

COUNTY COMMISSION OF LEWIS COUNTY

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COMMISSIONERS:
Agnes Queen, President
Rod Wyman, Commissioner
Bobby Stewart, Commissioner

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, June 13, 2023**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

- 1. 10:00 AM** **Call Meeting to Order** (*action required*)
- 2. 10:05 AM** **John Breen, Lewis County Assessor**
RE: Exonerations, Consolidations, Apportionments
Draft copies will be available for review two business days prior to the meeting date. (*action required*)

APPOINTMENTS:

No Appointments Scheduled

CORRESPONDENCE & INFORMATION:

- 3. Upshur County Commission Meeting Agenda:** June 1, 2023 Upshur County Commission agenda is presented for review. The meeting for June 8, 2023 was canceled. (*information only*)
- 4. Assessor's Office Monitoring Summary for tax year 2023:** Exit Conference and review data included in packet. Positive review and remarks: (*information only*)
- 5. Sheriff's Monthly Financial Statement:** Lewis County Sheriff, David Gosa presents the May 2023, and Amended April 2023 Sheriff's Monthly Financial Statement for review. (*information only*)
- 6. Lewis Gilmer E-911 Monthly Report:** The May 2023 call report is presented for review. (*information only*)
- 7. State of West Virginia Division of Corrections & Rehabilitation:** The monthly Regional Jail invoice for May 2023 in the amount of \$59,009.75 is presented for review. The invoice amount for the previous month was \$50,855.50. The invoice amount for May 2022 was \$60,167.75. (*information only*)

8. **State Auditor Distribution of Public Utilities Tax and IRP Taxes:** The WV State Auditor's Office has remitted the April 24, 2023 to May 26, 2023 distribution of Public Utilities and IRP Truck Taxes in the amount of \$30,423.41. The general county portion is \$9,883.11. The total for the previous month was \$40,194.65.
9. **Letter from the State of West Virginia Department of Homeland Security Division of Administrative Services:** This letter is to supersede the budget reminder letter sent in October 2022. During the 2023 Regular Session of the Legislature, HB3552 was passed which altered the rate to include \$54.48 multiplied by each county's population as contained in the 2020 United States Census by .52. *(information only)*
10. **Board(s) and Committee(s) Reports:** Commission will give reports on any Board(s) or committee(s) meeting attended including: WV Association of Counties Executive Call, Broadband Telecommunications meeting, Lewis County Economic Development Authority, Anti-Harassment and Handbook Trainings, Lewis County Community Foundation Fund Advisory meeting, Lewis County First, Lewis Upshur Gateway Community, Lewis County Chamber of Commerce Job Fair, Ireland Community Neighborhood Watch, Sub Regional Drug Settlement Task Force, WV Association of Counties Board Meeting, Blueprint Meeting, Lewis County Convention and Visitors Bureau meeting, Region VI Workforce Meeting, SJMH 13th Annual Weston 5k Run & Wellness Walk, Ribbon Cutting for the Blueprint Story Boards, Weston Carp Festival, etc. *(information only)*

BUSINESS:

11. **Silling Architects Request for Price Adjustment:** The Lewis County Commission will consider a letter of request for a cost adjustment for Silling Architects based on additional costs required for the project. The new total is \$543,504.00. *(action required)*
12. **Signatures on Fiscal Year 2023 Real Estate and Personal Property Books:** The Lewis County Assessor's Office presents the Real Estate and Personal Property Books for approval. *(action required)*
13. **West Virginia State Auditor Final Fiscal Year 2023 Budget Revision:** The Lewis County Commission is asked to execute the final Fiscal Year 2023 State Budget Revision. *(action required)*
14. **Lewis Gilmer E911 Call Center:** The Lewis County Commission will consider the resignation of William Delander from the E-911 Call Center effective date of May 23, 2023. *(action required)*
15. **Lewis County Prosecutor, Christy Flannigan Request to Hire Employee:** Ms. Flannigan requests advice and consent per West Virginia Code §7-7-7 to hire Faith Messenger as Paralegal for a vacancy in the office. If approved, Ms. Messenger's first day of work will be June 15, 2023 *(action required)*
16. **Employee Transfer from the Lewis County Park to the Courthouse Maintenance:** The Commission will consider the transfer of Garry DeMoss back to the Courthouse Maintenance Department. If approved the transfer will be effective June 15, 2023. *(action required)*
17. **Lewis County Health Department Request for Funding:** The Lewis County Health Department will provide a letter of request for funding in the amount of \$30,000.00. *(action required)*
18. **Lewis County Health Department Construction Bid:** The Lewis County Health Department submits a bid from Snider Construction, LLC in the amount of \$54,900.00. The cost of items 2 and 3 will be covered under a grant bringing the total of the request to \$37,900. *(action required)*

- 19. Louis Bennett Public Library Board Reappointment:** The Library Board will submit a letter of request to reappoint Board Member Stephanie Westfall. Ms. Westfall's current term expires June 2023. If reappointed the term will expire June 2028. *(action required)*
- 20. Community Work Experience Program (CWEP) Contract:** The contract between CWEP, the West Virginia Department of Health and Human Resources and the Lewis County Commission is presented for consideration. *(action required)*
- 21. Right of Entry Agreement:** The Lewis County Commission will approve the Right of Entry Agreement between The Baker Company and the Lewis County Commission for Civil Environmental Consultants to conduct Phase I and Phase II Environmental Site Assessments of properties that have the potential to contribute to the economic revitalization of the county. *(action required)*
- 22. Opioid Nondisclosed Legal Documents:** WV Local Government Election and Release Forms. *(action required)*
- 23. Approval of Fiscal Year 2023 – 2024 Lewis Gilmer E911 Dispatch Agreements:** The Lewis County Commission is asked to consider approving the Fiscal Year 2024 Dispatch Agreements with the City of Weston and Gilmer County. This is for non-emergency calls. The fees have not changed from Fiscal Year 2023. *(action required)*
- 24. Time Sheets and Leave Requests:** Barbara Winans Annual Leave, Sherry Rogers Annual Leave, Rick Stout Annual Leave, Tina Helmick Time Sheet *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

- 25. Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 26. Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 27. Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 28. Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

ADJOURNMENT:

- 29. With no further action being required by the Lewis County Commission the meeting will be adjourned.** *(action required)*

LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.

- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given up to a ten (10) minute time allowance.
- Agenda items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

Additional Notices

11:15 AM	June 13, 2023	Work Session – Jeremy Posey, Combined Insurance
12:00 PM	June 13, 2023	Work Session – Citizens Bank of Weston
1:15 PM	June 13, 2023	Work Session – Will Drennen, Manpower
2:15 PM	June 13, 2023	Work Session – Lewis County Sheriff, David Gosa
3:15 PM	June 13, 2023	Work Session – Safe Sites and Structures

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535.

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.
- Date of Meeting: June 1, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• May 18, 2023
- 9:15 a.m. Beth Post, President of Fred Brooks Garden Club and Carolyn Patterson representing Star Gazers Garden Club – Presentation of National Garden Week (June 4th – June 10th) Proclamation.
- 9:45 a.m. Senators Bill Hamilton & Robert Karnes - Presentation of check in the amount of \$10,000.00 for the Upshur County Youth Camp Bridge project.
- 10:00 a.m. Presentation of award to James “Brody” McDaniels, student at Buckhannon-Upshur Middle School, for a Third Place Win in the 2023 County Commissioners’ Association of West Virginia’s Essay Contest for his submission of a 500-word essay on the topic “How My County Commission Makes My Life Better”.
- 1:00 p.m. Court Security Advisory Board Meeting

Items for Discussion / Action / Approval:

1. Approval and signature of Oath and Certificates for the personal property books and real land books. *
[Under separate cover](#)
2. Approval and signature of the FY 24 Victim of Crime Act (VOCA) Victim Assistance Grant Application, Standard Conditions and Assurances, and supporting documents for victim advocate services. *
[Pages 8-27](#)
3. Approval and signature of a Proposal for Financing provided by Country Roads Leasing, LLC and Resolution Authorizing the Execution and Delivery of a Master Lease Equipment Lease-Purchase Agreement, and Related Instruments, and Determining Other Matters in Connection Therewith. The tax-exempt lease-purchase financing for the acquisition of a 2023 Grand Cherokee Laredo and ancillary equipment will cost \$13,444.66 annually over a period of four years. *
[Pages 28-45](#)
4. Review and Signature of correspondence from Jonathan Vickers, Assistant Director, Chief Inspector’s Division of the WV State Auditor’s Office, confirming services to be provided to the Upshur County Commission for the fiscal year ended June 30, 2022. This is a revision to the previous agreement; however, the fee for the audit services remain \$38,100. *
[Pages 46-51](#)

5. Approval and signature of the Section 125 Flexible Benefit Plan Adoption Agreement by and between American Fidelity Assurance Company. * [Pages 52-85](#)

6. Consideration and signature of the Election and Release Form for West Virginia Participating Local Governments resolving opioid-related claims against Mylan Pharmaceuticals Inc., found within the Mylan Pharmaceuticals Inc. West Virginia State-Wide Opioid Settlement Agreement executed on May 22, 2023. * [Under separate cover](#)
Item may lead to Executive Session per WV Code §6-9A-4

7. Consideration and signature of the Election and Release Form for West Virginia Participating Local Governments resolving opioid-related claims against Amneal found within the Settlement Agreement executed on May 25, 2023. * [Under separate cover](#)
Item may lead to Executive Session per WV Code §6-9A-4

