

COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston, WV 26452
Phone: (304)269-8200
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Email: lcommission@lewiscountywv.org
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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, March 28, 2016**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

- 1. 10:00 AM Call Meeting to Order** (*action required*)
- 2. 10:05 AM T. Chad Kelley, Lewis County Assessor**
RE: Exonerations, Consolidations, Apportionments
Draft copies will be available for review upon request
Thursday, March 24, 2016. (*Action required*)

APPOINTMENTS

- 3. 10:10 AM Sgt. Michael Cayton**
RE: Fiscal year 2016-2017 Prevention Resource Officer Grant Application.
This grant is in the amount of \$20,000.00. It requires a match of \$6,667.00. Funds will assist to offset the costs of the Prevention Resource Officer at Lewis County High School. This is a joint venture between the Lewis County Commission and the Lewis County Board of Education.
(*action required*)
- 4. 10:20 AM Marsha Boyles**
RE: Fiscal year 2016-2017 Victims of Crime Advocate Grant Application.
This grant is in the amount of \$35,865.00 and requires a match of \$8,966.00. Funds will be used to offset the costs for the salary of the Victims of Crime Advocate. (*action required*)

CORRESPONDENCE

- 4. Upshur County Commission Meeting Agenda ;** Upshur County Commission Meeting Agenda for Thursday, March 24th, 2016. (*information only*)
- 5. Lewis County 911 Subscriber Fee Monthly Remittance from Vonage:**
Remittance for February 2016 in the amount of \$19.25 for 911 Subscriber Fees from Vonage. (*information only*)
- 6. Lewis County 911 Subscriber Fee Monthly Remittance from BullsEye Telecom:**
Remittance for February 2016 in the amount of \$5.25 for 911 Subscriber Fees from BullsEye Telecom. (*information only*)
- 7. Jane Lew Public Service District Meeting Minutes:** Minutes of the Regular Meeting of the Jane Lew Public District Meeting for February 11, 2016. (*information only*)

BUSINESS

- 8. Boards and Committee(s) Reports:** Reports from Commissioners for any board(s) or Committee(s) meetings attended including: Work Session with the City of Weston; Jane Lew Neighborhood Watch; Chamber of Commerce Luncheon. *(information only)*
- 9. Approval and Signature on Small Cities Block Grant Resolution:** Approval and Signature on Small Cities Block Grant Resolution to accept all terms and conditions of the contract with the West Virginia Development Office for the purpose of the Fiscal Year 2016 Small Cities Block Grant for Construction and Administration of Northwest Lewis County Waterline Extension Project #14SCBG0001 for \$1,500,000.00.
(action required)
- 10. 2016-2017 Court Security Grant Application:** Grant application for the 2016-17 Court Security Grant in the amount of \$20,675.85. This grant does not require a match. Funds will be used to allow video monitoring of the cameras in the Lewis County Judicial Annex at the Lewis Gilmer Emergency 911 Center. This will provide 24/7 video and assist if there is an incident where security personnel must respond. *(action required)*
- 11. Fair Housing Month Resolution:** Approval and Signature of Lewis County Fair Housing Resolution declaring April 2016 as Fair Housing Month in Lewis County. *(action required)*
- 12. Northwest Lewis Water Extension Request for Disbursement of Funds:** Northwest Lewis Water Line Extension Project-Small Cities Block Grant Project #14SCBG0001, request for funds in the amount of \$25,288.80 for engineering fees *(action required)*
- 13. Lewis-Gilmer Emergency 911 Dispatch Agreement:** Approval and Signature on the contract for Lewis-Gilmer Emergency 911 Dispatch Services for the City of Weston for the 2016-2017 Fiscal Year *(action required)*
- 14. Work Session Action Items:** During the March 14 and 15, 2016 work session the county commission discussed some items they would like to address for implementation. Consideration will be given to the following: 1) space heaters will not be allowed; 2) temperature in all offices will be set at a limit of 72 degrees for air conditioning and 70 degrees for heat; 3) the sally port door of the annex is not for foot traffic; 4) key cards access will be amended to limit access to buildings to only the employees working in those facilities; 5) renovations for the expansion of the county clerk's offices on the first floor of the historic courthouse. *(action required)*
- 15. Lewis County Economic Development Authority Report:** Report of activities of the Lewis County Economic Development Authority by Director Mike Herron.
(information only)
- 16. Timesheets and Leave Requests** *(action required)*
Garry DeMoss Friday April 1, 2016 Annual Leave

ACTIONS, ORDERS AND PAYMENT OF EXPENDITURES:

- 17. 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 Thursday, March 24, 2016 *(action required)*
- 18. Presentation by County Clerk of the Orders of Prior Meeting(s) for consideration:** Draft copies will be available for review upon request Thursday, March 24, 2016
(action required)
- 19. Expenses for the current period presented for consideration of payment:** Draft copies will be available for review upon request Thursday, March 10, 2016
(action required)

ADJOURNMENT:

20. 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.*

Upshur County Commission Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: March 24, 2016

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• March 17, 2016

9:15 a.m. Ron Watson, Harrison County Commission President, discussion regarding direct flights from the North Central West Virginia Regional Airport to larger cities.

Items for Discussion / Action / Approval:

1. Approval and signature of FY 16 Court Security Grant Application, Resolution and Assurances, in the amount of \$31,350 for additional security cameras, card readers and secure office entrances.
2. Approval and signature of the FY 2016 Victim of Crime Act (VOCA) Victim Assistance Grant, and Conditions and Assurances, in the amount of \$33,245 for victim advocate services.
3. Approval and signature of a Resolution declaring April, 2016 as Fair Housing Month.
4. Approval and signature of a letter to Ernest George, Fire Chief of the Coalton Volunteer Fire Department, requesting reconsideration of current procedures for responding to medical emergencies for Randolph County residents in Ellamore.
5. Approval and signature of Certificate of Recognition of Patrick Ray Light on his achievement in attaining the rank of Eagle Scout.
6. Approval and signature of the Service Contract between Valley Business Systems and the Upshur County Commission for the color copier in the Sheriff's office in the amount of \$1,750.00. This includes everything except paper and staples. This contract is effective 11/01/2015 to 10/31/2017.
7. Approval and signature of Groundskeeper Contract between Philip Stanton, DBA Stanton Mowing Service, and the Upshur County Commission in the amount of \$14,235.00, effective March 30, 2016 to on or around September 30, 2016, depending on the weather.
8. Approval and signature of Upshur County 2016 – 2017 fiscal year budget.
9. Discussion regarding Architectural/Engineering Services for the repair /replacement of a portion of the pressed metal shingle roof and the tuck–point repair of two brick chimneys and approval of a firm to begin negotiations with. Qualifications were opened on February 25, 2016, and interviews were held on March 17, 2016.

10. Announcement of Claws & Whiskers Rescue Foundation's 2nd Annual Bingo fundraiser on April 3, 2016, for the Lewis Upshur Animal Control Facility. The Foundation is requesting the Commission donate daily pool passes to help fill their "Fun in the Summer" purse at this event.
11. Approval of Application for Donated Leave.
12. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, 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. Correspondence from the West Virginia Development Office regarding the Governor's proclamation of April 2015 as Fair Housing Month for the State of West Virginia and encouragement for the Upshur County Commission to do the same.
2. Agendas and/or Notice of Meetings:
3. Meeting Minutes:
 - Adrian Public Service District February 11, 2016
4. Meetings:
 - 03/01/16 5:30 p.m. Elkins Road PSD
 - 03/01/16 6:00 p.m. Hodgesville PSD
 - 03/03/16 7:00 p.m. Banks District VFD
 - 03/03/16 7:00 p.m. Selbyville VFD
 - 03/08/16 6:00 p.m. Buckhannon River Watershed Association
 - 03/08/16 7:30 p.m. Adrian VFD
 - 03/09/16 7:00 a.m. Upshur County Development Authority – Executive Board Meeting
 - 03/09/16 6:00 p.m. Buckhannon-Upshur Board of Health
 - 03/09/16 12:00 p.m. Upshur County Senior Center Board
 - 03/09/16 1:30 p.m. Upshur County Conventions & Visitors Bureau – UCDA Office
 - 03/09/16 6:00 p.m. Upshur County Citizens Corp - CERT
 - 03/09/16 7:30 p.m. Warren District VFD
 - 03/10/16 1:00 p.m. Adrian PSD
 - 03/10/16 3:00 p.m. Tennerton PSD
 - 03/10/16 4:00 p.m. Upshur County Safe Sites & Structures Ordinance Board
 - 03/10/16 7:30 p.m. Buckhannon VFD
 - 03/10/16 4:00 p.m. Buckhannon Upshur Airport Authority–meeting held at Airport
 - 03/14/16 12:00 p.m. Upshur County Family Resource Network
 - 03/14/16 4:30 p.m. Upshur County Solid Waste Authority
 - 03/14/16 6:00 p.m. Buckhannon-Upshur Recreational Park Advisory Board
 - 03/14/16 6:00 p.m. Lewis-Upshur Community Corrections Board -- Lewis County
 - 03/15/16 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development

