

# 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 G. QUEEN**  
President  
**PATRICK D. BOYLE**  
Commissioner  
**THOMAS V. FEALY**  
Commissioner

**LEWIS COUNTY COMMISSION  
110 CENTER AVENUE, 2nd FLOOR  
WESTON, WV 26452  
MEETING AGENDA  
MONDAY, JANUARY 4, 2016**

## **SILENT MEDITATION AND PLEDGE OF ALLEGIANCE**

- 1. 10:00 AM Call Meeting to Order** (*action required*)
- 2. 10:05 AM Organizational Meeting**

**RE:** As required by WV State Code, the Lewis County Commission will recess the regular meeting and convene their 2016 Organizational Meeting. The Organizational Meeting is under separate agenda attached to this document. Upon adjournment of the Organizational meeting, the Lewis County Commission will reconvene into regular session. (*action required*)

## **APPOINTMENTS**

- 3. 10:20 AM T. Chad Kelley, Lewis County Assessor**  
**RE:** Exonerations, Consolidations, Apportionments  
Draft copies will be available for review Wednesday, December 30, 2015 upon request. (*action required*)
- 4. 10:25 AM T. Chad Kelley, Lewis County Assessor**  
**RE:** Advise and consent per WV Code §7-7-7. Request to hire P. Wayne Ammons as a Lewis County Deputy Assessor. This position was advertised and approved the Property Valuation and Training Committee. If hiring is approved, the oath of office will be administered. This is to fill a vacant position. (*action required*)
- 5. 10:30 AM Sheriff Adam M. Gissy**  
**RE:** Advise and consent per WV Code §7-7-7. Request to hire Abraham J. Hummel as a Lewis County Deputy Sheriff. This position was advertised and the hiring has been approved by the Lewis County Civil Service Commission. If hiring is approved, the oath of office will be administered. This is to fill a vacant position. (*action required*)
- 6. 10:45 AM Sheriff Adam M. Gissy**  
**RE:** Advise and consent per WV Code §7-7-7. Request to hire Michael Franklin as a part time Court Security Officer. This position was advertised. If hiring is approved, the oath of office will be administered. This is to fill a vacant position. (*action required*)

## CORRESPONDENCE

7. **West Virginia Statewide Transportation Improvement Program (STIP) Draft Federal Transit Administration Expenditures Plan for 2016-2021 is Available for Review:** The West Virginia Transportation Improvement Program (STIP) draft of federal expenditures for 2016-2021 is available for public comment via download or view at [www.go.wv.gov/dotcomment](http://www.go.wv.gov/dotcomment). (*information only*)
8. **Lewis County Assessor T. Chad Kelley's 2016-17 Application for funding from the Property Valuation Training and Procedures Commission (PVC):** WV Code §11-1C-8 authorizes the county assessor to receive up to 2% of the previous year's project tax collections to be used for the purpose of maintaining current valuations and performing periodic reevaluation of property. A copy of the proposed budget and justification is submitted to the County Commission for review. (*information only*)
9. **Lewis County Convention and Visitors Bureau Meeting Minutes and Agenda:** Minutes of the December 1, 2015 Lewis County Convention and Visitors Bureau Meeting and the Agenda for their January 5, 2016 meeting. (*information only*)

## BUSINESS

10. **Board(s) and Committee(s) Reports:** Reports from Commissioners from any board(s) or Committee(s) meetings attended. (*information only*)
11. **Possible dates for a work session with the City of Weston Tabled for Additional Clarification at the December 28, 2015 Meeting:** Mayor Julia Spelsberg requested the county consider having work session with the City. The mayor has proposed a possible meeting schedule for consideration. The Lewis County Commission tabled this request until the County Administrator could obtain more information. The Mayor has indicated the meeting on March 30, 2016 would be moved to March 23, 2016 to avoid any conflict with the Easter Holiday. Additional dates will be: June 29, August 31 and November 30, 2016 all at 6:00 PM. Meetings will be held at a different restaurant determined the month prior to the meeting and each attendee will pay for his/her own meal. The Mayor requests the first meeting be limited to the City Council and County Commission and then subsequent meetings may include other elected officials. (*action required*)
12. **Mountain State Waste Collection and Disposal Service Agreement.** Annual contract for dumpster and disposal services for the Lewis County Courthouse Complex for one (1) year beginning November 1, 2015 at a rate of \$352.41 plus fees. There is no increase in costs. (*action required*)
13. **Lewis County Economic Development Authority Report:** Report of activities of the Lewis County Economic Development Authority by Director Michael Herron. (*information only*)
14. **Timesheets and Leave Requests** (*action required*)
  - a) Lucinda A. Whetsell      December, 2015 Monthly Time Sheet
  - b) Michael Herron          December, 2015 Monthly Time Sheet
15. **Request to Transfer Annual/Compensatory Leave to Sick Leave to Avoid Loss per Lewis County Personnel Policy Manual** (*action required*)
  - a) Lucinda A. Whetsell      Transfer 28 hrs. Annual and 37.25 hrs. Compensatory
  - b) Sgt. Michael Cayton      Transfer 70 hrs. Annual
  - c) Stella Poling              Transfer 25 hrs. Compensatory

