IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

NO. 1 COURT SQUARE, SUITE 203

PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD

THURSDAY, MAY 22, 2025

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 9:35 A.M., the County Commission met with Chip Umstot, who asked for funding to

help with the roof on the Waverly Activity Center. He presented quotes, which are attached to

these minutes. Commissioner Couch stated the Commission will do its part, but not the entire

amount. He asked him to check with some other organizations and get them a list of who they

have requested assistance from. He also asked him to check with our insurance to see if they can

get a better rate.

Having no other scheduled appointments or further business to attend to, the County

Commission adjourned at 10:35 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

No Orders

Page **1** of **2**

APPROVED: THE COUNTY COMMISSION OF WOOD COUNTY David Blair Couch, President Robert K. Tebay, Commissioner James Colombo, Commissioner



Wood County Commission Agenda

May 22, 2025 | 9:30 A.M. 1 Court Square, Suite 203 Parkersburg, WV 26101

9:30 A.M.	Consider a request for funding for the Waverly Activity	Chip Umstot
	Center for their roof	
	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 before 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

Wood County Commission Meeting Held May 22, 2025

Please Print

1. PAU UMSTOT #
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Fwd: Inspection Report

1 message

Tracey Davis <tracey.davis@wacwv.org>

To: Paul Umstot <pumstot5089@gmail.com>, Stephanie Umstot <sumstot5088@gmail.com>, Wvff502@yahoo.com

Mon, May 19, 2025 at 8:48 AM

Here are things we need to get done from our insurance inspection.

Tracey Davis

Begin forwarded message:

From: Jason Swiger <jswiger@bb-ins.com>
Date: May 19, 2025 at 8:44:11 AM EDT
To: tracey.davis@wacwv.org

Subject: Inspection Report

Good Morning Tracey,

I wanted to reach out with the attached recommendations for the Waverly Activities Center. Please feel free to reach out in regard to these. We do need to give them a response with action plans or confirmation these items have been addressed within 30 days. Thank you!

Jason Swiger

Vice President BBIA

Office Phone: 304-375-4900

Office Fax: 304-375-5843 Cell Phone: 740-350-5843 jswiger@bb-ins.com

Recommended

1: Building 1: Please have roof inspected by a licensed contractor due to gaps in roof gravel.





2: Building 2: Please have plumbing inspected by licensed contractor due to rusting or corrosion.



3: Have Hood serviced and tagged.





Fwd: Inspection Report

2 message

Tracey Davis tracey.davis@wacwv.org
To: Paul Umstot sumstot5088@gmail.com, Wvff502@yahoo.com

Tue, May 20, 2025 at 10:42 AM

Tracey Davis

Begin forwarded message:

From: Jason Swiger <jswiger@bb-ins.com> Date: May 20, 2025 at 9:12:20 AM EDT To: Tracey Davis <tracey.davis@wacwv.org> Cc: Beth Bailey <bethbailey@bb-ins.com> Subject: RE: Inspection Report

Hello Tracey,

Below is the response from the Underwriter regarding the recommendations. We do need photos showing the plumbing fixtures replaced that are rusted. Outside of that we will just need to check back in upon renewal for the status of the roof. They will allow us to bind the renewal but they will require proof the roofing has been replaced within 60 days of that. At minimum, if the funds for total replacement have not been raised, we would want to be able to show how much has been raised and if temp repairs have been made since the inspection. I can't promise anything less than a complete replacement would be acceptable, but it may help in getting some concessions from the carrier regarding them extending the time frame. Please reach out with any guestions.

"Thank you for the update and your help with this one, much appreciated. Please send confirmation when the plumbing is replaced.

For the roof, you advise it will be fixed by the end of summer or sooner. That will bring us past the 8/1/25 renewal date. For the 25-26 renewal if quoted and bound there we will add a subjectivity to the roof being completed within 60 days of binding.

We start working on renewals about 30 days prior to renewal date. We will quote using the expiring operations. If there have been any changes please let me know prior to renewal."

Jason Swiger

Vice President BBIA

Office Phone: 304-375-4900
Office Fax: 304-375-5843
Cell Phone: 740-350-5843
jswiger@bb-ins.com



Visit our website at BB-Ins.com



From: Tracey Davis < tracey.davis@wacwv.org>
Sent: Monday, May 19, 2025 1:27 PM
To: Jason Swiger < jswiger@bb-ins.com>
Subject: Re: Inspection Report

Jason.

Attached is the tag where the hood was inspected on Oct of 2024 and is not due again until this October.

Also, attached is the estimate for the roof. We are meeting with the county commissioner on Thursday as well as having a dinner fundraiser on Thursday (it would be great if we could get some people from your office to come and support us). Our plans are to have it fixed by the end of summer if not sooner.

The rust on the bathroom pipe will be replaced within 30 days.

Is there anything else you need?

On 5/19/2025 1:06 PM, Jason Swiger wrote:

I spoke with Chip on the items needed. I think we should send a copy of the roofing estimates, how much has been raised so far and the info regarding the Wood County commission meeting coming up soon.

Chip said the Hood was already inspected, just send over a pic of the currently dated tag.

The plumbing looked to be in a bathroom. Chip said those were already being worked on to bring ADA compliant. Send over the dates that would be finished. But mainly having what looked to be old galvanized fittings that are rusting replaced.

Those items should be sufficient.

Jason Swiger

Vice President BBIA

Office Phone: 304-375-4900 Office Fax: 304-375-5843 Cell Phone: 740-350-5843 jswiger@bb-ins.com

<image001.jpg>

Visit our website at BB-Ins.com

<image002.png>

From: Tracey Davis < tracey.davis@wacwv.org>
Sent: Monday, May 19, 2025 8:48 AM
To: Jason Swiger < jswiger@bb-ins.com>

Subject: Re: Inspection Report

Ok. The roof as been inspected and thus why we are having a fundraiser to get it replaced. What info do you need for that?

