

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

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
Tuesday, December 10, 2024**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

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

APPOINTMENTS

- 3. 10:05 AM** **Mon Health Stonewall Jackson Hospital Administrator:** Introduction of Lisa Songer, Administrator. *(information only)*
- 4. 1:00 PM** **Hearing for the Estate of Mary Lou Bonnett, deceased, requesting removal of Executor.** *(action required)*

CORRESPONDENCE

- 5. Upshur County Commission Meeting Agenda:** The December 5, 2024 Upshur County Commission meeting agenda is presented for review. *(information only)*
- 6. State of West Virginia Division of Corrections & Rehabilitation:** The Regional Jail invoice for the month of October 2024 in the amount of \$47,073.28 is presented for review. The invoice amount for September 2024 was \$47,349.10. The current daily bed rate is \$45.97. Lewis County has been billed for 1,024 beds during the current fiscal year. *(information only)*
- 7. The Jane Lew Public Service District:** The Jane Lew Public Service District monthly meeting agenda is presented for review. *(information only)*
- 8. Governor Jim Justice Letter Regarding County Fire Protection Funding:** Lewis County will be receiving \$32,441.19 from the County Fire Protection Fund. *(information only)*

9. **West Virginia State Auditor Letter:** A letter from the State Auditor, John B. McCuskey, regarding a limit of budget expenditures for elected officials leaving office, as per WV Code §7-7-7a is presented for review. *(information only)*
10. **Lewis-Gilmer E-911 Monthly Report:** The November Lewis-Gilmer E-911 report is presented for review. *(information only)*
11. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Painters Union Open House, Safe Sites and Structures Committee, Properties Valuation Committee meeting, National Association of Counties Rural Action, Weston Fire Department Banquet, Lewis County Park Board meeting, Ireland Community Meeting, Weston Christmas Parade, Miracle on Main, County Commissioner Association of West Virginia Leadership Academy, Lewis County High School Gym Dedication, Lewis County Chamber of Commerce Christmas Dinner, LC Blueprint Trail Initiative, County Commissioners of WV call, Jane Lew Festival in the Park, 911 Advisory Board, Alum Bridge Neighborhood Watch, etc.

BUSINESS

12. **Lewis County Sheriff, Dave Gosa, Employee Promotion Requests:** Dave Gosa submits a letter of request to promote Deputy First Class Corey Matheny to the rank of Corporal and Corporal Jeremy Jenkins to be promoted to the rank of Sergeant. These promotions will be effective December 16, 2024. *(action required)*
13. **Lewis -Gilmer E-911 Center Requisition Number 18 for Pay Application Number 18:** The requisition for Silling Associates, Inc. and Danhill Construction Company is presented for consideration. *(action required)*
14. **List of Delinquent or Unprogressed Estates:** The Lewis County Clerk, Cynthia Rowan, will present a list of delinquent or unprogressed estates as per WV Code §44-219a for the Lewis County Commission consideration. *(action required)*
15. **West Virginia State Auditor Invoice:** The invoice for the 2022 Lewis County Magistrate Court Audit in the amount of \$10,240.00 is submitted for consideration. *(action required)*
16. **State of West Virginia State Tax Department Invoice.** An invoice for the months of July, August, and September 2024 in the amount of \$29,941.75 is submitted for consideration. This invoice is for appraising/valuation services, supplies, materials and personnel that the West Virginia Tax Division use for their work in each county. *(action required)*
17. **Consideration of Meeting Cancellation:** The Commission will consider the cancellation of the meeting scheduled for Tuesday, December 31, 2024 due to the holiday. There is no meeting scheduled for Tuesday, December 24, 2024. *(action required)*
18. **Lewis County Community Foundation Grantmaking Fund Grant Award:** The Lewis County Community Foundation and the Parkersburg Area Community Foundation have authorized a grant award of \$8,390.00 to the Lewis County Blueprint Trail Initiative. The Commission is requested to accept the grant and be the fiduciary partner with the Lewis County Blueprint Trail Initiative. *(action required)*
19. **Consideration of Approval of Letter to WV State Tax Department Mineral and Industry Division:** Per WV Code §11-3-24, the Lewis County Commission directs the Lewis County Assessor and WV State Tax Department Mineral and Industry Division to work on the Lewis County property tax books until February 2025, to correct all errors in name, description and valuation of property to comply with the provisions set forth in the referenced WV Code. The Commission will be requested to approve this letter. *(action required)*

20. **WV Courthouse Facilities Improvement Authority Grant:** The award notice, and contracts are presented for consideration. *(action required)*
21. **Lewis County Phase I Water Extension Project Infrastructure and Jobs Development Council (IJDC) Project #2016-1630 Resolution:** The Commission will consider a resolution for the Phase I Water Extension Project. *(action required)*
22. **Bid Opening for the Lewis Park Splash Pad Fence:** The Commission will open the bids for the Lewis County Park splash pad fence project and consider the bid award. *(action required)*
23. **Bid Opening for Body Cameras:** The Commission will open the bids for the Law Enforcement body cameras and consider the bid award. *(action required)*
24. **Bid Opening Law Enforcement Radios:** The Commission will open the bids for the Law Enforcement radios and consider the bid award. *(action required)*
25. **Bid Award for the Lewis County Park Pickle Ball Courts:** The Commission will consider the bids for the pickle ball courts project for the Lewis County Park. This item was tabled during the November 19 meeting in order to allow time for bid review and additional research. *(action required)*
26. **Time Sheets, Leave Requests:** Tina Helmick Time Sheet and Leave Request, Steve Moneypenny Leave Request, Sherry Rogers Leave Request *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

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

ADJOURNMENT:

31. **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.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.

- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

Additional Notices

No Additional Meetings Scheduled

Upshur County Commission Meeting Agenda

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

Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.

Date of Meeting: December 5, 2024

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

Approval of Minutes:

- November 21, 2024

9:15 a.m. Review property photos and Order Adopting Enforcement Agency Findings concerning property located in Meade Tax District – Tax Map 5N – Parcel Number 12.1 owned by WVTA, LLC. *

9:30 a.m. Dr. Moore, President, providing an update from West Virginia Wesleyan College.