**ACTIONS ORDERS AND PAYMENT OF EXPENDITURES:**

- 16. 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 Wednesday, December 28, 2015. *(action required)*
- 17. Presentation by County Clerk of the Orders of Prior Meeting(s) for consideration.** Draft copies will be available for review upon request Wednesday, December 28, 2015. *(action required)*
- 18. Expenses for the current period presented for consideration of payment.** Draft copies will be available for review upon request Wednesday, December 28, 2015. *(action required)*

**ADJOURNMENT:**

- 19. 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 a ten (10) minute time allowance.
- 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.*

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Commissioner  
**THOMAS V. FEALY**  
Commissioner

## LEWIS COUNTY COMMISSION ORGANIZATIONAL MEETING AGENDA JANUARY 4, 2016

1. **Call to order 10:00 AM**
2. **Election of President for the 2016 Year (in accordance with WV Code Chapter 7, Article 1, Section 1) (action required)**
3. **Oath of Office for the Commission President (action required)**
4. **Hours of Operation (action required)**
  - Currently Monday-Friday 8:00 AM to 4:00 PM except on holidays as determined under item 8 of this agenda
5. **Notice and Schedule of County Commission Meeting for 2016 (action required) (list attached)**
6. **Agenda: Notice of Meetings and Meeting Management (action required)**
  - a. Regular Meeting Agendas will be posted and available to the public before closure two business days prior to the meeting date.
  - b. Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the County Commission or as required by statute.
  - c. Appointment to speak with the County Commission must be scheduled before 10:00 AM three business days prior to the meeting. Appointments will be given a 10 minute time allowance.
  - d. Open discuss by the Commission unless executive session is motioned per WV Code §6-9A-4.
  - e. Input or recommendation from other constitutional officials, staff or public that are not listed specifically on the agenda will only be allowed if requested by the Commission or if required by statute.
  - f. If not scheduled on the agenda you must sign up for public comment 15 minutes at a minimum prior to the start of a meeting. No decisions can be made by the Commission. Public Comment is limited to 5 minutes per person.
  - g. Motion required for consideration of vote-no second required.
  - h. All votes unanimous unless otherwise stated.
  - i. Roberts Rules of Order are utilized as a guide only. The Commission controls meeting management, discussion and input.

- 7. Schedule Board of Equalization Meetings** *(action required)*
  - Designate February 1, February 5, February 11, February 16, February 19 (Minerals only as set by the WV State Tax Department), and February 25, 2016 for Board of Equalization and Review. All meetings will be held at 9:00 AM in the Lewis County Commission Meeting Room, Lewis County Courthouse, 110 Center Avenue, 2<sup>nd</sup> Floor, Weston, WV 26452 with the exception of the February 19, 2016 Mineral Hearing Date which will begin at 10:00 AM at the same location.
- 8. Date to Lay the Levy (as set by WV Code)** *(action required)*
  - Lewis County Commission will meet to lay the levy for the 2016-17 Fiscal Year the 3<sup>rd</sup> Tuesday in April (April 19 2016) at 9:00 AM
- 9. Appointment of Lewis County Commission or a representative to boards/committees for 2016** *(action required) (list of boards and committees attached)*
- 10. Approval of 2016 Holiday Schedule** *(action required) (list attached)*

**The Lewis County Commission will now continue with the  
January 4, 2016 Regular Meeting.**

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## LEWIS COUNTY COMMISSION NOTICE OF REGULAR MEETING 2016

The Commissioners of the County Commission of Lewis County, West Virginia hold regular meeting every Monday (unless a State or Federal Legal Holiday) beginning at 10:00 AM, prevailing time, until the close of business or adjournment sine die, at the Lewis County Courthouse, 110 Center Avenue, 2<sup>nd</sup> Floor Meeting Room, Weston, West Virginia. This will be the location for all Lewis County Commission Meetings, unless specified by special notice. All meetings are open to the press and public and any person interested in such are encouraged to attend.

Approved:

January 4, 2016

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President

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## LEWIS COUNTY COMMISSION MEETING DATES 2016

Monday, January 4, 2016	Monday, January 11, 2016	Tuesday, January 19, 2016
Monday, January 25, 2016	Monday, February 1, 2016	Monday, February 8, 2016
Tuesday, February 16, 2016	Monday, February 22, 2016	Monday, February 29, 2016
Monday, March 7, 2016	Monday, March 14, 2016	Monday, March 21, 2016
Monday, March 28, 2016	Monday, April 4, 2016	Monday, April 11, 2016
Monday, April 18, 2016	Monday, April 25, 2016	Monday, May 1, 2016
Monday, May 9, 2016	Monday, May 16, 2016	Monday, May 23, 2016
Tuesday, May 31, 2016	Monday, June 6, 2016	Monday, June 13, 2016
Tuesday, June 21, 2016	Monday, June 27, 2016	Tuesday, July 4, 2016
Monday, July 11, 2016	Monday, July 18, 2016	Monday, July 25, 2016
Monday, August 1, 2016	Monday, August 8, 2016	Monday, August 15, 2016
Monday, August 22, 2016	Monday, August 29, 2016	Tuesday, September 6, 2016
Monday, September 12, 2016	Monday, September 19, 2016	Monday, September 26, 2016
Monday, October 3, 2016	Tuesday, October 11, 2016	Monday, October 17, 2016
Monday, October 24, 2016	Monday, October 31, 2016	Monday, November 7, 2016
Monday, November 14, 2016	Monday, November 21, 2016	Monday, November 21, 2016
Monday, November 28, 2016	Monday, December 5, 2016	Monday, December 12, 2016
Monday December 19, 2016	Tuesday, December 27, 2016	