8. Approval of an Order to Appoint Shari Zalaznik as Trustee De Bonis Non for the John Porter Siron Jr. Trust for Shirley Lea Casto. * [Page 86](#)

9. Approval of an Order to Appoint Shari Zalaznik as Trustee De Bonis Non for the John Porter Siron Jr. Trust for Judy Marie Strader. * [Page 87](#)

10. Consider reappointment of Kessa Thorpe, as District 2 Republican Representative to the Upshur-Buckhannon Board of Health. Upon approval the term will be effective July 1, 2023 to June 30, 2028. * [Under separate cover](#)

11. Consider reappointment of Virgil D. LaRosa, as County Representative to the Buckhannon-Upshur Airport Authority. Upon approval the term will be effective July 1, 2023 to June 30, 2026. * [Under separate cover](#)

12. Consider reappointment of Todd Payne, as Farmer Representative, to the Upshur County Farmland Protection Board. The term will be effective July 1, 2023 to June 30, 2026. * [Under separate cover](#)

13. Consider Resignation of Employee. * [Under separate cover](#)
Item may lead to Executive Session per WV Code §6-9A-4 A

14. Consider an employment status change from full-time to part-time, for temporary training purposes. * [Under separate cover](#)
Item may lead to Executive Session per WV Code §6-9A-4 A

15. Correspondence from Kimbra Wachob, Assistant Director for the Upshur County Emergency Communications Center, requesting the employment of Beatrice Simmons as a full-time Emergency Telecommunicator for the Upshur County Emergency Communications Center, effective June 5, 2023. * [Under separate cover](#)
Item may lead to Executive Session per WV Code §6-9A-4 A

16. Correspondence from Sheriff J. Michael Coffman requesting the employment of Tyler A. Gordon as a full-time Deputy in the Upshur County Sheriff's Department, effective June 11, 2023. * [Under separate cover](#)
Item may lead to Executive Session per WV Code §6-9A-4 A

17. Correspondence from Sheriff J. Michael Coffman requesting the employment of Riley T. Lamb as a full-time Deputy in the Upshur County Sheriff's Department, effective June 12, 2023. *

18. Approval of Lewis-Upshur Animal Control Facility Volunteer, Trudy Crawford.* [Under separate cover](#)
19. Approve employment of additional Buckhannon-Upshur Recreational Park Staff, effective June 1, 2023.*
Item may lead to Executive Session per WV Code §6-9A-4 A [Under separate cover](#)
20. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Proclamation made by Governor Jim Justice on May 17, 2023 permitting public employees of this State to generally cease business the entire workday of Monday, June 19, 2023, in acknowledgement of the historical significance of Juneteenth, and the fact it is to be recognized as an official federal holiday. This proclamation further reads that public employees of this State may be excused from their work duties the entirety of the day without charge against accrued annual leave. In accordance with subsection (c), section one, article two, chapter two of the WV Code, County Commissions may treat the day as if it were a legal holiday, and the Courts may do the same. The Courthouse and Annex will be closed per the 2023 Calendar Year Legal Holiday Schedule.* [Pages 88-90](#)
2. Correspondence from Karen Buckley, Executive Secretary for the Public Service Commission of West Virginia, providing a copy of a Commission General Order No. 187.63 increasing the wireless enhanced 911 fee from \$3.51 to \$3.64 per month, per subscriber, effective July 1, 2023. [Pages 91-98](#)
3. Lewis-Upshur Animal Control Facility Reports for the month of April, 2023
 - Revenue Report [Page 99](#)
 - Account of Animals Report [Page 100](#)
 - Animal Control/Humane Officer Animal Report [Page 101](#)
4. Upshur County Sheriff's Financial Statement for period ending April 2023. [Pages 102-103](#)
5. Upshur County Mileage Reports – April, 2023
 - Addressing and Mapping [Page 104](#)
 - Community Corrections [Pages 105-106](#)
 - Dog Pound [Page 107](#)
 - Emergency Management [Page 108](#)
 - Maintenance [Pages 109-111](#)
 - Parks & Recreation [Page 112](#)
 - Sheriff [Page 113](#)
 - Upshur 911 [Page 114](#)
6. Public Notices:
 - a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- None

Meeting Minutes:

- James W. Curry Library Advisory Board March 24, 2023 Pages 117-119
- Upshur County Solid Waste Authority April 10, 2023 Page 120
- Upshur County Fire Board April 18, 2023 Page 121

Meetings: *Dates and times of monthly board meetings are viewable at:

<http://cms4.revize.com/revize/upshurwv/calendar.php>

or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.

7. Appointments Needed or Upcoming:

- Tennerton Public Service District - unexpired term July 31, 2023.

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or chughes@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda_and_minutes/index.php

Tabled Items

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

Next Regular Meeting of the Upshur County Commission

June 15, 2023 --- 9:00 a.m.

Upshur County Courthouse Annex

****The Commission Meeting scheduled for June 8, 2023 has been CANCELLED****

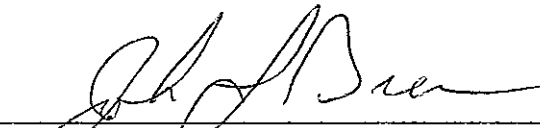
Exit Conference- TY23

Date: May 2023

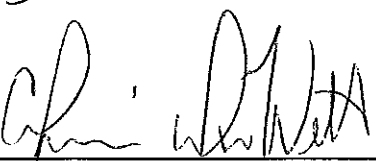
County: Lewis

Monitoring Summary

	<u>Satisfactory</u>	<u>Recommendations</u>	<u>N/A</u>
Mapping			
A. Design & Content	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Map Maintenance Up to Date	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Map Submission	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Estate			
A. Quality (Data Collection)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Procedures (Land Tables/Modifiers)			
1) Residential Land	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Commercial Land	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Ag Use Land	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential Modifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commercial Modifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Sales Validity (Sales Listing Form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Appraisal Uniformity (Sold vs. Unsold)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. On-Schedule (County Three Year Plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Appraisal Evaluation (Sales Ratio)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Assessor's Signature



Monitor's Signature

Exit Addendum

Lewis County data collection is acceptable for both residential and commercial properties. This review is based on 10 randomly selected parcels.

Lewis County has performed an in house quality check for their data collectors/appraisers and production logs are maintained.

The county modifier study was provided. It appears the county is moving their modifier based on the studies provided.

Land studies were provided on residential and commercial properties. It appears the county is succeeding in implementing values based on these studies.

Thirty random sales/transfers were selected to be checked. Only one discrepancy was found out of the 30 sales checked.

Valid sales were randomly selected, along with comparable properties, within the subject neighborhood. It appears market value is being achieved or moving towards market value and within state standards.

Lewis County is on schedule according to their county valuation plan timetable with real estate.

6. Valid Sales Review

A. Total number of samples: _____ 10
 B. Total Passed : _____ 10
 C. Total Recommendations: _____ 0
 D. Error Rate: _____ 0%

Comparable Property Review

<u>Subject</u>	<u>Sale Price</u>	<u>Comparable</u>	<u>Pass/Recommendation- Comments</u>
3-4-10	197,000	3-1-13,3-5-4 &38	Pass
3-6D-85.3	265,000	3-6D-84,3-3E-13.3,3-7C-68.2	Pass
4-11-14	220,000	4-11-2,15&16	Pass
4-7E-54.29	359,000	4-7E-54.5,54.9&54.12	Pass
6-8H-28	210,000	6-8H-29.4,6-8J-43,6-9K-21.1	Pass
6-9K-3.27	265,000	6-9K-3.11,1.23&3.12	Pass
7-11-18	156,000	7-11-12,16,19	Pass
9-4-91	130,000	7-14-62,8-2-173.1,8-1-74	Pass
9-9-0312	145,000	9-6-228,9-6-293&9-7-22	Pass
9-7-1941	136,000	9-9-313,9-9-230,&9-7-71	Pass

	Yes	No	N/A	Comments or W/P Reference
Mapping				
I. Has the county followed the mapping guidelines adopted by the "PVTPC"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
II. A. Design and content (readable)				
B. Is the map maintenance up to date?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
C. Has the county submitted current tax maps to the State Tax Dept?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
III. Real Estate Appraisals				
A. Are the data collectors and or appraisers following the visitation guidelines as established by the "PVTPC"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Is the quality of the data collection acceptable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Are notices being left at owner occupied properties when no one is home?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Have the individuals received the proper training in data collection procedures?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1. Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Has the county performed an in-house quality check of their data collector/appraiser?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Are production logs kept for data collectors and appraisers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Has a current county cost modifier and neighborhood modifier been developed for:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1. Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
H. Have the land tables been completed along with support documentation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1. Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Farm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
I. Does county have current neighborhood maps or listings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1. Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
J. Has the assessor correctly coded sales upon the CAMA system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1. Has the assessor entered all sales in excess of \$100 or more?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Has the assessor applied the proper validation codes on all sales entered on the CAMA system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
K. To achieve market value has the assessor adjusted:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1. All parcels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Sale parcel only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Yes No N/A Comments or W/P Reference

IV. Appraisal Status

A. Is the appraisal on schedule according to the timetable as outlined in the county valuation plan?

1. Real Property

2. Personal Property

B. If the county is behind schedule, have they formulated an alternate plan by which to appraisal may be completed on schedule?

