

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, DECEMBER 4, 2023

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.

AGENDA AND DISCUSSION ITEMS

At 9:30 A.M., the County Commission met with Amanda Stevens for an update on the progress of the Downtown PKB Committee.

At 9:57 A.M., the County Commission met with Mike Shook, E-911 Director. He requested they go out to bid for a new vehicle. The County Commission stated they will look at the vehicle inventory and then make a decision.

At 10:20 A.M., IT Director, Chris Whittaker, met with the County Commission to update them on the need for a new phone system for the County. 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 bids to be let out and advertised for a new phone system for the County Offices. Said bids are upon the request of The Wood County Information Technology (IT) Department. (Order C/168)

Having no scheduled appointments or further business to attend to, the County Commission adjourned at 10:36 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

A/2878, C/167, C/168, C/169

APPROVED:

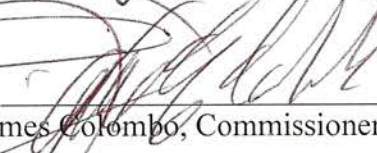
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

Wood County Commission Meeting
Held December 4, 2023

Please Print

1.	Mike Shook
2.	Amanda Stevens
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Wood County Commission
Agenda

December 4, 2023
No. 1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Discuss Downton PKB progress for 2023	Amanda Stevens
9:45 A.M	Discuss going out to bid for the purchase of a vehicle for the E-911 Center	Mike Shook, E-911 Director
10:00 A.M.	Estate of Geraldine Pahl – Consider request to open estate and remove the Administrator, Sheryl Vincent	Bill Merriman, Attorney and Scot Heckert
	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, impropers 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 4, 2023

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 one hundred thousand dollars and zero cents (\$100,000.00).

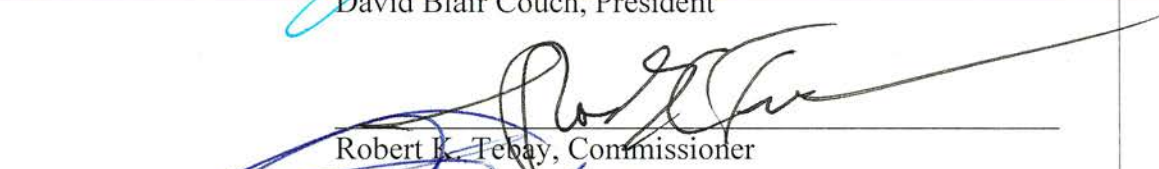
A copy of the Contract Agreement is attached to this Order and should be made a part thereof.

APPROVED:

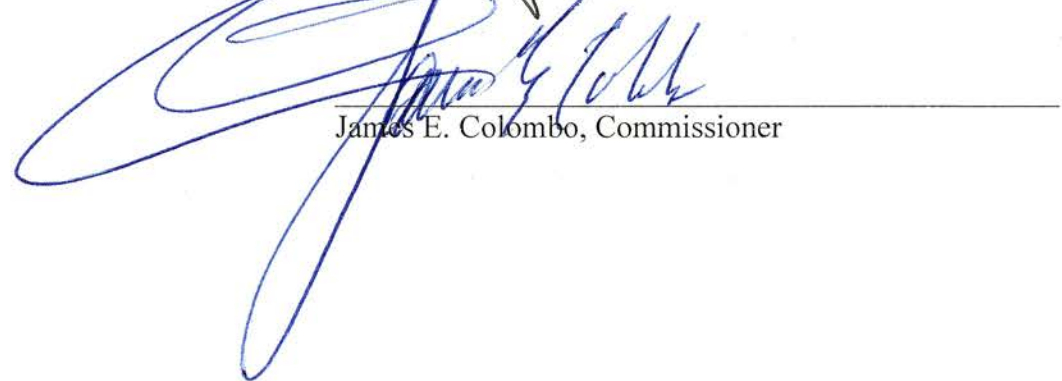
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/2878

WV COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY

21st Cycle

Contract Signing Instruction Sheet

- Enclosed are your award notice, two contracts, two check-off lists of the grant requirements, a copy of the special conditions and assurances which were part of the original application, a copy of mandatory reports and a checklist from the State Historic Preservation Office (SHPO). Our grant reports are also available on our web-site: www.cfia.wv.gov. They can be found within the tab labeled "Grant Forms". These forms were also emailed to the Grant Manager.
- The contracts must be signed by the County Commission President **ONLY**. In addition, the check-off lists must be initialed and signed by the Commission President. Please sign the two contracts (in **BLUE** ink) and return both copies of the contract and the check-off sheets. *The award notice is for you to keep.* After we have received the contracts and check-off sheets, Shelly will sign and we will return one of the contracts and one check-off sheet to you for your file.
- Should you have any questions regarding the SHPO information, please contact their office. We simply included their information to assist you with the section 106 review process.
- Please notify our office if you need a copy of your original application. It is included as an attachment to the contract.