APPROVED:

JANUARY 4, 2016

\_\_\_\_\_  
PRESIDENT

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## LEWIS COUNTY BOARD OF EQUALIZATION AND REVIEW 2016

The Lewis County Commission sitting as a Board of Equalization and Review at the Lewis County Courthouse, 110 Center Avenue, 2<sup>nd</sup> Floor Meeting Room, Weston, West Virginia will convene on the following dates at 9:00 AM unless otherwise noted:

Monday	February 1, 2016
Friday	February 5, 2016
Thursday	February 11, 2016
Tuesday	February 16, 2016
Thursday	February 19, 2016 (Minerals Only to begin at 10:00 AM)
Wednesday	February 25, 2016

The Board of Equalization and Review will recess at the end of each of the above dates, reconvening on this schedule and will adjourn as a Board of Equalization and Review, Sine Di, upon completion of all meeting above. As always the public and all interested parties are invited to attend.

APPROVED:                      JANUARY 4, 2016

\_\_\_\_\_  
PRESIDENT

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## LEWIS COUNTY HOLIDAY LIST 2016

Friday, January 1, 2016	New Year's Day
Monday, January 18, 2016	Martin Luther King Day
Monday, February 15, 2016	President's Day
Tuesday, May 10, 2016	Primary Election
Monday, May 30, 2016	Memorial Day
Monday, June 20, 2016	WV Day
Monday, July 4, 2016	Independence Day
Monday, September 5, 2016	Labor Day
Monday, October 10, 2016	Columbus Day
Tuesday, November 8, 2016	General Election
Friday, November 11, 2016	Veterans Day
Thursday, November 24, 2016	Thanksgiving
Friday, November 25, 2016	Thanksgiving
Monday, December 26, 2016	Christmas
Monday, January 2, 2016	New Year's

OR ANY OTHER LEGAL HOLIDAY DECLARED BY THE PRESIDENT OR GOVERNOR

APPROVED:

JANUARY 4, 2016

\_\_\_\_\_  
PRESIDENT

# 2016 Holiday/Semi-Monthly Pay Day Calendar

Prepared by the Division of Personnel

Pay Day (Green)

Holiday (Red)

11 JANUARY 10						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1-New Year's		18-Martin Luther King			

11 FEBRUARY 10						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					
15-President's Day						

11.5 MARCH 11.5						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 APRIL 10						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

10.5 MAY 11.5						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
10-Primary Election Day			30-Memorial Day			

11 JUNE 11						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
20-West Virginia Day						

11 JULY 10						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	4-Independence Day					

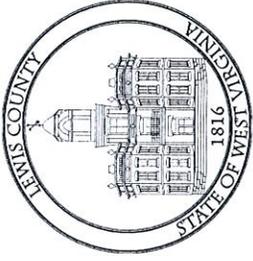
11.5 AUGUST 11.5						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

11 SEPTEMBER 11						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
5-Labor Day						

10 OCTOBER 11						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	10-Columbus Day				

11 NOVEMBER 11						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
8-General Election Day			11-Veterans Day			
24 & 25 Thanksgiving						

11.5 DECEMBER 10.5						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
26-Christmas Day						



**LEWIS COUNTY COMMISSION  
BOARD/COMMITTEE APPOINTMENTS  
2016**

<b>BOARD/COMMITTEE</b>	<b>2015 REPRESENTATIVE</b>	<b>2016 REPRESENTATIVE</b>
Lewis County Ambulance Authority	Commissioner Fealy	
26 <sup>th</sup> Judicial Circuit Community Corrections	Commissioner Fealy	
Lewis County Convention & Visitors Bureau	Commissioner Boyle	
Lewis County 911 Advisory Board	Commissioner Boyle	
Lewis County Fire Board	Commissioner Boyle	
Lewis Upshur Local Emergency Planning Committee	Cindy Whetsell, Administrator	
Lewis County Economic Development Authority	Commissioner Queen	
Lewis County Safe Sites and Structures	Commissioner Boyle	
Lewis County Park Board	Commissioner Queen	
Region VII Planning & Development Council	Commissioner Queen	
Central WV Community Action	Cindy Whetsell, Administrator	
WVU Extension Service	Commissioner Queen	
Region VI Workforce Investment Board	Commissioner Fealy	
Lewis County Planning Commission	Cindy Whetsell, Administrator	

Any Commissioner may attend the following:  
 Lewis County Firefighters Association  
 Lewis Gilmer Solid Waste  
 Lewis County REAP

OATH OF OFFICE AND CERTIFICATE

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STATE OF WEST VIRGINIA

COUNTY OF LEWIS TO-WIT

*I, P. Wayne Ammons, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties as a*

*Lewis County Deputy Assessor*

*to the best of my skill and judgment SO HELP ME GOD.*

*Signature of Affiant*

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*P. Wayne Ammons*

*Subscribed and sworn to before me, in said County and State, this 4<sup>th</sup> day of January, 2016.*

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*President Lewis County Commission*

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*ATTEST: Cynthia S. Rowan  
Lewis County Clerk*

## AGREEMENT

**THIS AGREEMENT** entered into this 4<sup>th</sup> day of January, 2016, by and between the **COUNTY COMMISSION OF LEWIS COUNTY, WEST VIRGINIA**, hereinafter referred to as **COUNTY**; the **SHERIFF OF LEWIS COUNTY, WEST VIRGINIA**, hereinafter referred to as **SHERIFF** and Abraham J. Hummel, hereinafter referred to as **DEPUTY**.

