523
12/09/2022 @ 12:08:57 PM
COUNTY COMMISSION ORDER
Book 76 @ Page 888
Pages Recorded 1

DECEMBER 8, 2022

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 WVCFIA GRANT.

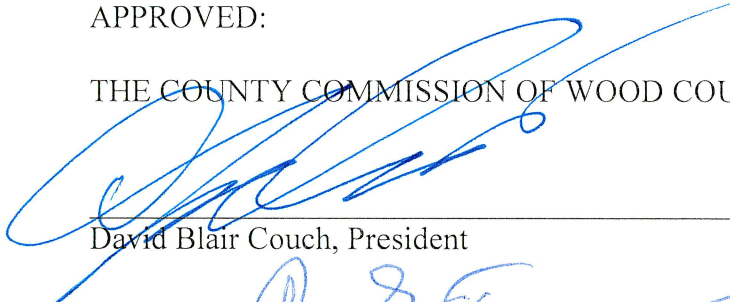
ORDER

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 Agreement for a Courthouse Improvement Grant with the State of West Virginia Courthouse Facilities Improvement Authority (WVCFIA). Said grant application is in the amount of nineteen thousand eight hundred dollars and zero cents (\$19,800.00).

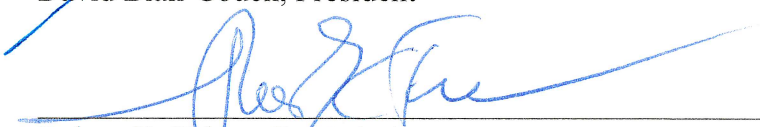
A copy of the Contract Agreement is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner


A/2673


**WV Courthouse Facilities Improvement Authority (CFIA)
20th Cycle Funding Recipient Check-Off List**


By initialing below, I, DAVID BLAIR CUCH of the WOOD COUNTY Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 20th Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

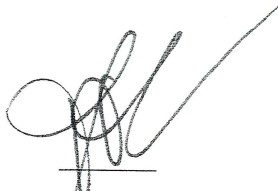
Initials

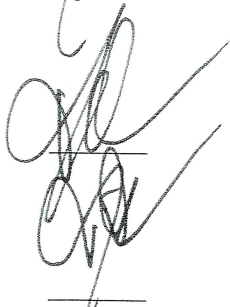
Requirement Description


The contract term will be from January 1, 2023 to December 31, 2023. The approved project will be completed by the contract end date, or the Commission will apply for an extension of the project before the end date in accordance with the guidelines of the Funding Assistance Contract Agreement.


A Project Completion Report is due when the project is complete. A project completion report is included within the contract packet and describes the requirements for the report. **A Project Completion Report must be submitted before additional grants may be awarded to a county from the CFIA.**

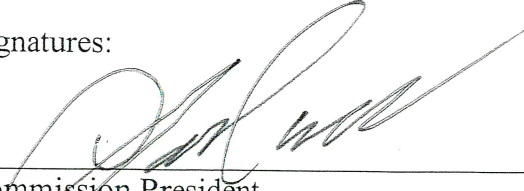

All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to wage laws, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. **CFIA projects are NOT emergency projects or sole source projects. A minimum of three bids must be considered prior to awarding a contract. I understand all CFIA projects must be publicly bid in the newspaper and by other means in order to make every effort to obtain a minimum of three bids. All projects must be reviewed by SHPO (State Historic Preservation Office) regardless of historic value of the building.**


Quarterly Progress Reports must be received by the 20th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.


Counties may request reimbursement up to three times during the life of this grant award. Each reimbursement request must represent the match requirement of 20% county funds and 80% CFIA funds, not to exceed the maximum amount of the grant award.

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

Signatures:



Commission President

12/8/22

Date



CFIA Executive Director

Date

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Wood County Commission]

**Grant ID Number: 20cycWood2023
Application Number: 20cycWood54**

This **AGREEMENT** is entered into this ___ day of _____, 2022/23 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority (“CFIA”), for and on behalf of the State of West Virginia, and the President of the [Wood] County Commission (the “Recipient” and together with CFIA, the “Parties”).

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

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

4. The Recipient will commence its duties under this Agreement on or about January 1, 2023 and shall continue such duties until completed or no later than December 31, 2023. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to [\$19,800.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(email and/or on USB preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include

submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.

11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State Historic Preservation Programs).
16. Where a county commission has received grant money to fund a project, and such courthouse facility is thereafter sold, the county commission shall reimburse the Fund the

amount of the grant.