I will have the other 2 things inspected.

Tracey Davis

On May 19, 2025, at 8:44 AM, Jason Swiger <jswiger@bb-ins.com> wrote:

Good Morning Tracey,

I wanted to reach out with the attached recommendations for the Waverly Activities Center. Please feel free to reach out in regard to these. We do need to give them a response with action plans or confirmation these items have been addressed within 30 days. Thank you!

Jason Swiger

Office Phone: 304-375-4900

jswiger@bb-ins.com

<image001.jpg>

Visit our website at BB-Ins.com

<image002.png>

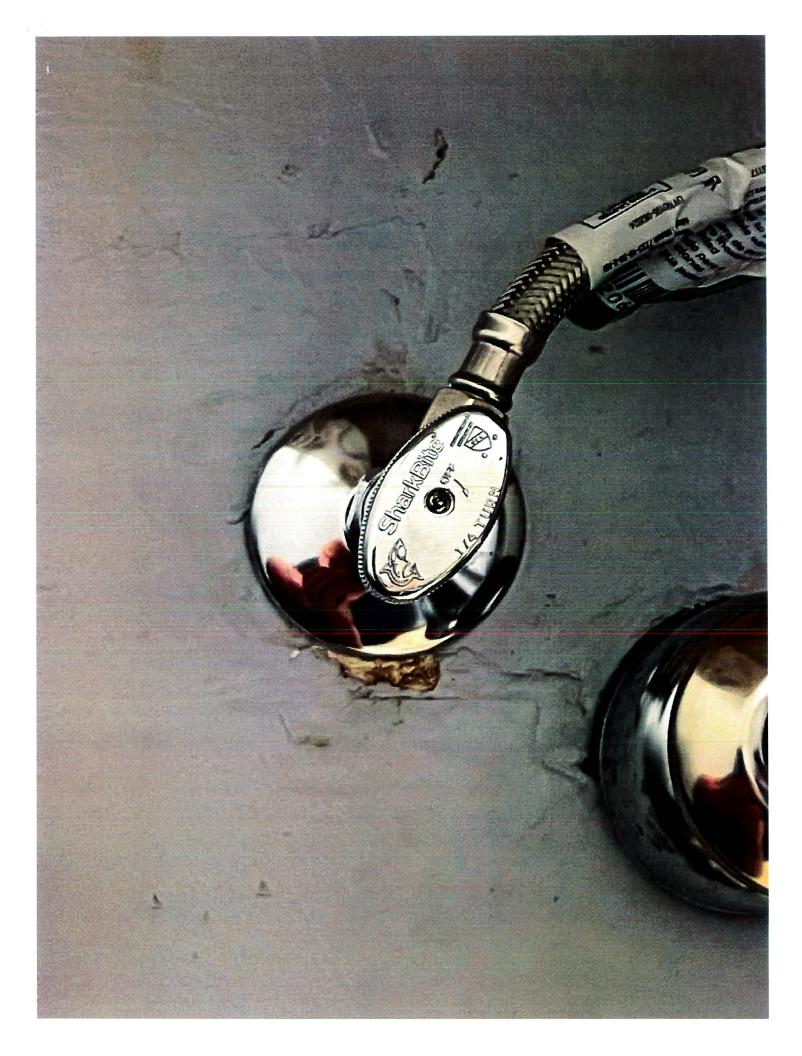
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<2AA411710 Recommendations.doc>

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Tracey Davis ctracey.davis@wacwv.org>
To: Paul Umstot <pumstot5089@gmail.com>, Stephanie Umstot <sumstot5088@gmail.com>, Wvff502@yahoo.com



Here is the new plumbing

New drains New p-traps Water shut off vowels Supply lines

Tracey Davis

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Tracey Davis

Begin forwarded message:

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To: Tracey Davis <tracey.davis@wacwv.org>
C: Beth Bailey < bethaleley@bb-ins.com>
Subject: RE: Inspection Report

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"Thank you for the update and your help with this one, much appreciated. Please send confirmation when the plumbing is replaced.

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Jason Swiger

Vice President BBIA

Office Phone: 304-375-4900 Office Fax: 304-375-5843 Cell Phone: 740-350-5843

jswiger@bb-ins.com

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CONTRACTORS FOR:

ROOFING INDUSTRIAL SHEETING SHEET METAL FABRICATION AND ERECTION **HEATING & AIR CONDITIONING SYSTEMS** & SERVICE

ROOFING & SHEET METAL COMPANY

PO BOX 1949 PARKERSBURG, WV 26102 - SHIPPING: 101 SOUTH MEADVILLE ROAD, DAVISVILLE, WV 26142 PHONE (304) 485-6593 • FAX (304) 485-2841 • CONTRACTOR LICENSE #WV004542 E-Mail:parkersburg@tri-stateservice.com Website: www.tri-stateservicegroup.com

To: Waverly Activity Center 422 Virginia Street

Date: April 21st, 2025

Waverly, WV 26184

Activity Center Roof Recover

Attn: Mr. Paul E. Umstot II

Via Email: pumstot5089@gmail.com

NOTE: This proposal does not include the recovering of the flat EPDM membrane area of the roof. The existing gutters and downspouts will remain. Proposal includes 10% polyiso insulation to be replaced. Anything more than 10% will be billed on a time and materials basis.

DESCRIPTION OF WORK TO BE PERFORMED:

- Remove roof ballast and EPDM membrane from roof.
- Affected wet areas of roof will be replaced with 3" polyiso insulation.
- Loose lay new .060 EPDM membrane to insulation.
- Properly flash all curbs and penetrations to manufacturer's specifications.
- Replace existing roof ballast cover.
- Fabricate and install .040 mill finished aluminum gravel stop along perimeter.
- Remove and dispose of any debris generated by our work.