**WHEREAS**, the **DEPUTY** has been recently hired as a Deputy Sheriff for Lewis County, West Virginia and

**WHEREAS**, the **DEPUTY** has not yet been certified but will be required to attend and complete training at the West Virginia State Police Academy in order to achieve certification as a police officer, and

**WHEREAS**, the parties desire to reduce to writing certain reimbursement provisions of the **DEPUTY'S** employment arrangement.

**NOW THEREFORE WITNESSETH**, that for and in consideration of the promises and conditions herein set forth, the parties do agree as follows:

1. The **SHERIFF** shall make the necessary arrangements to schedule the **DEPUTY** to attend the soonest possible training course provided by the West Virginia State Police Academy in order to achieve certification as a police officer in this State.
2. The **DEPUTY** agrees to attend said training when scheduled and to successfully complete the course of training and to acquire the necessary certification. The **DEPUTY** understands and agrees that successful completion of the training program and achievement of certification are a critical aspect of the employment of the **DEPUTY**. In fact, if the **DEPUTY** does not complete the training and achieve certification his/her employment would be terminated

since certification is required by State Law in order for the **DEPUTY** to continue to serve as a police officer.

3. During the period of time that the **DEPUTY** will be attending said training academy, the **COUNTY** agrees to pay to the **DEPUTY** the salary as established for a non-certified deputy by the **COUNTY**; any benefits directly connected to said salary as provided in the personnel policies of the **COUNTY** or applicable Civil Service Rules; tuition and fees for said Academy; and travel expenses directly related to attendance at the Academy.
4. The **DEPUTY** agrees that he/she will successfully complete the training program and will achieve certification as a law enforcement officer in West Virginia.
5. The **DEPUTY** further agrees that he/she will continue employment as a **DEPUTY** for the **COUNTY** for a period of at least one year following his/her completion of the training program and his/her certification as a police officer.
6. The **DEPUTY** agrees that should he/she quit the program before completion of the certification or fail to achieve certification, then in that event he/she shall reimburse the **COUNTY** for all expenses incurred by the **COUNTY** of the total compensation including, but not limit to for wages, benefits, tuition, fees, and travel expenses during the training process. Further, in accordance with the provisions of West Virginia Code §30-29-8, if the **DEPUTY** for the **COUNTY** voluntarily discontinues employment prior to one year after he/she has achieved certification, then in that event he/she shall reimburse the **COUNTY** for the pro rata portion of the wages, benefits, tuition, fees and expenses incurred equal to that part of such year that he/she has chosen not to remain employed as a deputy sheriff for the **COUNTY**.
7. The **DEPUTY** agrees that the reimbursements set forth in Paragraph 6 above shall be paid in full no later than six months following the discontinuation of employment as a **DEPUTY**.

8. All of the parties hereto understand and agree that this is the total agreement with regard to the issue of reimbursement of training expenses related to the initial achievement of certification as a police officer in this State.

**AGREED** to this the 4<sup>th</sup> day of January 2016.

**COUNTY COMMISSION of LEWIS  
COUNTY, WEST VIRGINIA**

\_\_\_\_\_  
**DEPUTY**

**BY** \_\_\_\_\_  
**PRESIDENT, Lewis County Commission**

\_\_\_\_\_  
**COMMISSIONER of Lewis County**

\_\_\_\_\_  
**COMMISSIONER of Lewis County**

**BY** \_\_\_\_\_  
**SHERIFF, Lewis County**

OATH OF OFFICE AND CERTIFICATE

---

STATE OF WEST VIRGINIA

COUNTY OF LEWIS TO-WIT

*I, Abraham J. Hummel, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties as a*

*Lewis County Deputy Sheriff*

*to the best of my skill and judgment SO HELP ME GOD.*

*Signature of Affiant*

---

*Abraham J. Hummel*

*Subscribed and sworn to before me, in said County and State, this 4<sup>th</sup> day of January, 2016.*

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*President Lewis County Commission*

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*ATTEST: Cynthia S. Rowan  
Lewis County Clerk*

OATH OF OFFICE AND CERTIFICATE

---

STATE OF WEST VIRGINIA

COUNTY OF LEWIS TO-WIT

*I, Michael Franklin, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties as a part time*

*Lewis County Court Security Officer*

*to the best of my skill and judgment SO HELP ME GOD.*

*Signature of Affiant*

---

*Michael Franklin*

*Subscribed and sworn to before me, in said County and State, this 4<sup>th</sup> day of January, 2016.*

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*President Lewis County Commission*

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*ATTEST: Cynthia S. Rowan  
Lewis County Clerk*



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin  
Governor

Paul A. Mattox, Jr., P. E.  
Secretary of Transportation/  
Commissioner of Highways

December 14, 2015

**To Whom It May Concern:**

The Statewide Transportation Improvement Program (STIP) is a financially constrained document required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures, over the next four years. This letter has been sent to inform you that a draft copy of the 2016-2021 STIP has been made available for public comment. A copy of the document may be viewed and/or downloaded on the web at [www.go.wv.gov/dotcomment](http://www.go.wv.gov/dotcomment). If you cannot access the web and would like to receive a copy of the document, you may send a request to the address below.