If you have any questions or comments, please contact us at (304) 558-5435, (304) 380-4032, or via email at shelly.murray@wvcfia.com.

**West Virginia
Courthouse Facilities
Improvement Authority
Funding Award**

Notification Date
November 2023

Application Number:
21cycWood54

GRANT ID NUMBER
21cycWood24

State Fund Number
8685

Grant Cycle
021

Program Name
WV Courthouse Facilities
Improvement Authority

F.E.I.N: 55-6000417

Recipient Name and Address:

Wood County Commission
1 Court Square, Suite 203
Parkersburg, WV 26101

Funding Period

From: January 1, 2024
To: December 31, 2024

Project Name

Mechanical (HVAC) – Replace 3 HVAC units on Annex Roof.

Funding Program ID:
CFIF

Project Number:
21cycWood21CY202454

Project Description:

Replace 3 HVAC units on Annex Roof.

Special Requirements:

Change Orders:

Number: Date: Purpose:

COPY OF ORIGINAL AGREEMENT IS ON FILE IN THE OFFICE OF THE COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY AND IS AVAILABLE FOR INSPECTION.

Maximum Amount Approved:

\$100,000.00

Authorized Signature:

Shelly L. Murray

Shelly L. Murray
Executive Director

WV Courthouse Facilities Improvement Authority

Date

11/28/2023

Payment Advice: Reimbursement contingent upon project completion and submission of all required documentation. All project funds secured from sources other than CFIA are the responsibility of the County Commission.

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CONTRACTS!

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Wood County Commission]

Grant ID Number: 21cycWood2024

Application Number: 21cycWood54

This **AGREEMENT** is entered into this ___ day of _____, 2023/24 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 [Mason] 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, 2024 and shall continue such duties until completed or no later than December 31, 2024. 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 [\$100,000.00] (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.

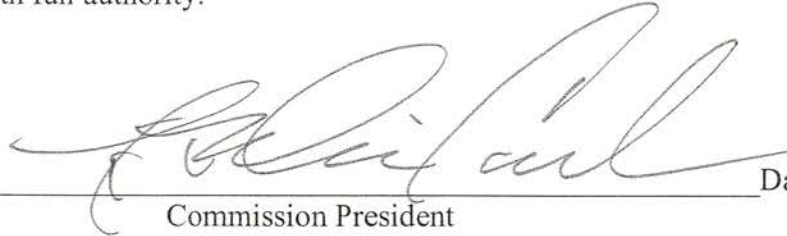
11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or 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.

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

 Date 12-4-23

Commission President

Signature

DAVID BLAIR Cooch - President's Printed Name

_____ Date _____

Shelly L. Murray
Executive Director
Courthouse Facilities Improvement Authority

FUNDING ASSISTANCE CONTRACT AGREEMENT

**BETWEEN THE
WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Wood County Commission]

**Grant ID Number: 21cycWood2024
Application Number: 21cycWood54**

This **AGREEMENT** is entered into this ___ day of _____, 2023/24 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 [Mason] County Commission (the “Recipient” and together with CFIA, the “Parties”).

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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, 2024 and shall continue such duties until completed or no later than December 31, 2024. 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 [\$100,000.00] (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.

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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.

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



Commission President
Signature

Date 12/4/23

_____ - President's Printed Name

_____ Date _____

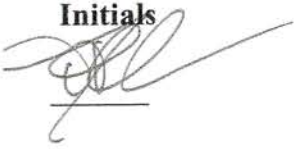
Shelly L. Murray
Executive Director
Courthouse Facilities Improvement Authority

**WV Courthouse Facilities Improvement Authority (CFIA)
21st Cycle Funding Recipient Check-Off List**

By initialing below, I, Debra Couch of the Wood 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 21st 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, 2024 to December 31, 2024. 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.

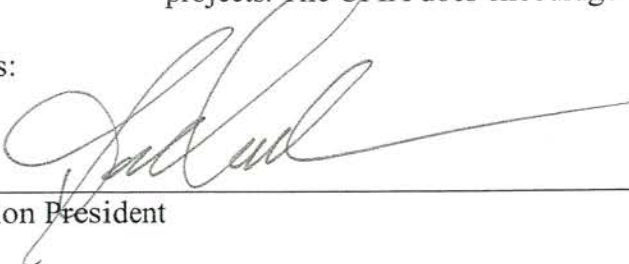


Counties may request reimbursement up to three times during the life of this grant award. Each reimbursement request must represent the match requirement of 20% county funds and 80% CFIA funds, not to exceed the maximum amount of the grant award.