V. Appraisal and Assessment Information

A. As reflected by the Property Tax Division's Appraised/Sales Ratio Study, is the median or aggregate ratio between 90% and 110%?

1. Residential

2. Commercial

3. Industrial

B. As reflected by the Property Tax Division's Appraised/Sales Ratio Study, is the "COD" less than 15% for:

1. Residential improved properties

Less than 20 for:

1. Residential vacant

2. Commercial

3. Industrial

C. Is the overall appraised to Sales Ratio Report evaluation acceptable?

VI. General

A. Have all assessor's personnel hired with monies from the valuation fund been approved by the "PVTPC" prior to hiring?

B. Have all personnel in the assessor's office whose responsibility it is to place values on property successfully completed the Basic Training Course?

Full Part Temp

C. How many personnel does the assessor have on his/her staff (both temporary and permanent) whose primary responsibility is:

1. Real Estate

3

2. Personal Property

3

3. Other

2

4. Total

8

Amended

Lewis County Financial Statement
Month Ending- April 2023

Lewis County
06/06/2023 @ 02:36:17 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,165,553.41	\$347,270.39	\$613,770.76	\$655,414.86	4,471,179.70
Coal Severence	52,630.22	\$13,344.14	\$0.00	\$0.00	65,974.36
General School	23,184.67	\$12,530.29	\$0.00	\$0.00	35,714.96
Magistrate Court	1,123.21	\$2,535.73	\$0.00	\$1,689.00	1,969.94
Worthless Check	18,424.38	\$267.75	\$0.00	\$0.00	18,692.13
Dog and Kennel	26,797.01	\$1,670.05	\$0.00	\$455.79	28,011.27
Home Detention	14,591.09	\$4,902.51	\$0.00	\$1,351.65	18,141.95
Emergency 911 Fund	3,722,964.58	\$179,181.20	\$0.00	\$103,730.29	3,798,415.49
Lewis County Aquatic Fund	563,153.99	\$1,296.02	\$0.00	\$0.00	564,450.01
Citizens Education	18,907.20	\$745.21	\$0.00	\$629.69	19,022.72
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$2,279.40	\$0.00	\$2,279.40	0.00
Sheriff Special Account-State	21,049.31	\$48.48	\$0.00	\$0.00	21,097.79
County Building	497,491.22	\$634.39	\$0.00	\$0.00	498,125.61
Board of Health	680,529.78	\$185,191.67	\$0.00	\$109,194.63	756,526.82
Tax Lien	261,925.45	\$0.00	\$0.00	\$0.00	261,925.45
Delinquent Nonentered	31,171.40	\$0.00	\$0.00	\$0.00	31,171.40
Concealed Weapons	47,618.06	\$641.77	\$0.00	\$25.00	48,234.83
Assessor Valuation	258,959.99	\$1,180.93	\$0.00	\$18,108.75	242,032.17
Voters Resistration	4,849.69	\$0.00	\$0.00	\$0.00	4,849.69
State Current	0.00	\$14.54	\$5,054.05	\$5,068.59	0.00
Criminal Charges	0.00	\$1,504.75	\$0.00	\$1,504.75	0.00
Court Reporter	0.00	\$114.00	\$0.00	\$114.00	0.00
State Police	0.00	\$500.00	\$0.00	\$500.00	0.00
Vehicle License - DMV	0.00	\$35,273.50	\$0.00	\$35,273.50	0.00
State Fines	0.00	\$990.00	\$0.00	\$990.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$0.00	0.00
WV Deputies Fund	644.00	\$606.50	\$0.00	\$639.50	611.00
General Current Expenses	0.00	\$13,595.12	\$816,315.44	\$829,910.56	0.00
Excess Levy	0.00	\$232,710.71	\$209,052.57	\$441,763.28	0.00
Weston Current	0.00	\$171.49	\$59,602.74	\$59,774.23	0.00
Jane Lew Current	0.00	\$19.13	\$6,649.94	\$6,669.07	0.00
COVID-19 PANDEMIC	0.00	\$0.00	\$0.00	\$0.00	0.00
LC Blueprint Community	46,878.99	\$0.00	\$0.00	\$0.00	46,878.99
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	\$0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Certified to State	\$0.00	\$235,125.78	\$0.00	\$0.00	\$235,125.78
ARPA - PILT	\$65,350.85	\$134.82	\$0.00	\$0.00	\$65,485.67
American Rescue Plan	\$2,827,043.09	\$6,506.07	\$0.00	\$0.00	2,833,549.16
Totals	\$13,350,842.30	\$1,311,960.11	\$1,710,445.50	\$2,306,060.31	\$14,067,187.60

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or-)

Total in county Depositories and Office

\$15,546,555.02

\$2,383,336.20

\$900,468.78

\$3,500.00

\$14,067,187.60

Bank Errors

Bank Errors

Bank Errors

Total

True Balance

\$14,067,187.60

I, D. Gosca, Sheriff of Lewis Co., West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co., West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

D. Gosca Lewis
Sheriff & Treasurer, County

Difference

6-6-2023

Dated and sworn to on this date.

Lewis County Financial Statement
Month Ending- May 2023

Lewis County
06/06/2023 @ 02:36:09 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,471,179.70	\$353,666.35	\$72,779.85	\$698,499.99	4,199,125.91
Coal Severence	65,974.36	\$178.95	\$0.00	\$0.00	66,153.31
General School	35,714.96	\$6,328.74	\$0.00	\$0.00	42,043.70
Magistrate Court	1,969.94	\$1,780.65	\$0.00	\$1,889.00	1,861.59
Worthless Check	18,692.13	\$50.70	\$0.00	\$0.00	18,742.83
Dog and Kennel	28,011.27	\$88.57	\$0.00	\$21,305.70	6,794.14
Home Detention	18,141.95	\$5,069.14	\$0.00	\$1,288.00	21,923.09
Emergency 911 Fund	3,798,415.49	\$190,567.07	\$0.00	\$97,185.29	3,891,797.27
Lewis County Aquatic Fund	564,450.01	\$1,516.96	\$0.00	\$7,750.00	558,216.97
Citizens Education	19,022.72	\$405.13	\$0.00	\$118.99	19,308.86
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$1,095.27	\$0.00	\$1,095.27	0.00
Sheriff Special Account-State	21,097.79	\$271.47	\$0.00	\$1,886.23	19,483.03
County Building	498,125.61	\$1,263.26	\$0.00	\$0.00	499,388.87
Board of Health	756,526.82	\$23,341.54	\$0.00	\$30,952.85	748,915.51
Tax Lien	261,925.45	\$14,656.15	\$0.00	\$114,089.19	162,492.41
Delinquent Nonentered	31,171.40	\$0.00	\$0.00	\$0.00	31,171.40
Concealed Weapons	48,234.83	\$754.97	\$0.00	\$25.00	48,964.80
Assessor Valuation	242,032.17	\$1,146.38	\$0.00	\$21,513.17	221,665.38
Voters Resistration	4,849.69	\$0.00	\$0.00	\$0.00	4,849.69
State Current	0.00	\$12.37	\$1,121.86	\$1,134.23	0.00
Criminal Charges	0.00	\$552.60	\$0.00	\$552.60	0.00
Court Reporter	0.00	\$130.00	\$0.00	\$130.00	0.00
State Police	0.00	\$850.00	\$0.00	\$850.00	0.00
Vehicle License - DMV	0.00	\$42,045.50	\$0.00	\$42,045.50	0.00
State Fines	0.00	\$640.00	\$0.00	\$640.00	0.00
Jury Fund	0.00	\$91.25	\$0.00	\$91.25	0.00
WV Deputies Fund	611.00	\$577.00	\$0.00	\$606.50	581.50
General Current Expenses	0.00	\$18,536.63	\$87,272.16	\$105,808.79	0.00
Excess Levy	0.00	\$9,935.19	\$46,421.55	\$56,356.74	0.00
Weston Current	0.00	\$87.11	\$7,897.80	\$7,984.91	0.00
Jane Lew Current	0.00	\$17.87	\$1,620.00	\$1,637.87	0.00
COVID-19 PANDEMIC	0.00	\$0.00	\$0.00	\$0.00	0.00
LC Blueprint Community	46,878.99	\$590.00	\$0.00	\$75.00	47,393.99
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	\$0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Certified to State	235,125.78	\$563.01	\$0.00	\$0.00	235,688.79
ARPA - PILT	65,485.67	\$177.62	\$0.00	\$0.00	65,663.29
American Rescue Plan	2,833,549.16	\$7,685.52	\$0.00	\$0.00	2,841,234.68
Totals	\$14,067,187.60	\$715,646.74	\$217,113.22	\$1,246,485.84	\$13,753,461.72

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or-)

Total in county Depositories and Office

\$14,300,925.54
\$727,123.82
\$176,160.00
\$3,500.00
\$13,753,461.72

Bank Errors	
Bank Errors	
Bank Errors	
Total	
True Balance	\$13,753,461.72

I, D. Gosa, Sheriff of Lewis Co, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co, West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

D. Gosa
Sheriff & Treasurer, Lewis County
6-6-2023

Difference

Dated and sworn to on this date.