TOTAL PRICE:

ADD COST FOR TWENTY YEAR ROOFING MANUFACTURER'S WARRANTY......\$1,500.00

*In the event the price of any materials, products, labor, or freight to be used in this work should increase 5% or greater from the price at which the material/product, labor, or freight was available to the contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost.

ACCEPTED:

Firm/Owner:	TRI-STATE ROOFING & SHEET METAL COMPANY
Зу:	By: Carter Stone
Title:	Title: Estimator
Date:	Date: April 21, 2025

The terms and conditions set forth on the reverse side are a part of this proposal and contract. This Proposal is subject to revision or withdrawal by Tri-State until communication of acceptance and may be revised after communication of acceptance where an inadvertent error by Tri-State has occurred. This Proposal expires thirty (30) days after the date stated above, unless Tri-State Roofing & Sheet Metal Company expressly agrees to an extension in

(See reverse side for terms and conditions)

TERMS & CONDITIONS

- 1. Acceptance. This Proposal and the plans, specifications and such other documents, if any, as are referenced on the face of this Proposal shall constitute the entire agreement between the parties. If acceptance of this Proposal is conditioned upon any additional or inconsistent terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document A201, General Conditions of the Contract for Construction 2007 edition,
- A Nature of Work. Tri-State Roofing & Sheet Metal Company ("Tri-State") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Tri-State does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to provide a proper design, which complies with applicable building code requirements, is consistent with desired fire and wind uplift resistance ratings, and includes a determination of the whole the med whether the of the work of the contract of determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tri-State, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tri-State is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such damage results from a deviation by Tri-State from what is specified. Tri-State is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof
- drains, deck deflection or existing deck conditions.

 3. <u>Drainage.</u> Roof drainage, including secondary drainage, should be evaluated, design specified by a qualified mechanical engineer for compliance with current plumbing and other applicable codes and site conditions. Tri-State does not evaluate or design roof drainage, including the number, size and spacing of roof drains, and is not responsible for the adequacy of roof drainage and the consequences of inadequate roof drainage. Because retrofit drains of root drainage and the consequences of inadequate root drainage. Because retroit drains reduce capacity of existing roof drainage, IT-f-State does not recommend use of retrofit drains and is not responsible for the consequences of an owner's or design professional's decision to have Tri-State install retrofit drains. Tri-State is not responsible for damages resulting from clogged drains, scuppers and downspouts. The owner should regularly inspect all roof drains, scuppers (both primary and secondary) and downspouts to determine that drainage is not
- impeded.

 4. <u>Deck Conditions.</u> Customer warrants that structures on which Tri-State is to work are in sound condition and capable of withstanding roof construction, equipment and operations and will not adversely affect the roofing materials or performance of the roof. Tri-State is not responsible for adhesion to concrete decks or the effects on the roofing materials of residual moisture in concrete decks. Tri-State is not responsible to test or assess moisture content of the deck or substrate and for water intrusion while the deck is drying and advises that admixtures are not effective in preventing moisture or vapor migration from adversely affecting roofing materials. Tri-State's commencement of roof installation indicates only that Tri-State has visually inspected the surface of the deck for visible defects or deficiencies. Tri-State is not responsible for the quality of construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades' work or design.
- 5. Asbestos and Toxic Materials. This proposal is based on Tri-State's not coming into contact with asbestos-containing or toxic materials. Tri-State is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Tri-State shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tri-State from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.
- arising out of the presence of aspectos or toxic materials at the work site.

 6. Mold. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tri-State if Owner believes there are roof leaks. Tri-State is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tri-State from claims due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold or deterioration of Air Quality.
- 7. Payment. Payment by credit card is not permitted, unless agreed to by Tri-State. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of
- additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tri-State by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tri-State shall be entitled to recover from Customer all costs of collection incurred by Tri-State, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tri-State's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global ("FMC"), including wind uplift testing.

 8. Insurance.

 7. Tri-State shall carry worker's compensation, automobile and commercial general liability and such other insurance a required by Jaw. Tri-State will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and materials furnished by Tri-State, covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Tri-State shall not be withheld by reason of any damage or claim against Tri-State covered by liability or property damage insurance. If Customer requires and Tri-State agrees to name Customer or others as additional insureds on Tri-State's liability insurance policy, Customer and Tri-State agree that the naming of
- IT Customer requires and 111-state agrees to name Customer or orders as additional insureds on Tri-State's liability insurance policy, Customer and Tri-State agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tri-State and is not intended to make Tri-State's insurer liable for claims that are due to the fault of the
- additional insured.

 9. Working Conditions. Tri-State shall not be charged for reasonable use of job utilities and services, watchmen and security, sanitary facilities, temporary structures, or general office expense or other prorated expenses of any description.