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

12/4/23
Date

CFIA Executive Director


Date

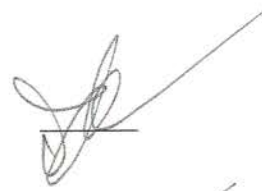
**WV Courthouse Facilities Improvement Authority (CFIA)
21st Cycle Funding Recipient Check-Off List**


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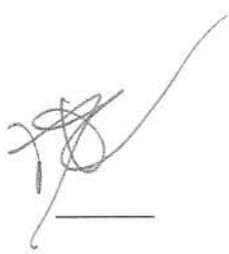
Initials


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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

12/4/23

Date

CFIA Executive Director

Date

Special Conditions and Assurances

The applicant hereby certifies and assures that it shall comply with the following special conditions, regulations, policies, guidelines, and requirements of the Courthouse Facilities Improvement Authority. These policies, Special Conditions, and Assurances apply to all funds expended for purposes associated with this project.

1. **Commencement within 60 days:** The funded project must be initiated within 60 days of the project starting date specified in the contract agreement. If the project has not been initiated within 60 days of the specified project starting date, the Authority may accept a written explanation of the delay by the county applicant to terminate the funding agreement.
2. **Project Completion:** If the funded project is incomplete by the end date specified in the contract agreement, the county applicant must submit to the Authority a written explanation of the delay. The Authority may either accept the written explanation for the delay or it may cancel the project and redistribute the funds to other projects.
3. **Press Release:** Any release of funding information must include the funding amount and the name of the “West Virginia Courthouse Facilities Improvement Authority”. Please forward a copy of these to the CFIA office.
4. **Procurement Procedures:** County applicants are required to solicit and consider competitive proposals from a minimum of three qualified vendors, utilizing a public bidding format. The applicant shall be governed in all respects by the laws of the State of West Virginia. At a minimum, an advertisement must be placed in a public, printed newspaper. A copy of the ad must be forwarded to the CFIA office.
5. **Wage Rate:** Any wages paid by contractors must meet any governing West Virginia Department of Labor regulations.
6. **Green Buildings Minimum Energy Standards:** In accordance with §22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

7. **Legal Authorization**: The county applicant hereby certifies it has the legal authority to apply for funding assistance; 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 authorizing the person identified as the official county representative of the applicant to act in connection with the application and to provide such additional information as may be required.
8. **Relationship**: The relation of the county applicant to the Authority shall be that of an independent contractor, not that of a joint enterprise. The county applicant shall have no authority to bind the Authority for any obligation or expense without the express prior written approval of the Authority.
9. **Laws of West Virginia**: Any funding application/contract shall be governed by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Courthouse Facilities Improvement Authority.
10. **Access to Records**: The Courthouse Facilities Improvement Authority, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the funds distributed, and to relevant books and records of contractors.
11. **Use of Funds**: Funds awarded through the Courthouse Facilities Improvement Fund may be expended only for the purposes and activities specifically covered by the county applicant's approved project agreement. The funds may only be used on property legally owned and occupied by the county and county officials.
12. **Sanctions for Noncompliance**: In the event of the county applicant's noncompliance with the terms, conditions, covenants, rules, or regulations of this funding assistance, the Courthouse Facilities Improvement Authority may impose such contract sanctions as it may deem appropriate, including, but not limited to the following:
 1. Withholding of payments to the applicant until the applicant complies, or
 2. Cancellation, termination, or suspension of the contract, in whole or in part, or
 3. Refrain from extending any further assistance to the applicant until satisfactory assurance of future compliance has been received.
13. **Written Approval of Changes**: The county applicant must obtain prior written approval from the Courthouse Facilities Improvement Authority for all project changes.

14. **Contracts**: No contract or agreement may be entered into by the county applicant for the execution of the project activities or provisions of service which is not incorporated in the approved agreement, and without the prior written approval of the Courthouse Facilities Improvement Authority
15. **Accounting Requirements**: County applicant agrees to record all project funds and costs following generally accepted accounting procedures. A separate account number or cost recording must separate all project costs from the county's other or general expenditures. Adequate documentation for all project costs and income must be maintained. All relevant information must be retained for audit purposes.
16. **Obligation of Project Funds**: Funds may not, without prior written approval from the Courthouse Facilities Improvement Authority, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
17. **Program Accountability**: Fund accounting, auditing, monitoring, and evaluation procedures will be conducted by the applicant to assure fiscal control, proper management and efficient distribution of funds.
18. **Reporting of Irregularities**: Applicants are responsible for reporting promptly to the Courthouse Facilities Improvement Authority the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of funding or other remedial action.
19. **Public Availability of Information**: The applicant agrees to comply with the terms and conditions of pertinent state Freedom of Information Acts, and to require its contractors comply with these requirements.
20. **Conflict of Interest**: No public official or employee of the applicant agency, who performs any duties under the project may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit or remuneration to him/her or his/her immediate family.
21. **Release of Information**: If requested, all records, papers, and other documents kept by recipients of financial assistance are required to be made available to the Courthouse Facilities Improvement Authority or its representative.
22. **Inspection and Audit**: County applicants and sub-applicants have the responsibility to provide for an audit of their activities. The county applicant agrees to submit a copy of each audit conducted to the Courthouse Facilities

Improvement Authority along with a method for timely and appropriate resolution of audit findings and recommendations.