Amended

Lewis County Financial Statement
Month Ending- April 2022

Lewis County
05/05/2022 @ 11:01:27 AM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,716,077.54	\$321,179.44	\$621,804.62	\$847,810.07	4,811,251.53
Coal Severence	26,911.97	\$13,446.30	\$0.00	\$0.00	40,357.67
General School	7,657.43	\$11,472.17	\$0.00	\$0.00	19,129.60
Magistrate Court	3,594.59	\$2,539.92	\$0.00	\$1,789.00	4,345.51
Worthless Check	29,623.34	\$179.73	\$0.00	\$0.00	29,803.07
Dog and Kennel	13,092.35	\$30,412.52	\$0.00	\$14,955.38	28,549.49
Home Detention	4,411.49	\$5,421.06	\$0.00	\$4,354.58	5,477.97
Emergency 911 Fund	4,765,705.65	\$187,980.35	\$0.00	\$197,154.32	4,756,531.68
Lewis County Aquatic Fund	730,752.55	\$116.12	\$8.44	\$0.00	730,877.11
Citizens Education	17,084.80	\$2.72	\$0.00	\$378.97	16,708.55
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$2,016.44	\$0.00	\$2,016.44	0.00
Sheriff Special Account-State	17,228.45	\$111.10	\$0.00	\$0.00	17,339.55
County Building	582,811.66	\$57.43	\$0.00	\$0.00	582,869.09
Board of Health	648,788.05	\$60,633.22	\$0.00	\$38,769.21	670,652.06
Tax Lien	339,810.81	\$11,279.57	\$0.00	\$11,937.23	339,153.15
Delinquent Nonentered	32,847.92	\$2,647.85	\$0.00	\$711.24	34,784.53
Concealed Weapons	48,205.12	\$506.40	\$0.00	\$1,499.70	47,211.82
Assessor Valuation	285,694.96	\$683.98	\$0.00	\$20,906.14	265,472.80
Voters Resistration	4,690.36	\$89.91	\$0.00	\$0.00	4,780.27
State Current	0.00	\$1.17	\$4,732.87	\$4,734.04	0.00
Criminal Charges	0.00	\$157.25	\$0.00	\$157.25	0.00
Court Reporter	0.00	\$0.00	\$0.00	\$0.00	0.00
State Police	0.00	\$575.00	\$0.00	\$575.00	0.00
Vehicle License - DMV	0.00	\$32,786.50	\$0.00	\$32,786.50	0.00
State Fines	0.00	\$600.00	\$0.00	\$600.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$0.00	0.00
WV Deputies Fund	697.50	\$577.00	\$0.00	\$693.00	581.50
General Current Expenses	0.00	\$347.25	\$842,439.66	\$842,786.91	0.00
Excess Levy	0.00	\$252,835.30	\$195,393.80	\$448,229.10	0.00
Weston Current	0.00	\$9.25	\$37,452.35	\$37,461.60	0.00
Jane Lew Current	0.00	\$2.18	\$8,818.66	\$8,820.84	0.00
COVID-19 PANDEMIC	1,001.97	\$0.00	\$0.00	\$0.00	1,001.97
LC Blueprint Community	10,263.59	\$0.00	\$0.00	\$0.00	10,263.59
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
American Rescue Plan	\$1,297,750.81	\$206.22	\$0.00	\$0.00	1,297,957.03
Totals	\$13,584,703.02	\$938,873.35	\$1,710,650.40	\$2,519,126.52	\$13,715,100.25

Balance in county depositories - End of Month	\$15,207,570.60	Bank Errors	
Less: Orders Outstanding	\$2,454,890.57	Bank Errors	
Add: Deposits in Transit	\$958,920.22		
Cash in Office at End of Month	\$3,500.00		
Misc. Adjustments (+ or-)			
Total in county Depositories and Office	\$13,715,100.25	Bank Errors	
		Total	
		True Balance	\$13,715,100.25

I, D. Gosa, Sheriff of Lewis Co, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co., West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

D. Gosa
Sheriff & Treasurer, Lewis County
5-5-2022

Difference

Dated and sworn to on this date.

Lewis County Financial Statement
Month Ending- May 2022

Lewis County
06/03/2022 @ 03:10:10 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,811,251.53	\$349,933.59	\$82,063.11	\$726,529.97	4,516,718.26
Coal Severence	40,357.67	\$7.08	\$0.00	\$0.00	40,364.75
General School	19,129.60	\$7,182.71	\$0.00	\$0.00	26,312.31
Magistrate Court	4,345.51	\$1,608.00	\$0.00	\$3,478.00	2,475.51
Worthless Check	29,803.07	\$55.23	\$0.00	\$0.00	29,858.30
Dog and Kennel	28,549.49	\$67.47	\$0.00	\$937.96	27,679.00
Home Detention	5,477.97	\$4,106.24	\$0.00	\$4,373.15	5,211.06
Emergency 911 Fund	4,756,531.68	\$178,669.87	\$0.00	\$93,136.94	4,842,064.61
Lewis County Aquatic Fund	730,877.11	\$128.15	\$3.24	\$0.00	731,008.50
Citizens Education	16,708.55	\$353.01	\$0.00	\$1,174.00	15,887.56
Federal Equitable	0.71	\$0.00	\$0.00	\$0.71	0.00
Fire Fees	0.00	\$720.27	\$0.00	\$720.27	0.00
Sheriff Special Account-State	17,339.55	\$3.04	\$0.00	\$0.00	17,342.59
County Building	582,869.09	\$171.35	\$0.00	\$0.00	583,040.44
Board of Health	670,652.06	\$61,680.41	\$0.00	\$52,131.00	680,201.47
Tax Lien	339,153.15	\$13,633.10	\$0.00	\$46,304.88	306,481.37
Delinquent Nonentered	34,784.53	\$0.00	\$0.00	\$0.00	34,784.53
Concealed Weapons	47,211.82	\$142.02	\$0.00	\$0.00	47,353.84
Assessor Valuation	265,472.80	\$772.95	\$0.00	\$16,384.08	249,861.67
Voters Resistration	4,780.27	\$0.00	\$0.00	\$0.00	4,780.27
State Current	0.00	\$0.71	\$1,022.31	\$1,023.02	0.00
Criminal Charges	0.00	\$737.65	\$0.00	\$737.65	0.00
Court Reporter	0.00	\$25.00	\$0.00	\$25.00	0.00
State Police	0.00	\$200.00	\$0.00	\$200.00	0.00
Vehicle License - DMV	0.00	\$28,561.50	\$0.00	\$28,561.50	0.00
State Fines	0.00	\$1,675.00	\$0.00	\$1,675.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$0.00	0.00
WV Deputies Fund	581.50	\$490.50	\$0.00	\$577.00	495.00
General Current Expenses	0.00	\$26,460.28	\$101,346.40	\$127,806.68	0.00
Excess Levy	0.00	\$25,741.93	\$42,219.13	\$67,961.06	0.00
Weston Current	0.00	\$4.06	\$5,803.07	\$5,807.13	0.00
Jane Lew Current	0.00	\$0.47	\$668.41	\$668.88	0.00
COVID-19 PANDEMIC	1,001.97	\$0.00	\$0.00	\$0.00	1,001.97
LC Blueprint Community	10,263.59	\$0.00	\$0.00	\$0.00	10,263.59
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
American Rescue Plan	1,297,957.03	\$227.59	\$0.00	\$0.00	1,298,184.62
Totals	\$13,715,100.25	\$703,359.18	\$233,125.67	\$1,180,213.88	\$13,471,371.22

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or-)

Total In county Depositories and Office

\$13,877,051.47

\$546,630.31

\$137,450.06

\$3,500.00

\$13,471,371.22

Bank Errors

Bank Errors

Bank Errors

Total

True Balance

\$13,471,371.22

I, D. Gosa, Sheriff of Lewis Co., West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co., West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

D. Gosa
Sheriff & Treasurer,
Lewis County
6-3-2022

Difference

Dated and sworn to on this date.

LEWIS-GILMER E-911 YEARLY TOTALS

CAD #	DATE	2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
LEWIS COUNTY															
15	LEWIS SHERIFF		273	284	434	397	435								1823
10	WESTON PD		182	210	241	243	178								1054
250	WVSP WESTON		118	132	155	172	189								766
230	LEWIS NRP		16	13	26	46	29								130
208	LEWIS EMS		292	243	307	240	275								1357
201	WESTON FD		94	84	130	117	96								521
202	JANE LEW FD		16	30	61	35	68								210
203	PRICETOWN FD		12	18	22	28	20								100
204	WALKERSVILLE FD		15	14	17	15	13								74
205	JACKSON MILL FD		22	26	45	19	32								144
206	MIDWAY FD		2	2	10	7	1								22
	ANIMAL CONTROL		37	41	40	38	43								199
	DOGS PICKED UP		7	5	8	8	10								38
	OTHERS PICKED UP		12	19	12	1	12								56
														Total	6400

GILMER COUNTY															
104	GILMER SHERIFF		37	54	79	61	66								297
102	GLENVILLE PD		76	101	76	55	98								406
103	GSU PD		4	2	4	6	1								17
150	WVSP GLENVILLE		38	42	54	57	57								248
130	GILMER NRP		0	3	5	11	1								20
175	GILMER EMS		118	147	129	90	111								595
101	GLENVILLE FD		21	26	29	42	29								147
105	NORMANTOWN FD		5	3	4	15	5								32
106	SAND FORK FD		16	22	27	30	20								115
107	CEDARVILLE FD		2	15	9	12	3								41
108	TROY FD		4	15	11	13	3								46
	ANIMAL CONTROL		0	0	2	0	1								3
														Total	1967