10:00 a.m. Jeremiah McCourt, Parks and Recreation Director – Discuss pool boiler replacement options. Consider approving a Request for Proposals wherein sealed bids must be received no later than 8:30 a.m. on Thursday, January 2, 2025. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 9:30 a.m. on Thursday, January 2, 2025.
*

Items for Discussion / Action / Approval:

1. Approval of "Request for Proposals" for pest control services for various Commission owned properties. Sealed bids must be received no later than 8:30 a.m. on Thursday, January 2, 2025 at the Administrative Annex located at 91 W. Main Street, Suite 101. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 9:15 am on Thursday, January 2, 2025. *
2. Consider executing a maintenance agreement with TK Elevator Corporation for the exterior Savaria Chairlift. The Gold Level Service Agreement would cover all repairs (parts and labor) needed under normal usage and would cost \$1,800 annually. *
3. Approval and signature of a Federal Funds Contract Clause Addendum to accompany the lease agreement between the Upshur County Commission and the State of West Virginia by the Department of Administration – Real Estate Division for leased office space within the Upshur Buckhannon Health Department. This agreement was approved on October 31, 2024. *
4. Approval and signature of a letter to the WV Courthouse Facilities Improvement Authority requesting an extension of the granting period for the Courthouse staircase rehabilitation project. The scope of work has been completed; however, additional time will be needed to complete invoicing/payment and the final report. *
5. Review and signature of Request for Payment #14 for the Mt. Hope Water System Improvement Project in the amount of \$3,284.13. *

6. Approval and signature of two Federal Aviation Administration Outlay Reports and Requests for Reimbursements for Construction Programs located at the Upshur County Regional Airport. Both grant reimbursement requests are for the beacon project and are in the amounts of four thousand five hundred forty-six dollars (\$4,546.) and five thousand three hundred forty-eight dollars and forty-five cents (\$5,348.45). *
7. Consider the appointment of Clifton Shaw to the Safe Structures and Sites Enforcement Board as Fire Chief representative effective immediately through June 30, 2026 to fill an unexpired term. *
8. Approval of an advertisement for a full-time Deputy Sheriff in the Upshur County Sheriff's Office. Applications for admission to competitive examinations must be received by the close of business on Friday, January 17, 2025. These examinations will be part of the criteria used to establish an eligibility list for appointment to entry level positions of Deputy Sheriff. *
9. Correspondence from Cheyenne Troxell, Director of the 26th Judicial Circuit Community Corrections Program, requesting to hire Blake Williams as a full-time case aide. Upon approval, employment will be effective December 9, 2024, pending background check results. This position is a floater position between Upshur and Lewis Counties. *

Item may lead to Executive Session per WV Code §6-9A-4 (A)

Under Separate Cover

10. 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. Correspondence from Timothy Wine, Environmental Inspector with the West Virginia Department of Environmental Protection, providing a WV/NPDES Construction Stormwater Permit for the John C. Allen Regional Hub location. No deficiencies were noted during the inspection.
2. Proclamation from Governor Jim Justice stating that public employees may be excused from their work duties on the last half of Wednesday, November 27, 2024.
3. Upshur County Building & Floodplain Permits for the month of November, 2024.
4. Mt. Hope Water Association Water System Improvement Project Report dated November 21, 2024.
5. Request and fulfillment of Freedom of Information Act Requests from:
 - SmartProcure for purchasing records from August 2, 2024 through current
 - Clark Schaefer Strategic HR for base salary compensation information
6. Upshur County Sheriff's Financial Statement for period ending October 31, 2024.
7. Upshur County Fire Board, Inc. Financial Statements and Independent Auditor's Report for the fiscal year ended June 30, 2024.
8. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - None
 - b) Agendas and/or Notice of Meetings:
 - Buckhannon Upshur Airport Authority – Special Meeting November 22, 2024

- Elkins Road Public Service District December 3, 2024
 - City Council of Buckhannon December 5, 2024
- c) Meeting Minutes:
- Upshur County Parks and Recreation August 20, 2024
 - Upshur County Solid Waste Authority October 14, 2024
 - Upshur County Fire Board October 15, 2024

***Dates and times of monthly board meetings are viewable at:**
www.upshurcounty.org -- Upcoming events are listed on the main page.

9. Appointments Needed or Upcoming:

- Upshur County Building Commission (5-year term)
- Upshur County Safe Structures & Sites Enforcement Board (unexpired term 6/30/2026 – Fire Chief)

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

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

Tabled Items

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

Tabled 8-1-2024: Review a Resolution from the Upshur County Fire Board requesting the Upshur County Commission to consider an increase in the Fire Protection Service Fees by the next ballot referendum, as provided in WV Senate Bill 872. Consider taking action, per W.Va. Code §7-17-12(c)(2).

Next Regular Meeting of the Upshur County Commission
 December 12, 2024 --- 9:00 a.m.
 Upshur County Courthouse Annex

****The Commission Meeting Scheduled for December 26, 2024 has been cancelled. ****

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



WILLIAM K MARSHALL III
COMMISSIONER

MARK A SORSAIA
CABINET SECRETARY

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

DISCOUNTED RATE FY25 LEWIS COUNTY
PO BOX 466
WESTON, WV 26452

Invoice Number: 10124EBEF

Invoice Date: 11/6/2024 3:06:00 PM

Month of Service: October, 2024

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Discounted Rate FY25 Lewis County for the month of October, 2024. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

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

Month: October

Number of Inmate Days: 1,024

Per Diem Rate: \$45.97

Amount Due: October, 2024

\$47,073.28

This invoice amount is due and payable upon receipt.

