

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
PATRICK D. BOYLE
President
AGNES G. QUEEN
Commissioner
ROD WYMAN
Commissioner

LEWIS COUNTY COMMISSION 110 Center Avenue, 2nd Floor Weston, WV 26452 Meeting Agenda Monday, February 26, 2018

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. 10:00 AM Call Meeting to Order. *(action required)*
2. 10:05 AM John Breen, Lewis County Assessor
RE: Exonerations, Consolidations, Apportionments
Draft copies will available for review February 22, 2018.
(action required)

APPOINTMENTS

3. 10:10 AM Chris Richards, Executive Director
Lewis County Convention and Visitors Bureau
RE: Quarterly Report of activities by the Lewis County Convention and Visitors Bureau for activities through October, November and December 2017.
(information only)
4. 10:20 AM William Rowan, OEM Director and James Gum, Operations
Lewis-Gilmer E911 Center
RE: a) Approval of Dispatch Agreements as written for Gilmer County Commission and the City of Weston. The contract amounts remain the same as Fiscal Year 2018. Gilmer County will pay \$ 38,500.00 and the City of Weston will pay \$ 39,600.
b) Approval of Rob Corathers to attend APCO Conference in Charleston, WV, April 2 thru April 6, 2018. *(action required)*

CORRESPONDENCE

5. Upshur County Commission Agenda: Upshur County Commission Agenda for February 22, 2018. *(information only)*
6. Jane Lew Public Service District: Minutes of the January 11, 2018 Regular Meeting for the Jane Lew Public Service District. *(information only)*

7. **Phase 1 Water Extension Project Small Cities Block Grant Rejection:** West Virginia Development Office through their Small Cities Block Grant was unable to grant the requested 2017 Allocation for the Phase 1 Water Extension Project but encourages application for 2018 Funding. *(information only)*
8. **Lewis Gilmer E911 Yearly Report:** The annual report of activities by the Lewis Gilmer E911 Center is presented for review. This includes number of calls and disposition by agency. *(information only)*

BUSINESS

9. **Board(s) and Committee Reports:** Reports by Commissioners of any board(s) or committee(s) attended: Alum Fork/Laurel Lick Water Project bid opening; Lewis Upshur Local Emergency Planning Committee; Lewis County Planning Commission; Board of Equalization and Review. *(information only)*
10. **Requisition for Funding from the Small Cities Block Grant for the Northwest Water Project:** The County Commission is asked to execute a requisition in the amount of \$149,918.27 for the Northwest Water Project from Small Cities Block Grant funding. *(action required)*
11. **Bid award for Aerial Photography Project:** John Breen, Assessor and William Rowan, OEM Director were directed at the February 20, 2018 Lewis County Commission meeting to review the bids received for the county's aerial photography project. Bids received were: Tuck Mapping Solutions \$67,365.00; Blue Mountain \$23,400; XEOS \$33,800; Mountain Air Service \$20,000; and Kucera International \$20,900. The Lewis County Commission tabled the bid award until review could be done for completeness of bid. The determination of bid accuracy will be reported and a vendor selected. *(action required)*
12. **Timesheets and Leave Requests: none**

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

13. **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, February 22, 2018. *(action required)*
14. **Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request Thursday, February 22, 2018. *(action required)*
15. **Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request Thursday, February 22, 2018. *(action required)*
16. **Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request Thursday, February 22, 2018. *(action required)*

ADJOURNMENT:

17. **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.**

To: Bill Rowan

From: Martha Tatman

Date: 02/08/2018

Ref: WV APCO Conference

I would like to attend the WV APCO Conference held in Charleston on April 2 thru April 6th.

Thank You,

Martha L Tatman

Martha L Tatman

Jim Gum

Rob Corathers.

Approved By
William Rowan

Upshur County Commission Agenda

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

Location of Meeting: Upshur County Courthouse Annex

Date of Meeting: February 22, 2018

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance

Approval of Minutes:

- February 15, 2018

9:15 a.m. Laura Ward – Country Roads Transit – Presentation of report on fiscal year 2017-2018 and funding request for fiscal year 2018-2019

9:30 a.m. Lowell Peterson, Chairman of the Upshur County Farmland Protection Board – (1) requesting the approval of a Resolution authorizing the purchase of a conservation easement to be placed on property owned by Michael A. Hicks and Linda J. Hicks and (2) requesting for the Upshur County Farmland Protection Board audit to be included in the County's audit. If approved, the Board would pay for their share of the audit.