All written comments are to be received no later than January 30, 2016, and should be mailed to:

Mr. Ryland W. Musick, P. E.  
Director  
Programming Division  
West Virginia Division of Highways  
Building 5, Room A-430  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305-0430

Thank you for your assistance in the matter, your efforts are indeed appreciated. Should you have any questions, please contact Ms. Eva Melancon, Program Development Unit Leader within our Programming Division, at (304) 558-9611.

Very truly yours,

  
Robert L. Pennington, P. E.  
Deputy State Highway Engineer –  
Programming and Planning

RLP:MI

Attachment

cc: Mr. Jason Workman, Federal Highway Administration- w/o attachment  
Ms. Michele DeAngelis, Federal Transit Administration- w/o attachment  
Ms. Kathleen Zubrzycki, Federal Transit Administration- w/o attachment



# STATE OF WEST VIRGINIA

Department of Revenue  
State Tax Department

Earl Ray Tomblin  
Governor

Mark W. Matkovich  
State Tax Commissioner

December 21, 2015

ALL COUNTY COMMISSIONS  
ALL MUNICIPALITIES  
ALL COUNTY BOARDS OF EDUCATION  
STATE OF WEST VIRGINIA

West Virginia Code § 11-1C-8, as amended in 1998, authorizes the assessor to receive up to 2% of the previous year's projected tax collections. This money is to be used for the purpose of maintaining current valuations and performing periodic reevaluation of property.

In order to receive these funds, the assessor is required to prepare a budget detailing the proposed use of the money and submit the budget to the Property Valuation Training and Procedures Commission (PVC) by December 15<sup>th</sup> of each year. In addition, West Virginia Code § 11-1C-8 requires that a copy of the projected budget and justification is to be sent to the county commission, board of education, and all municipalities in the county. The PVC has directed the Property Tax Division to provide each entity with a copy of their assessor's proposed budget and justification. As of the date of this letter, neither the Property Tax Division nor the State Auditor's Office has reviewed the enclosed budget request. The levying body may present written evidence showing that a lesser amount than the amount requested by the assessor would be adequate. Written evidence to this effect should be submitted to the Property Tax Division on or before January 15, 2016. This information may be faxed to our office at 304-558-1843.

The PVC will meet January 20 - 21, 2016, and during that time will review the Proposed Budget Document. Prior to January 31, 2016, the PVC must approve a percent that the assessor will receive from your property tax levies for the upcoming fiscal year.

After the PVC has approved a percent for each county assessor, the percent will be certified to the State Auditor's Office. Each county sheriff and levying body will be notified of the amount due from his or her property tax levies for the 2016-2017 Fiscal Year. The percent so certified should be used to calculate the property tax levy rate and to complete the levy page of the entity's budget.

If you have any questions or need clarification regarding the enclosed budget request, you may contact your county assessor or me at 304-558-0792.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Amburgey".

Jeff Amburgey, Chairman  
Property Valuation Training and Procedures Commission

JA/aj  
Enclosure

PROPERTY VALUATION TRAINING  
AND PROCEDURES COMMISSION

Pursuant to West Virginia Code § 11-1C-8 (b)

Budget Documentation in Support  
of Request for Valuation Funds

PROPOSED VALUATION FUND BUDGET

Lewis COUNTY, WEST VIRGINIA

Fiscal Year 2016 - 2017

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**RECEIVED**

DEC 18 2015

State Tax Department  
Property Tax Division

PROJECTED REVENUE - VALUATION FUND  
FISCAL YEAR 2016 - 2017

I. FUND BALANCES PROJECTED TO BE CARRIED FORWARD ON JULY 1 OF THE FISCAL

A. PROJECTED FUND BALANCE AS OF July 1, 2016

(299)	Checking Account Balance June 30, 2016	<u>\$90,000</u>
(299)	Money Market Account	<u>\$0</u>
(299)	Certificates of Deposit	<u>\$0</u>

B. OTHER AMOUNTS OWED VALUATION FUND

(336)	Projected Map Sales Revenue July 1, 2016 to June 30, 2017	<u>\$1,100</u>
(365)	Projected Interest Earned July 1, 2016 to June 30, 2017	<u>\$220</u>

SUBTOTAL: PROJECTED FUND BALANCE AND OTHER REVENUES	<u>\$91,320</u>
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II. PROJECTED PROCEEDS FROM THE REGULAR LEVY

	PROJECTED TAX PROCEEDS FY 2016 - 2017	PERCENT* OF LEVY REQUESTED: <u>2.00%</u> (PERCENT)
(380)	COUNTY COMMISSION	<u>\$4,560,612</u> <u>\$91,212</u>
(380)	SCHOOL BOARD	<u>\$6,187,124</u> <u>\$123,742</u>
(380)	COUNTY MUNICIPALITIES	<u>\$430,905</u> <u>\$8,618</u>
	TOTAL	<u>\$11,178,641</u>

(380) SUBTOTAL: REVENUE PROJECTED FROM LEVY	<u>\$223,572</u>
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GRAND TOTAL OF REVENUES "I" & "II"	<u>\$314,892</u>
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\* Percent of levy requested may not exceed two percent (2%).