23. **Discrimination Prohibited**: No person shall, on the grounds of race, religion, color, national origin, sex, or handicap, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under, or denied employment in connection with assistance awarded pursuant to the Anti-Drug Abuse Act of 1986. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safety Streets Act, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and, Executive Order 11246, as amended by Executive Order 11375; and their implementing regulations, as well as the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia), and 41 CFR Pat 60.1 et.seq., as applicable to construction contracts.
24. **Equal Employment Opportunity Program**: Each county applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301 et.seq., Subpart E, or that in conformity with the forgoing regulations, no Equal Employment Opportunity Program is required.
25. **Confidentiality of Research Information**: Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with Courthouse Facilities Improvement 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). Confidential Information- The applicant should only include the program description, the funds involved, and the number of projects. The unit of local government implementing the program will be made known to the Courthouse Facilities Improvement Authority upon request or upon completion of the project.
26. **Criminal Penalties**: Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to use his/her gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be

fined not more than \$10,000 or imprisoned not more than five years or both.

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

27. **Patents and/or copyrights and rights in data:** Where activities supported by this funding assistance produce original graphical, pictorial, written, and/or similar works for which a patent, or copyright application, is contemplated, the Courthouse Facilities Improvement Authority should be contacted for further instructions.
28. **Time Extensions:** Time extensions for this program are unallowable unless written extensions are submitted by the county applicant and approved in written form by the Courthouse Facilities Improvement Authority. Any funds remaining at the conclusion of the contract period shall be deobligated unless otherwise determined by the Courthouse Facilities Improvement Authority.
29. **Cost Overruns:** Any cost overruns incurred by the county applicant in conjunction with the completion of a project funded, wholly or in part, by the Courthouse Facilities Improvement Fund will be the responsibility of the applicant. Any changes or upgrades to a funded project that have not been approved by the Courthouse Facilities Improvement Authority are the responsibility of the county applicant.
30. **Project Reporting:** Progress reports are required. They are to be submitted to the Authority by the 20th of the month following the end of each quarter during the project period. Progress reports must also accompany each request for reimbursement. Within 30 days of completion, a Project Completion Report must be submitted to the Authority. This report will be available on the website: www.cfia.wv.gov. Information to be included is as follows: Cost comparisons, Quality of workmanship, Quality of materials used, Employee/Courthouse visitor benefits, Timeliness of contractors/materials, Problem areas and County applicants project overview/recommendations. A Project Completion Report must accompany the final request for reimbursement. Failure to submit any of the reports listed above is considered a violation of the signed contract and may result in contract termination.

Compliance Verification Checklist For Courthouse Facilities Improvement Authority Grants

County	
Grant Manager	
Grant Cycle	
Grant Number	

This checklist is for your internal grant file and does NOT need to be submitted to the CFIA office. It is simply a guide to help you manage the grant and is not comprehensive.

Compliance Description	Completed	Submitted to CFIA	Filed Internally
Signed Grant Contract*			
SHPO Section 106 Review submitted			
Response from SHPO received			
Publicly advertised project*			
Opened bids in public commission meeting*			
Commission meeting minutes from hiring*			
Ensure Contractor is aware of SHPO requirements			
Obtained proper bonds/insurance			
Quarterly Progress Reports*			
Reimbursement Request form Original mailed*			
Project Completion Report*			
Final Pictures*			
Time Extension**			
Scope Reduction**			
Change Order**			

*Items required to be submitted to CFIA office. Failure to complete and submit these steps will result in loss of grant award.

**These items are not required, but if they do occur, they must be submitted for pre-approval to the CFIA Board of Directors.



West Virginia

Courthouse Facilities Improvement Authority Fund

21ST CYCLE - PROGRESS REPORT

County Name:	Grant ID #:
Mailing Address:	Report Period:
Report Completed By: Title: Telephone #: Email Address:	

Please describe activity, progress, achievements, and difficulties encountered below. If you have not expended any grant funding, please give an explanation of why. **PLEASE BE DESCRIPTIVE.** Reports must be submitted at the end of each quarter. Reports are due by the 20th of the month following each quarter. Therefore, a progress report is due by April 20th, July 20th, October 20th and January 20th. More than 1 delinquent project report may result in funding restrictions or grant termination. In addition, a progress report must accompany all reimbursement requests. Email submission of this report is preferred. Send to Shelly.Murray@wvcfia.com.

WEST VIRGINIA Courthouse Facilities Improvement Authority	INVOICE INVOICE INVOICE 21st Cycle - Request for Reimbursement
RECEIVED	Funds Recipient:
	Address:
	Grant ID #:
	FEIN #:
CFIA Use Only Invoice #:	Funds are hereby requested to cover expenditures FROM: TO:

VENDOR INFORMATION - Please list below all invoices associated with this request for reimbursement. List the vendor name, the invoice date, the invoice number and the check number in this column. Attach a copy herein of the corresponding vendor invoice(s) marked "paid" and proof of payment for services (copy of county check).