11:00 a.m. Tour of renovated Circuit Courtroom – renovated with funds provided by the WV Courthouse Facilities Improvement Authority

3:00 p.m. FY 18 Court Security Grant Meeting

Items for Discussion / Action / Approval:

1. Approval and signature of 2018 Board of Review and Equalization (BORE) meeting minutes
2. Appoint the Sheriff of Upshur County as the Administrator with the Will Annexed for the Estate of Vernon Lyle Harris.
3. Correspondence from Debra Hupp, President of the WV Strawberry Festival Association, Inc. requesting the use of the Courthouse Plaza from May 12th through 20th and further requests that the picnic tables be moved from the Buckhannon-Upshur Recreational Park to Spring Street for use in Vendors Alley.
4. Review and approval of the Youth Conservation Education Grant Application sponsored by the W.V. Association of Conservation Districts and NRCS.
5. Approval of advertisement for full-time seasonal Pool Director and full-time seasonal Concession Stand Manager. Employment will commence at the beginning of May and will continue through mid-August. A Certified Pool Operator (CPO) license is required for the Pool Director position and a WV Food Handler's Card is required for the Concession Stand Manager position. Applications must be returned on or before March 30, 2018.
6. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests

for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

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

1. Statewide Transportation Improvement Program (STIP) FFY 2016-2021 Program Amendment dated February 13, 2018.
2. Article from The Register-Herald – “Summers County to host March 15 MVP public meeting” – submitted by April Pierson-Keating, Mountain Lakes Preservation Alliance
3. Upshur County Sheriff’s Financial Statement for Period Ending January 2018
4. Lewis-Upshur Animal Control Facility Adoption Financial Transactions – November & December 2017
5. Upshur County E911 Communication Reports --- January 2018
 - Monthly Call Summary Report
 - Monthly Department Summary Report
 - Monthly and YTD Wrecker Report
6. Appointments Needed or Upcoming:

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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
March 1, 2018 --- 9:00 a.m.
Upshur County Courthouse Annex

The regularly scheduled Commission Meeting scheduled for Thursday, March 8, 2018 has been CANCELLED

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Minutes of Regular Meeting January 11, 2018

Present: Elaine B. Flaxer (2017 Chairman); Thomas E. Bailey (New Chairman); Oscar R. Mills; Nancy E. Gee (General Manager)

Guests: Bertis McCarty

Absent:

1. **Call to Order:** The meeting was called to order by 2017 Chairman Flaxer at 4:00 p.m. at the Jane Lew PSD Office, 70 Park Avenue, Jane Lew, then presided over by 2018 Chairman Thomas E. Bailey immediately after his election.

~ ANNUAL ORGANIZATIONAL BUSINESS ~

2. Election of Officers:

MOTION: (Bailey/Flaxer) - in conformity with Article XI, Section 2 of the Board's Rules of Procedure, to rotate the office of Chairman to Thomas E. Bailey for calendar year 2018, effective immediately. [Carried Unanimously]

MOTION: (Mills/Bailey) - to elect Elaine B. Flaxer to the office of Board Secretary for calendar year 2018.
[Carried Unanimously]

MOTION: (Bailey/Flaxer) - in conformity with her 2015 Job Description, to re-appoint Nancy E. Gee to the office of Treasurer for calendar year 2018 as part of the job of General Manager. [Carried Unanimously]

3. Rules of Procedure:

MOTION: (Bailey/Flaxer) to ratify the existing Rules of Procedure as adopted on 12/14/04 and amended 05/12/16.
[Carried Unanimously]

4. Schedule of 2018 Regular Meetings and Office Closures:

MOTION: (Flaxer/Bailey) to adopt the proposed schedule, time and location (attached) of regular JLPSD meetings and JLPSD office closures for year 2018. [Carried Unanimously]

Assignments

- ✓ General Manager to see that annual 2018 Meeting Schedule & Office Closures is provided to local news media.
- ✓ General Manager to see that annual 2018 Meeting Schedule & Office Closures is posted on the door of the PSD Office and at the Lewis County Courthouse.