Please Remit Payment to:
WV Division of Corrections and Rehabilitation
PO Box 40258
Charleston, WV 25364

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Regular Meeting

November 14, 2024 4:00 PM

~~ Public Board Meeting Agenda ~~

- I. Call to Order (Gee)

~~ ROUTINE MONTHLY BUSINESS ~~

- II. Minutes (10/08/24)

- III. General Manager's October

- IV. Reports (Snow-McKisic)

A. WATER:

1. Water Bills
2. Water Treasury Report
3. Water Adjustments Report
4. Water Purchase, Sales & Loss Report
5. Water Preventive Maintenance Report (*Preventing unplanned breakdowns*)
6. Water Repairs Report (*fixing unplanned breakdowns*)
7. Leak Detection Report (*finding and fixing leaks*)
8. Cross Connections/Backflow Report
9. New Taps (non-project)
10. Other

B. WASTEWATER:

1. Wastewater Bills
2. Wastewater Treasury Report
3. Wastewater Adjustments Report
4. Wastewater Treatment Purchase, Sales & Loss Report
5. Wastewater Preventive Maintenance Report (*Preventing unplanned breakdowns*)
6. Wastewater Repairs Report (*fixing unplanned breakdowns*)
7. New Taps (non-project)
8. Other

- V. PSD Policies and Job Descriptions (Snow-McKisic)

- VI. Personnel (Snow-McKisic)

- VII. Announcements (Snow-McKisic or board)

- VIII. Correspondence (Snow-McKisic)

~~ OLD BUSINESS ~~

- IX. Update on the Postal Service Issue (Snow-McKisic)

~~ NEW BUSINESS ~~

- X. Late-Received Agenda Items (Snow-McKisic)-11/11/24 Email from Jim Kelsh. Re: Weston Sanitary Board Rate Increase.

- XI. Adjournment



Jim Justice
Governor of West Virginia

November 15, 2024

Lewis County Commission
110 Center Avenue
Weston, WV 26452

Re: County Fire Protection Funding

Commissioners:

During the most recent Regular Session, we passed HB 5128, which I proudly signed into law. This legislation sets aside \$3,000,000 to the "County Fire Protection Fund" and is a huge win for our courageous firefighters. These funds are to be distributed to those county commissions of counties which have in place a countywide excess levy, or a countywide fee, dedicated to fire or emergency services. The distributions are now being made in strict adherence to the legislation, apportioned relative to each county's population's percentage of the aggregate population of all such qualifying counties combined.

It is with great pleasure that I share the news that your county will be receiving \$32,441.19 from the County Fire Protection Fund.

The allocation of these funds underscores the importance of bolstering our fire departments and emergency response teams. These services play an integral role in safeguarding our citizens, properties, and infrastructure. They are the backbone of our community's resilience in times of crisis and everyday emergencies.

From the bottom of my heart, thank you for all you do every day and for always "running to the fire" to ensure the continued safety and security of our communities.

Sincerely,

A handwritten signature in blue ink that reads "Jim Justice".

Jim Justice
Governor



State of West Virginia
John B. McCuskey
State Auditor

Office of the State Auditor
Local Government Services
200 West Main Street
Clarksburg, West Virginia 26301

Toll Free: (877) 982-9148
Telephone: (304) 627-2415
Fax: (304) 340-5090
www.wvsao.gov

November 18, 2024

Dear: West Virginia Assessors
West Virginia Sheriffs

I realize that some of you may be leaving office on December 31, 2024. I want to thank you for your service and commitment to your constituents and remind you of this code section.

§7-7-7a. Limit of budget expenditures.

(a) No county clerk, circuit clerk, joint clerk of the county commission and circuit court, if any, sheriff, county assessor or prosecuting attorney may, without the approval of the county commission, spend or obligate, before the end of the calendar year, more than fifty percent of the funds allocated for his or her office in the fiscal year budget, in any fiscal year where the person holding the office is leaving office due to either resignation or the results of an election.

(b) As used in subsection (a) of this section, "spend or obligate" includes, but is not limited to, increasing employee salaries to a level that would create a deficit in the budget if paid during the remainder of the fiscal year in addition to other anticipated expenditures.

As always, if you should have any questions or we can assist you in anyway, please let us know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ora L. Ash".

Ora L. Ash, Deputy State Auditor
Local Government Services

xc: All West Virginia County Commissions

LEWIS-GILMER E-911 YEARLY TOTALS

CAD #	DATE	2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
LEWIS COUNTY															
15	LEWIS SHERIFF		308	354	351	379	434	421	451	440	379	358	332		4207
10	WESTON PD		263	284	314	327	312	279	242	334	276	245	252		3128
250	WVSP WESTON		158	181	183	197	187	135	193	169	121	141	119		1784
230	LEWIS NRP		26	46	47	28	31	17	25	35	36	43	37		371
208	LEWIS EMS		252	249	249	222	288	274	274	330	249	245	251		2883
201	WESTON FD		141	108	102	75	124	113	102	115	98	97	106		1181
202	JANE LEW FD		68	47	47	31	59	58	65	74	46	45	70		610
203	PRICETOWN FD		22	20	14	13	30	22	21	24	21	20	24		231
204	WALKERSVILLE FD		21	11	27	12	26	15	23	20	20	17	11		203
205	JACKSON MILL FD		28	15	18	18	30	23	20	18	17	15	20		222
206	MIDWAY FD		6	6	3	6	4	6	7	3	5	4	5		55
	ANIMAL CONTROL		39	62	44						41	43			229
	DOGS PICKED UP		26	21	23					24	18	15			127
	OTHERS PICKED UP		3	3	21					11	3	4			45
														Total	15104

GILMER COUNTY															
104	GILMER SHERIFF		23	41	72	96	77	27	53	135	145	193	168		1030
102	GLENVILLE PD		82	103	22	20	15	26	60	92	70	70	68		628
103	GSU PD		6	6	7	4	1	1	2	7	11	6	14		65
150	WVSP GLENVILLE		46	58	37	28	53	32	29	30	37	29	27		406
130	GILMER NRP		1	7	5	2	1	6	8	4	2	4	6		46
175	GILMER EMS		96	93	87	76	78	112	96	123	114	135	102		1112
101	GLENVILLE FD		31	29	25	41	34	22	30	30	25	25	24		316
105	NORMANTOWN FD		2	4	5	8	8	8	4	4	3	5	8		59
106	SAND FORK FD		26	23	18	36	30	17	21	28	19	18	19		255
107	CEDARVILLE FD		1	3	2	4	2	1	4	3	2	5	2		29
108	TROY FD		6	8	11	14	7	1	3	15	13	4	9		91
	ANIMAL CONTROL		1	3	0	0	0	0	0	2	1	0	0		7
														Total	4044