 10. Interior Protection. Tri-State is not responsible for damage caused by the elements or debris that may fall into the building during the course of the work, including leakage due to the condition of the existing roof, drainage deficiencies or water entry through other parts of the building. Tri-State is not liable for special, incidental or consequential damages. Customer acknowledges that re-roofing of an existing building or substantial repairs may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof to minimize potential interior damage and to provide written notice of locations of hi-tech equipment or machinery or sensitive operations located directly underneath areas to be re-roofed or repaired and take steps necessary to protect such equipment or machinery during re-roofing. Tri-State shall not be responsible for disturbance, interruption, clean up, loss of revenue or loss to interior property including gym floors and technical equipment or machinery that Customer shall notly occupants and tenants of roofing ownk and the need to provide protection underneath areas being re-roofed. prior to commencement of roofing operations. Customer shall notify occupants and tenants of roofing work and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tri-State harmless from claims of tenants and occupants who were not so notified and did not provide protection. If there is interior damage due to water entry or debris that falls into the building for which the Customer contends Tri-State may be responsible, Tri-State shall be given prompt written notice by Customer and the opportunity to take needed remedial action without prejudice to Tri-State's or Customer's rights or contentions as to liability or responsibility for the costs incurred. Tri-State will not be liable for remedial expenses if Tri-State was not afforded the opportunity to perform the remedial expenses if Tri-State was not afforded the opportunity to perform the remedial expenses if Tri-State was not afforded the opportunity to perform the remedial over. Customer shall maintain builder's risk and property insurance which shall be used to cover such claims and losses. Tri-State and Customer waive rights of subrogation for claims covered under builder's risk and property insurance.

 11. Roof Projections. Tri-State will flash all projections through roofing that are shown on the architectural plans provided to Tri-State and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Tri-State not shown on the plans provided to Tri-State prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tri-State shall be compensated at its

- ustomary time and material rates for performing such additional work.
- 12. <u>Backcharges.</u> No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tri-State shall be valid unless previously authorized in writing by Tri-State and unless written notice is given to Tri-State within ten (10) days of the event, act or omission which is the basis of the backcharge.
- 13. <u>Availability of Site.</u> Tri-State shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tri-State shall not be required to begin work until underlying areas are ready and acceptable to receive Tri-State's work and sufficient areas of roof deck are clear and available for continuous full operation until job completion. The expense of any extra trips by Tri-State to and from the job as a result of the job not being ready for the Work after Tri-State has been
- from the job as a result of the job not being ready for the Work after Tri-State has been notified to proceed will be charged as an extra.

 14. Safety. Owner warrants there will be no live power lines on or near the roof servicing the building where Tri-State will-be working and that Owner-will turn off any such power supplies to avoid an electrocution risk to Tri-State's employees. Tri-State's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Tri-State will be installing the new roof. Owner will indemnify Tri-State from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tri-State's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tri-State is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing requency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tri-State and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tri-State is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tri-State harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof. Tri-State is not responsible for and shall be compensated for additional costs incurred due to the existence of utilities, damaged or wet insulation, deteriorated deck or other subsurface or latent conditions not disclosed in writing
- insulation, determined deck or other substitute of index conditions and unclosed in writing to Tri-State and specifically referenced on the face of this proposal.

 15. Mechanic's Lien and Payment Bond. Tri-State shall be entitled to file a lien if payment to Tri-State is not made. If a payment bond is issued, a copy of payment bond shall be furnished
- ITI-State is not made. It a payment sond is issued, a copy of payment sond small be intrinsicut to Tri-State upon request.

 16. Warranty. Tri-State's work will be warranted by Tri-State in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tri-State's standard warranty is attached or, if not, will be furnished upon request. Tri-State is not liable for special, incidental or consequential damages. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tri-State.

 A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is
- called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. If solar panels or green roofing materials are installed on the roof, Customer will be responsible for deconstructing or removing such panels or materials at customer's expense to allow Tri-State to perform roofing work or nd to warranty requests.
- respond to warranty requests.

 17. Wind Loads or Uplift Pressures. Tri-State relies upon the Design Professional to specify appropriate materials and components including deck construction to obtain the required or desired wind uplift rating. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Tri-State will install insulation and membrane materials that have been listed either by FMG, the membrane manufacturer or others as having been tested and found to meet the designated load or rating. Tri-State itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

 18. Right to Stop Work. The failure of Customer to make proper payment to Tri-State when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tri-State, at its discretion, to suspend all work and shipments, including furnishing f
- entitle Tri-State, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tri-State shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tri-State shall be increased by the amount of Tri-
- suspended, and the contract sum to be paid Tri-State shall be increased by the amount of Tri-State's reasonable costs of shut-down, delay and start-up.

 19. <u>Damages and Delays.</u> Tri-State is not responsible for damage done to Tri-State's work by others. Any repairing of the same by Tri-State will be charged as an extra. Tri-State will not be responsible for roof damage or impaired performance or diminished roof life expectancy due to installation of solar equipment or green roofing materials, whether such damage occurs during or after installation Tri-State shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tri-State. Tri-State shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tri-State's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

 20. <u>Tolerances.</u> All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size,
- 20. <u>Tolerances</u>. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the
- 21. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, appear ance of me paners win vary depending in nature such as paner neight and coing andy, andy, aguage, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Tri-State. Tri-State is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to
- Tri-State is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

 22. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tri-State. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tri-State harmless from claims from third parties relating to fumes and odors that are emitted during the normal troofing process. the normal roofing process
- the normal roofing process.

 23. <u>Dispute Resolution</u>. If a dispute shall arise between Tri-State and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tri-State, including a claim alleging any breach of this contract or negligence by Tri-State must be initiated no later than two (2) years after Tri-State performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Tri-State.

 24. Material References. Tri-State is not responsible for the actual verification of technical
- through higation or arbitration at the discretion of the Iri-State.

 24. <u>Material References</u>. Tri-State is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

 25. Tri-State shall have the benefit of all rights, remedies and redress against the Contractor, which the Contractor has against the Owner, as provided in the Prime Contract. Acceptance of payment shall not constitute a waiver of Tri-State's rights.



COMMERCIAL ROOFING, INC.