~ ROUTINE MONTHLY BUSINESS ~

5. Minutes: (12/14/17)

MOTION: (Bailey/Flaxer) to approve attached Minutes of 12/14/17 regular meeting. [Carried Unanimously]

6. General Manager's December Reports (Gee)

A. WATER:

1. Bills (Attached)

MOTION: (Flaxer/Mills) to ratify payment of attached list of water invoices for December 2017. [Carried Unanimously]

2. Treasury Report (Attached)

MOTION: (Bailey/Flaxer) to approve attached Water Treasury Report for December 2017. [Carried Unanimously]

3. Water Adjustments Report (Attached)

MOTION: (Flaxer/Bailey) to approve attached Water Adjustments Report for December 2017. [Carried Unanimously]

4. Water Purchase, Sales & Loss Report (Attached) – actual unaccounted December loss of 5%.

MOTION: (Bailey/Flaxer) to approve attached Water Purchase, Sales & Loss Report for December 2017.
[Carried Unanimously]

5. Water Preventive Maintenance Report -

- a) Lines - visual check
- b) Fire hydrants [57] – fall fire hydrant flushing completed.
- c) Flushing Hydrants [25] – last done in June; policy to be reviewed
- d) Valves [148] – all valves exercised for year
- e) Meters [659] – 22 replacement touch-read meters changed out, leaving 6 more to go (previous counts miscalculated at some point)
- f) Booster Stations [3] - checked
- g) Tanks [2] – checked
- h) Office Heating -Cooling Systems – completed for winter season
- i) Vehicles-[1.5] –
- j) Generators [2 portable] – checked
- k) Critical Inventory – now in good shape
- l) Other –

6. Water System Repairs Report (*fixing unplanned breakdowns*) - none

7. Water Leak Detection Report – Matt rechecked reported leak at Price Avenue (across from Hicks) and found a small trace of fluoride, but no chlorine; he believes is small leak there. Large leak in front of Fire Department in parking lot. Waiting on improved weather to fix both.

8. Cross-Connections/Backflow Report -

9. New Non-Project Water Taps – none

10. Other –

Assignments

- ✓ Weather permitting, to continue installing replacement touch-read water meters. 6 left to do.
- ✓ Gee to follow up as leaks require.

B. WASTEWATER:

1. Wastewater Bills (Attached)

MOTION: (Bailey/Flaxer) to ratify payment of list of Sewer invoices for December 2017. [Carried Unanimously]

2. Wastewater Treasury Report (Attached)

MOTION: (Flaxer/Mills) to approve Sewer Treasury Report for December 2017. [Carried Unanimously]

3. Wastewater Adjustments Report (Attached)

MOTION: (Bailey/Flaxer) to approve Sewer Adjustments Report for December 2017. [Carried Unanimously]

4. Wastewater Treatment Purchase, Sales & Loss Report (Attached) -

MOTION: (Bailey/Flaxer) to approve Sewer Treatment Purchase, Sales & Loss Report for December 2017. Rain 1.4 inches/
I&I 471,039 gallons (minimal amount) [Carried Unanimously]

5. Wastewater Preventive Maintenance Report (attached)

- a) Lines–
- b) Manholes [594] – still waiting for Atlas Inc. to come repair the 5 manholes @ \$500 per each. Designated manholes are: 1 in Bailey field on new system; 4 in aging McWhorter area.
- c) Grinder Pumps [46]
- d) Lift Stations [16 total] – checked weekly
- e) Bar Screen [1] – cleaned weekly
- f) Vehicles – [1.5] – two new tires on front of truck
- g) Generators [5 total] – exercised; general preventative winter maintenance completed for season
- h) Classroom Heating & Cooling – general preventative winter maintenance completed for season
- i) Critical Inventory –

6. Wastewater Repairs Report (attached) – ran sewer snake in line on Harper Ave in front of Heard residence

7. New Non-Project Sewer Taps – none

8. Other –

Assignments

✓ *Gee to follow up with Atlas.*

7. **Update:** Pending Non-Project Extensions and Road Bores (Gee) none

8. **Update:** Board Review of PSD Policies and Job Descriptions (Gee/Flaxer) – no progress

- A. Private Fire Protection Policy
- B. Professional Incentives Policy
- C. Revise Water Job Description to be consistent with a water PURCHASE entity
- D. Water and Wastewater Asset Management Policies – Bertis offered to help Gee and Flaxer to finalize our policies for water and wastewater preventative maintenance.