- 03/15/16 6:30 p.m. Upshur County Fire Board
- 03/15/16 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 03/16/16 7:00 p.m. Ellamore VFD
- 03/16/16 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 03/20/16 6:30 p.m. Upshur County Youth Camp Board
- 03/20/16 6:00 p.m. Washington District VFD
- 03/21/16 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 03/22/16 4:00 p.m. Upshur County Public Library Board
- 03/23/16 7:00 a.m. Upshur County Development Authority
- 03/23/16 10:00 a.m. James W. Curry Advisory Board
- 03/24/16 4:00 p.m. Upshur County Farmland Protection Board
- 03/28/16 10:00 a.m. Mountain CAP of West Virginia, CDC
- TBA 6:00 p.m. Upshur County Fire Fighters Association

5. Appointments Needed or Upcoming:

- Upshur County Fire Board (Vacant Position – 6-30-16) --- 1st District Community Representative
- Upshur County Farmland Preservation Board (Vacant Position – 06-30-15) – At large – Non Farming

Tabled Items

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

1. Approval and adoption of the Substance Abuse and Testing Policy of Upshur County E911 Communication Center

Next Regular Meeting of the Upshur County Commission
 March 31, 2016 --- 9:00 a.m.
 Upshur County Courthouse Annex

Company Name:

Vonage Business Solutions, Inc. c/o Avalara, Inc. (FKA EZtax Services)
8675 W. 96th Street
Suite 220
Overland Park, KS 66212-3382

Acct / FEIN: 770704688

Phone #: (913) 859-9674

Fax #: (913) 548-4210

E911 Tax Remittance Form

Lewis County Commission

110 Center Avenue

Weston, WV 26452

Reporting Period: 02/01/16 - 02/29/16

Return Due: 03/30/16

Number of Lines	11
Exempt Lines	0
Taxable Lines	11
Rate or Charge Per Line	1.7500
Gross Surcharge Amount	19.25
Administrative Fee Allowed	0.00
Credits	0.00
Penalty	0.00
Interest	0.00
Remittance	19.25

Signed: Kirsten Felgate

Name & Title: Kirsten Felgate, Sr Tax Compliance Analyst

Date: 03/10/16

I hereby declare that all information provided herein is true, complete, and accurate to the best of my knowledge.

Company Name:

BullsEye Telecom c/o Avalara, Inc. (FKA EZtax Services)
8675 W. 96th Street
Suite 220
Overland Park, KS 66212-3382

Acct / FEIN: 383532242

Phone #: (913) 859-9674

Fax #: (913) 548-4210

E911 Tax Remittance Form

Lewis County Commission

110 Center Avenue

Weston, WV 26452

Reporting Period: 02/01/16 - 02/29/16

Return Due: 03/30/16

Number of Lines	3
Exempt Lines	0
Taxable Lines	3
Rate or Charge Per Line	1.7500
Gross Surcharge Amount	5.25
Administrative Fee Allowed	0.00
Credits	0.00
Penalty	0.00
Interest	0.00
Remittance	5.25

Signed: *Julie Gladstone*

Name & Title: Julie Gladstone Lau, Tax Compliance Analyst

Date: 03/11/16

I hereby declare that all information provided herein is true, complete, and accurate to the best of my knowledge.

Minutes of Jane Lew Public Service District

Regular Meeting February 11, 2016

Present: Oscar R. Mills (Chairman); Elaine B. Flaxer (Secretary); Thomas E. Bailey; Nancy E. Gee (General Manager)
Guests: Doug Forni, P.E. (Thrasher Engineer); Bertis McCarty (WVRWA Circuit Rider)
Absent:

1. **Call to Order:** At the request of Chairman Mills, the meeting was presided over by Elaine Flaxer. It was called to order by Flaxer at 4:00 p.m. in the Conference Room of the Jane Lew PSD Office, 70 Park Avenue, Jane Lew WV.

2. **Minutes: MOTION:** (Bailey/Mills) to approve attached Minutes of 01/14/16 regular meeting. [Carried Unanimously]

3. General Manager's January Reports (Gee)

A. WATER:

1. Water Bills (Attached)

MOTION: (Flaxer/Bailey) to ratify payment of attached listed water invoices for January 2016. [Carried Unanimously]

2. Water Treasury Report (Attached)

MOTION: (Bailey/Mills) to approve attached Water Treasury Report for January 2016. [Carried Unanimously]

3. Water Adjustments Report (Attached)

MOTION: (Bailey/Mills) to approve attached Water Adjustments Report for January 2016. [Carried Unanimously]

4. Water Purchase, Sales & Loss Report (Attached) – 9% *unaccounted loss, actual*

MOTION: (Flaxer/Bailey) to approve attached Water Purchase, Sales & Loss Report for January 2016. [Carried Unanimously]

5. Water Preventive Maintenance Report

- a) Lines -
- b) Fire hydrants [57] -
- c) Flushing Hydrants [25] -
- d) Valves [148]
- e) Meters [659] -
- f) Booster Stations [3]
- g) Tanks [2] -
- h) Office Heating Cooling Systems
- i) Vehicles [1.5]
- j) Generators [2 portable] - exercised weekly
- k) Critical Inventory -

6. Water Repairs Report – replaced meter setting at Jason Hawkins (Route 19 North)

7. Water Leak Detection Program – visually checked for leaks while reading meters

8. Cross Connections/Backflow Prevention Program – ongoing

9. New Non-Project Water Taps – none

10. Other -

Assignments

- ✓ Install new touch-read meters when weather warms up

B. WASTEWATER:

1. Wastewater Bills (Attached)

MOTION: (Mills/Bailey) to ratify payment of listed sewer invoices for January 2016. [Carried Unanimously]

2. Wastewater Treasury Report (Attached)

MOTION: (Flaxer/Bailey) to approve sewer Treasury Report for January 2016. [Carried Unanimously]

3. Wastewater Adjustments Report (Attached)

MOTION: (Bailey/Mills) to approve sewer Adjustments Report for January 2016. [Carried Unanimously]

4. Wastewater Volume & Treatment Cost Report (Attached)

MOTION: (Bailey/Mills) to approve sewer Volume & Treatment Cost Report for January 2016. [Carried Unanimously]

5. Wastewater Preventive Maintenance Report (attached)

- a) Lines–
- b) Manholes [594]
- c) Grinder Pumps [46]
- d) Lift Stations [16 total] – checked & amped weekly
- e) Bar Screen [1] – cleaned weekly
- f) Vehicles – [1.5] -
- g) Generators [5 total] – exercised weekly
- h) Classroom Heating & Cooling --filter changed
- i) Critical Inventory

6. Wastewater Repairs Report (attached) – repaired & replaced E-1 pump on Sycamore Lick Rd. Repaired and flushed line behind Richards Heating (Court Street)

7. I&I Loss & Prevention Report – 2.5 rainfall inches.

8. New Non-Project Sewer Taps – none

9. Other –

4. Announcements: None

5. Correspondence:

- a. Letter (1-15-16) from Tetrick & Bartlett, RE: Letter of understanding of services to be provided FY ended June 30, 2015
- b. Letter (01-29-16) from PSC of WV to Chairman Thomas Bailey Re: 2015 Annual report