Total by Month 1419 1551 1937 1758 1796 0 0 0 0 0 0 0

DATE 2023 JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC TOTALS

ZACH'S COUNTY	4	2	5	5	4	20
ZACH'S OWNER	2	2	0	2	4	10
ZACH'S SERVICE	0	0	1	1	1	3
ZACH'S TOTAL	6	4	6	8	9	33
A & S COUNTY	4	2	5	6	4	21
A & S OWNER	1	0	1	1	3	6
A & S SERVICE	0	0	1	1	1	3
A & S LARGE	1	0	1	0	1	3
A & S TOTAL	6	2	8	8	9	33
HITT'S COUNTY	4	1	6	5	4	20
HITT'S OWNER	3	2	1	1	5	12
HITT'S SERVICE	0	0	1	1	1	3
HITT'S TOTAL	7	3	8	7	10	35
LIPP'S COUNTY	4	2	5	6	4	21
LIPP'S OWNER	1	0	1	1	1	4
LIPP'S SERVICE	1	0	1	1	1	4
LIPP'S LARGE	1	0	2	0	1	4
LIPP'S TOTAL	7	2	9	8	7	33
TOLANDS COUNTY	4	1	6	5	4	20
TOLANDS OWNER	0	2	2	0	0	4
TOLANDS SERVICE	0	1	1	1	2	5
TOLANDS TOTAL	4	4	9	6	6	29
VALLEYCHAPEL COUNTY	4	2	6	5	4	21
VALLEY CHAPEL OWNER	1	2	1	0	5	9
VALLEY CHAPEL SERVICE	0	1	1	1	2	5
VALLEY CHAPEL LARGE	1	0	1	0	1	3
VALLEY CHAPEL TOTAL	6	5	9	6	12	38
GILMER COUNTY						
GLEN- AUTO COUNTY	6	3	1	4	2	16
GLEN- AUTO OWNERS	3	2	1	2	5	13
GLEN- AUTO SERVICE	0	0	1	1	0	2
GLEN- AUTO TOTALS	9	5	3	7	7	31
A and S COUNTY	5	3	1	5	2	16
A and S OWNERS	0	0	0	0	1	1
A and S SERVICE	0	1	1	1	0	3
A and S LARGE	1	0	0	0	0	1
A and S TOTAL	6	4	2	6	3	21

STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS & REHABILITATION



WILLIAM K MARSHALL III
COMMISSIONER

JEFF SANDY, CFE, CAMS
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 -- Telephone
304-558-5367 -- Fax

LEWIS COUNTY
PO BOX 466
WESTON, WV 26452

Invoice Number: 512316FF

Invoice Date: 6/5/2023 11:00:36 AM

Month of Service: May, 2023

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Lewis County for the month of May, 2023. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the invoice is attached.

Month: May

Number of Inmate Days: 1,223

Per Diem Rate: \$48.25

Amount Due: May, 2023

\$59,009.75

This invoice amount is due and payable upon receipt.

Please Remit Payment to:
WV Regional Jail and Correctional Facility Authority
PO Box 40258
Charleston, WV 25364



State of West Virginia

Office of the State Auditor
County Collections Division
State Capitol, Building 1, Suite W-118
1900 Kanawha Boulevard, East
Charleston, West Virginia 25303

John B. McCuskey
State Auditor and
Commissioner of Delinquent
and Nonentered Lands

Toll Free: (888) 509-6568
Telephone: (304) 558-2262
Fax: (304) 558-4156
www.wvsao.gov

May 22, 2023

Honorable David B. Gosa
Sheriff & Treasurer
Lewis County
110 Center Ave
Weston, WV 26452

Dear Sheriff & Treasurer:

You will be receiving a check in the amount of \$30,423.41 in the next few days from the State Auditor's Office representing the Public Utilities Tax and IRP Trucks Ad Valorem Fees collected by this office for the period of 04/24/2023 to 04/26/2023.

Please keep the following breakdown for your records:

	Public Utilities Tax	IRP Trucks Fee	Total
2022 County Current Expense	0.15	9,882.96	9,883.11
2022 School Current	0.21	13,407.66	13,407.87
2022 School Excess Levy	0.11	7,132.32	7,132.43
Totals	\$0.47	30,422.94	\$30,423.41

Any bond money collected is being forwarded to the Municipal Bond Commission for credit.

If this office can be of future assistance, please contact Russell Rollyson at (304) 558-2251, Extension 2183.

Sincerely,

John B. McCuskey
State Auditor

JBM/pu

JUN 7 2023

78718



JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

State of West Virginia
Department of Homeland Security
Division of Administrative Services
1124 Smith Street
Charleston, WV 25301
(304) 558-8814



JOSEPH C. THORNTON
DIRECTOR

May 30, 2023

Lewis County Commission
110 Center Ave
Weston, WV 26452

Dear Commissioners,

This letter is to supersede the budget reminder letter sent in October 2022 which stated the counties and municipalities will be paying a per diem rate of \$54.48 beginning with the July 2023 billing cycle.

During the 2023 Regular Session of the Legislature, HB3552 was passed and subsequently approved by the Governor on March 29, 2023. This bill amended West Virginia Code §15A-3-16, relating to jail per diem costs. In subsection (k), it states the base rate per day, per inmate rate shall be set at \$54.48. It also states a county will be billed based on a pro rata number of inmate days. That pro rata number of inmate days will be calculated by *multiplying each county's population as contained in the 2020 United States Census by .52*.

Each county is responsible for the following regarding annual per diem jail costs:

- **80% of the current per diem rate for the first 80%** of its pro rata share of total billed inmate days. *This rate is determined to be \$43.58.*
- **100% of the current per diem rate for its inmate days that are greater than 80% and up to 100%** of its pro rata share of total billed inmate days. *This would be the base per diem rate of \$54.48.*
- **120% of the current per diem rate for its inmate days that exceed 100%** of its pro rata share of total billed inmate days. *This rate is determined to be \$65.38.*

Based on the data from the US 2020 Census, 80% of your county's pro rata days is ... **7,086**

Based on the data from the US 2020 Census, 100% of your county's pro rata days is ... **8,857**

**Also, if you pay for a municipality's charges, you will be billed the municipality rate of \$54.48.*

If you have any questions, please contact Angela Nitardy, Accounts Receivable Manager, at 304-352-0218 or by email at Angela.D.Nitardy@wv.gov.

Very respectfully,

Joseph C. Thornton

County	80% of Pro Rata Days	100 % of Pro Rata Days
Barbour	6,434	8,042
Berkeley	50,784	63,480
Boone	9,073	11,341
Braxton	5,178	6,472
Brooke	9,385	11,731
Cabell	39,250	49,062
Calhoun	2,591	3,239
Clay	3,350	4,187
Doddridge	3,248	4,060
Fayette	16,843	21,054
Gilmer	3,082	3,852
Grant	4,566	5,708
Greenbrier	13,718	17,148
Hampshire	9,606	12,008
Hancock	12,103	15,129
Hardy	5,948	7,435
Harrison	27,423	34,279
Jackson	11,561	14,451
Jefferson	24,004	30,005
Kanawha	75,190	93,987
Lewis	7,086	8,857
Lincoln	8,513	10,641
Logan	13,548	16,935
Marion	23,382	29,227
Marshall	12,726	15,907
Mason	10,589	13,236
McDowell	7,950	9,938
Mercer	24,820	31,025

County	80% of Pro Rata Days	100 % of Pro Rata Days
Mineral	11,206	14,008
Mingo	9,804	12,255
Monongalia	44,022	55,027
Monroe	5,149	6,436
Morgan	7,098	8,873
Nicholas	10,235	12,794
Ohio	17,649	22,061
Pendleton	2,555	3,194
Pleasants	3,184	3,980
Pocahontas	3,274	4,092
Preston	14,234	17,792
Putnam	23,895	29,869
Raleigh	31,030	38,787
Randolph	11,620	14,525
Ritchie	3,513	4,391
Roane	5,836	7,295
Summers	4,975	6,219
Taylor	6,950	8,687
Tucker	2,813	3,516
Tyler	3,458	4,323
Upshur	9,907	12,384
Wayne	16,217	20,271
Webster	3,486	4,357
Wetzel	6,008	7,510
Wirt	2,161	2,701
Wood	35,067	43,834
Wyoming	8,895	11,119

May 22, 2023

Agnes Queen
Commission President, Lewis County Commission
110 Center Avenue,
Weston, WV 26452

Commissioner Queen,

Silling Associates, Inc. presented the Design Development Phase cost estimate for the Lewis-Gilmer Counties 911 Call Center and Emergency Management Offices Project in our meeting on May 17, 2022, which included a construction estimate for the Cost of the Work totaling \$6,603,785.00. This estimate was in excess of the original budget for the cost of the work of \$3,430,000.00. At that time, we were directed to proceed through the Construction Document Phase of the design services, detailing all aspects of the project while identifying a based bid and bid alternate scopes of work.

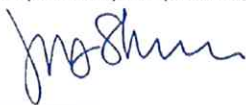
As you know, bids received for the Project including the base scope and alternates were well in excess of the projected costs. We performed extensive analysis and value engineering of the project in concert with our engineering consultants and the apparent low bidder to define a scope of work meeting the Counties' needs and attainable within an acceptable range of the Design Development Phase cost estimate. This change in project scope and detail has required a significant investment in project management as well as revisions to the Project drawings and specifications.

The AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect dated October 25, 2021, Article 11.1.2 defines the compensation as nine percent (9.0%) of the Owner's budget for the Cost of the Work. Additionally, Article 1.2 states that as the Initial Information – which includes the Owner's budget for the cost of the work – may materially change, there shall be an adjustment to the Architect's services, schedule, and compensation.

We respectfully request that the compensation for our services be adjusted relative to the percentage-based fee defined by our Agreement and the approved Design Development estimate for the cost of the work. As we have arrived at an approved scope and an AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor has been successfully negotiated and executed, the compensation for design services shall be based on the construction sum of \$6,038,942.00. Therefore, the revised compensation for design services becomes \$543,504.00.

We greatly appreciate the opportunity to serve the Lewis County Commission and we look forward to the successful completion of this much needed project. Please do not hesitate to call if you have questions or need additional information to process the change in contract sum.

Respectfully Requested,



Jody S. Driggs, Principal
Silling Architects

13:29



Will



iMessage
Today 13:15

So bad news they can't trade in my car, so unfortunately I do still have to leave I apologize for any inconvenience and I appreciate everything y'all did for me it was great thank you but I am still gonna have to quit again I am so sorry

I'll try and bring my key card asap



iMessage



Cash



*William De lauder Resignation Received.
5-23-25 at 1330 on text phone.
Samuel De lauder*

From: Tina Helmick
Sent: Tuesday, June 6, 2023 9:18 AM
To: srogers lewiscountywv.org
Subject: FW: new hire

Please add to agenda and request waiver of probation period.

From: cflanigan lewiscountywv.org <cflanigan@lewiscountywv.org>
Sent: Tuesday, June 6, 2023 9:17 AM
To: Tina Helmick <thelmick@lewiscountywv.org>
Subject: new hire

Tina,

The new hire will be Faith Messenger. to begin on June 15, and can we please waive the probationary period.

Thanks,
Christy



Prevent•Promote•Protect

Lewis County Health Department

125 Court Avenue
Weston, WV 26452

Phone: 304-269-8218
Fax: 304-269-8220

May 16th, 2023

The Lewis County Health Department provides many services to the citizens of Lewis County on a daily basis. We provide Immunizations, Disease Investigations, Water and Sewage protection, and food protection management to help keep the citizens and community healthy.

The Lewis County Commission has always been supportive over the years to the health department and provided us support. Therefore, the Lewis County Board of Health is respectfully requesting thirty thousands dollars of financial support from the commission to continue to offer the services at the standards we currently set.

The Lewis County Health Department and Lewis County Board of Health would like to thank the commissioners and administrator for their dedicated support to the community and the health department.

Sincerely,

David Whittaker, Administrator

SNIDER CONSTRUCTION, LLC

PO Box 593
Weston, WV 26452

Estimate

DATE	ESTIMATE NO.
5/29/2023	1473

WV License # 020533

NAME / ADDRESS
Lewis County Health Department

DESCRIPTION	U/M	COST	TOTAL
Labor and Material for the Following Renovations at the Lewis County Health Department		0.00	0.00
1.)Install new Wall in Front Office Area Frame in Sliding Window Install Baseboard to Match Existing 5/8 Drywall- Finish		4,500.00	4,500.00
2.)Construct new Wall in Foyer Area Remove Existing Pocket Doors in Foyer Area Use 1 Existing Pocket Door for new Door in Upstairs Bathroom Area		5,200.00	5,200.00
3.)Frame In new 8'x5'6 Bathroom Area Install new Plumbing New Doorway going into Bathroom Install 1 Handicap Sink and Toilet, Grab Bars, Exhaust Fan, and Lighting Install 36" Mirror with Light above Mirror		11,800.00	11,800.00
4.)Remove Existing Pocket Doors and Construct new Doorway from Office to new Receptionist Area		2,800.00	2,800.00
5.)Construct new Hallway from Front Foyer to Exam Room		5,200.00	5,200.00
Thank you for your business.		TOTAL	

Phone #
304-269-4337

SNIDER CONSTRUCTION, LLC

PO Box 593
Weston, WV 26452

Estimate

DATE	ESTIMATE NO.
5/29/2023	1473

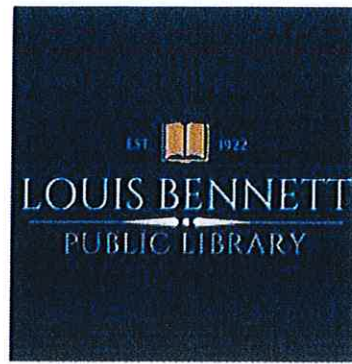
WV License # 020533

NAME / ADDRESS
Lewis County Health Department

DESCRIPTION	U/M	COST	TOTAL
Remove Corner Cabinet and Cut Hole in Existing Wall			
6.)Remove Cabinets in Existing Kitchen Area and Re-Locate to Existing Room for new Exam Area Re-Install Cabinets in Adjacent Room and Re-Plumb Sink		6,200.00	6,200.00
7.)Add 15'6 Wall to new Exam Area Drywall both Sides and Install 4 Outlets Open new Doorway into Adjacent Room Area		2,500.00	2,500.00
8.)Remove Existing Toilet and Sink Install new Mop Sink Install FRP around new Mop Sink to Cover Existing Holes		2,500.00	2,500.00
9.)Remove and Relocate Heater in Backroom Change and Add new Vent Pipe		600.00	600.00
10.)Painting (to match existing)		7,800.00	7,800.00
11.)Misc, (Building Permit, B&O Taxes, Locksmith etc.)		5,800.00	5,800.00
Sales Tax		6.00%	0.00
Thank you for your business.		TOTAL	\$54,900.00

Phone #
304-269-4337

Louis Bennett Public Library
148 Court Ave.
Weston, WV 26452
Phone: 304-269-5151
Fax:304-269-7332
lbpubliclibrary.com



May 19, 2023

Lewis County Commission
2nd Floor
110 Center Ave.
Weston, WV 26452

Dear Commission,

The Louis Bennett Public Library Board of Trustees met Monday, May 8, 2023, and the Board discussed reappointing board member Stephanie Westfall 421 Main Ave., Weston, WV 26452. Her term ends on June 30.2023. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katrina Johnson", with a long, sweeping flourish extending to the right.

Katrina Johnson
Library Director



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Bureau for Family Assistance
Upshur County Office

Jeffrey H. Coben, MD
Interim Cabinet Secretary

Janie M. Cole
Commissioner

Dear Join &/or CWEP Site Contractors,

****It's time for us to complete new or renew your JOIN-CWEP contracts.**
These must be completed & returned by 6/25/2023. If you no longer wish to participate with these programs, please contact Devona Butler at local office, work cell ph: 681-433-6276, or Email: devona.j.butler@wv.gov **

Attached to this memo you will find the following forms for CWEP sites:
DFA-CWEP-3 contract & DFA-JD-1 Job Experience Description.

*Forms for JOIN sites:

*DFA-JOIN-3 Contract & DFA-JD-1 Job Experience Description.

Only these forms need returned:

***Contract Forms (DFA-CWEP-3 &/or DFA-JOIN-3)**

If it's a RENEWAL then we only need the DFA-CWEP-3A or DFA-JOIN-3A

***Job Experience Description Form (DFA-JD-1) (1 for every position a client would or could be doing)**

Please mail the above forms back to: **Upshur DHHR, Attn: Devona Butler, PO BOX 460, Buckhannon, WV 26201.** (A copy of completed forms will be mailed back to you)
Or you can email them to: devona.j.butler@wv.gov

Thank you for your willingness to work with us & our clients.

Upshur/Lewis/Braxton/Gilmer Family Support Staff

CWEP Contract No. CWEP-24-21-03
FEIN No.: 55-6000338
Workers Comp. No.: 10001131-07

**COMMUNITY WORK EXPERIENCE PROGRAM (CWEP) CONTRACT
BETWEEN
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
AND**

Lewis County Park

Addendum/Renewal

The CWEP Contract between the West Virginia Department of Health and Human Resources, Division of Family Assistance and/or Lewis/Upshur County Office, referred to as the "Department" and Lewis County Park referred to as "Contractor" is hereby revised effective as of July 1, 2023 to continue through June 30, 2024.

The revisions are as follows: (Indicate revisions and/or renewal of Contract in the space provided.)

Renewal of Contract number: 23-21-03

Please complete & return this form along with attached DFA-JD-1 form.

*note (need a form per position a client might be required to perform)

Once DHHR has completed forms a copy will be mailed back to you.

Please indicate your acceptance by signing in the space provided below.