Total by Month 1682 1785 1734 1637 1831 1616 1733 2070 1772 1786 1674 0

DATE 2024 JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC TOTALS

ZACH'S COUNTY	7	5	4	4	4	3	3	5	4	5	6	50
ZACH'S OWNER	4	1	3	2	2	2	4	3	0	0	2	23
ZACH'S SERVICE	1	1	1	1	1	3	0	1	2	0	1	12
ZACH'S TOTAL	12	7	8	7	7	8	7	9	6	5	9	85
A & S COUNTY	6	5	5	3	3	3	3	5	5	4	7	49
A & S OWNER	0	3	1	2	3	1	5	0	2	2	1	20
A & S SERVICE	1	1	1	1	1	3	1	0	2	1	1	13
A & S LARGE	1	0	1	0	0	2	0	1	0	0	0	5
A & S TOTAL	8	9	8	6	7	9	9	6	6	7	9	84
HITT'S COUNTY	7	4	5	4	4	3	3	5	4	4	6	49
HITT'S OWNER	2	1	1	0	2	2	4	0	3	0	1	16
HITT'S SERVICE	1	0	2	1	1	3	0	1	1	0	2	12
HITT'S TOTAL	10	5	8	5	7	8	7	6	8	4	9	77
LIPP'S COUNTY	7	4	5	4	3	4	3	5	4	4	7	50
LIPP'S OWNER	2	1	0	1	1	0	0	0	2	0	1	8
LIPP'S SERVICE	0	1	1	2	0	3	1	0	2	1	2	13
LIPP'S LARGE	1	1	1	0	0	2	0	1	0	1	0	7
LIPP'S TOTAL	10	7	7	7	4	9	4	6	8	6	10	78
TOLANDS COUNTY	7	4	5	4	3	4	3	5	4	4	6	49
TOLANDS OWNER	0	2	1	1	0	0	0	0	1	0	0	5
TOLANDS SERVICE	0	1	2	1	0	4	0	1	1	0	2	12
TOLANDS TOTAL	7	7	8	6	3	8	3	6	6	4	8	66
VALLEYCHAPEL COUNTY	7	4	5	4	3	4	3	5	4	4	6	49
VALLEY CHAPEL OWNER	1	0	2	1	1	0	2	1	1	1	2	12
VALLEY CHAPEL SERVICE	0	1	2	1	0	4	0	0	2	0	2	12
VALLEY CHAPEL LARGE	1	1	0	1	0	1	0	1	1	1	0	3
VALLEY CHAPEL TOTAL	9	6	9	7	4	9	5	7	8	6	10	80
LOVETT'S COUNTY					4	3	3	5	5	4	6	4
LOVETT'S OWNER					0	1	0	0	1	0	0	0
LOVETT'S SERVICE					1	3	1	0	2	0	1	1
LOVETT'S TOTAL					6	7	4	5	8	4	7	6
GILMER COUNTY												
GLEN- AUTO COUNTY	4	3	2	3	4	2	2	2	3	5	2	32
GLEN- AUTO OWNERS	5	1	0	4	2	2	2	2	6	1	0	25
GLEN- AUTO SERVICE	0	1	1	1	0	0	0	1	0	0	1	5
GLEN- AUTO TOTALS	9	5	3	8	6	4	4	5	9	6	3	62
A and S COUNTY	4	4	2	2	5	1	2	3	3	4	3	33
A and S OWNERS	0	2	0	1	0	0	3	2	9	3	1	21
A and S SERVICE	0	0	1	0	0	0	1	0	0	1	0	3
A and S LARGE	0	0	0	1	0	0	1	0	0	0	0	2
A and S TOTAL	4	6	3	4	5	1	7	5	12	8	4	59

2024

LEWIS-GILMER E-911 TELETYPE REPORT

LEWIS		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
LC SHERIFF	10-27	83	72	70	62	70	53	55	52	50	51	45		663
	10-28	72	70	60	54	61	50	48	50	50	50	41		606
	III & CIB	66	57	59	58	59	57	49	43	41	38	34		561
	OTHER	14	17	45	46	18	4	52	10	19	15	48		288
	DVP	17	15	27	35	34	29	35	33	34	26	24		309
WESTON PD	10-27	66	54	44	38	57	52	41	30	50	40	41		513
	10-28	43	40	40	31	34	44	40	31	45	43	31		422
	III & CIB	12	15	13	15	13	12	10	24	33	23	20		190
	OTHER	2	27	19	4	7	0	2	17	10	14	8		110
	DVP	12	13	7	15	4	7	3	11	12	14	6		104
WVSP	10-27	19	11	11	0	17	21	22	10	10	9	8		138
	10-28	11	11	9	0	11	13	12	17	11	8	9		112
	III & CIB	8	2	13	10	8	11	14	16	10	10	10		112
	OTHER	0	7	19	1	1	0	0	3	0	0	0		31
	DVP	7	17	7	7	23	5	9	5	4	11	6		101
NRP	10-27	2	6	0	2	3	4	9	0	0	2	5		33
	10-28	0	5	1	0	1	1	2	0	0	2	4		16
	III & CIB	0	2	0	5	0	0	0	7	2	0	0		16
	OTHER	0	1	0	0	0	0	1	1	0	0	0		3
	DVP	6	21	4	6	6	1	7	6	1	2	4		64
PROSECUTOR	10-27	28	12	0	0	0	0	0	0	0	0	0		40
	10-28	0	0	0	0	0	0	0	0	0	0	0		0
	III & CIB	16	14	14	11	16	21	22	21	13	2	8		158
	OTHER	1	2	0	2	1	0	0	0	0	0	0		6
	DVP	0	0	0	0	0	0	0	0	0	0	2		2
PROBATION	10-27	8	0	0	0	0	0	0	0	0	0	0		8
	10-28	0	0	1	0	0	0	0	1	0	0	0		2
	III & CIB	36	0	0	0	0	0	4	0	3	0	18		61
	OTHER	6	0	0	0	0	0	0	0	0	0	0		6
	DVP	2	0	0	0	0	0	0	0	0	0	0		2
SWJS PARK	10-27	0	0	0	0	0	0	0	0	0	0	0		0
	10-28	0	0	0	0	0	0	0	0	0	0	0		0
	III & CIB	0	0	0	0	0	0	0	0	0	0	0		0
	OTHER	0	0	0	0	0	0	0	0	0	0	0		0
	DVP	0	0	0	0	0	0	0	0	0	0	0		0
FAMILY COURT	III & CIB	0	0	0	0	0	0	0	0	0	0	0		0
DAY REPORT	10-27	0	0	0	0	0	0	0	0	0	0	0		0
	10-28	0	0	0	0	0	0	0	0	0	0	0		0
	III & CIB	0	0	0	0	0	0	0	0	0	0	0		0
	OTHER	0	0	0	0	0	0	0	0	0	0	0		0
	DVP	0	0	0	0	0	0	0	0	0	0	0		0