~ ~ OLD BUSINESS ~ ~

6. Update: **Phase II Sewer Upgrade [09-1043-PSD-42T-PC-PW-CN] (Gee & Forni)**

- A. New Customer Hookups – no change due to winter weather
- B. Final Adjusting Change Order #11 – presented by Forni for Board action:

MOTION (Bailey Flaxer) – for Oscar R. Mills as Chairman to sign Change Order #11 dated 02/11/16 indicating Board approval for Thrasher Engineering to move the balance of \$34.06 from the Tri-State contract back to project contingency funds.
 {Carried Unanimously}

- C. Final Cleanup – contractor’s part is completed, although one customer is still insisting that we cut down two dead trees. At this point there is no evidence/proof that the trees are dead due to the project, or even dead.
- D. Final Closeout – Gee reported that there is around \$6,200 left in Project account. Shane Whitehair reportedly stated that if PSD had no further project-related financial needs, Region VII would requisition some of the money to cover some of their own cost coverage for this project. Gee told him she is looking into a module for our billing program that would interface with our mapping system. Gee will get a price to Whitehair ASAP.
- E. Odor Issue – air quality problem (agreed to be totally Thrasher’s responsibility) still not fixed. Thrasher to schedule smoke testing in coordination with Boone Brown.
- F. Lift Pump # 10 Issue – C.I. Thornburg to follow up with Boone Brown and work on the pump problem.

<p><i>Assignment</i></p> <ul style="list-style-type: none"> ✓ Forni to fix odor problem. ✓ Thornburg to fix lift pump problem.
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7. Update: **Pending Non-Project Extensions and Road Bores (Gee)** -- none.

8. Update: **Board Review of PSD Policies and Job Descriptions (Flaxer)** – nothing

- A. Private Fire Protection Policy
- B. Professional Incentives Policy
- C. Revise Water Job Descriptions to be consistent with a water PURCHASE entity
- D. Other

9. Update: **Personnel Matters (Gee)** – nothing new

- A. Office Staff
- B. Water Staff
- C. Sewer Staff

10. Update: **Lease of Sewer Ground (Gee)** - no progress.

11. **Working Capital Mandate (Gee)** – no progress yet.

<p><i>Assignment</i></p> <ul style="list-style-type: none"> ✓ Gee to seek written opinion from Tetrick & Bartlett as to the District’s capacity to meet deadline for achieving Working Capital Mandate for both Water & Wastewater Divisions.
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~ NEW BUSINESS ~

- 12. NEW: WYDOH Water & Sewer Line Relocation (Gee)** – E. L. Robinson Engineering was hired by DOH to develop plans for relocating the current water line and upgrading the existing sewer line on Hacker's Creek Road (County Route 7). The purpose of this relocation is said to make a turning lane for the new Industrial Park. Gee will explain this matter to Attorney Kelsh and have him write a letter to E.L. Robinson Engineering regarding approval of the project subject to required permits, etc. and that JLPSD will not have any financial obligations for the proposed project.

The Board reminded Gee that there may be an implication for the Access Midstream hookup at the top of the hill, as the developer signed a letter of agreement drafted by Attorney Kelsh in late 2013 that only one customer will be served by the existing customer service line.

Assignment

- ✓ Gee to coordinate with Attorney Kelsh regarding DOH plans.
- ✓ Gee & Kelsh to enforce 2013 agreement made about Access Midstream customer service line.

MOTION (Bailey Flaxer) – subject to all legal requirements, to approve E.L. Robinson's proposed plan to relocate the water line and upgrade the sewer line on Hacker's Creek Road (County Route 7) for the purpose of making a turning lane for the new Industrial Park, which construction will be the responsibility of the DOH at its own expense.

[Carried Unanimously]

- 13. Late Received Agenda Items (Gee)** - none.

- 14. Adjournment:** The meeting was adjourned by Chairman Designee Flaxer at 4:44 p.m.


Oscar R. Mills, Chairman


Elaine B. Flaxer, Secretary

Attachments:

- January '16 Bills Paid (Water/Wastewater)
- January '16 Treasury Reports (Water/Wastewater)
- January '16 Adjustments Reports (Water/Wastewater)
- January '16 Purchase & Sales / Volume & Cost Reports (Water/Wastewater)
- Copy of executed Final Adjusting Change Order #11

E-Copies of Unapproved Minutes Sent to:

- James V. Kelsh, Attorney
- Dan Ferrell, Phase II Sewer Project Engineer, Thrasher Engineering
- Doug Forni, Thrasher Engineering
- Shane Whitehair, Region VII
- PSD Office
- Board Members

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The Federal Funding Accountability and Transparency Act (FFATA) requires the WVDO to submit the following information to the FFATA Subaward Reporting System (FSRS) for all awards that obligate \$25,000 or more in federal funds.

Please complete and return this form to:

West Virginia Development Office
Attention: Project Development
1900 Kanawha Boulevard, East, Building 6, Room 553
Charleston, WV 25305-0311

Grantee Name:	Lewis County Commission				
DUNS Number:	803418045	Congressional District:	2		
Principal Place of Business Address					
Address Line 1:	110 Center Avenue				
Address Line 2:					
City:	Weston	State:	WV	Zip Code+4 :	26452-1964

Award Amount:	\$ 1,500,000.00	Award Date:	3/8/2016	Phone:	304-269-8200
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Project Name:	Northwest Lewis County Water Project				
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Project Description:

This project will extend water service to the Northwest areas of Lewis County consisting of Linger and Hershman Run, Mare Run, Laurel Run, Murphy Creek, Limestone Run, Sugar Camp, Sassafras Run and Churchville. By extending service to these areas, approximately 145 households will receive potable water. SCBG funds will only be used to fund the extensions to the areas of Mare Run, Laurel Run, Murphy Creek, Limestone Run, Sugar Camp and Churchville, which consists of 96 new customers.

Project Address					
Address Line 1:	Linger and Hershman Run, Mare Run, Laurel Run, Murphy Creek,				
Address Line 2:	Limestone Run, Sugar Camp, Sassafras Run and Churchville				
City:	Weston	State:	WV	Zip Code+4:	26452
Congressional District of Project Performance Location:			2		

EXECUTIVE COMPENSATION INFORMATION

1. In the previous fiscal year, did the Grantee receive (a) 80% or more of its annual gross revenues in Federal Awards of procurement contracts and/or grants, loans, subgrants, etc. AND (b) \$25,000,000 or more in annual gross revenues from Federal Awards of procurement contracts and/or grants, loans, subgrants, etc.?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No," move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about executive compensation in your Grantee (including parent organization, all branches, and all affiliates worldwide) through periodic reporting to the Securities Exchange Commission?

Yes No

If the above answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. If the answer to Question 2 is "No," provide the names and total compensation of the 5 highest compensated employees of the Grantee below:

Rank	Title	Name	Total Compensation
1			
2			
3			
4			
5			

The undersigned certifies that, on the date written below, the information provided in this form is accurate.

Grantee Name:	Lewis County Commission		
Signature:		Date:	
Title:			



March 9, 2016

The Honorable Agnes G. Queen
President
Lewis County Commission
Post Office Box 466
Weston, West Virginia 26452

**RE: Small Cities Block Grant Program
Lewis County Commission
Northwest Lewis County Water Project
Project Number: 14SCBG0001X (\$1,250,000)**

Dear Commissioner Queen:

Congratulations on Governor Tomblin's recent Community Development Block Grant (CDBG-Small Cities) award of \$1.25 million to assist the Lewis County Commission in constructing the Northwest Lewis County Water Project. This funding will be combined with the \$250,000 previously awarded in Fiscal Year 2014, for a total investment of \$1.5 million in this worthwhile project.

This funding is provided under Title I of the Housing and Community Development Act of 1974 under regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject the State of West Virginia's Grants Management Handbook and other Program Guidelines.