Department of Health and Human Resources
Lewis County Office

Contractor

By: _____

By: _____

Signature
Community Service Manager - CSM

Signature

Title

Title

Date

Date

This addendum shall be incorporated as part of the original Contract. All other aspects of the original Contract shall remain in effect.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
JOB EXPERIENCE DESCRIPTION

Contract Number: JOIN- _____ CWEP- 24-21-03 EIP- _____

Contractor/Sponsor's Name: _____ Phone: _____

Address: _____

Name Of Contractor/Sponsor's Designated Representative: _____

Job Title (New Page For Each Job Title): _____

Description Of Duties And Responsibilities (List each one. If more space is needed attach additional sheets.) _____

Special Training, License, Equipment Or Clothing Required (Provided By Contractor/Sponsor): _____

Contractor/Sponsor: _____

Minimum Experience Required: _____

Minimum Educational Requirements: _____

Physical Or Other Special Requirements: _____

Safety Concerns Of Hazardous Conditions: _____

Position/Individual Responsible For Supervision, Evaluation And Time Sheet: _____

Other Comments, Etc.: _____

Date Of Job Experience Description Review: _____

Signature/Title of Staff: _____

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
JOB EXPERIENCE DESCRIPTION

Contract Number: JOIN- _____ CWEP- 24-21-03 EIP- _____

Contractor/Sponsor's Name: _____ Phone: _____

Address: _____

Name Of Contractor/Sponsor's Designated Representative: _____

Job Title (New Page For Each Job Title): _____

Description Of Duties And Responsibilities (List each one. If more space is needed attach additional sheets.) _____

Special Training, License, Equipment Or Clothing Required (Provided By Contractor/Sponsor): _____

Contractor/Sponsor: _____

Minimum Experience Required: _____

Minimum Educational Requirements: _____

Physical Or Other Special Requirements: _____

Safety Concerns Of Hazardous Conditions: _____

Position/Individual Responsible For Supervision, Evaluation And Time Sheet: _____

Other Comments, Etc.: _____

Date Of Job Experience Description Review: _____

Signature/Title of Staff: _____

Keep For Your
Records.

Contract No.: CWEP-23-21-03
 FEIN No.: 55-6000338
 Workers Comp. No.: 10001131-07
 Number of Positions: 2

**COMMUNITY WORK EXPERIENCE PROGRAM (CWEP) CONTRACT
 BETWEEN
 WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 AND**

Lewis County Park

THIS CONTRACT is made this 1st day of JULY, 20 23,
 by and between the West Virginia Department of Health and Human Resources, Division
 of Family Assistance and/or Lewis County Office (hereinafter referred to
 as the "Department") and Lewis County Park (hereinafter
 referred to as "Contractor").

WITNESSETH

This Contract is entered into for the purpose of providing work experience for eligible persons under the Community Work Experience Program (hereinafter referred to as "CWEP") offered by the Department. CWEP is designed to afford certain cash assistance recipients a work placement in the nonprofit public service sector within the original intent of The Family Support Act of 1988 (P.L. 100-485) and continued under the intent of The Personal Responsibility Work Opportunity Reconciliation Act of 1996 (P.L. 104-193).

WHEREAS, the Department has implemented and is responsible for CWEP which is authorized by the Personal Responsibility Work Opportunity Reconciliation Act of 1996 and Chapter 9, Article 9, of the West Virginia Code as amended and operated as one of several activities of the WV WORKS Program; and

WHEREAS, the purpose of CWEP is to provide certain Temporary Assistance to Needy Families (hereinafter referred to as "TANF") recipients an opportunity for experiences intended to establish, maintain, and promote work skills and habits to better prepare the recipient for movement into unsubsidized employment; and

WHEREAS, the Contractor is a federal, state, or local public agency/organization or a not for profit employer/organization which shall provide CWEP participants the work environment and supervision necessary in projects which serve a useful public purpose in fields such as health, social service, environmental protection, education, urban and rural development, welfare, recreation, public activities, public safety and day care, with the goal of enabling a participant to become employable; and

WHEREAS, the above named Contractor wishes to participate in CWEP as administered by the Department.

In consideration of the foregoing recitals and of the mutual covenants contained herein, the parties agree as follows:

I. RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor shall perform its duties in accordance with Title IV of the Social Security Act, as amended, and the regulations, procedures, rules and standards promulgated thereunder as they may from time to time be amended. The Contractor shall comply with all applicable federal, state and local law, rules and regulation which deal with or are related to the performance of the Contract. This Contract does not abrogate the provisions of United States Fair Labor Standards Act as that act has been amended and as that act may apply to this Contract.
2. The Contractor agrees that Contractor will not discriminate under this Contract on the basis of age, race, creed, color, sex, handicap or national origin. Civil rights disputes under this Contract may be processed and appealed according to equal opportunity provisions established by the Department of Health and Human Services, 45 C.F.R. Part 80 and, to the extent applicable, in accordance with Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder and all other similar or succeeding provisions of state and federal law. The Contractor further agrees to comply with the requirements of the Americans with Disabilities Act (P.L. 101-336) as may be amended.
3. The Contractor warrants that CWEP participants assigned to said Contractor, though not employees, shall be treated in the same manner as if they were employees for purposes of this Contract subject to such other provisions as may be included herein. This provision is included for the purpose of protecting CWEP participants from mistreatment or abuse by the employer or employees due to the CWEP participant's status as a work/training experience participant rather than as an employee.
4. The Contractor agrees to maintain the confidentiality of any information regarding CWEP participants or their immediate families which may be obtained through participants forms, interviews, checks, reports from other agencies or counselors, or any other sources, without the permission of the registrant. Such information shall be divulged only as necessary for purposes related to the performance or evaluation of this Contract, including the furnishing of services to the project and program under any subcontracts and then, only in accordance with state and federal law and regulation. Violation of state and/or federal confidentiality laws may result in criminal and/or civil penalties.
5. The Contractor agrees that CWEP placements will not:
 - a. Result in the displacement of currently employed workers, including partial displacement, such as a reduction in hours of non-overtime work, wages, or employment benefits;
 - b. Impair existing agreements for services or collective bargaining agreements;

- c. Result in the employment or assignment of a participant or the filling of a position when any other person not supported under this program is on layoff from the same or a substantially equivalent job within the same organizational unit, or when an employer has terminated any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this program;
 - d. Infringe in any way upon promotional opportunities of persons currently in positions not funded under this program; and
 - e. Result in the filling of any established unfilled position vacancy by a CWEP participant.
6. The Contractor shall provide qualified supervision and specific job experience instructions to participants. The supervisor-to-participant ratio shall correspond with the established policy of the Contractor regarding the Contractor's supervisor-to-employee ratio. The Contractor shall provide all necessary supplies, equipment, materials, clerical and such other services as may be required to fulfill the purpose of this program.
 7. The Contractor agrees to keep an attendance record and submit all monthly attendance reports on the Division of Family Assistance Participant Time Sheet to the Department by the 5th working day of the following month. (See Attachment A.)
 8. The Contractor agrees to provide notification of the grievance procedures regarding displacement to both regular employees and CWEP participants. This notification will include displaying posters or notices, provided by the Department, in a prominent place at the work site location.
 9. The Contractor agrees to require the participant's supervisor to attend any conciliation conference, good cause interview or administrative hearing of the Department related to the participant when such supervisor's presence and testimony may be requested.
 10. The Contractor shall provide a safe working environment for all participants in the same manner as is required under state and federal laws, rules and regulation covering regular employees.
 11. The Contractor shall provide a drug free work place.
 12. The Contractor shall preserve and make available Contractor's records concerning all work performed under this Contract for a period of three years from the date of cancellation of this Contract or for such longer period, if any, as may be requested by the Department and/or as may be required by applicable law.

13. The Contractor agrees that the Secretary of Health and Human Services, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after cancellation of this Contract, have access to and the right to examine any directly pertinent books, documents, papers, records, and facilities of the contractor involving activities related to this Contract.
14. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
15. The Contractor may terminate the placement of any participant who does not cooperate in the program after allowing the participant a reasonable opportunity to adjust to or improve in performance and after consultation with the Department representative. The Contractor may immediately terminate the placement of any participant for gross misconduct. The Contractor must provide written notification to the Department and participant stating the specific reason.
16. Contractor shall not provide any direct remunerations to participants except as may be permitted hereunder and Contractor shall report to the Department any payments made to the participants.
17. The Contractor shall provide Workers' Compensation coverage for each participant.
18. The Contractor shall pay CWEP participants at the same rate of pay as would be permitted to regular employees if participants hereunder are required to work in excess of their hours of participation stated in their CWEP Individual Participation Agreement. Such hours worked and salary payments made shall be reported to the Department by the Contractor. (See Attachment B.)
19. The Contractor agrees that no CWEP participant will be permitted to perform volunteer services for the Contractor during the time the individual is assigned as a CWEP participant.
20. The Contractor agrees to complete the Job Experience Description Form for the participants which includes the education, experience and skill requirements for the position. (See Attachment C.)

II. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall provide the participant with a basic cash assistance grant. In addition, an allowance for transportation and incidental expenses directly connected with participation in the CWEP program will be provided to participants for each month of participation.

2. The Department shall be responsible for the selection and assignment of participants. Periodic reviews of job activity will be done to determine progress made by participants. Individuals may not be assigned to the same CWEP Contractor in excess of a twelve-month period during any one assignment. Transfer of participants in this program to other activities shall be arranged by the Department. The Department reserves the right to remove or replace any participant and in no manner warrants or guarantees that any or all of the positions with the Contractor will be filled.
3. The Department shall notify the Contractor of decisions regarding assignment, removal and replacement of participants as such decisions are made.
4. The Department shall notify the Contractor of the following:
 - a. The name of the participant.
 - b. The starting and ending date of the work experience.
 - c. The type of occupation or activity anticipated.
 - d. The number of hours the participant is permitted to participate per month subject to standards provided for additional and/or overtime work.

This information will be provided on the CWEP Individual Participation Agreement Form. (See Attachment B.)

5. The Department shall be responsible to provide the Contractor with pertinent information regarding the administration of CWEP.
6. The Department shall provide Contractor with the forms required to be used in performance of this Contract. (Samples of these forms are included as part of this Contract as Attachments A through D.)