Total Dollar
Amount of
Each Invoice

The CFIA reimburses for 80% of total invoices up to the maximum amount of the grant award. County matches with 20%.

FUNDS RECIPIENT REIMBURSEMENT REQUEST:

This request is in the amount of \$ _____
Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for reimbursement.

Date

Authorized Official – signature and printed name

CFIA USE ONLY CERTIFICATION:

I certify that this report presents expenditures of funds for the period covered and for the total project budget to date, made in accordance with the approved application for this funding program.

BY: Shelly L. Murray, Executive Director

TYPED NAME & TITLE
(Authorized Official or Financial Officer Only.)

SIGNATURE

DATE

WVCFIA Project Completion Report Guidelines

- A project completion report must be submitted via mail or email.
- It must be on county letterhead.
- It must be signed by the commission president in blue ink.
- A project completion report must be submitted before or with a final reimbursement request in order for a final request to be processed, unless an agreement is made otherwise.

INCLUDE YOUR CFIA Grant ID Number IN YOUR REPORT

The following is the information required for a project completion report:

1. Cost comparisons;
2. Quality of workmanship;
3. Quality of materials used;
4. Employee/Courthouse visitor benefits;
5. Timeliness of contractors/materials;
6. Problem areas;
7. County applicants project overview/recommendations;
8. A statement indicating that all contract stipulations were followed, including but not limited to wage requirements, SHPO, ADA, etc...; and
9. Pictures of the completed project, preferably on USB flashdrive or via email to Shelly.Murray@wvcfia.com. NO CDs will be accepted.

Project Completion Reports must be mailed to:

WVCFIA
2003 Quarrier Street
Charleston, WV 25311
Or emailed to: Shelly.Murray@wvcfia.com



WEST VIRGINIA
COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
2003 QUARRIER STREET
CHARLESTON, WV 25311

L. D. EGNOR
CHAIRMAN EMERITUS

JOSEPH M. ALONGI
CHAIRMAN

Memorandum of Importance & Required Action

To: Commission President and CFIA Grant Managers
From: Shelly L. Murray, Executive Director
Date: November 28, 2023
RE: CFIA 21st Cycle Grant Funds - Submission of Project Documents

As was required in previous years, counties are required to submit to the CFIA office the following documents prior to any project reimbursements being issued:

- A copy of the advertisement for bid / legal ad of the CFIA grant project. ALL CFIA projects MUST be publicly bid.
- A copy of the County Commission meeting minutes containing the approval of the winning bid for the CFIA grant project

The requested items have always been requirements for obtaining funds from the Courthouse Facilities Improvement Authority.

Please send these two items to the CFIA office as soon as you are able to provide them. They can be emailed to: shelly.murray@wvcfia.com. No reimbursement requests will be processed until both of these items are received in addition to the items listed on the reimbursement form. Please do not hesitate to contact me should you need clarification or need assistance.

West Virginia SHPO Information Sheet for Section 106 Review Projects

The following information is needed for SHPO staff to be able to complete a review of a federal or state funded or permitted project (undertaking):

I. General Information regarding all project submissions:

Is this project a new submission or supplemental information relating to a previously submitted project? If this is supplemental information, please submit the project FR#.

- a. Project Name
- b. Federal Agency, if applicable (agency providing funds, permit, license or assistance)
- c. Federal Agency Contact Person: Name, Street Address, Phone Number, email
- d. State Agency, if applicable
- e. State Agency Contact Person: Name, Street Address, Phone Number, email
- f. Project Contact Person: (individual(s) who are knowledgeable of project activities). Name, Street Address and Phone Number, email
- g. Project Street Address, City, County, Zip Code
- h. Project Location: Please attach the appropriate USGS Topographic Quadrangle Map indicating the location of the project. If applicable, attach a street map indicating the location(s) of specific addresses. If providing UTM coordinates, please specify whether the projection is NAD 27 or 83. For DEP projects, it is required that a 1"-500' scale (Engineering Map) be submitted in addition to the USGS Topographic Map. All maps must clearly depict the project boundaries.
- g. Project Description: Describe the activities proposed within the defined project area and provide any available information regarding past land use of the project area. Provide the project size, including acres or project right-of-way length and width. If applicable, describe proposed construction depths. If the project will involve building rehabilitation or renovation, please identify materials and provide any available drawings, plans and specifications. If demolition is proposed, please provide cost comparison of repair vs. demolition, explanation of alternatives considered or justification as to why structure cannot be rehabilitated. This may include copies of building inspection or engineering reports.
- h. Project Photographs: These should document the project area showing general views, known disturbances, any rock outcrops, and buildings and/or structures (50 years or

older) within and adjacent to project area. All photographs should be clear, concise, clearly labeled and keyed to a project map.