Assignment

✓ *Gee & Flaxer to finalize Water & Wastewater Asset Management (preventative maintenance) policies during month of January with help from Matt, Jason and Bertis McCarty*

9. **Update: Personnel Matters (Gee)** – nothing new
- A. Office Staff
 - B. Water Staff
 - C. Sewer Staff

10. **Announcements:** none

11. **Correspondence:** - Letter to Nancy Gee from James V. Kelsh re: Lewis County Civil Action No. 16-C-74 John H. Brooks v. Oscar Mills et alia – ATTACHMENTS: Executed Agreed Order of Dismissal; Order Granting Defendants Oscar & Dinah Mills' Unopposed Motion for Summary Judgment and Agreed Order of Dismissal.

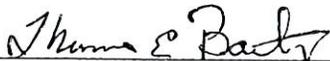
~ OLD BUSINESS ~

12. **Update: Civil Action No. 16-C-74 John H. Brooks v Jane Lew PSD, Oscar R. Mills, et alia (Gee)** – Judge Reger signed the Order of Dismissal on 12/14/17.

Assignments

~ NEW BUSINESS ~

13. **Late Received Agenda Items (Gee)** - none.
14. **Adjournment:** The meeting was adjourned by Chairman Bailey at 4:44 p.m.


Thomas E. Bailey, Chairman


Elaine B. Flaxer, Secretary

Attachments:

- Schedule of 2018 Regular Board Meetings & Office Closures
- December '17 Bills Paid (Water/Wastewater)
- December '17 Treasury Reports (Water/Wastewater)
- December '17 Adjustments Reports (Water/Wastewater)
- December '17 Water/Wastewater Treatment Purchase, Sales & Loss Reports
- All correspondence listed on page 4

E-Copies of Unapproved Minutes Sent to:

- James V. Kelsh, PSD Attorney (Bowles Rice)
- PSD Office
- Board Members



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • WVDO.org

February 1, 2018

The Honorable Patrick Boyle
President
Lewis County Commission
110 Center Avenue
Weston, West Virginia 26452

RE: Phase I Water Extension Project

Dear President Boyle:

Thank you for submitting your 2017 Community Development Block Grant (CDBG) application for the above-referenced project. I regret to inform you that we were unable to accommodate your request from the 2017 allocation. Demand always exceeds available funds, and funding decisions are always very difficult. This year was no exception. We understand that water and sewer infrastructure is critical to the future of our state and it is equally important to the future of your community.

While we were unable to accommodate your request this year, we want to encourage you to continue to seek the resources needed to invest in infrastructure development. The application for 2018 funding will be available through your Regional Planning and Development Council and on our website, wvcommerce.org. Applications for 2018 funding will be due on or about May 31, 2018.

Please be advised that all water and sewer projects must be approved by the West Virginia Infrastructure and Jobs Development Council prior to submission. If there are substantial changes in the scope or cost of your project, please resubmit the project to IJDC for approval. Projects must be submitted to IJDC for technical review March 10, 2018. This will ensure that the project meets the May 31, 2018 deadline.

We would be happy to discuss this project with you and provide guidance regarding typical issues that can affect the eligibility and competitiveness of an application. If you have any questions, please feel free to contact me at 304-558-2234.

Sincerely,

A handwritten signature in blue ink that reads "Todd Goddard".

Todd Goddard
CDBG Program

cc: Region VII Planning and Development Council

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:
Patrick D. Boyle
President
Agnes Queen
Commissioner
Rod Wyman
Commissioner

Letter of Agreement E-911 and Dispatch Services 2018-2019 Fiscal Year

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

Therefore, let it be known that Lewis County and Gilmer County hereby agree to the extension of the terms of this contract for the **2018-2019** Fiscal Year. Both parties agree and acknowledge by the acceptance of this agreement that all terms of the said original agreement are acceptable and will be abided to. Specifically, those services, which, Lewis County is to provide to Gilmer County, will be provided; and Gilmer County will pay those fees specified in the original contract to Lewis County, in return for the service. The annual compensation paid by Gilmer County to Lewis County over and above the collected E-911 Fees, will be a total of Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00) effective beginning July 01, 2018.

Accepted this _____ day of _____, 2018 by the Lewis County Commission, as attested

By:

Patrick D. Boyle, President
Lewis County Commission

Accepted this _____ day of _____, 2018 by the Lewis County Commission, as attested

By:

Larry B. Chapman, President
Gilmer County Commission

E-911 Dispatch Service Agreement

Contract Date: July 1, 2018

The following instrument shall serve as a contract agreement between The Lewis County Commission, (Hereafter Lewis County), and The Gilmer County Commission, (hereafter Gilmer County).