A NATIONAL ROOFING COMPANY SERVING ALL OF YOUR ROOFING NEEDS 1119 S STATE RD 3, HARTFORD CITY, IN 47348

Florida # CCC 1327192 ILLINOIS # 104015080

PHONE: 1-888-288-8631

FAX: 765-347-8118

http://www.fivestarroof.com







ISNetworld®

MEMBER CONTRACTOR

ROOFING PROPOSAL

WAVERLY ACTIVITY CENTER
422 VIRGINIA ST
WAVERLY , WV 26184

ATTN: CHIP

PUMSTOT5089@GMAIL.COM

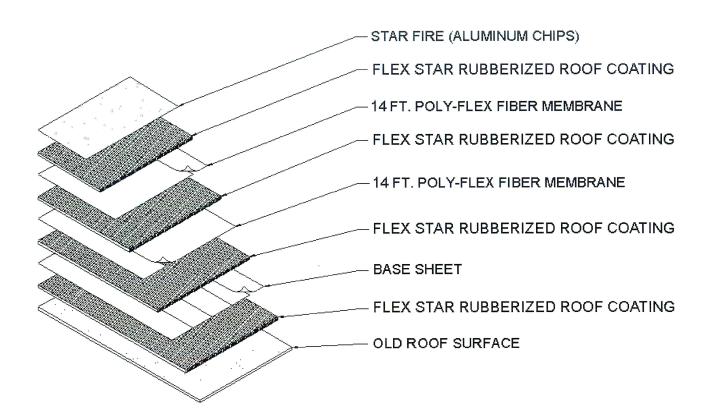
QUALITY SEAMLESS ROOFING

SCOPE:

- 1. Examine current roof surface, to determine age and condition of existing roofing material and any problem areas.
- 2. Compile accurate information for a complete evaluation and presentation to building owner or facility manager.
- 3. Prepare a repair or replacement proposal including examination results, photographs, roof system options and costs.

20 YEAR ROOFING SYSTEM

ROOF SYSTEM FOR FLAT ROOFS



FLAT TWO PLY CHIP TEAR OFF ROOFING SYSTEM

Tear off old roof.

Apply first layer of Flex Star Rubberized Roof Coating.

Install a layer of base sheet over Starbond.

Apply second layer of Flex Star Rubberized Roof Coating.

Install first layer of Poly-Flex fiber Membrane staggering seams.

Apply third layer of Flex Star Rubberized Roof Coating.

Install second layer of Poly-Flex fiber Membrane staggering seams.

Flash all protrusions through roof, i.e.: vents, drains, HVAC units, etc.

Apply fourth layer of Flex Star Rubberized Roof Coating.

Apply cover layer of Starfire Aluminum Chips.

WARRANTY:

FLAT TWO PLY CHIP

20 YEARS

PRICE:

We propose to provide all labor, tools, materials and equipment to re-roof the area at the above location for the sum of:

ROOF 1	7,700 SQ FT	
FLAT TWO PLY CHIP	\$56,595.00	

ABOVE PRICE INCLUDES REMOVING RUBBER AND REMOVING BALLAST AND FASTENING DOWN EXISTING INSULATION

ROOF 2	4,000 SQ FT
FLAT TWO PLY CHIP	\$29,400.00

ABOVE PRICE INCLUDES REMOVING RUBBER AND REMOVING BALLAST AND FASTENING DOWN EXISTING INSULATION

ROOF	3			2,000 SQ FT
FLAT	TWO	PLY	CHIP	\$12,800.00

ABOVE PRICE INCLUDES REMOVING OLD RUBBER

ROOFS 1,2, & 3	13,700 SQ FT	DISCOUNTED PRICE:	
FLAT TWO PLY CHIP	\$98,795.00	\$79,000.00	

TERMS:

CHIP: 50% down upon execution of contract. Balance due upon completion of work described above.

NOTES:

- 1. Contractor provides General Liability and Workers Compensation Insurance. Contractor will obtain permits if needed at the expense of the customer.
- 2. Removal and closure of disused penetration, and replacement of any deteriorated decking or saturated insulation to be billed separately on a per square foot basis. To be determined upon necessity at time that work is performed.
- 3. Warranties listed cover material and come with a three year labor warranty.
- 4. Customer to supply dumpster if necessary for roofing debris.
- 5. Sunburst Aluminum Roof Coating to be applied after minimum curing time of 60 days if coating option was selected. Balance due upon completion of black system less a ten percent retainer held for Aluminum Coating. Please note this only applies for the Coat or Fibered Coat option, not the Black or Chip options.
- 6. It is the customer's responsibility to move items away from the outside perimeter of the building during application. The contractor shall not be held liable for any over-spray on items not moved.

FIVE STAR COMMERCIAL ROOFING WILL MEET OR BEAT ANY REPUTABLE ROOFING COMPANIES BID.

FIVE STAR COMMERCIAL ROOFING, INC.

JOSH RANES

BY:

TITLE:	SALES
DATE:	3/14/2025
COMPANY:	WAVERLY ACTIVITY CENTER
PRICE:	
WARRANTY:	
ACCEPTED BY:	
TITLE:	
DATE:	



COMMERCIAL ROOFING SYSTEMS, INC.

NATIONAL SATISFIED CUSTOMER LIST

FIVE STAR ROOFING HAS BEEN IN BUSINESS SINCE 2002 AND HAS DONE THOUSANDS OF JOBS ALL OVER THE UNITED STATES. FIVE STAR SPECIALIZES IN RE-ROOFING FLAT AND METAL ROOFS. FIVE STAR ROOFING HAS THE BEST SOLUTION TO ANY ROOFING NEEDS YOUR COMPANY MAY HAVE. LISTED BELOW ARE JUST A FEW OF OUR SATISFIED CUSTOMERS.