Funds are provided to meet the HUD National Objective of Benefit to Low- and Moderate-Income (LMI) persons to provide the Low Mod Area (LMA) Benefit in the Eligible Activity of Public Facilities to include the acquisition, construction, reconstruction, rehabilitation or installation of public improvements or public facilities in accordance with 24 CFR Part 570.201(c).

No funds may be expended prior to the full execution of this grant agreement and written authorization from the West Virginia Development Office (WVDO).

This enclosed grant agreement certifies that the you and your local government, as the Grantee, shall comply with the policies, guidelines, and requirements of Title I of the Housing and Community Development Act of 1974 and all applicable State and Federal laws in the administration and distribution of funds provided under this agreement including, but not limited to, the following:

- Fair Housing
- Section 3
- Environmental Review
- Contracting, Procurement, and Labor
- Record Retention and Reporting

Work to be performed under this contract is subject to 24 CFR Part 135, also known as Section 3 of the Housing and Urban Development Act of 1968. Section 3 is discussed in great detail within this agreement, and the Grantee will be responsible for compliance and reporting. Section 3 Certifications must be included in contracting and subcontracting agreements for this project.

The Grantee is also responsible for completion of the Environmental Review Record, as specified and required in regulations pursuant to 24 CFR Part 58. The Grantee must certify to the State that it has complied with all requirements and obligations set forth by 24 CFR Part 58 prior to the obligation of any funds. These requirements prohibit the Grantee from taking any "choice limiting actions" prior to the completion of the environmental review. Choice-limiting actions include any activity that will result in a physical change, including property acquisition, demolition, movement, rehabilitation, conversion, repair, construction, and leasing or disposition.

Construction contracts shall be procured in a manner that provides maximum open and free competition consistent with the procedures identified in the Small Cities Block Grant Handbook, and in accordance with Chapter 5-22-1 of the West Virginia Code and Federal regulations, 24 CFR Part 85. You are reminded that you are required to take affirmative steps to assure that Women and Minority-Owned Business Enterprises (WBE/MBE) are encouraged to bid. These steps may include direct solicitation of WBE/MBE contractors and businesses, proof of which must be included in the project files.

The WVDO may cancel the grant and reallocate the grant funds if the grant agreement is not prepared, signed, and processed within 30 days of the date of this letter.

The Grantee must submit all requested Evidentiary Material to the State for approval prior to the obligation of any funds. **Written authorization from the WVDO is required prior to the expenditure of any funding associated with this project.**

Also enclosed with this correspondence is a form which authorizes the West Virginia Development Office to include the award of this Federal funding in the State's report, as required by the Federal Financial Accountability and Transparency Act (FFATA). This grant agreement will not be executed without the FFATA form.

The WVDO works closely with the State's Regional Planning and Development Councils in the administration of this grant program. An implementation meeting will be scheduled in the coming weeks to discuss the requirements of CDBG-Small Cities grant funding. A representative of your office and the project engineer must attend this meeting.

The project team will be provided with a copy of the CDBG-Small Cities Handbook and other Program Guidelines. A copy is available on the wvcommerce.org website, and most easily found by searching for "wvdo downloads."

If you have any questions concerning this letter, please contact Mr. Tony O'Leary at 304-558-2234 or send email to Tony.M.OLeary@wv.gov. We look forward to working with you to complete this project.

Sincerely,



Kelly Workman, Manager
Project Development

KW: tg
cc: Region VII PDC
Enclosures



STATE OF WEST VIRGINIA
OFFICE OF THE GOVERNOR
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV 25305
(304) 558-2000

EARL RAY TOMBLIN
GOVERNOR

March 8, 2016

The Honorable Agnes G. Queen
President
Lewis County Commission
Post Office Box 466
Weston, West Virginia 26452

Dear Commissioner Queen:

On January 22, 2015 the Lewis County Commission received a commitment of \$1,500,000 in Small Cities Block Grant funds for the Northwest Lewis County Water Line Extension Project.

The Small Cities Block Grant Award was based upon your immediate need for funds. Therefore, \$250,000 was made available from the FY2014 Small Cities allocation. Based upon the Lewis County Commission's ability to proceed with this worthwhile project, I am committing the remaining \$1,250,000 from the FY2015 Small Cities allocation.

The West Virginia Development Office reserves the right to withdraw these funds if your project does not proceed on schedule. The West Virginia Development Office will provide you with guidance as you proceed with this project. Should you have any questions, please call Mr. Tony O'Leary at 304-558-2234.

I am pleased to assist with these improvements for the citizens of Lewis County.

Sincerely,

A handwritten signature in black ink that reads "Earl Ray Tomblin".

Earl Ray Tomblin
Governor

14SCBG0001X
ERT: sf

**West Virginia CDBG-Small Cities Block Grant Program
REQUEST FOR APPROVAL OF EVIDENTIARY MATERIALS**

Grantee	Lewis County Commission	Project #	14SCBG0001X ✓
Project Name		Amount	\$1,250,000 ✓
Prepared By		Agency	
Project Description			
Indicate below any documents previously submitted to the WVDO as part of the Design Grant for this project. Provide date of submittal for all documents.		Design Grant	Fully Funded
			WVDO APPROVAL Initial/Date

		Date	Date	Initial/Date
	Grantee Debarment Review Form www.sam.gov			
	Signed Grant Agreement and Resolution (Due within 30 Days)			
1.	Project Performance Schedule indicating project completion within 36 months. (Attachment 1-1)			
2.	Financial Management Compliance with Common Rule 24 CFR Part 85 (Attachment 1-2)			
3.	Residential Anti-Displacement and Relocation Assistance Plan (Attachment 1-3)			
4.	Environmental Determination: 24 CFR Part 58 Environmental Review Record Checklist (Attachment 2-4)	ERR Attachment 2-4	ERR Attachment 2-4	
5.	FFATA Form Due within 30 Days (Attachment 1-5)			
6.	Commitments of Other Funds			
7.	Disclosure Form Update			
8.	Procurement Code and Standards			
9.	Legally Binding Agreements between the Grantee, Sub-recipients and Project Administrator			
10.	Other Documents as Requested			
<p>The Following Documents are Retained by the Grantee in the Project Files: Attachment 1-6: Sample Equal Employment Opportunity (EEO) Policy Attachment 1-7: Hatch Act Resolution Attachment 1-8: Section 504 and ADA Complaint Resolution Procedures Attachment 1-9: Request for Project Amendment Budget Change Form</p>				

Signature of Chief Elected Official *Date*

Typed Name of Chief Elected Official

The Grantee is hereby advised that no funds may be obligated, expended or disbursed prior to the written authorization of the WVDO.

Instructions for Completion of the Federal Financial Accountability and Transparency Act (FFATA) Form

The Federal Funding Accountability and Transparency Act (FFATA) was signed into law on September 26, 2006. FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.usaspending.gov.

As a recipient of federal funding, valued greater than or equal to \$25,000, you are required to report to the WVDO regarding the funding you receive in order to be in compliance with the Federal Funding Accountability Transparency Act. This information will be submitted by the WVDO to USASpending.gov.

You must complete the attached form for each federal funding award you receive from the WVDO. Sub-grantees will not be permitted to draw down funds until the signed form is received by the WVDO. Please return this form with your grant agreement.

Before completing the attached form, you must:

- 1) Determine your Congressional District Number(s); and
- 2) Obtain a DUNS number.

Zip+4

Please input your expanded zip code; the base 5 digit plus the additional 4 digits. The FFATA reporting website requires the additional 4 digits. If you do not know your +4 digit code, you may look it up at: USPS.com® - ZIP Code™ Lookup or <https://tools.usps.com/go/ZipLookupAction!input.action>.

Congressional District

To determine your congressional district go to the The United States House of Representatives website or www.house.gov website and enter your Zip Code under "Find your Representative" in the upper right hand corner of the page.

DUNS Number

According to federal government policy, every business that receives federal assistance must have a DUNS number, which is a unique 9-digit identifying number assigned by Dun & Bradstreet (D&B). HUD requires that this number be reported as part of grant close out; however, the grantee should ensure that each business has a DUNS number before the assistance is provided. If a business does not have a DUNS number, one can be obtained here: www.dnb.com/get-a-duns-number.html.