*(See page 7)*



PROJECTED EXPENDITURE SCHEDULE - VALUATION FUND (cont.)  
FISCAL YEAR 2016 - 2017

Object No.	ASSESSOR CAPITAL PROJECTS	Valuation Fund	
		Projected FY 16-17	Budgeted FY 15-16
(966)	GIS CAPITAL PROJECT	\$0	\$0
(977)	OTHER CAPITAL PROJECTS	\$0	\$0
	PLEASE DESCRIBE:		
1	\$ _____ for _____		
2	\$ _____ for _____		
3	\$ _____ for _____		

**SUBTOTAL: CAPITAL PROJECTS**

**\$0**

**\$0**

## JUSTIFICATION

I am respectfully submitting my 2016-2017 Valuation Fund Budget. I am fully aware that the intent of the Val Fund is not to save money. I have been trying to implement programs and systems in my office that will utilize the Val Money for the intended purpose.

We have completed our new offices from the past Assessor Val Budget and we will be looking to add Office Furnishings, Computers, Copiers, etc. Therefore you will see a larger sum placed into Capital Outlay.

With the increased office space it has gave us the capability of expanding personnel in our office. Currently I am waiting approval of additional employee to replace one from retirement at the end of this year. In July, I would like to add for an additional employee and in January of 2017 I would like to add another Data Collector these have been reflected in the new budget.

Salaries have been adjusted to match each person to where they should be. Multipliers for FICA and Retirement were also calculated correctly along with the correct method to cover Group Insurance (I figured this at the Maximum Amount) along with Dental and Vision, This will represent the reason for the increase to Group Insurance coded (105).

I thank you for your consideration on my 2016-2017 budget requests.



# Lewis County Convention & Visitors Bureau Minutes

December 1, 2015 @ 5:30 p.m. at CVB Office

**In Attendance:** Dean Hardman, Susan Bentley, Ron McVaney, Rebecca Jordan Gleason, Jim Lambert, Glenn Haan, Pat Boyle, Barb McVaney, Kim Geer and Chris Richards.

**Absent:** Kathy Fealy and Glenn Haan.

**Meeting:**

- I. **Meeting called to order** by Rebecca. A quorum was present.
- II. **Minutes:** October minutes were approved as written. (Dean/Jim)
- III. **Financial Report:** Reports were given to members for review. (Dean/Chip)
- IV. **Executive Directors Report:** Written report was approved. (Chip/Susan)

**Old Business:**

- I. The Board heard up-dated information on obtaining health insurance for Chris and Kim. The CVB will not be able to participate in PEIA so the only other course of action would be Obama Care or a policy through a private insurance agent as suggested by board members. The Staff was asked to get quotes from our current insurance agent at Garton Insurance for a possible policy and to then email all the information to the board members so that they could review before the 15<sup>th</sup> of the month. Then the members would decide if they needed to call an emergency meeting to review the policies as they really did not want to go through Obama Care.
- II. The board then had discussion about the upcoming Annual Meeting and election. After much discussion the motion was made to place 5 persons on the ballot to run for the three available one year seats and a possible date for the Annual Meeting was to be mailed to the board for review. (Dean/Jim)

**New Business:**

- I. The Board heard an update on the break in that happened at the office and on the new security system that was installed.
- II. Jim addressed the Board to review his partnership request which was not heard before the event due to a lack of a meeting in November for which he had already received 500.00 for and asked for the remaining amount to be rewarded as well since he followed the guidelines. The motion was made for up to 2000.00 to be put towards the WDTV invoice. (Dean/Ron)
- III. Dean was given Jim's proxy for the next three months as he will be going to FL.
- IV. The Board had Chris's comment spot and she had no comment.

**Meeting adjourned at approximately 6:37 p.m.**

**The next meeting will be on Tuesday October 6, 2015 at the LCCVB Office.**

***Lewis County Convention and Visitors Bureau***

**A Certified West Virginia CVB**

499 US Highway 33 East Weston, WV 26452

304-269-7328

304-269-3271 fax

1-800-296-7329

[lewiscountycvb.com](http://lewiscountycvb.com)

or

[www.stonewallcountry.com](http://www.stonewallcountry.com)



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## **January 5, 2016 Agenda**

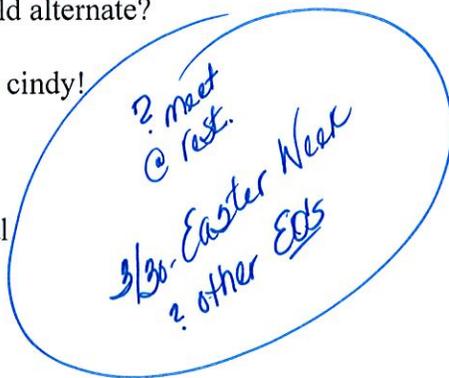
1. Call to Order- establish quorum
2. Minutes
3. Financial Report
4. Executive Directors Report
5. Old Business:
  - a. Annual meeting/election update.
6. New Business:
  - a. Travel Show Partnerships.
  - b. Chris's comment spot.
7. Adjournment.