Photographs of buildings should incorporate the entire building. These may include photographs of the front, back and sides of the building. It is important that you provide photographs that show the entire building as well as photographs of any particular areas where any alterations will occur (e.g., a change in the windows, doors, lighting, etc.).

- i. Date of Construction for existing buildings that will be directly or indirectly impacted by the project.

II. Identification of Cultural Resources

Please provide any information regarding the following within or adjacent to project area:

- a. Known archaeological sites
- b. Cemeteries
- c. Structures
- d. Historic Structures or Districts

If there are standing structures within or adjacent to the project area, please provide photographs. You may be asked to submit an WV Historic Property Inventory Form for any structure 50 years or older within the project area or if with the line of sight of the project. Forms and instructions can be found at <http://www.wvculture.org/shpo/forms.html>. Information regarding National Register listings may be found at <http://www.wvculture.org/shpo/nr.html>

DECEMBER 4, 2023

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
GRANT APPLICATION FOR A REAP GRANT.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE an application for a Rehabilitation Environmental Action Program Dilapidated Structures Grant with the West Virginia Department of Environmental Protection. Said grant is in the amount of one hundred ninety-five thousand dollars and zero cents (\$195,000.00).

A copy of said Grant 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

CW/167



West Virginia Department of Environmental Protection
Rehabilitation Environmental Action Program (REAP)
Dilapidated Properties Program (DLAP)

2024 DLAP Sub-Grant Application

Wood County Commission

Name of Applicant (County Commission or Municipality)

_____556000417_____ HNKAVU97TGF8_____

Federal Identification No. (FEIN) Current UEI No. (go to www.SAM.gov)

1 Court Square Suite 204 Parkersburg WV 26101

Street or Box No. (Mailing Address) City State Zip

Levi Brady - Compliance Officer LBrady@woodcountywv.com 304-424-1988

Primary Contact Person and Job Title E-Mail Address Daytime Phone

Total Number of Targeted Dilapidated Structures: 14

Total estimated budget for demolition, abatement, and other associated costs (add totals from page 2): \$195,000.00

I (We) hereby certify that the information provided in this application is true and correct. I (We) understand that falsification of any information in this document, whether by fraud or omission, will result in failure to receive grant funds from the West Virginia Department of Environmental Protection.

[Signature] 12-4-23
Signature of County Commission President or Mayor Date

David Blair Couch
Name (Typed)

PRESIDENT
Position / Title



2024 DLAP Sub-Grant Application

Sub Grant Budget

Demolition, Asbestos Testing, and Abatement Budget

Type of Property (Residential, Commercial, other)	Dilapidated Property Address	Estimated Cost
Residential	286 Drain Road, Mineral Wells WV 26150	\$13,000.00
Residential	73 Comer Street, Parkersburg WV 26101	\$13,000.00
Residential	603 Hill Street, Parkersburg WV 26104	\$13,000.00
Residential	774 Club Drive, Washington WV 26181	\$13,000.00
Residential	1225 Core Rd, Parkersburg WV 26104	\$13,000.00
Residential	554 Homewood Rd, Parkersburg WV 26101	\$13,000.00
Residential	512 Montgomery Hill Rd, Walker WV 26180	\$13,000.00
Residential	88 Buckingham Rd, Belleville WV 26133	\$13,000.00
Residential	12825 Harris Highway, Belleville WV 26133	\$13,000.00
Residential	21 Worthington Trailer Park Rd, Parkersburg WV 26104	\$13,000.00
Residential	203 Bethel Woods Drive, Waverly WV 26184	\$13,000.00
Residential	3793 New England Ridge Rd, Washington WV 26181	\$13,000.00
Residential	3779 Harris Highway, Washington WV 26181	\$13,000.00
Residential	1252 Gihon Road, Parkersburg WV 26101	\$13,000.00
Residential		
More properties to be added – as needed		\$8,200.00
*You can say, "More properties will be added as needed", if you are still building your inventory.	*You may attach your list of targeted properties to the application if more room is needed than what is provided here.	
Total Cost for Demolition & Abatement		\$190,200.00

Program Support Budget

Personnel Costs (such as Engineering fees/reports/time/effort)	2,800.00
Other Non-Contractual Direct Costs (such as legal notices, newspaper publishing, hearings, mailings, advertisement, publications)	2,000.00
Contractual – Non Demolition Related Costs	
Total Cost for Program Support	4,800.00

Please provide a brief description for each of the following questions.

Section A: Project Summary

Provide an overview of your dilapidated properties program or demolition program and explain how the grant funds will be utilized to achieve your goals.