I: INTENT:

The intent of this agreement is for Gilmer Co. and Lewis Co. to enter into a contact agreement. Under the terms of this contract, Lewis County shall provide a Dispatch Service as well as an Enhanced 9-1-1 Services for Gilmer County, its citizens, and its Public Safety and Emergency Services Organizations for a monthly Contract Fee.

II: TERM:

This contract must be adopted on an annual Fiscal Year basis by a letter of agreement to its continuing terms acknowledged by both County Commissions.

III: CANCELLATION:

This contract may be cancelled without additional recourse by either party at any time. This shall only be done by the service of a written notice by either party to the other party which states the intent to so cancel no later than sixty (60) days from the date of such service of notice.

IV: EFFECTIVE DATE:

This Contract shall become effective on July 1, 2018.

V: SERVICES TO BE PROVIDED BY LEWIS COUNTY

Lewis County Shall provide Gilmer County with the Following:

1. Lewis County shall provide and maintain a 24 hour Enhanced 911 Dispatch Service for all **emergency** calls originating within the boundaries of, or requesting service for the residents of Gilmer County.
2. Lewis County shall provide all necessary manpower to answer these calls and notify the proper Gilmer County Agencies and Organizations of these calls. It shall then dispatch the calls and relay information in a timely manner, as outlined in a procedure manual, to answer the request for aid from these Agencies.
3. These Calls for **emergency** help shall be answered and handled for all agencies within Gilmer County, including, but not necessarily limited to the following: The Gilmer Co. Sheriff's Department; The City of Glenville Police Department; The Gilmer County Volunteer Fire Department; The Gilmer County Ambulance Service; The WV Department of Public Safety (State Police) Officers assigned to Gilmer Co.; The WV Department of Natural Resources Conservation Officers assigned to Gilmer County; The Gilmer County Dog Warden and/or Humane Officer; The Gilmer County Office of Emergency Services
4. Lewis County will also provide the same **emergency** services for these Agencies and Organizations of Gilmer County when there is a need to contact and/or dispatch them even if the call is not deemed to be a 'True Emergency'.
5. Lewis County will use agreed upon procedures for the dispatching, including initiating any necessary phone calls, radio messages, paging, etc. to assure that the proper agencies and/or individuals are contacted and dispatched.

6. Lewis County will continue to remain, when possible, in contact with any Gilmer County Agency or Organization after the initial notification of a call. This will be done to offer all support and back-up services normally provided by a full service dispatch center to assure prompt and complete handling of an **emergency**.
7. Lewis County will provide to Gilmer County a monthly report of activity and calls dispatched.
8. Lewis County will record, keep for a reasonable time and make available when requested in a timely manner, a recorded copy of any telephone and/or radio conversation. These may be requested when needed for investigative purposes or for use in a Court of Law for the purpose of providing evidence of events and/or conversations which took place.
9. Lewis County will, act as a service and provide the non-emergency types of work normally provided by a dispatch center such as license checks for officers. It will also, as feasible, practice the monitoring of officers in the field as to their status, location, etc. for their safety and well being.
10. Lewis County shall make certain that all Enhanced 9-1-1 Fees collected from the citizens of Gilmer County are properly spent according to the provisions of Gilmer County's Enhanced 9-1-1 Ordinance and be able by acceptable accounting practices to show that such has been done.
11. Lewis County shall maintain all 911 phone and radio equipment physically located in Lewis County.
12. Lewis County will not answer normal administrative lines for agencies.

VI: SERVICES AND FEES TO BE PROVIDED BY GILMER COUNTY:
Gilmer County will provide Lewis County with the following:

1. Gilmer County shall collect and forward as promptly as feasible to the Lewis County Enhanced 9-1-1 Dispatch Center a monthly fee of \$1.75 per month per phone subscriber line or the amount specified in its adopted Enhanced 9-1-1 Ordinance. All collections except those deducted by the phone company (s) for billing and nonpayment shall be forwarded within 20 working days of receipt to the Lewis-Gilmer Enhanced 911 Center without further withholding of funds. Failure to meet this provision will result in cancellation of this agreement.
2. Gilmer County will additionally pay the Lewis County Enhanced 9-1-1 Dispatch Center a supplemental dispatch fee of Three Thousand Two Hundred Eight Dollars and Thirty-Four cents (\$3,208.34) per month (\$38,500.00 per year)
3. Gilmer County shall provide and make available to Lewis Co. the necessary radios, telephone lines, etc. to make it possible for Lewis County to properly contact and dispatch the Gilmer County Agencies and Organizations. This equipment shall consist of but not be necessarily limited a radio transmitter in use by Gilmer County Emergency and Public Safety Agencies.
4. Gilmer County and/or its Agencies and Organizations shall reimburse at cost to Lewis County (if Lewis County elects to charge) for additional services rendered at a direct expense to Lewis County, such as long distance calls, license checks, faxes, etc. that were request by an Agency or Organization of Gilmer County.
5. Gilmer County shall maintain all radio and phone equipment physically located in Gilmer County.

VII: HOLD HARMLESS:

Both Parties of this contract agree to hold each other harmless from cost or liability for any failure to effectively provide the service or action required under the terms of this contract except in cases of willful neglect of responsibility.

VIII: REPRESENTATION:

In Return for its Fee Paid, Lewis County additionally agrees to afford Gilmer County representation designated by Gilmer County on the Advisory Board of its Dispatch Center as mandated by West Virginia State Code § 24-6-5.

IX: PRIORITIZATION OF CALLS:

Notwithstanding normal procedures for handling and prioritization of calls, Lewis County Guarantees that all calls will be dispatched and handled without regard to the County of their origination.

Approved by:

Patrick D. Boyle
President Lewis County Commission

STATE OF WEST VIRGINIA
COUNTY OF LEWIS

This foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Patrick D. Boyle, President of the Lewis County Commission, on behalf of the said County Commission

Notary Public

My commission expires on _____

Approved by:

Larry B. Chapman
President, Gilmer County Commission

STATE OF WEST VIRGINIA
COUNTY OF Gilmer

This foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Larry B. Chapman , President of the Gilmer County Commission, on behalf of the said County Commission.

Notary Public

My commission expires on _____

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:
Patrick D. Boyle
President
Agnes Queen
Commissioner
Rod Wyman
Commissioner

Letter of Agreement E-911 and Dispatch Services 2018-2019 Fiscal Year

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

Therefore, let it be known that Lewis County and City of Weston (Weston) hereby agree to the extension of the terms of this contract for the **2018-2019** Fiscal Year. Both parties agree and acknowledge by the acceptance of this agreement that all terms of the said original agreement are acceptable and will be abided to. Specifically, those services, which, Lewis County is to provide to the City of Weston (Weston) will be provided; and the City of Weston (Weston) will pay those fees specified in the original contract to Lewis County, in return for the service. The annual compensation paid by the City of Weston (Weston) to Lewis County over and above the collected E-911 Fees, will be a total of Thirty-Six Thousand Dollars (\$39,600.00) effective beginning July 01, 2018.

Accepted this _____ day of _____, 2018 by the Lewis County Commission, as attested

By:

Patrick D. Boyle, President
Lewis County Commission

Accepted this _____ day of _____, 2018 by the Lewis County Commission, as attested

By:

Julia Spelsberg, Mayor
City of Weston, Lewis County, West Virginia

E-911 Dispatch Service Agreement

Contract Date: July 1, 2018

The following instrument shall serve as a contract agreement between The Lewis County Commission, (Hereafter Lewis County), and The City of Weston Commission, (hereafter City of Weston).

I: INTENT:

The intent of this agreement is for City of Weston and Lewis Co. to enter into a contact agreement. Under the terms of this contract, Lewis County shall provide a Dispatch Service as well as an Enhanced 9-1-1 Services for City of Weston, its citizens, and its Public Safety and Emergency Services Organizations for a monthly Contract Fee.

II: TERM:

This contract must be adopted on an annual Fiscal Year basis by a letter of agreement to its continuing terms acknowledged by both the County Commission and the City of Weston.

III: CANCELLATION:

This contract may be cancelled without additional recourse by either party at any time. This shall only be done by the service of a written notice by either party to the other party which states the intent to so cancel no later than sixty (60) days from the date of such service of notice.

IV: EFFECTIVE DATE:

This Contract shall become effective on July 1, 2018.