The next CVB Board of Directors meeting will be on Tuesday  
Feb. 2, 2016 @ 5:30 p.m. at the Lewis County CVB Office.

**Subject:** possible dates for meetings  
**From:** Julia Spelsberg (jspelsberg@stonewallhospital.net)  
**To:** cindywhetsell@yahoo.com;  
**Date:** Wednesday, December 16, 2015 9:14 AM

March 30, June 29, August 31, and November 30 are the fifth Wednesday of 2016. Perhaps it would be best if we had it at 6 p.m. to accommodate everyone...where would you like to meet? do you want to create the agenda, or us, or we could alternate?  
it would be a work session, correct?  
look forward to this...thanks a bunch cindy!  
julia

Julia Spelsberg  
Stonewall Jackson Memorial Hospital  
230 Hospital Plaza  
Weston, WV 26452  
Phone 304-269-8167  
Fax 304-269-8090



Stay Happy and Healthy  
jspelsberg@stonewallhospital.net

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This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.



702 North Main Avenue • Weston, WV 26452 • 304-269-2774 • www.mountainstatewaste.com

December, 11<sup>th</sup>, 2015

Dear Valued Customer,

Hello, my name is J. P. Phillips and I am the Vice President and General Manager of Mountain State Waste. I would like to take a moment to reach out to our commercial customers and remind them of how much we appreciate their business. Many of you have been long time customers of our predecessors, Weston Transfer and Jack's Septic Service, and I want thank you for your patience through the transition to Mountain State Waste. It has been a little over 18 months since we took over the business and we have been very busy making improvements. Some improvements you may have noticed such as new trucks and containers and some you may have not noticed like software and phone system upgrades.

As things begin to settle down for us we are undertaking the task to verify and updating all the contact and service information that we have for our commercial customers. It is very important that we have updated contact information so that if we ever need to contact you we have that information at our fingertips.

To help us verify the information that we have on file, I have enclosed a service agreement that contains your:

1. **Service Information**
  - a. Type of Service, Container Size, Number of Container, and Service Days
2. **Contact information**
  - a. Company Name, Contact Name, Service Address, Billing Address, Phone Number, Fax Number and Email
3. **Pricing Information**
  - a. What you are paying for the service.

\*\*\*\**The price of your service **IS NOT CHANGING.** We are verifying and updating information and providing you with a list of the services that we provide and how much you are paying for those services\*\*\*\**

## What to do:

1. If everything is correct on the enclosed service agreement please sign it and send it back to us in the enclosed postage paid envelope
2. If you have updated information for us, please contact our office and ask for one of the two people below and they can make the necessary changes for you.

Lois Linger – (304) 269-2776

Tom Rowsey – (304) 269-2776

Thank you for your business and thank you for your help with this project. I am available if you have any questions or concerns.

Sincerely,

James P. Phillips  
Vice President/General Manager



mountain state waste

www.mountainstatewaste.com

Phone: 304-269-2776

Fax: 304-269-1353

**TYPE OF SERVICE SUPPLIED**

LOOSE PICK UP  FRONT END  BEAR LOAD  COMPACTOR  ROLL-OFF

**CONTAINER DESCRIPTION**

Loose Yards Per Pickup \_\_\_\_\_  
 Number of Containers 1  
 Container 4 yd head  
 Size of Container \_\_\_\_\_  
 Type of Material  
 MSW  RECYCLE  
 MSW  RECYCLE  
 MSW  RECYCLE  
 MSW  RECYCLE  
 OPEN TOP

**RECYCLING SERVICE**

SINGLE STREAM  CORRUGATED  COMINGLE  NONE

**DAYS SERVICES WILL BE SUPPLIED**

**Refuse**  
 MONDAY  
 TUESDAY  
 WEDNESDAY  
 THURSDAY  
 FRIDAY  
 SATURDAY  
 ON CALL - DAY \_\_\_\_\_  
 OTHER \_\_\_\_\_

**Recycling**  
 MONDAY  
 TUESDAY  
 WEDNESDAY  
 THURSDAY  
 FRIDAY  
 SATURDAY  
 ON CALL - DAY \_\_\_\_\_  
 OTHER \_\_\_\_\_

**CONTACT INFORMATION**

LEWIS COUNTY COMMISSION PO BOX 466  
**ACCOUNT NAME** BILLING ADDRESS WESTON, WV 264520466  
**CONTACT NAME** CITY/STATE/ZIP WESTON, WV 264520466  
 304 269-8200 LEWIS CO COMMISSION  
**PHONE NUMBER** SERVICE ADDRESS WESTON, WV 264520466  
 OTHER NUMBER CITY/STATE/ZIP  
**FAX NUMBER** EMAIL