TOTAL TRANSACTIONS 4677

United States of America

State of West Virginia



County of Lewis, ss:

Closing Order

In Lewis County West Virginia

Before the Lewis County Commission, West Virginia

In Re: Delinquent and Unprogressed Estates

According to the Code of West Virginia, §44-3A-24, the appointed personal representatives in the following list of estates are hereby Ordered to file a statement to show cause why the county commission should not find the personal representative delinquent in his or her administration of the respective estate and should not remove the personal representative from office, administratively close the estate, or take such other action against the personal representative as may be proper.

Given under my hand on this the _____ day of _____, _____.

President of the Lewis County Commission

Given under my hand on this the _____ day of _____, _____.

Cynthia S. Rowan
Clerk of the Lewis County Commission

ESTATE NUMBER: 400
APPOINTMENT DATE 12/30/2016 Delinquent
ESTATE NAME: FRANCES MCCUE FRANCES MCCUE WILFONG
CO EXECUTOR JERRY KIRK
986 ASHTON PI
MORGANTOWN WV 26508-6874
CO EXECUTRIX FRANCENE KIRK
986 ASHTON PIACE
MORGANTOWN WV 26508-6874

ESTATE NUMBER: 969
APPOINTMENT DATE 07/26/2016 Delinquent Referred
ESTATE NAME: BARBARA D KEISTER
ADMINISTRATOR DBN DAVID GOSA, SHERIFF
110 CENTER AVENUE
WESTON WV 26452-1964
FIDUCIARY COMMISSIONER JOSEPH W. WAGONER
183 EDGEWOOD DRIVE
WESTON WV 26452-8541

ESTATE NUMBER: 1035
APPOINTMENT DATE 06/17/2019 Delinquent
ESTATE NAME: KENNETH JAMES ROMEL
ADMINISTRATRIX DBN SHEILA ROMEL
PO BOX 363
WESTON WV 26452-0363

ESTATE NUMBER: 1136
APPOINTMENT DATE 04/12/2017 Delinquent
ESTATE NAME: BARBARA ANN WILLIAMS

ESTATE NUMBER: 1345
APPOINTMENT DATE 04/17/2018 Delinquent
ESTATE NAME: JANET KAY PARMER
ADMINISTRATOR KENNETH J. PARMER (DECEASED 11/22/2020)
8350 COPLEY ROAD
WESTON WV 26452-7271

ESTATE NUMBER: 1349
APPOINTMENT DATE 04/20/2018 Delinquent
ESTATE NAME: JOE RADCLIFF
ANCILLARY ADMINISTRATOR CTA SHARON PICKENS
154 US HWY 19 NORTH
WESTON WV 26452-7030

ESTATE NUMBER: 1470
APPOINTMENT DATE 12/10/2018 Delinquent
ESTATE NAME: LETHA SHANNON BAILEY
EXECUTOR / TRUSTEE CLAY ALLEN BAILEY
938 HASTINGS RUN ROAD
MT. CLARE WV 26408-6991

ESTATE NUMBER: 1483
APPOINTMENT DATE 02/08/2019 Delinquent
ESTATE NAME: ROBERT E. LAKE
ADMINISTRATRIX AUDREY L. HILGENFELD
4750 PIGOTT ROAD SW
SHALLOTTE NC 28470

ESTATE NUMBER: 1485
APPOINTMENT DATE 01/10/2019 Delinquent
ESTATE NAME: SANDRA CARLENE GOLDEN
ADMINISTRATOR ERIC GOLDEN
411 FREAM STREET
PENNSBORO WV 26415-1228

ESTATE NUMBER: 1495
APPOINTMENT DATE 02/22/2019 Delinquent
ESTATE NAME: JAMES MICHAEL WHITT
ADMINISTRATRIX MARY A. ANDERSON
PO BOX 106
BUCKHANNON WV 26201-0106

ESTATE NUMBER: 1511
APPOINTMENT DATE 02/28/2019 Delinquent
ESTATE NAME: ROBERT LEE BAILEY
ADMINISTRATRIX MICHELLE LEE BAILEY
1309 14TH STREET
AURORA NE 68818-1613

ESTATE NUMBER: 1617
APPOINTMENT DATE 05/02/2019 Delinquent Referred
ESTATE NAME: MARY JANE BAILEY
CO EXECUTOR FRED A. BAILEY
4853 OLD MILL ROAD
JANE LEW WV 26378-8003
CO EXECUTOR CHARLES D. BAILEY
127 MCCANNS RUN ROAD
JANE LEW WV 26378-8149
FIDUCIARY COMMISSIONER W. T. WEBER JR.
PO BOX 270
WESTON WV 26452-0270

ESTATE NUMBER: 1625
APPOINTMENT DATE 04/25/2019 Delinquent
ESTATE NAME: SANDRA HEATER
ADMINISTRATOR SHAWN HEATER
113 RIGHT FORK ROAD
WALKERSVILLE WV 26447-8393

ESTATE NUMBER: 1626
APPOINTMENT DATE 04/25/2019 Delinquent Referred
ESTATE NAME: JACKIE D. WINE
EXECUTOR GARY SCOTT WINE
924 CLINTON AVENUE SW
CANTON OH 44706-5155
FIDUCIARY COMMISSIONER W. T. WEBER JR.
PO BOX 270
WESTON WV 26452-0270

ESTATE NUMBER: 1689
APPOINTMENT DATE 05/14/2019 Delinquent
ESTATE NAME: JOSEPH EDMUND CRAFT
ADMINISTRATRIX CTA MELINDA J. WITT
709 TIMBER LAKE CIRCLE
SOUTHLAKE TX 76092-7251