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

[Remainder of Page Intentionally Left Blank]

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



Date 12/8/22

Commission President
Signature

DAVID BLAIR COUCH

- President's Printed Name

Date _____

Melissa K. Smith
Executive Director
Courthouse Facilities Improvement Authority

Lloyd County
Mark Rhodes, Clerk
Instrument 88297854
12/08/2022 @ 02:25:36 PM
COUNTY COMMISSION ORDER
Book 77 @ Page 1
Pages Recorded 7

DECEMBER 8, 2022

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

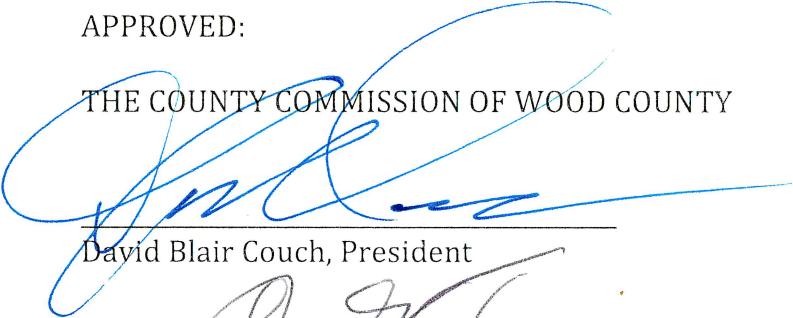
IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A VACANCY
EXISTS ON THE WOOD COUNTY DEVELOPMENT AUTHORITY.

ORDER

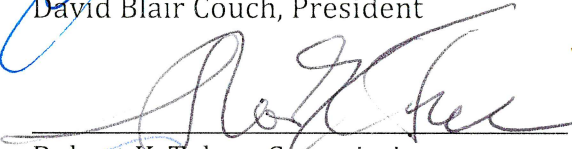
On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, announced that a vacancy exists on the Wood County Development Authority due to the resignation of Chad Mildren. His unexpired term will expire December 31, 2024.

APPROVED:

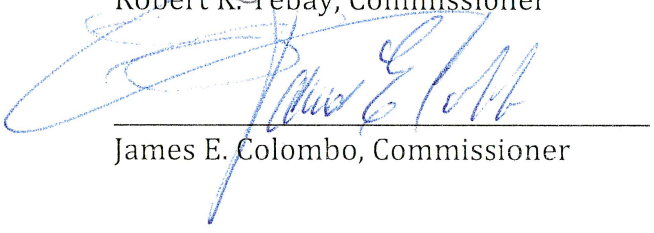
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/2664

Wood County
Mark Rhodes, Clerk
Instrument 88297770
12/08/2022 @ 11:16:17 AM
COUNTY COMMISSION ORDER
Book 76 @ Page 893
Pages Recorded 1

DECEMBER 8, 2022

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA


IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
A SURVEY TO BE OBTAINED FOR COUNTY PROPERTY.

ORDER


On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and passed, by hereby AUTHORIZE a survey to be obtained for County Commission Property located on a section of Market Street between First and Second Streets that was previously closed.

APPROVED:

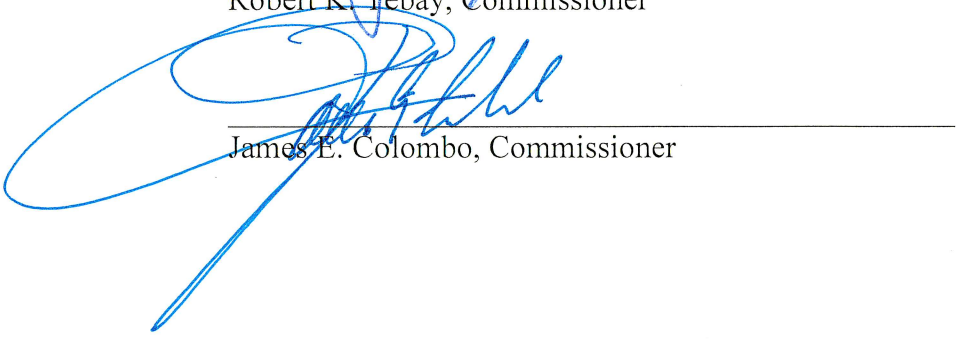
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

CW/136

Wood County
Mark Rhodes, Clerk
Instrument 88297856
12/08/2022 @ 02:43:05 PM
COUNTY COMMISSION ORDER
Book 77 @ Page 9
Pages Recorded 1

DECEMBER 8, 2022

EXECUTIVE SESSION OF THE WOOD COUNTY COMMISSION

This 8th day of December, 2022, at 10:17 o'clock A.M., at 1 Court Square, Suite 203, Parkersburg, West Virginia, upon motion of David Blair Couch, seconded by James E. Colombo and made unanimous by David Blair Couch, the County Commission, 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, Subsection 7, as amended:

WHEREUPON, the said David Blair Couch and James E. Colombo, Commissioners met with Marty Seufer, County Administrator.

All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, regarding investment of public funds.

The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 10:23 o'clock A.M.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

CW/137

Wood County
Mark Rhodes, Clerk
Instrument 08297855
12/08/2022 @ 02:32:42 PM
COUNTY COMMISSION ORDER
Book 77 @ Page 8
Pages Recorded 1