FED EX CALGON CARBON

UPS HARDEES

R AND L CARRIERS MARATHON ASHLAND

CATERPILLAR SUNOCO REFINERY

CHAMPION SPARKPLUG MASTERGUARD

FEDERAL MOGUL CASEY'S

GENERAL ELECTRIC WABASH STEEL

SCHNEIDER INTERNATIONAL TGI FRIDAYS

CONWAY TRUCKING (CCX) PIONEER

RP LUMBER SEALMASTER

MCDONALDS COMMADORE HOMES

ARBYS DUTCHMEN MOBILE HOMES

BURGER KING HOLIDAY INN

ALLIED WASTE WHITE CASTLE

EVANSTON INSURANCE COMPANY

State Transaction Code:



COMMON POLICY DECLARATIONS

POLICY NUMBER: 2	AA411710		RENEW	AL OF POLICY: NEW		
Named Insured and M Waverly Activity Cente 422 Virginia Street Waverly, WV 26184	er				n	cancellation ot allowed
BUSINESS DESCRIP			A.M. Standard	Time at your mailing address	ss sh	own above.
		FORM (OF BUSINE			
Individual Limited Liability C		☐ Joint Ven ☑ Other Org			Corpc	pration
POLICY.	AGREE WITH	YOU TO PRO	OVIDE THE	D SUBJECT TO ALL T INSURANCE AS STA	ΓED	IN THIS
THIS POLICY CON	INDICATED. TH	ILLOWING CO IIS PREMIUM I	VERAGE PAI VIAY BE SUB	RT(S), BUT ONLY FOR WH JECT TO ADJUSTMENT.	ICH A	A PREMIUM IS
Commercial Prope	erty Coverage Part				\$	6,598.00
Commercial Gener	ral Liability Coveraç	ge Part	This pol	cy is subject to	\$	4,975.00
Commercial Inland	•		•	. Additional	\$	Not Covered
Commercial Ocear	ո Marine Coverage	Part	premium	is generated as	\$	Not Covered
Commercial Profes				of audit are due	\$	Not Covered
Commercial Autom		erage Part		ayable when	\$	Not Covered
Liquor Liability Cov	-			billed.	\$	Not Covered
Crime Coverage Pa				Miliou.	\$	Not Covered
Other Coverages:	Terrorism - Certifi	ied Acts			\$	Excluded
· · · · · · · · · · · · · · · · · · ·					\$	
				Premium Total	\$	11,573.00
Other Charges:	Taxes and Fees -	See MDIL 100	2		\$	840.22
					\$	
					\$	
				GRAND TOTAL	\$	12,413.22
THIS COMPANY IS NO VIRGINIA INSURANCE	T LICENSED TO I	DO BUSINESS	IN WEST VIF	RGINIA, AND IS NOT SUBJE	ECT	
Producer Number, Nan	ne and Mailing Ad	Idress				
210217				State Surplus Lines Li	cens	e#
Bloss & Dillard, Inc.						-
1925 Adams Avenue				Inspection Order	ed. V	As No I

MDIL 1000 08 11

Check No 9157	Vendor Id ITECH	Vendor Name ITECH	Type REGULAR	Check Date 05/20/2025	Check Amount 327.00	Rec
9158	OPTIMUMB	OPTIMUM BUSINESS	REGULAR	05/20/2025	904.55	
9159	TIANO	TIANO-KNOPP ASSOCIATES INC	REGULAR	05/20/2025	416.67	
9160	TRACKGROUP	TRACK GROUP	REGULAR	05/20/2025	456.50	
9161	TYLER	TYLER MOUNTAIN WATER CO	REGULAR	05/20/2025	9.95	
		COMM.CRIMINAL JUSTICE	FUND Bank Id	172 Totals	2,114.67	
			Re	port Totals	280,946.84	





1	Citeck No 9276	Vendor Id AAP	Vendor Name ADVANCE AUTO PARTS	Type REGULAR	Check Date 05/20/2025	Check Amount 464,62	Rec
	9277	CINTAS	CINTAS CORPORATION	REGULAR	05/20/2025	193.68	
	9278	FRONTIER	FRONTIER	REGULAR	05/20/2025	227.58	
	9279	INTUITIVE DATA	INTUITIVE DATA & TECHNOLOGY PRODUCTS	REGULAR	05/20/2025	2,080.00	
	9280	JANI-SOUR	JANI-SOURCE	REGULAR	05/20/2025	65.31	
	9281	LAMP	LAMP PESTPROOF	REGULAR	05/20/2025	175.00	
	9282	NOLANS	NOLAN'S SERVICES LLC	REGULAR	05/20/2025	1,575.00	
			E-9	11 FUND Bank Id	I 107 Totals	4,781.19	



GII	eck No 4082	Vendor Id BANKCARD	Vendor Name BANKCARD CENTER	Type REGULAR	Check Date 05/13/2025	Check Amount 3,166.71	Rec
	4083	FIRSTSTATEBAN	FIRST STATE BANK OF LIVINGSTON	REGULAR	05/14/2025	13,420.90	
Anna Anna Anna	4084	ATLANTIC ES	ATLANTIC EMERGENCY SOLUTIONS	REGULAR	05/20/2025	720.03	
happy a special control of	4085	BLAVOS	BLAVOS DIESEL REPAIR	REGULAR	05/20/2025	3,603.53	
}	4086	BOUND	BOUND TREE MEDICAL LLC	REGULAR	05/20/2025	578.44	
	4087	DOMINIONH	HOPE GAS INC.	REGULAR	05/20/2025	76.25	
	4088	LUBECKVFD	LUBECK VOLUNTEER FIRE DEPARTMENT	REGULAR	05/20/2025	47.37	
	4089	MESSERVICECO1	MES SERVICE COMPANY LLC	REGULAR	05/20/2025	3,899.00	
	4090	MILLER DO	MILLER DOOR INC	REGULAR	05/20/2025	1,275.00	
	4091	MOUNTAIN ST E	MOUNTAIN STATE ESC	REGULAR	05/20/2025	345.00	
Name and the sky designation of the state of	4092	MWVFD	MINERAL WELLS VFD	REGULAR	05/20/2025	914.89	
(4093	SECKMAN	SECKMAN PEST CONTROL	REGULAR	05/20/2025	185.00	
	4094	T&K	T&K AUTO PARTS & SERVICE, INC	REGULAR	05/20/2025	59,47	/
	4095	WEX	WEX BANK	REGULAR	05/20/2025	434.86	