ESTATE NUMBER: 1691
APPOINTMENT DATE 05/15/2019 Delinquent
ESTATE NAME: EMOGENE DORIS FISHER
EXECUTRIX DENISE RENEE SMITH
1527 GLADY FORK ROAD
WESTON WV 26452-7425

ESTATE NUMBER: 1734
APPOINTMENT DATE 12/23/2019 Delinquent
ESTATE NAME: ROY HOWARD SKINNER
EXECUTOR JEREMY BRET SKINNER
1921 BENSON ROAD
JANE LEW WV 26378

ESTATE NUMBER: 1735
APPOINTMENT DATE 07/30/2019 Delinquent
ESTATE NAME: MARGARET L. SHEARER
ADMINISTRATOR SHAWN DOLAN
168 QUARREY GLENN DRIVE
APT. 707
WESTON WV 26452-9690

ESTATE NUMBER: 1749
APPOINTMENT DATE 06/25/2019 Delinquent
ESTATE NAME: MARK ANTHONY GAINER
ADMINISTRATRIX CONNIE GAINER
541 UPLAND ROAD
HORNER WV 26372-9772

ESTATE NUMBER: 1783
APPOINTMENT DATE 08/22/2019 Delinquent
ESTATE NAME: DENIS JOHN HOGAN
ADMINISTRATRIX MARY R. HOGAN
431 EDGEWOOD DRIVE
WESTON WV 26452-8547

ESTATE NUMBER: 1795
APPOINTMENT DATE 08/27/2019 Delinquent
ESTATE NAME: THOMAS EUGENE BROWN
EXECUTRIX CONNIE SEARS
5090 HACKERS CREEK ROAD
WESTON WV 26452

ESTATE NUMBER: 1796
APPOINTMENT DATE 08/30/2019 Delinquent
ESTATE NAME: WILLIAM LAWRENCE LAW
EXECUTOR WILLIAM JEFFREY LAW
2942 HACKERS CREEK ROAD
JANE LEW WV 26378-8300

ESTATE NUMBER: 1799
APPOINTMENT DATE 09/04/2019 Delinquent
ESTATE NAME: KAREN SUE MAYO
ADMINISTRATRIX JOYCE DIANA MAYO
37 WHITT ROAD
HORNER WV 26372-9797

ESTATE NUMBER: 1800
APPOINTMENT DATE 09/09/2019 Delinquent
ESTATE NAME: JASON SCOTT MARFIELD
ADMINISTRATRIX SANDRA MARFIELD
23 DIXIE DRIVE
BUCKHANNON WV 26201-4661

ESTATE NUMBER: 1801
APPOINTMENT DATE 09/10/2019 Delinquent
ESTATE NAME: ORVAL V. SPROUSE
ADMINISTRATOR CTA DANNY GENE SPROUSE
3065 US HWY 19 N
JANE LEW WV 26378-8339

ESTATE NUMBER: 1807
APPOINTMENT DATE 09/20/2019 Delinquent
ESTATE NAME: REED THOMAS STEWART
EXECUTRIX SHIRLEY P. STEWART
710 LYNN AVENUE
WESTON WV 26452-2144

ESTATE NUMBER: 1808
APPOINTMENT DATE 09/25/2019 Delinquent
ESTATE NAME: ROBERT EUGENE STOUT
ADMINISTRATRIX CHARLENE DIANNE HYDE
1808 LAUREL LICK ROAD
WESTON WV 26452-7524

ESTATE NUMBER: 1833
APPOINTMENT DATE 10/24/2019 Delinquent
ESTATE NAME: HURLEY A. CURTIS
ADMINISTRATOR CHARLES G. CURTIS
28448 E 137 STREET SOUTH
COWETA OK 74429-7094

ESTATE NUMBER: 1841
APPOINTMENT DATE 12/04/2019 Delinquent
ESTATE NAME: SIDNEY DARRELL ROLES AKA SIDNEY D. ROLES
EXECUTOR MARK DION ROLES
2514 KINCHELOE ROAD
JANE LEW WV 26378-6822

ESTATE NUMBER: 1846
APPOINTMENT DATE 11/20/2019 Delinquent
ESTATE NAME: JOSEPH L. MAYLE
EXECUTRIX SUE E. MAYLE
1122 BRIAN HARDMAN ROAD
HORNER WV 26372-9501

ESTATE NUMBER: 1861
APPOINTMENT DATE 12/13/2019 Delinquent
ESTATE NAME: ROBERT JAMES BILLETER
EXECUTRIX EILEEN HORVATH BILLETER
1 EAST 4TH STREET
WESTON WV 26452-2056

ESTATE NUMBER: 1877
APPOINTMENT DATE 01/15/2020 Delinquent
ESTATE NAME: HELEN MARIE BUTLER AKA HELEN M. BUTLER
ADMINISTRATRIX CTA DEBBIE RADCLIFF
651 LOCUST AVENUE
WESTON WV 26452-2161

ESTATE NUMBER: 1889
APPOINTMENT DATE 01/23/2020 Delinquent
ESTATE NAME: BRENDA MARLENE BRAGG
ADMINISTRATOR OKEY LEWIS BRAGG
515 MONROE AVENUE
WESTON WV 26452-1843

ESTATE NUMBER: 1893
APPOINTMENT DATE 02/03/2020 Delinquent
ESTATE NAME: RANDEL LYNN MCVAY
ADMINISTRATRIX JESSICA MCVAY
112 CENTER STREET
GLENVILLE WV 26351-1304

ESTATE NUMBER: 1894
APPOINTMENT DATE 01/29/2020 Delinquent
ESTATE NAME: BARBARA JEAN MACLEOD
ADMINISTRATRIX ROBERTA GAILE FISHER
764 POPLAR STREET
JANE LEW WV 26378-8196

ESTATE NUMBER: 1897
APPOINTMENT DATE 02/04/2020 Delinquent
ESTATE NAME: RITA SUE ALKIRE
ADMINISTRATOR JONATHAN PAUL EIZENBERG
1 BON PRICE TERRACE
OLIVETTE MO 63132-3705