- **The purpose of the Abandoned and Dilapidated Building Ordinance is to promote the public safety and welfare of the citizens of Wood County, West Virginia. This is performed by requiring the repair, alteration, improvement, vacating, closing, removal or demolition of dwellings or other buildings, or any combination thereof, unfit for human habitation due to dilapidation, defects, increasing hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or other conditions prevailing in any dwelling or building whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect, and by requiring the removal and clean up of any accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage located on private lands which is determined to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result or natural or manmade force or effect. *** PROVIDED, HOWEVER this ordinance shall not apply to buildings utilized for farm purposes on land actually being used for farming.**
- **The program itself is overseen by the County Compliance Officer. The officer receives a complaint, report, or phone call regarding a possible dilapidated structure on a property and performs an investigation regarding the structure/building. This investigation involves an onsite inspection with the county engineer, structural analysis of the dilapidate structure to see if the structure is qualified under the abandoned and dilapidated building ordinance. The CE will write up a report on the structure and advise on what needs to be completed while providing steps to what needs done to either bring the structure back into compliance or if demolition of the structure/building is needed.**
- **The demolition permitting process is where the property owner or contractor is required to obtain a building permit for demolition of a structure. This demolition requires an asbestos inspection and abatement of structure to see if any asbestos is found in the structure. If asbestos is found, the company/contractor performing the inspection will remove the infected area and take the material to an asbestos approved landfill. Once abatement mitigation is completed, the owner and/or contractor will obtain a building permit for demolition of the structure through the County Compliance Officer. Once the building permit and copy of cleared asbestos inspection is obtained, the owner/contractor may begin demolishing the structure. The demolition permits are good for 1 year as long as started within 6 months of obtaining the permit.**
- **At times when the owner will not or cannot perform the needed demolition, the county can/is able to step in and enforce a lien upon the property and set a hearing with the County Commission to discuss further plans of the property by the County Compliance Officer. If granted/enforced under the County Commission, the County will accept responsibility for the demolition through putting out a public notice and accept a bid to demolish the structure. The County provides the funds to pay for a contractor to perform the asbestos inspection and abatement, as well as demolish the structure.**

- The grant funds will be utilized by reimbursing Wood County for the money spent on time, effort, expenditure of resources, services, and actions through due diligence with property owners and contractors to demolish a structure that is abandoned/dilapidated, and is in violation of the abandoned and dilapidated ordinance.

Section B: Ordinance Implementation and Enforcement

Provide details on how your ordinance related to dilapidated properties is implemented and enforced.

- **The Wood County Compliance Officer receives a report or complaint regarding a property with a possible abandoned or dilapidated structure. The Compliance Officer will go out in the field and inspect the structure to determine if the structure qualifies as dilapidated. If the structure is identified to be categorized under the Abandoned and Dilapidated Building Ordinance, the County Engineer will be asked to perform an inspection of the site. The CE will write up a report on the structure and advise on what needs to be completed while providing steps to what needs done to either bring the structure back into compliance or if demolition of the structure/building is needed.**
- **The Compliance Officer will try to contact property owner to see or obtain a plan of action for the property and structure, as well as, provide a copy of the inspection report from the CE. The CO will continue working with the property owner to find a resolution to the abandoned/dilapidated structure, whether that be bringing the structure back into compliance or possible demolition of the structure through the property owner means or by the County Compliance Officer stepping in for more assistance and/or enforcement of county's regulations regarding abandoned and/or dilapidated buildings and structures. This process is enforced by the Compliance Officer, in which the property is continually checked upon to observe the progress of the "plan of action" provided by the owner.**

Section C: Dilapidated Property Inventory

Explain the process by which your program identifies, categorizes, and prioritizes dilapidated properties targeted for demolition.

- **A report, complaint, or phone call into compliance office of a structure on a piece of property is reported to the Wood County Compliance Office. The CO will go out to visit property to inspect structure and if the structure is identified to be categorized under the County Abandoned and Dilapidated Building Ordinance, then the County Engineer will be notified for an onsite inspection. Once inspection is completed by CO and CE, there will be a report completed by the County Engineer to outline the level of dilapidation the structure is at, as well as, what the owner needs to do to either bring the structure back into compliance or if severe enough, demolish the structure for safety reasons and following the abandoned and dilapidated ordinance guidelines.**

Section D: Right of Entry

WVDEP REAP Dilapidated Properties Program requires all projects that use grant funding for demolition must have an encumbrance placed on the property. Please explain your strategy or methods for obtaining legal right of entry.

- **County Compliance Officer will meet, speak with, or contact owner of property to discuss legal right of entry permissions for access to property.**

2024 DLAP Sub-Grant Application

- **The Abandoned and Dilapidated Building Ordinance provides ruling under *SECTION 3.a-14* - The Members of the Enforcement Agency are specifically authorized to enter upon lands under their jurisdiction *SECTION 1.4 supra*, without a warrant for the sole purpose of making the investigation required herein; however, any such entrance upon the property in question shall be made in such a manner as to cause the least possible inconvenience to the persons in possessing.**
 - ***Section 1.4 - Jurisdiction* - This ordinance shall apply to all properties within Wood County, West Virginia exclusive of properties within incorporated towns and cities, properties of the United States Government, and the West Virginia State Government)**

Section E: Attachments

Please include the following documents, if applicable:

- Copy of your Ordinance that regulates unsafe dilapidated and abandoned properties.
- If partnering with a third party such as a Regional Planning Council or neighboring municipality or county commission to manage your grant, share code enforcement, or provide other relevant services, please include a copy of your signed contract or Memorandum of Understanding. The contract should clearly define the duties of the third party. This documentation may be provided after the grant is awarded.