V: SERVICES TO BE PROVIDED BY LEWIS COUNTY

Lewis County Shall provide City of Weston with the Following:

1. Lewis County shall provide and maintain a 24 hour Enhanced 911 Dispatch Service for all **emergency** calls originating within the boundaries of, or requesting service for the residents of City of Weston.
2. Lewis County shall provide all necessary manpower to answer these calls and notify the proper City of Weston Agencies and Organizations of these calls. It shall then dispatch the calls and relay information in a timely manner, as outlined in a procedure manual, to answer the request for aid from these Agencies.
3. These Calls for **emergency** help shall be answered and handled for all agencies within City of Weston, including, but not necessarily limited to the following: Weston Volunteer Fire Department; Weston Police Department.
4. Lewis County will also provide the same **emergency** services for these Agencies and Organizations of City of Weston when there is a need to contact and/or dispatch them even if the call is not deemed to be a ‘True Emergency’.
5. Lewis County will use agreed upon procedures for the dispatching, including initiating any necessary phone calls, radio messages, paging, etc. to assure that the proper agencies and/or individuals are contacted and dispatched.
6. Lewis County will continue to remain, when possible, in contact with any City of Weston Agency or Organization after the initial notification of a call. This will be done to offer all support and back-up services normally provided by a full service dispatch center to assure prompt and complete handling of an **emergency**.
7. Lewis County will provide to City of Weston a monthly report of activity and calls dispatched.

8. Lewis County will record, keep for a reasonable time and make available when requested in a timely manner, a recorded copy of any telephone and/or radio conversation. These may be requested when needed for investigative purposes or for use in a Court of Law for the purpose of providing evidence of events and/or conversations which took place.
9. Lewis County will, act as a service and provide the non-emergency types of work normally provided by a dispatch center such as license checks for officers. It will also, as feasible, practice the monitoring of officers in the field as to their status, location, etc. for their safety and well being.
10. Lewis County shall make certain that all Enhanced 9-1-1 Fees collected from the citizens of City of Weston are properly spent according to the provisions of Lewis County's Enhanced 9-1-1 Ordinance and be able by acceptable accounting practices to show that such has been done.
11. Lewis County shall maintain all 911 phone and radio equipment physically located in Lewis County.
12. Lewis County will not answer normal administrative lines for agencies.

VI: SERVICES AND FEES TO BE PROVIDED BY CITY OF WESTON:
City of Weston will provide Lewis County with the following:

1. City of Weston will additionally pay the Lewis County Enhanced 9-1-1 Dispatch Center a supplemental dispatch fee of Three Thousand Three Hundred Dollars (\$3,300.00) per month (\$39,600.00 per year).
2. City of Weston shall provide and make available to Lewis Co. the necessary radios, telephone lines, etc. to make it possible for Lewis County to properly contact and dispatch the City of Weston Agencies and Organizations. This equipment shall consist of but not be necessarily limited a radio transmitter in use by City of Weston Emergency and Public Safety Agencies.

3. City of Weston and/or its Agencies and Organizations shall reimburse at cost to Lewis County (if Lewis County elects to charge) for additional services rendered at a direct expense to Lewis County, such as long distance calls, license checks, faxes, etc. that were request by an Agency or Organization of City of Weston.

4. City of Weston shall maintain all agency owned radio and phone equipment physically located in City of Weston.

VII: HOLD HARMLESS:

Both Parties of this contract agree to hold each other harmless from cost or liability for any failure to effectively provide the service or action required under the terms of this contract except in cases of willful neglect of responsibility.

VIII: REPRESENTATION:

In Return for its Fee Paid, Lewis County additionally agrees to afford City of Weston one representative designated by City of Weston on the Advisory Board of its Dispatch Center .

IX: PRIORITIZATION OF CALLS:

Notwithstanding normal procedures for handling and prioritization of calls, Lewis County Guarantees that all calls will be dispatched and handled without regard to the County of their origination.

Approved by:

Patrick D. Boyle
President Lewis County Commission

STATE OF WEST VIRGINIA
COUNTY OF LEWIS

This foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Patrick D. Boyle, President of the Lewis County Commission, on behalf of the said County Commission

Notary Public

My commission expires on _____

Approved by:

Julia Spelsburg
Mayor, City of Weston

STATE OF WEST VIRGINIA
COUNTY OF Lewis

This foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Julia Spelsburg, Mayor of the City of Weston, on behalf of the said City.

Notary Public

My commission expires on _____