ESTATE NUMBER: 1905
APPOINTMENT DATE 02/18/2020 Delinquent
ESTATE NAME: ANN M. WHITE
ADMINISTRATOR KENNETH C. WHITE
585 GLADY FORK ROAD
WESTON WV 26452-7420

ESTATE NUMBER: 1908
APPOINTMENT DATE 03/02/2020 Delinquent
ESTATE NAME: ALICE M. FOGLESONG
EXECUTOR LEIGH H. ERVINE
5165 SHEPHERDSTOWN ROAD
MARTINSBURG WV 25404-0111

ESTATE NUMBER: 1913
APPOINTMENT DATE 03/11/2020 Delinquent
ESTATE NAME: JULIUS CAESAR ANTHONY TUCCI
ADMINISTRATOR CTA JAMES M. TUCCI
209 JOHN STREET
APT 6
WESTON WV 26452-2190

ESTATE NUMBER: 1918
APPOINTMENT DATE 03/03/2020 Delinquent
ESTATE NAME: TERRY CHIPPS
ADMINISTRATRIX MARY K. CHIPPS
2395 BIG RUN ROAD
WALKERSVILLE WV 26447-8158

ESTATE NUMBER: 1924
APPOINTMENT DATE 03/11/2020 Delinquent
ESTATE NAME: ROBERT C. DODSON
EXECUTOR JONATHAN R. DODSON
710 CHERRY RIDGE DRIVE
WESTON WV 26452-7855

ESTATE NUMBER: 1925
APPOINTMENT DATE 03/09/2020 Delinquent
ESTATE NAME: IDA J. HAMRICK
EXECUTOR TIMOTHY HAMRICK
648 COURT STREET
WESTON WV 26452-2173

ESTATE NUMBER: 1942
APPOINTMENT DATE 04/24/2020 Delinquent
ESTATE NAME: CARNELLIA JUNE PUMPHREY
ADMINISTRATOR CTA SHERIFF DAVID GOSA
110 CENTER AVENUE
WESTON WV 26452-1964

ESTATE NUMBER: 1963
APPOINTMENT DATE 06/24/2020 Delinquent
ESTATE NAME: KATHRYN ELIZABETH EAKLE
ADMINISTRATOR DANIEL EAKLE
4174 US HWY 33 W
WESTON WV 26452-7227

ESTATE NUMBER: 1973
APPOINTMENT DATE 06/30/2020 Delinquent
ESTATE NAME: SALLY R. METZ
ADMINISTRATOR BERNARD DWAYNE METZ
2061/2 SOUTH MAIN AVENUE
WESTON WV 26452-1530

ESTATE NUMBER: 1974
APPOINTMENT DATE 06/24/2020 Delinquent
ESTATE NAME: MICHAEL E. MCCALL
ADMINISTRATOR MICHAEL S. MCCALL
1252 OLD RT 33
WESTON WV 26452-7547

ESTATE NUMBER: 1976
APPOINTMENT DATE 04/11/2001 Delinquent
ESTATE NAME: NINA BEAN
ADMINISTRATRIX LESLEY IRENE PERTZ
PO BOX 156
WALKERSVILLE WV 26447-0156

ESTATE NUMBER: 1994
APPOINTMENT DATE 07/09/2020 Delinquent
ESTATE NAME: WILLIAM J. DENNISON, III
ADMINISTRATOR WILLIAM J. DENNISON, II
811 CAP RUN ROAD
WALKERSVILLE WV 26447-8107

ESTATE NUMBER: 1998
APPOINTMENT DATE 07/13/2020 Delinquent Referred
ESTATE NAME: JANET E. BURROWS
EXECUTOR JARED CARPENTER
1858 WOLF PEN ROAD
CRAWFORD WV 26343-8124
FIDUCIARY COMMISSIONER G. W. MORRIS II
PO BOX 329
WESTON WV 26452-0329

ESTATE NUMBER: 2002
APPOINTMENT DATE 07/14/2020 Delinquent
ESTATE NAME: BETTY L. REED
EXECUTRIX BRENDA L. REED
226 COTTAGE AVENUE
WESTON WV 26452-1912

ESTATE NUMBER: 2035
APPOINTMENT DATE 09/01/2020
ESTATE NAME: WAYMON BURL KINCAID
ADMINISTRATOR RICK KINCAID
4377 GEORGETOWN ROAD
HORNERSVILLE WV 26372-9630

ESTATE NUMBER: 2048
APPOINTMENT DATE 10/07/2020
ESTATE NAME: SUSAN RUTH BENNETT FLANIGAN
ADMINISTRATOR THOMAS VINCENT BENNETT
537 PATE DRIVE
FORT MILL SC 29715-6547

ESTATE NUMBER: 2052
APPOINTMENT DATE 10/19/2020
ESTATE NAME: NELSON RAYMOND BATES
ADMINISTRATRIX CATLIN R. BATES
3605 US HWY 19 N
JANE LEW WV 26378

ESTATE NUMBER: 2053
APPOINTMENT DATE 10/09/2020
ESTATE NAME: MARGARET DAVISSON
ADMINISTRATOR RYCKE L. DAVISSON
103 4-B MOBILE ETATES
WESTON WV 26452-1651

ESTATE NUMBER: 2057
APPOINTMENT DATE 10/20/2020
ESTATE NAME: RICHARD WAYNE DUNHAM
EXECUTOR CHAD ERIC DUNHAM
19 MILLSTONE ROAD
WESTON WV 26452-8057

ESTATE NUMBER: 2061
APPOINTMENT DATE 11/09/2020
ESTATE NAME: MARY SUE TAYLOR MATTINGLY
CO EXECUTOR DOUGLAS LEE TAYLOR
PO BOX 555
JANE LEW WV 26378-0555
CO EXECUTRIX KAREN SUSANNA TAYLOR
PO BOX 555
JANE LEW WV 26378-0555

ESTATE NUMBER: 3182
APPOINTMENT DATE 10/21/2010 Delinquent
ESTATE NAME: GARY G. WILFONG
ADMINISTRATRIX KELLY SUE WILFONG
146 QUARRY GLENN APARTMENTS
WESTON WV 26452