Return this completed and signed form, along with your grant agreement and resolution, to the attention of your WVDO Regional Representative in WVDO.

If you have any questions, please contact your WVDO Regional Representative at 304-558-2234.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The Federal Funding Accountability and Transparency Act (FFATA) requires the WVDO to submit the following information to the FFATA Sub-award Reporting System (FSRS) for all awards that obligate \$25,000 or more in federal funds.

West Virginia Development Office
 Attention: Project Development
 1900 Kanawha Boulevard, East, Building 6, Room 553
 Charleston, WV 25305-0311

Please complete and return this form to:

Grantee Name:	Lewis County Commission		
DUNS Number:		Congressional District:	
Principal Place of Business Address			
Address Line 1:			
Address Line 2:			
City:	State:	Zip Code+4:	
Award Amount:	Award Date:	Phone:	
Project Name:			

Project Description:

Project Address

Address Line 1:			
Address Line 2:			
City:	State:	Zip Code+4:	
Congressional District of Project Performance Location:			

EXECUTIVE COMPENSATION INFORMATION

1.	In the previous fiscal year, did the Grantee receive: (a) 80% or more of its annual gross revenues in Federal Awards of procurement contracts and/or grants, loans, sub-grants, etc. AND (b) \$25,000,000 or more in annual gross revenues from Federal Awards of procurement contracts and/or grants, loans, sub-grants, etc.?	Yes	No
----	---	-----	----

If the answer to Question 1 is "Yes", continue to Question 2.

If the answer to Question 1 is "No," move to the signature block below to complete the certification and submittal process.

2.	Does the public have access to information about executive compensation in your Grantee (including parent organization, all branches, and all affiliates worldwide) through periodic reporting to the Securities Exchange Commission?	Yes	No
----	---	-----	----

If the answer to Question 2 is "Yes", move to the signature block below to complete the certification and submittal process.

If the answer to Question 2 is "No", provide the names and total compensation of the 5 highest compensated employees of the Grantee below:

Rank	Title	Name	Total Compensation
1			
2			
3			
4			
5			

The undersigned certifies that, on the date written below, the information provided in this form is accurate.

Grantee Name:			
Signature:		Date:	
Title:			

CDBG-SCBG or ARC Project Schedule

Project Number _____ Grantee _____

IJDC Number _____ Project Name _____

Total SCBG Funds _____ Administering Agency _____

Split Year Funding Scenario _____ Prepared By _____

Construction Project _____ Design Only _____ As of Date _____

ACTIVITY	DATE ACHIEVED OR EXPECTED TO ACHIEVE
Contract Date	
Implementation Meeting	
Project Design submitted to BPH/EDP	
Begin Easement Acquisition	
Rule 42 Completed	
Evidentiary Materials Approved by WVDO	
Environmentally Exempt Activity Determinations to WVDO	
Exempt Activities Approved by WVDO/Notice to Proceed	
Submit Binding Commitment IJDC Application	
Project Design Approved by BPH/DEP	
Receive IJDC Binding Commitment	
File PSC Certificate Application	
80% Easements Secured	
Environmental Review/FONSI Approved by WVDO	
RROF Approved by WVDO/ROF Date	
Intent to Bid & Bid Document Checklist to WVDO	
Authorization To Bid by WVDO	
Advertise for Bids	
Pre-Bid Meeting	
Bid Opening Date	
Obtain PSC Approval	
SAM Check Confirmation Date	
Contracts Awarded with Grantee Approval	
Pre-Construction Meeting	
Notice to Proceed from Engineer	
Project Construction Begins	
Project Construction Completed	
Monitoring Date(s)	
FPR to WVDO/Approved Date	
Closeout Interim	
Closeout Final	

SMALL CITIES BLOCK GRANT AGREEMENT

THIS SMALL CITIES BLOCK GRANT AGREEMENT (“Agreement”), dated and effective March 8, 2016, is between the West Virginia Development Office, a division of the West Virginia Department of Commerce (“State”), and the Lewis County Commission, its authorized officers, agents, and representative (“Grantee”).

RECITALS

A. **WHEREAS**, the State has elected to administer the non-entitlement portion of the Community Development Block Grant Program as authorized by Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, subject to the applicable regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject to the scope of the State of West Virginia's Grants Management Handbook and other Program Guidelines, receipt of which is hereby acknowledged by the Grantee.

B. **WHEREAS**, the Grantee has identified its housing and community development needs, including those of low- and moderate-income persons and the activities to be undertaken to meet such needs.

C. **WHEREAS**, the Grantee has prepared a written citizen's participation plan which provides opportunities for citizen participation, hearings, and access to information with respect to the proposed project statement in such a manner as to afford affected citizens an opportunity for examination and comment regarding the proposed project and on the community development performance of the Grantee, a Community Development Plan, and an Anti-displacement and Relocation Assistance Plan.

D. **WHEREAS**, for audit purposes, the Catalog of Federal Domestic Assistance number is 14.228, Community Development Block Grant/State's Program, funded by the Department of Housing and Urban Development.

E. **WHEREAS**, the Grantee has requested assistance from the State and has offered assurances that maximum feasible priority has been given to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or to meet other community needs having a particular urgency because an existing condition poses a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Assistance to Grantee**. The State shall obligate to the Grantee, from funds allocated to the State by Grant Agreement B-15-DC-54-0001, \$1,250,000 to perform such tasks hereafter described in the Scope of Services. Funding is provided to meet the National Objective of Benefit to Low- and Moderate-Income (LMI) persons to provide a Low Mod Area (LMA) Benefit in the Eligible Activity of Public Facilities to include the acquisition, construction, reconstruction, rehabilitation or installation of public improvements or public facilities in accordance with 24 CFR Part 570.201(c).

2. **Scope of Services**. The Grantee, or its designated agent, in accordance with the Small Cities Block Grant Handbook and other Program Guidelines to be used in administration of the Small Cities Block Grant, and in accordance with the approved application of the Grantee, shall do, perform, and carry out, in a satisfactory and proper manner all duties, tasks, and functions necessary to assist the Lewis County Commission to extend water service to 96 households in Lewis County communities of Mare Run, Laurel Run, Murphy Creek, Limestone Run, Sugar Camp, and Churchville. The project will include

the installation of 88,850 linear feet of new water line, 23 fire hydrants and related appurtenances.

3. **Changes**. The State will consider program amendments initiated by the Grantee or by the State. The State defines a program amendment as a request for change in an approved program which (i) is an activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. The Grantee, from time to time, may require changes in the Scope of the Services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed which are mutually agreed upon by and between the State and the Grantee, shall be incorporated in written amendments to this Contract. **Major changes in the Scope of Services which substantially deviate from that originally approved shall require the same citizen participation process as performed for the initial submission of the grant proposal.** The State reserves the right to make final determination on questions/requests regarding changes in the Scope of Services.

4. **Time of Performance**. All such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2018. Completion date of this Contract may only be extended by mutual written agreement of both parties.

5. **Performance Measures**. All funding necessary to complete this project should be secured at the awarding of this grant. Performance measures establish that the Grantee should complete design and engineering within three months, and construction should be started within nine months of this award. These performance measures establish goals against which performance under this contract can be measured and evaluated during regular scheduled monitoring visits by the State. Failure to meet these performance

measures can result in termination of this contract and/or *prohibit Grantee from being eligible to submit an application for future fiscal year allocations until such time as outlined situations are resolved.*

6. **Administrative Requirements and Procedures.**

A) *Personnel.* The Grantee represents that it has or will secure personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the State, consistent with the procedures identified in the Small Cities Block Grant Handbook.