FIRE SERVICE FEE Bank Id 120 Totals

Amaka & parage

28,726.45

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount Rec
5769	DENTAL	UNITED CONCORDIA COMPANIES. INC.	HAND	05/13/2025	867.02
5770	DENTAL	UNITED CONCORDIA COMPANIES. INC.	HAND	05/13/2025	889.46
5771	HEALTH	HIGHMARK WEST VIRGINIA	HAND	05/13/2025	10,900.31
5772	HEALTH	HIGHMARK WEST VIRGINIA	HAND	05/13/2025	13,488.39
5773	HEALTH	HIGHMARK WEST VIRGINIA	HAND	05/13/2025	11,310.16
5774	MOO	MUTUAL OF OMAHA	HAND	05/14/2025	8,030.47
5775	CHILD	CHILD SUPPORT ENF DIV	REGULAR	05/15/2025	587,58
5776	EMPOWER	EMPOWER RETIREMENT	REGULAR	05/15/2025	65.00
5777	IRS-PAY	DEPARTMENT OF TREASURY	REGULAR	05/15/2025	102,428.61
5778	NRS	NATIONWIDE RETIREMENT SOLUTIONS	REGULAR	05/15/2025	1,719.00
179928	UNITED BANK	UNITED BANKCARD CENTER	REGULAR	05/13/2025	14,943.65
179929	BOSOLIND	BOSO LINDSEY A	REGULAR	05/20/2025	903.54
179930	CAPITOL CITY	LAUREN BELISLE	REGULAR	05/20/2025	152.00
179931	CUSTOMIMAGES	CUSTOM IMAGES, LLC	REGULAR	05/20/2025	6,735.26
179932	CWS	CWS	REGULAR	05/20/2025	231.99
179933	EVENT DESIGNS	EVENT DESIGNS RENTALS & PRODUCTIONS. LLC	REGULAR	05/20/2025	5,700.44
179934	FAM CARPE	FAMILY CARPET OUTLET	REGULAR	05/20/2025	132.00
179935	FUEL MASTER	FUEL MASTER	REGULAR	05/20/2025	1,823.50
179936	GLACIER	GLACIER MOUNTAIN BOTTLED WATER	REGULAR	05/20/2025	47,10
179937	GOODYEAR	GOODYEAR AUTO SERVICE CENTER	REGULAR	05/20/2023	3,075.76
179938	GRAINGER	GRAINGER	REGULAR	05/20/2025	1,745,04
179939	LAMP	LAMP PESTPROOF	REGULAR	05/20/2025	230.00
179940	LAWRENTZ STAC	STACI LAWRENTZ	REGULAR	05/20/2025	147.25
179941	LEXIS	RELX INC. DBA LEXISNEXIS	REGULAR	05/20/2025	616.32
179942	MID-OHIOVRA	MID-OHIO VALLEY REGIONAL AIRPORT	REGULAR	05/20/2025	425.00

9	ieck No 179943	Vendor Id NOLANS	Vendor Name NOLAN'S SERVICES LLC	Type REGULAR	Check Date 05/20/2025	Check Amount 10,148.00	Rec
	179944	PEACSOLUTIONS	MARLIN LEASING CORPORATION	REGULAR	05/20/2025	679.51	
	179945	PULLIN	PULLIN FOWLER FLANAGAN BROWN POE PLLC	REGULAR	05/20/2025	55.00	V,
	179946	RIDGCELE	RIDGWAY CELESTE A.	REGULAR	05/20/2025	157.20	`
	179947	RUNYON	RUNYON LOCK SERVICE	REGULAR	05/20/2025	91.00	
	179948	SHIRT	SHIRT FACTORY	REGULAR	05/20/2025	120.00	
	179949	STATE ELE	STATE ELECTRIC SUPPLY CO	REGULAR	05/20/2025	93.40	
	179950	STATE TAX	STATE TAX DEPARTMENT PROPERTY TAX DIV	REGULAR	05/20/2025	29,831.78	
	179951	USBANKEQUIP	US BANK EQUIPMENT FINANCE	REGULAR	05/20/2025	1,595.52	
	179952	WOLFE	WOLFE SAFETY & SUPPLY, INC.	REGULAR	05/20/2025	4157,27	
· • .	179953	WOOD CO R	WOOD COUNTY RECREATION COMMISSION	REGULAR	05/20/2025	15,000,00	
	179954	WVIAAI	WV CHAPTER INTERNATIONAL	REGULAR	05/20/2025	200.00	_
			GENERAL	FUND Bank Id	d 101 Totals	245,324.53	_

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Check No Vendor Id 8784 USBANK U.S. BANK REGULAR 05/12/2025

150.72

ASSESSOR'S VALUATION Bank Id 156 Totals

150.72



Check No 9152		Vendor Name U.S. BANK	Type REGULAR	Check Date 05/12/2025	Check Amount 775.59	Rec
9153	CITY OF RIPLEY	CITY OF RIPLEY	REGULAR	05/12/2025	96.95	
9154	EDWAJORU	EDWARDS JORUN K	REGULAR	05/12/2025	181,44	
9155	PHARCHEM	PHARMCHEM INC	REGULAR	05/12/2025	80.19	
9156	WOOD CO W	WOOD COUNTY WASTE	REGULAR	05/12/2025	187.41	
COMM.CRIMINAL JUSTICE FUND Bank Id 172 Totals					1,321.58	
			Re	port Totals	129,651.06	