You must have the following requirements completed prior to the award being issued. Please check all that apply:

- Area being served has Adopted WV State Building Code, or additional ordinances to regulate unsafe properties.
- Vender registration in WVOASIS – Applicant has completed the vendor registration in WVOASIS. (if you have questions contact DEP.DLAP@wv.gov)
- Applicant is in compliance with Workers Compensation, Unemployment Compensation, and the Tax Department.

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

This certification is required by the Drug Free Workplace Act of 1988 (pub. I 100-690, Title V, Subtitle D) and is implemented through additions to the debarment and suspension regulations, published in the Federal Register on January 31, 1989.

An Organizational Applicant certifies that it will 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 a 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 work place;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and

2024 DLAP Sub-Grant Application

- (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 to 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 of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- (e) Notifying the agency within 10 days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is convicted;
 - (1) taking appropriate personnel action against such an employee, up to and including termination; 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) and (f).

Place of Performance: The applicant shall insert in the space provided below the site(s) for the performance of work done in connection with specific grant (street address, city, county, state, zip code):

An applicant who is an individual certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant. This assurance is given in connection with any and all financial assistance from the West Virginia Department of Environmental Protection after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the applicant, its successors, transferees and assignees and on the authorized official (or individual applicant, as appropriate) whose signature appears below.

Organization Name: Wood County Commission

Name and Title of Authorized Representative: Levi Brady – Compliance Officer

Signature: 

Date: 10/1/23

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READY TO DEMO CHECKLIST

You may bundle this information as you progress through the grant program but will only have one year to spend the funds. The program cannot reimburse for activities conducted prior to the award date. Each property you hope to demolish must have the following documentation:

- Code Enforcement Report and Letter of Condemnation for each structure.
- Documentation of Property Owner Notification
- Legal documentation giving you the right to enter upon the property for demolition purposes. This may include, but not limited to the following:
 - Right of Entry legal documentation or court order
 - Voluntary Agreement signed by the property owner
 - A letter stating the county or municipality owns the property
- Apply and Obtain Approval from West Virginia State Historic Preservation Office (SHPO)
- Demolition Contract Bundle, which will include the following:
 - Bid Advertisement / Class II Legal Advertisement
 - Competitive Low Bid Comparison Sheet
 - Signed Contract
 - Signed Non-Disclosure Form with your contractor
- Asbestos Contract Bundle
 - Provide the same documentation as the demolition contract.
 - Not needed if asbestos abatement was included in the demolition contract.

PRIOR TO DEMOLITION

- Once all of the necessary documentation is procured, email the information to DEP.DLAP@wv.gov along with a request for an “Authorization to Proceed”.
 - Tip: when possible, consolidate documents into a single **pdf** file and name the file using the dilapidated property’s address. You may consolidate bid and contract information in a similar fashion. This may not work in all cases but can help streamline the review process.
- Asbestos Testing with Report for each structure.
- Your contractor shall submit to the Division of Air Quality a Notification of Abatement, Demolition, or Renovation ten days before activities commences.

Wood County
Joe Gonzales, Clerk
Instrument 88322941
12/04/2023 @ 10:13:49 AM
COUNTY COMMISSION ORDER
Book 78 @ Page 27
Pages Recorded 8

DECEMBER 4, 2023

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA


IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
BIDS TO BE ADVERTISED FOR A NEW PHONE SYSTEM.

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 bids to be let out and advertised for a new phone system for the County Offices. Said bids are upon the request of The Wood County Information Technology (IT) Department.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

cw/168

Wood County
Joe Bonzaless, Clerk
Instrument 88322940
12/04/2023 @ 10:10:44 AM
COUNTY COMMISSION ORDER
Book 78 @ Page 26
Pages Recorded 1

DECEMBER 4, 2023

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
THE ALLOCATION OF FIRE DEPARTMENT FUNDS
RECEIVED FROM THE STATE.

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 a monies received from the State of West Virginia, to be evenly divided between the ten (10) Volunteer Fire Departments in Wood County. Said funds will be placed into the County Fire Fee fund to be expended by the individual fire departments. Funds were provided by the West Virginia Legislature Bill number SB 1021.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

cw/169

Wood County
Joe Gonzales, Clerk
Instrument 88322939
12/04/2023 @ 10:07:47 AM
COUNTY COMMISSION ORDER
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