702 N Main Ave • PO Box 386 • Weston, WV 26452

**COLLECTION AND DISPOSAL SERVICE AGREEMENT**

NEW CONTRACT  RENEWAL  SERVICE INCREASE  SERVICE DECREASE  OTHER

SERVICE TO BEGIN	11/01/2015	CONTRACT TERM	1 Year
MONTHLY REFUSE CHARGE	<u>339 41 Plus Fees</u>	MONTHLY RECYCLING CHARGE	
EQUIPMENT RENTAL		RATE PER HAUL	RATE PER TON
ROLL OFF FLAT RATE		TONS INCLUDED	OVERAGE RATE/TON

- AGREEMENT FOR SERVICE:** During the term of this Agreement, Contractor shall supply to the Customer all of Customer's needs for refuse and recyclable materials removal service (hereinafter the "Service"). The description of Service, as described above, may change based on Customer's needs, in which case adjustments will be made at prevailing prices subject to the approval of Contractor. The Service shall, at all times, be a minimum service of a 2-yard container picked up once per week. Changes to the initial description of the Service need not be made in writing prior to the change of Service to be effective but may be memorialized by Contractor on subsequent invoicing after the change of Service is requested by Customer.
- MONTHLY SERVICE CHARGE:** Customer shall pay a monthly service charge ("Monthly Service Charge") for the Service. The Monthly Service Charge shall be at the rate reflected on this Agreement, together with applicable taxes. Customer agrees that Contractor may charge a one-time 10% percent interest penalty for any invoices 30 days or more past due. It is further understood that this Agreement is commercial in nature and does not constitute a consumer agreement. If there is an interruption of service because of holidays, breakdown or "stop service" orders issued because of nonpayment or late payment, Customer agrees to pay the full contract price, provided the Contractor takes away all refuse when Service resumes.
- CHANGES IN MONTHLY SERVICE CHARGE:** Contractor reserves the right to increase the Monthly Service Charge for: 1) any increase in disposal, fuel or transportation costs due to uncontrollable circumstances; 2) changes in local, state or federal laws or regulations; 3) imposition of taxes, fees or surcharges; 3) acts of God such as floods, fires, or natural disasters; or 4) strikes, lockouts, or other industrial disturbances, wars, blackouts, riots, arrests, explosions, fires, accidents to machinery, or any other cause not within the control of Contractor. Customer shall not have the right to terminate this Agreement because of an increased cost rate adjustment described immediately before in this paragraph. Additionally, Contractor reserves the right to increase the Monthly Service Charge at any time for any reason not stated above by giving Customer sixty (60) days prior written notice, provided, in the event Customer refuses to accept any such increase, Customer reserves the right to terminate this Agreement by giving Contractor thirty (30) days written notice of termination prior to the effective date of the increase. Time shall be of the essence for the notice provision in this paragraph.
- DAMAGES AND INJURIES:** Contractor is not responsible for damages caused by or personal injury to the Customer or its employees, agents, or invitees while loading or unloading refuse into the property of Contractor or while otherwise using any property of Contractor, Customer or causes injury or damage while loading or unloading refuse into the property of Contractor or while otherwise using any property of Contractor.
- TERMINATION OF AGREEMENT BY CUSTOMER:** The parties agree that, unless the Customer notifies the Contractor that it no longer wishes to use the services of Contractor in writing by certified mail not less than sixty (60) days prior to the date that service is to terminate under this Agreement, or under any automatic renewal term, the term of this Agreement shall automatically be renewed annually. The Monthly Service Charge shall be subject to an annual adjustment for every additional year, using the Washington/Baltimore (DC-MD-VA-WV) Consumer Price Index as the basis for the increase. If Customer no longer requires any collection and disposal services for its refuse through discontinuance of its business or relocation outside the area in which Contractor provides collection service, Customer may terminate this agreement upon written notice to Contractor at least thirty (30) days prior to the intended termination date and upon payment of all amounts due to Contractor. It is specifically agreed that time is of the essence with regard to the notice provisions in this paragraph.
- DAMAGES FOR TERMINATION OF AGREEMENT:** In the event Customer terminates this Agreement without cause, Customer agrees to pay to Contractor as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay the average of its most recent six monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay the average of its most recent six monthly charges multiplied by the number of months remaining in the term. Customer acknowledges that in the event of a termination without cause, the anticipated loss to Contractor is estimated to be in the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay Contractor all amounts due under this Agreement, or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action including reasonable attorneys' fees.
- RIGHT OF FIRST REFUSAL:** Customer agrees that on the termination of this Agreement, it will provide to Contractor written notice of any offer which Customer receives relating to the removal of Customer's refuse. Customer hereby grants to Contractor the right to match the terms of such written offer within ten (10) days of receipt of the notification, in which case Customer shall agree to continue with Contractor as its refuse and recycling provider under the matched terms.

**THIS AGREEMENT SHALL CONTINUE FOR A PERIOD WITHIN THE DATES MENTIONED HEREIN ABOVE SUBJECT TO THE TERMS ABOVE AND ON THE REVERSE HEREOF.**  
**TERMS: NET PAYABLE UPON RECEIPT OF INVOICE**

ACCEPTED BY:

MOUNTAIN STATE WASTE REPRESENTATIVE

PRINT NAME

James P. Phillips

PRINT NAME

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

General Manager

DATE

10/20/15

DATE