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Check No 4073	Vendor Id ATLANTIC ES	Vendor Name ATLANTIC EMERGENCY SOLUTIONS	Type REGULAR	Check Date 05/12/2025	Check Amount 1,824.78	Rec
4074	BLAVOS	BLAVOS DIESEL REPAIR	REGULAR	05/12/2025	30.20	
4075	DOMINIONH	HOPE GAS INC.	REGULAR	05/12/2025	88.57	
4076	HAUL	HAUL AWAY TRASH LLC	REGULAR	05/12/2025	33.25	
4077	MARIETTAOFFIC	MARIETTA OFFICE SUPPLY	REGULAR	05/12/2025	216.26	
4078	MILLER CO	MILLER COMMUNICATIONS IN	REGULAR	05/12/2025	140.00	
4079	STERLING	STERLING SERVICE STORE	REGULAR	05/12/2025	4,000.00	
4080	STRYKER	STRYKER SALES, LLC.	REGULAR	05/12/2025	2,858.59	
4081	WVFD	WILLIAMSTOWN VFD	REGULAR	05/12/2025	472.50	
FIRE SERVICE FEE Bank Id 120 Totals					9,664.15	



Check No Vendor Id 3742 BIINCORP

Vendor Name **BI INCORPORATED**

REGULAR

05/12/2025

Check Amount

7,348.50

HOME CONFINEMENT Bank Id 108 Totals

7,348.50



Check No 9269	Vendor Id U S BANK	Vendor Name U.S. BANK	Type REGULAR	Check Date 05/12/2025	Check Amount 5,917.67	Rec
9270	DEAN'S	DEAN'S SCREENS INK	REGULAR	05/12/2025	676.00	
9271	FRONTIER	FRONTIER	REGULAR	05/12/2025	934.19	
9272	OPTIMUMB	OPTIMUM BUSINESS	REGULAR	05/12/2025	241.38	
9273	PACIFIC	PACIFIC INTERPRETERS	REGULAR	05/12/2025	52.65	
9274	SEGRA	SEGRA	REGULAR	05/12/2025	1,832,21	
9275	VERIZONW	VERIZON WIRELESS	REGULAR	05/12/2025	40,01	
			E-911 FUND Bank Id 107 Totals		9,694.11	



Check NoVendor IdVendor NameTypeCheck DateCheck AmountRec805HUMANE SOHUMANE SOCIETYREGULAR05/12/20253,333.33

DOG FUND Bank Id 103 Totals

3,333.33



Check No Vendor Id Vendor Name Type Check Date Check Amount Rec

GENERAL FUND Bank Id 101 Totals 98,138.67



Page 2 of 8

Check No		Vendor Name	Type	Check Date	Check Amount	Rec
179903	U S BANK	U.S. BANK	REGULAR	05/12/2025	17,761.73	
179904	10-42	10-42 TACTICAL	REGULAR	05/12/2025	5,190.82	
179905	AMERICANF	AMERICAN FLAGS & POLES	REGULAR	05/12/2025	575.00	
179906	BENCHMARK	BENCHMARK PROFESSIONAL SEMINARS, INC.	REGULAR	05/12/2025	100.00	
179907	CARAHSOFT	CARAHSOFT	REGULAR	05/12/2025	1,378.53	
179908	FIVE O	FIVE-O TRAINING	REGULAR	05/12/2025	50.00	
179909	FORE TIMB	FORE TIMBER COMPANY INC	REGULAR	05/12/2025	3,672.25	
179910	FRONTIER	FRONTIER	REGULAR	05/12/2025	2,792.06	
179911	HOME DEPOT	HOME DEPOT CREDIT SERVICES	REGULAR	05/12/2025	342.45	
179912	HUMANE SO	HUMANE SOCIETY	REGULAR	05/12/2025	19,250.00	
179913	INSIGHT	INSIGHT PUBLIC SECTOR INC	REGULAR	05/12/2025	7,223.95	
179914	KESTERSON	KESTERSON CLEANERS	REGULAR	05/12/2025	370.01	
179915	LOWES	LOWE'S COMPANIES, INC.	REGULAR	05/12/2025	1,329.56	
179916	MILLER CO	MILLER COMMUNICATIONS IN	REGULAR	05/12/2025	410.00	$\wedge / $
179917	MURRAY	MURRAY SHEET METAL	REGULAR	05/12/2025	3,890:00	1/1/1/1
179918	NOE OFFIC	NOE OFFICE EQUIPMENT	REGULAR	05/12/2025		
179919	P-LIBRARY	PARKERSBURG & WOOD COUNTY PUBLIC LIBRARY	REGULAR	05/12/2025	29,0144	
179920	ROCKYTOW	ROCKYS TOWING	REGULAR	05/12/2025	-80.000	
179921	SMITH JODI	JODI SMITH	REGULAR	05/12/2025	93.67	E Sonata
179922	STATE ELE	STATE ELECTRIC SUPPLY CO	REGULAR	05/12/2025	1,717.48	·
179923	TAYLOR'S D	TAYLOR'S DISPOSAL INC	REGULAR	05/12/2025	217.79	
179924	TIANO	TIANO-KNOPP ASSOCIATES INC	REGULAR	05/12/2025	1,000.00	
179925	TRANSUNION	TRANSUNION RISK AND ALTERNATIVE DATA	REGULAR	05/12/2025	165.40	
179926	VERIZONW	VERIZON WIRELESS	REGULAR	05/12/2025	742.45	
179927	WEX	WEX BANK	REGULAR	05/12/2025	546.84	