III. GENERAL PROVISIONS

1. This Contract shall become effective as of the date signed by both parties and shall continue in effect until June 30, 2023.
2. The maximum number of participants who may be assigned to the Contractor at any one time is 100 - check w/ Director for availability
3. This Contract may be amended by the express agreement of the Department and the Contractor reduced to writing on the Addendum/Renewal Form and incorporated herein. (See Attachment D.)
4. This Contract may be renewed on an annual basis, by use of the Addendum/Renewal Form signed by all parties. Renewals shall be under the same terms and conditions as this Contract, unless amended pursuant to this Contract. (See Attachment D.)

5. Nothing in this Contract shall be deemed to obligate or encumber any monies of the State of West Virginia from the general revenue fund or otherwise.
6. Nothing in this Contract shall be deemed to abrogate or otherwise waive the provisions of the West Virginia Constitution providing for the immunity of the state from liability of any nature.
7. This Contract and its execution are subject to all applicable West Virginia laws and regulations. The Contract shall be construed and interpreted according to the laws of the state of West Virginia.
8. This Contract may be terminated by either party with thirty days prior written notice to the other party with or without cause. Failure by either party to comply with responsibilities outlined in this Contract may be cause for immediate termination of the Contract.
9. In the event of the passage of federal or state legislation that would inhibit the department's ability to administer CWEP, the Department may terminate the Contract immediately with written notice.
10. Waiver and breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed and agreed to by the designated representatives of the parties and attached to the Agreement Contract.

IV. DESIGNATION OF REPRESENTATIVES

1. The Department and the Contractor shall each designate a representative for coordination and effectuation of the performance of this Contract, as follows:

For the Department:

Name: Devona Butler

Title: Family Support Supervisor

Address: PO Box 1268

Weston, WV 26452

Phone Number: (304) 269-6820

For the Contractor:

Name: Agnes Queen

Title: President Lewis County Commission

Address: 116 Center Ave

Weston WV 26452

Phone Number: (304) 269-8206

V. ENTIRE CONTRACT

This Contract consists of pages 1 through 7 and Attachments A-D. This Contract constitutes the complete, total and final agreement between the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement shall be deemed to exist as to bind the parties hereto. No amendment or other modification changing this Contract shall have any force or effect unless it is in writing and duly executed by the parties. Said modification will be incorporated as a written amendment to the Contract.

IN WITNESS WHEREOF, the parties have hereunto caused this Contract to be executed, by their duly authorized officials.

For the Department:

By: Dustina Butler for Tina Helmick
Signature
Community Service Manager
Title
6/21/22
Date

For the Contractor:

By: Agnes Queen
Signature
President
Title
05-17-2022
Date

Right of Entry Agreement

This is an AGREEMENT made effective as of May 10, 2023, 2023 by and between:

Lewis County Commission
110 Center Avenue, 2nd Floor
Weston, West Virginia 26452

hereinafter referred to as "LCC" and:

The Baker Company

hereinafter called "OWNER" for permission to access OWNER's property located at:

**13 S Main Avenue
Weston, West Virginia
Parcel ID: 21-07-0012-0014-0000**

hereinafter called "SITE" to complete an investigation on behalf of the LCC.

The LCC has engaged the services of Civil and Environmental Consultants to conduct Phase I and Phase II Environmental Site Assessments of properties that have the potential to contribute to the economic revitalization of the county. The OWNER hereby grants the LCC, its agents, assigns, employees, and/or contractors the right and permission to enter upon the hereinbefore described real estate for the purpose of conducting site assessment activities described hereinafter in Paragraph 2.

The OWNER grants the aforesaid rights and permission unto the LCC to the following terms and conditions:

1. Site assessment activities to be performed on the aforesaid real estate may consist of the following:
 - a. Phase I Environmental Site Assessment activities, including, walking the property; touring structures on the property, if safe to do so; taking photographs of the property and structures, records review, if available; and interviewing past and present owners, operators, and occupants of the property.
 - b. Phase II Environmental Site Assessment activities, including, disturbance to the ground surface, vegetation, or other features of the SITE for purposes of collecting surface water, groundwater, surface soil, subsurface soil, air, and other samples. The LCC will take reasonable precautions to limit disturbance to the SITE, but it is understood by the OWNER that repairs to the SITE from disturbance will be limited to those specified. State Utility Notification Services will be utilized to determine the location and schedule of the proposed intrusive investigation activities. However, the OWNER is responsible for accurately identifying all of the SITE's subterranean structures and utility locations in the area of the intrusive investigation activities and approving the proposed locations of borings and other excavations to be completed during the investigation. Use of the SITE shall include the parking of vehicles and equipment; excavation of test pits; installation of groundwater monitoring wells; extraction of samples from surface and subsurface soils, surface water, groundwater, air, and elsewhere; storage of samples; and other activities necessary to complete the site assessment.
2. The consent and permission to enter and perform said site assessment activities upon aforesaid real estate is herein voluntarily granted by the party of the first part.

3. The term of this agreement shall be for the length of time necessary for the LCC to complete the proposed site assessment and monitoring activities.
4. The undersigned represents that he/she is authorized to sign this document on behalf of all owners of the Property and to consent to the entry provided herein.
5. The undersigned agrees that he/she will notify EPA, by contacting the individual identified below, if during the term of consent for entry the Property is sold or otherwise transferred.
6. As a property owner, you may be able to avail yourself of certain liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Please consult a lawyer if you feel this may be applicable.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated.

OWNER

Signature Michael C. Baker Date 5-10-2023
 Printed Name Michael C. Baker
 Title President
 Address 601 Elk St., P.O. Box 369
Gassaway, WV 26624
 Phone 304-364-5114
 Email michaelcbaker@hotmail.com

Lewis County Commission

Signature _____ Date _____
 Printed Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston, WV 26452
Phone: (304)269-8200
Fax: (304) 269-2416

Email: lewiscountycommission@lewiscountywv.org
Website: lewiscountywv.org



COMMISSIONERS:

Agnes Queen

President

Rod Wyman

Commissioner

Bobby Stewart

Commissioner

Letter of Agreement E-911 and Dispatch Services 2023-2024 Fiscal Year

Whereas the Lewis County Commission (Lewis County) and the City of Weston (Weston) have previously entered into an agreement whereby Lewis County is to provide E-911 Emergency Dispatch Service for the City of Weston (Weston). In return for collected E-911 Telephone Fees as well as other specified compensation; and whereas, this contract was executed for a one (1) year period, with the requirement to annually acknowledge a mutual desire to extend the terms of such contract; the said parties intend to so acknowledge by means of this letter of agreement.

Therefore, let it be known that Lewis County and City of Weston (Weston) hereby agree to the extension of the terms of this contract for the **2023-2024** Fiscal Year. Both parties agree and acknowledge by the acceptance of this agreement that all terms of the said original agreement are acceptable and will be abided to. Specifically, those services, which, Lewis County is to provide to the City of Weston (Weston) will be provided; and the City of Weston (Weston) will pay those fees specified in the original contract to Lewis County, in return for the service. The annual compensation paid by the City of Weston (Weston) to Lewis County over and above the collected E-911 Fees, will be a total of Thirty-Nine Thousand Six Hundred Dollars (\$39,600.00) effective beginning July 01, 2023.

Accepted this _____ day of _____, 2023 by the Lewis County Commission, as attested

By:

Agnes Queen, President
Lewis County Commission

Accepted this _____ day of _____, 2023 by the City of Weston, as attested

By:

Kim Harrison-Edwards, Mayor
City of Weston, Lewis County, West Virginia

COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston, WV 26452
Phone: (304)269-8200
Fax: (304)269-2416
Email: lewiscountycommission@lewiscountywv.org
Website: lewiscountywv.org



COMMISSIONERS:
AGNES QUEEN
President
ROD WYMAN
Commissioner
BOBBY STEWART
Commissioner

Letter of Agreement E-911 and Dispatch Services 2023-2024 Fiscal Year

Whereas the Lewis County Commission (Lewis County) and the Gilmer County Commission (Gilmer County) have previously entered into an agreement whereby Lewis County is to provide E-911 Emergency Dispatch Service for Gilmer County **excluding all non-emergency/administrative calls for all Gilmer County Agencies**. In return for collected E-911 Telephone Fees as well as other specified compensation; and whereas, this contract was executed for a one (1) year period, with the requirement to annually acknowledge a mutual desire to extend the terms of such contract; the said parties intend to so acknowledge by means of this letter of agreement.

Therefore, let it be known that Lewis County and Gilmer County hereby agree to the extension of the terms of this contract for the **2023-2024** Fiscal Year. Both parties agree and acknowledge by the acceptance of this agreement that all terms of the said original agreement are acceptable and will be abided to. Specifically, those services, which, Lewis County is to provide to Gilmer County, will be provided; and Gilmer County will pay those fees specified in the original contract to Lewis County, in return for the service. The annual compensation paid by Gilmer County to Lewis County over and above the collected E-911 Fees, will be a total of Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00) effective beginning July 01, 2023.

Accepted this _____ day of _____, 2023 by the Lewis County Commission, as attested

By:

Agnes Queen, President
Lewis County Commission

Accepted this _____ day of _____, 2023 by the Gilmer County Commission, as attested

By:

Lance Woodford, President
Gilmer County Commission