B) *Applicable Law.* The Grantee, its agents, and subrecipients shall comply with all the restrictions, conditions, policies, guidelines, and requirements of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended; with all applicable State and Federal Laws and regulations including 24 CFR Part 570; 24 CFR Part 85; OMB Circulars A-87, A-110, A-122, and A-133, as applicable, in administering and distributing funds provided under this Agreement including, but not limited to, the following:

i. P.L. 88-352: Refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations are found in 24 CFR Part I.

ii. P.L. 90-284: Refers to Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601-20 et. seq.) popularly known as the Fair Housing Act which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race,

color, religion, sex, national origin, handicap, or familial status. The Grantee further certifies that it will take actions necessary to affirmatively further fair housing.

iii. Executive Order 11063, as amended by Executive Order 12259, requires that taking of all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use of occupancy thereof. Implementing regulations are contained in 24 CFR 107.

iv. Section 109 of P.L. 93-383 requires that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds.

v. Section 109 of the Act further provides any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply.

vi. Section 110 of P.L. 93-383 requires compliance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) also applies. In addition, the West Virginia Act on Construction of Public Improvements, Article 5A, Chapter 21 of the West Virginia Code applies.

vii. **Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) requiring that to the greatest extent feasible opportunities for employment and training be given to lower income persons residing within the unit of local government or metropolitan area or nonmetropolitan county in which the project**

is located, and that Contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same area.

7. **Responsibilities of the Grantee:** Each Grantee and/or recipient has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

A) Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

B) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth in §135.38 in all solicitations and contracts;

C) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in §135.30;

D) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has

notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135;

E) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

F) A State or county which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in §135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at §135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

G) **The following Section 3 clauses must be incorporated into every agreement that is entered into as a result of this award.** Pursuant to Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, §135.38 Section 3:

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution

of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 4 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. Executive Order 11246, as amended by Executive Order 12086 shall apply and provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

viii. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831b) prohibits the use, and requires the elimination and/or abatement of the hazards of lead-based paints in residential structures constructed or rehabilitated with Federal assistance to include notification of the hazards of lead-based paint. The Lead Safe Housing Regulation (24 CFR Part 35) established the requirements for notification, evaluation, and reduction of lead-based paint hazards in federally-owned residential property and housing that receives federal assistance.

ix. **The Grantee agrees to assume all of the responsibilities for completion of the Environmental Review Record, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(g) of the Act and published in 24 CFR Part 58.**

x. In addition to assuming responsibility for National Environmental Policy Act (P.L. 91-190), the Grantee must take into account, where applicable, the criteria, standards, policies, and regulations of the following: (a) Historic Preservation Act of 1966; (b) Executive Order 11593; (c) The Reservoir Salvage Act of 1960; (d) Flood Disaster Protection Act of 1973; (e) Executive Order 11988, Floodplain Management; (f) Executive Order 11990, Protection of Wetlands, (g) Coastal Zone Management Act of 1972; (h) the Safe Drinking Water Act of 1974; (i) the Endangered Species Act of 1973; (j) the Wild and Scenic Rivers Act of 1968; (k) the Clean Air Act ; (l) Environmental Criteria and Standards (44 FR 40860-

40866, July 12, 1979); (m) 24 CFR Part 51, Subpart B, Noise Abatement and Control; (n) Subpart C - Siting of HUD Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature; (o) and Subpart D - Siting of HUD Projects in Runway Clear Zones and Accident Potential Zones at Military Airfields. **Before committing any funds, the Grantee must certify to the State that it has complied with all requirements and obligations that are set forth by 24 CFR Part 58. Further, the Grantee must submit all requested Evidentiary Material to the State for approval prior to the obligation of any funds.**

xi. The Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601) and HUD implementing regulations at 24 CFR Part 42 apply to the acquisition of real property for an activity assisted under this part and to the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition. The West Virginia Code, Chapter 54-3 also applies.

xii. The Grantee must certify compliance with URA. Under Section 104(d) of the Act, each Grantee must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan providing one-for-one replacement units and relocation assistance. The plan must also indicate the steps that will be taken to minimize the displacement of persons from their homes as a result of any activities assisted under this part all in accordance with 24 CFR Part 570.488(b).

xiii. The State and the Grantee will comply with the provisions of the Department of Treasury Circular 1075 and/or the State's Small Cities Block Grant Handbook, as revised, in the process of requesting and administering funds from the State's Letter of Credit.

xiv. Funds provided under this agreement shall not be expended for acquisition or construction purposes in an area that has been identified by the Federal

Emergency Management Agency (FEMA) as having special flood hazards unless the community in which the area is situated is participating in the National Flood Insurance Program; and flood insurance is obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973.

8. **Accounting.** The Grantee will establish a separate account for the proper recording of project costs in accordance with generally accepted accounting principles and procedures so as to reflect all receipts and allowable expenditures, including program income (PI) in connection with the said project and the purpose thereof. PI generated prior to project closeout must be expended as received for project related activities in accordance with 24 CFR 570. If the Grantee received less than \$25,000 per state fiscal year in program income after closeout, the dollars received are not subject to provision of 24 CFR 570 and may be used at the Grantees discretion. If PI exceeds \$25,000 in any given state fiscal year after closeout, all program income earned must be expended in accordance with 24 CFR 570.489. *It is the Grantees responsibility to notify the state of all PI earned in any given fiscal year from this date forward.*

9. **Audit.** Pursuant to provisions of Chapter 6, Article 9, Section 7 of the West Virginia Code, the Community Development Division has adopted the policy of accepting annual financial audits contracted or performed by the State Auditor's Office. The Grantee will include these funds to be audited with its yearly organization-wide audit. Audits shall be conducted in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133, and with standards established by the Comptroller General as specified in Standards for Audit of Governmental Organizations, Programs, Activities, and Functions. **Units of local government will make audit reports available for public inspection within thirty (30) days after the completion of the audit. This includes submission of report package to the West Virginia Development Office and to the Federal Clearinghouse**

currently designated by OMB. The address of the clearinghouse is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132.

10. **Record Retention.** Financial records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of three years, with the following qualifications:

A) If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B) Records for nonexpendable property acquired with Federal funds shall be retained for three years after its final disposition.

C) Records for displacement shall be retained in accordance with the Small Cities Block Grant Handbook.

D) The retention period starts from the date of the issuance of the final audit report.

11. **Access to Records.** The Grantee shall, at any time during normal business hours and as often as the State or its designated representatives deem necessary, make available for examination all records, books, accounts, reports, files, and other papers, things or property of the Grantee with respect to the matters covered by this Contract. All negotiated contracts awarded by the Grantee shall include a provision that the Comptroller General or any duly authorized representative of the State or HUD shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

12. **Repayment.** The Grantee shall refund to the State or Federal government any expenditures determined to be made for an ineligible purpose for which Federal funds were received.

13. **Competitive Procurement Procedures.** All procurement transactions, including professional services, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with procedures identified in the Small Cities Block Handbook, 24 CFR Part 85, and with applicable local or State law.

A) The Grantee shall procure architect/engineer services in accordance with Chapter 5G of the West Virginia State Code and be in compliance with 24 CFR Part 85.

B) The Grantee shall procure construction contracts in accordance with Chapter 5-22-1 of the West Virginia State Code and be in compliance with federal regulations 24 CFR Part 85.

C) The Grantee shall solicit sealed bids for all construction-related contracts or supplies related to their project which has an estimated value of over \$25,000. All transactions under \$25,000 whether construction-related contracts, supplies, or professional services should be procured in a manner that provides maximum open and free competition and files are to be maintained to document such activities. Any attempts by the Grantee to segregate the project into sections in order to circumvent competitive procurement may be cause for termination of this Agreement under the provisions of Paragraph 9. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of Article Three, Chapter Fifty-Nine of the Code of West Virginia. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area within a period of fourteen consecutive days with at least an interval of six full days within such period between the date of the first publication and the date of the second

publication preceding the final date of submitting bids. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, sending notification to the State's Small Business Development Center Division, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the State or its designated representative, bid documents and other evidence of compliance with these procedures. The resolution of bid and contract disputes is the responsibility of the Grantee.

D) Grantees have the ability to procure professional and construction services, therefore, the design-build method (5-22A-1) is not allowable. Public agencies can only utilize design-build on building project. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

14. **Bonding and Insurance.** As otherwise required by law, a grant that requires the contracting or subcontracting for construction or facility improvements under \$100,000 shall provide for the Grantee to follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds provided that the Grantee's and State's interest is adequately protected and that such contracts can be executed in a timely manner; otherwise, bonding requirements shall be the same as for contracts exceeding \$100,000. If the contracts or subcontracts exceeds \$100,000, the minimum bonding and insurance requirements shall be as follows:

A) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required within the time specified.

B) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with a contract to secure fulfillment of the contractor's obligations under such contract.

C) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor or materials in the execution of the work provided for in the Contract.

15. **Facilities Operation.** The Grantee shall operate and maintain all facilities to which the general public has right of access constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable Federal, State and local statute, law, ordinance, or regulation as to actual construction procedures. The Grantee shall be responsible for maintenance and operation of such facilities upon completion. The Grantee may not change the use or planned use of any such facility (including the beneficiaries of such use) from that purpose initially approved unless the Grantee provides affected citizens with reasonable notice thereof and opportunity to comment on any proposed change all in accordance with 24 CFR Part 570.489(j).

16. **Conflict of Interest.** No officer, agent, consultant, employee, elected or appointed official of the State, the Grantee, or any public agency or subrecipient receiving Community Development Block Grant funds who exercises or has exercised any function or responsibilities with respect to activities assisted with Community Development Block Grant funds or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from such activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The conflict of

interest provision of 24 CFR 85.36; 24 CFR 570.489 (g) and (h); and OMB Circular A-110 also apply as appropriate.

17. **Recovery of Capital Costs.** The Grantee will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds from this program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (a) funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Grantee certifies to the State of West Virginia that it lacks sufficient funds received under the program to comply with the requirements of clause (a).

18. **Method of Payment.** In order to receive any and all payments under the terms of this Agreement, the Grantee shall submit the following a Request for Payment Financial Report containing a progress report (see attached). Upon receipt, the State shall review for reasonableness, appropriateness and eligibility and, if approved, will cause a warrant to be made on that sum to the Grantee for authorized expenditures from the State's Letter of Credit with the Department of Housing and Urban Development.

19. **Cost Underruns.** The State reserves the right to recapture all SCBG funds remaining due to cost underruns.

20. **Termination of Contract for Cause.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner its obligations under this Contract or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract by giving written notice to the Grantee to such termination and specifying the effective date thereof, at least fifteen days

before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract by the Grantee, and the State may withhold any payments to the Grantee for the purpose of off-setting those damages until such time as the exact amount of damages due the State from the Grantee is determined.

21. **Termination for Convenience of the State.** The State may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the State as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

22. **Termination by the Grantee.** The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the project. After project commencement, this Agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the State makes any expenditure or incurs any obligation with respect to the project.

23. **Reporting.** A Final Performance Report shall be submitted to the State with the final request for payment for project costs, excluding audit. Said Performance Report shall be made on the forms provided by the State and meet the requirements of said report as set forth in the appropriate Small Cities Block Grant Handbook of the State of West Virginia. Other reports may be requested by the State during the grant period as the State deems necessary and directs.

24. **Final Closeout.** Final Closeout shall be completed when the State: (a) is in receipt of a Final Performance Report; (b) has determined that all monitoring findings have

been formally addressed and are resolved; and (c) has received a completed, final project audit and has determined that any findings have been resolved.

25. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division of the West Virginia Development Office or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizens' complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

26. **Notice.** The parties hereto agree that notice shall be served when mailed certified U.S. Mail to the following addresses:

**West Virginia Development Office
Community Development Division
Capitol Complex
Building 6, Room 553
Charleston, West Virginia 25305-0311**

**Lewis County Commission
Post Office Box 466
Weston, West Virginia 26452**

[WITNESSETH] that the parties hereto have entered their signatures hereafter with each representing to the other that the execution of this Agreement is done with full authority and that attached hereto and made a part hereof as Attachment B, is a certified copy of the resolution, motion, or similar action of the governing body of the Grantee directing and authorizing its official representative to act in connection with this Agreement.

**STATE OF WEST VIRGINIA
WEST VIRGINIA DEVELOPMENT OFFICE**

J. Keith Burdette, Cabinet Secretary

DATE

LEWIS COUNTY COMMISSION

By: Agnes G. Queen, President

DATE

FEDERAL EMPLOYER IDENTIFICATION NUMBER

FEIN

DUNS

COUNTY COMMISSION OF LEWIS COUNTY

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



COMMISSIONERS:
AGNES G. QUEEN
President
PATRICK D. BOYLE
Commissioner
THOMAS V. FEALY
Commissioner

RESOLUTION

RESOLUTION OF THE COUNTY COMMISSION OF LEWIS COUNTY, WEST VIRGINIA TO ACCEPT ALL TERMS AND CONDITIONS OF THE CONTRACT WITH THE WEST VIRGINIA DEVELOPMENT OFFICE FOR THE PURPOSE OF THE FISCAL YEAR 2016 SMALL CITIES BLOCK GRANT FOR CONSTRUCTION AND ADMINISTRATION OF NORTHWEST LEWIS COUNTY WATERLINE EXTENSION PROJECT #14SCBG0001: \$1,500,000.00

WHEREAS; The County Commission of Lewis County, West Virginia finds it necessary and desirable to accept all terms and conditions of the contract with the West Virginia Development Office, and

WHEREAS; The financial assistance from the Small Cities Block Grant Program will be used to begin the construction and administration to enable the Lewis County Commission to expand their water system.

NOW THEREFORE BE IT RESOLVED; The Lewis County Commission authorizes its President Agnes G. Queen to accept all terms and conditions of the contract with the West Virginia Development Office, including understandings and assurance therein; and further directs the President to act as the official representative for the Lewis County Commission, West Virginia and to provide such additional information as may be required.

This resolution was passed with a quorum of the membership present and voting in the affirmative this 28th of March, 2016.

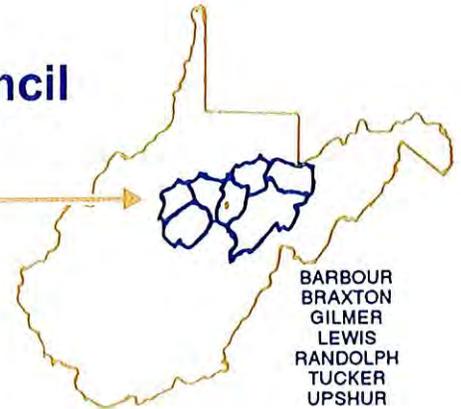
Agnes G. Queen, President
Lewis County Commission

ATTEST:

Cynthia S. Rowan
Lewis County Clerk

Region VII Planning and Development Council

99 EDMISTON WAY • SUITE 225 • BUCKHANNON, WV 26201
PHONE: (304) 472-6564 • FAX (304) 472-6590



March 21, 2016

TO: Lewis County Commission
Town of Burnsville
Town of Harman
Tucker County Commission
Upshur County Commission

RE: April 2016—Acknowledging Fair Housing Month

Governor Earl Ray Tomblin has proclaimed April as Fair Housing Month for the State of West Virginia. As a recipient of a Small Cities Block Grant (SCBG), you must take this opportunity for your community to affirmatively further fair housing and comply with this SCBG regulation.

You should have received a memo dated March 4, 2016 from the WV Development Office outlining examples of how you can comply with this requirement (enclosed for your reference). You may already have some of these examples in place, and if so, please revisit, update, and add to these efforts. Below, I am providing you with a summary of examples for you to complete to further your efforts and comply with this SCBG mandate:

1. At your next regularly scheduled meeting, declare April as Fair Housing Month in the form of the attached resolution.
2. Add to your letterhead and email signatures: “City/Town/Commission is an Equal Opportunity Employer (EOE)” and “This community supports Fair Housing practices”.
3. Utilize the Equal Housing logo in all your general publications, ads, and communications. You can download this logo from the HUD website:
<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf/1/hudgraphics/fheologo>
4. Download and prominently display posters and brochures found on the HUD website:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/marketing

On your behalf, our office will be placing an advertisement/press release in your local paper as a public notice to show that your County/City is a fair housing community and promotes equal housing opportunities. This notice will be in the papers within the next couple of weeks.

Please complete these items as soon as possible and send our office a copy/statement of all the requirements you completed so we can include these in the project files. If you should have any questions or comments regarding this matter, please feel free to contact our office.

Sincerely,

Dionne T. Allen
Project Specialist
www.regionvii.com



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

COUNTY COMMISSION OF LEWIS COUNTY

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



COMMISSIONERS:
AGNES G. QUEEN
President
PATRICK D. BOYLE
Commissioner
THOMAS V. FEALY
Commissioner

FAIR HOUSING RESOLUTION

Whereas, the **Lewis County Commission** desires to give meaning to the guarantees of equal rights contained in the Constitution and laws of this State and the United States, and to encourage and bring about mutual self-respect and understanding among all citizens and groups in **Lewis County** and,

Whereas, under Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, sex, or national origin; and

Whereas, under the West Virginia State Fair Housing Law, Title 49-2-305, MCA, it is illegal to deny housing to any person because race, color, age, physical or mental handicap or national origin;

Therefore, be it resolved that the Lewis County Commission, West Virginia makes a firm commitment to do all within its power to eliminate prejudice, intolerance, disorder and discrimination in housing.

Therefore, be it also resolved that a Fair Housing Law poster, which has the "**Equal Housing Opportunity**" logo, will be displayed at **Lewis County Courthouse**.

Therefore, be it also resolved that the following procedures will be used to accomplish the purpose of the aforementioned resolution:

1. The **Lewis County Commission** shall inform all Lewis County Courthouse employees of the Lewis County Commission's commitment to fair housing.
2. The **Lewis County Commission** will post this resolution in the Lewis County Courthouse Complex and other public places and publicize it.
3. The **Lewis County Commission** shall direct all its employees to forward immediately to the Commission any reports they receive of housing discrimination.
4. The **Lewis County Commission** shall forward such complaints to the West Virginia Human Rights Commission, 1321 Plaza East, Room 108A, Charleston, West Virginia, 25301-1400, within 10 days of receipt of said complaint.

Signature: _____
Agnes G. Queen, President

Signature: _____
Patrick D. Boyle, Commissioner

Signature: _____
Thomas V. Fealy, Commissioner

Attest: _____
Cynthia S. Rowan
Lewis County Clerk

Date: _____



COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
PO Box 466
Weston, WV 26452
Phone: (304)269-8200
Fax: (304)269-2416
Email: lccommission@yahoo.com
Website: lewiscountywv.org



COMMISSIONERS:
AGNES G. QUEEN
President
PATRICK D. BOYLE
Commissioner
THOMAS V. FEALY
Commissioner

March 23, 2016

Mr. Tony O'Leary
Community Development Representative
WV Development Office
1900 Kanawha Boulevard, East
Charleston, WV 25305

**RE: Lewis County Commission—Northwest Lewis Water Line Extension Project
Small Cities Block Grant Project #14SCBG0001
Request for Funds #2**

Dear Mr. O'Leary:

In accordance with the drawdown procedures established by the State, this letter of transmittal contains a progress report on the above-referenced project to support the enclosed Request for Payment:

1. **Administration**— Region VII continues to progress with the project and is preparing to submit the binding commitment request to IJDC now that SCBG monies have been awarded. Amount requested is \$0.00.
2. **Engineering**— Preliminary and final design of the project is 100% complete. Amount requested is \$25,288.80.

The total amount of this request is \$25,288.80. If you have any questions or comments, please contact our project administrators at 304-472-6564.

Sincerely,

Agnes G. Queen
President

Enclosure

**Community Development Block Grant -Small Cities Block Grant Program
REQUEST FOR PAYMENT**

TO: West Virginia Development Office
Building 6, Room 553
1900 Kanawha Boulevard, East
Charleston, WV 25305-0311
304-558-2234 304-558-3248

FROM: Lewis County Commission
110 Center Avenue
Weston, WV 26452

Project Name	Northwest Lewis Water Line Extension Project	Project #	14SCBG0001
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Drawdown #	2	% of Project Complete	3.0%
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Time Period Covered by this Request:	10/6/2015	TO	3/23/2016
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Amount of CDBG Funds on hand at the time of this Request	\$ -
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COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 55,000.00			\$ -		\$ 55,000.00
Arch/Engineering	\$ 195,000.00	\$ 117,011.20	\$ 25,288.80	\$ 142,300.00		\$ 52,700.00
Land Acquisition				\$ -		\$ -
Construction				\$ -		\$ -
Permits/Fees				\$ -		\$ -
Other				\$ -		\$ -
Other				\$ -		\$ -
SUB-TOTAL:	\$ 250,000.00	\$ 117,011.20	\$ 25,288.80	\$ 142,300.00	\$ -	\$ 107,700.00
Less Income						
TOTAL:	\$ 250,000.00	\$ 117,011.20	\$ 25,288.80	\$ 142,300.00	\$ -	\$ 107,700.00

PROGRESS REPORT: REQUEST FOR PAYMENT WILL NOT BE PROCESSED WITHOUT PROGRESS REPORT.

Engineering - Preliminary design and final design are 100% complete.

I certify costs claimed by this report are correct and just and based upon actual requirements; that work and services are in accordance with the approved project agreement; and that work and services are satisfactory and consistent with the amount claimed. Supporting documents are attached to verify costs claimed and are available locally for audit and inspection. City, county, or other direct recipients of funds are not involved in any court litigation or lawsuit involving any applicable laws contained in the grant contract

Chief Elected Official

Date

Original Signature Required

Copies of Invoices Required

THE THRASHER GROUP, INC.
P.O. BOX 940
BRIDGEPORT, WV 26330
304.624.4108

INVOICE

LEWIS COUNTY EDA
 P.O. BOX 466
 WESTON, WV 26452

Invoice number 10861-4
 Date 3/10/2016

Contract: 101-010-0861
 NORTH WEST
 Scope of Work: WATERLINE EXTENSION
 ENGINEERING SERVICES

PROFESSIONAL SERVICES - NET 30

<u>ITEM</u>	<u>BUDGET AMOUNT</u>	<u>PREVIOUS % COMPLETE</u>	<u>CURRENT % COMPLETE</u>	<u>AMOUNT COMPLETE</u>
STUDY & REPORT PHASE	25,000.00	100%	0%	25,000.00
PRELIMINARY DESIGN PHASE	74,500.00	100%	0%	74,500.00
FINAL DESIGN PHASE	102,800.00	75%	25%	102,800.00
BIDDING & NEGOTIATING	5,000.00	0%	0%	0.00
CONSTRUCTION PHASE	63,500.00	0%	0%	0.00
	<u>270,800.00</u>		TOTAL	202,300.00
			LESS PREVIOUS INVOICES	<u>(177,011.20)</u>
			CURRENT INVOICE TOTAL	<u>25,288.80</u>

Letter of Agreement
E-911 and Dispatch Services
2016-2017 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 Telephone Answering Service & Emergency Dispatch Service for 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 Weston hereby agree to the extension of the terms of this contract for the **2016-2017** 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 Weston, will be provided; and Weston will pay those fees specified in the original contract to Lewis County, in return for the service. The annual compensation paid by Weston to Lewis County over and above the collected E-911 Fees, will be a total of Thirty Six Thousand Dollars (\$36,000.00) effective beginning July 01, **2016**.

Accepted this _____ day of _____, **2016** by the Lewis County Commission, as attested by:

Agnes G. Queen, President
Lewis County Commission

Accepted this 7th day of March, **2016** by the City of Weston, as attested by:



Julia Spelsberg, Mayor
City of Weston

Lewis County Commission
Commission Employee Vacation/Sick Leave Request Form

I, Garry Demoss, hereby request the following day(s) off:

List day and date (Ex: Monday, May 2, 2005) for each day off. Please indicate if leave involves any Courthouse holidays.

Friday April 1, 2016

Time off is to be taken from (circle one):

Annual Leave

Sick Leave

Comp Time

Garry Demoss 3-21-16
Employee Signature Date

[Signature] 3-21-16
Supervisor Signature Date

[Signature] 03/28/16
Commission Approval Date