ESTATE NUMBER: 3233
APPOINTMENT DATE 07/07/2010 Delinquent
ESTATE NAME: JOHN EDWARD WILLIAMS
ADMINISTRATOR MARK H. REED ESQ.
23 WEST MAIN STREET
BUCKHANNON WV 26201-2278

ESTATE NUMBER: 3234
APPOINTMENT DATE 08/01/2005 Delinquent
ESTATE NAME: BROOKS WAYNE WESTFALL
ADMINISTRATRIX SARA JANE SWIGER
245 JOHN STREET
WESTON WV 26452-2135

ESTATE NUMBER: 3235
APPOINTMENT DATE 10/09/1984 Delinquent
ESTATE NAME: MARY MAGDALENE HENRY
EXECUTRIX CAROL SUE TURNER
511 PERRY STREET APT H
LANTANO FL 33462-4571

ESTATE NUMBER: 3236
APPOINTMENT DATE 03/04/2011 Delinquent
ESTATE NAME: MELVIN D. WENTZ
EXECUTRIX MARGENE L WENTZ
212 REXROAD DRIVE
WESTON WV 26452-8116

ESTATE NUMBER: 3240
APPOINTMENT DATE 11/15/1999 Delinquent
ESTATE NAME: ELEANOR LEA HENLINE
ADMINISTRATOR BOBBY R. HENLINE
RT 1 BOX A-1
WESTON WV 26452

ESTATE NUMBER: 3243
APPOINTMENT DATE 04/24/2009 Delinquent
ESTATE NAME: AUDREY M. THOMAS
EXECUTRIX AMY MICHELLE POSEY
1347 WOLFE PEN RUN ROAD
WESTON WV 26452-7159

ESTATE NUMBER: 3244
APPOINTMENT DATE 06/26/2008 Delinquent
ESTATE NAME: ROSEMARY TERRY
EXECUTOR DAVID RAY TERRY
208 W 7TH
WESTON WV 26452-1637

ESTATE NUMBER: 3245
APPOINTMENT DATE 06/26/2006 Delinquent
ESTATE NAME: RICHARD F. TERRY
EXECUTOR DAVID RAY TERRY
208 W. 7TH STREET
WESTON WV 26452-1637

ESTATE NUMBER: 3247
APPOINTMENT DATE 10/05/2010 Delinquent
ESTATE NAME: HAROLD W. STORICKS
EXECUTRIX LYNN ANN STORICKS LOWTHER
PO BOX 24
LINN WV 26384

ESTATE NUMBER: 3248
APPOINTMENT DATE 08/01/2007 Delinquent
ESTATE NAME: TYVIS K. STONE
ADMINISTRATOR DWAIN K. STONE
17312 TAMARACK DRIVE
WILLIAMSPORT MD 21795-1618

ESTATE NUMBER: 3296
APPOINTMENT DATE 04/21/2011 Delinquent
ESTATE NAME: JOHN L. PETERSEN
EXECUTRIX H. CLAIR KING
1780 LAUREL RUN ROAD
WESTON WV 26452-7287

ESTATE NUMBER: 3297
APPOINTMENT DATE 09/29/2006 Delinquent
ESTATE NAME: LOUISE WARNER
EXECUTOR JOHN CRAIG WARNER
602 MITCHELL STREET
ITHACA NY 14850-4917



INVOICE

1/14

Office of the State Auditor

1900 Kanawha Boulevard East
Building 1, Room W-100
Charleston, WV 25305

Lewis County Commission
110 Center Avenue
Weston, WV 26452

Invoice Date 11/25/2024
Invoice Number 24448
Project Number 20555

Fiscal Year: 2022
Audit Type: Agreed Upon
Procedures -
Magistrate Court

Description Lewis County Magistrate Court AUP

(Magistrate Court System payable from General School Fund)

Total Contract Amount	\$10,240.00
Total Invoice Amount	\$10,240.00
Total Payments Received	\$0.00
Total Amount Due	\$10,240.00
Invoice Due Date	12/25/2024

Make Check Payable to: WV State Auditor

For Online Payments:

Mail To:

Go To:

WV State Auditor
Attn: Chief Inspector Division
1900 Kanawha Boulevard East
Building 1, Room W-100
Charleston, WV 25305

<https://www.wvsao.gov/ChiefInspector/Default>

Or Call:
304-558-2261 Ext. 8663

State of West Virginia
State Tax Department
Property Tax Division
Charleston, WV 25301

Lewis County Commission
Lewis County Courthouse
Weston, WV 26452-0706

Invoice #

Q1FY25 Lewis

Please indicate the Invoice number on your check and/or remit a copy of this invoice with payment for proper posting. Thank you!

This invoice which is due upon receipt indicates the accumulated charges for July, Aug., and Sept. 2024

You may call 304 558-1076 or email Stacey.M.Tully@wv.gov with questions regarding this invoice.

	July	August	September
CPU (Processing)	\$0.31	\$0.00	\$0.30
Printer	\$1,183.17	\$0.00	\$1,003.45
WVNET	\$122.53	\$122.53	\$122.53
Data Circuits	\$0.00	\$0.00	\$0.00
System Support	\$9,579.47	\$998.79	\$3,339.36
Misc. (Postage, Supplies, etc.)	\$3,676.98	\$0.00	\$9,792.32
MONTHLY TOTAL	\$14,562.47	\$1,121.32	\$14,257.96
	Total Due	\$29,941.75	
	Credit	\$0.00	
	Total Due	\$29,941.75	

Please Remit To:

**State Tax Department
Operations Division
Attn: Stacey M. Tully
1001 Lee Street, East
Charleston, WV 25301**

Lewis County Trail initiative

Lewis County Community Foundation Grant Application Fall FY25

Lewis County Commission

110 Center Ave, Weston
Weston, WV 26452

rsmith@lewiscountywv.org
O: 304-269-8200

Mr Ray Smith

PO Box 466
Weston, WV 26452

rsmith@lewiscountywv.org
O: 304-269-4993
M: 304-695-0488

FollowUp Form

Terms & Conditions

Project Name

Name of Project.

Lewis County Trail initiative

Grant Period: Grantees have twelve months from the grant award day to complete their project.

Amount Awarded

\$8,390.00

Project Description

Provide a one sentence description of the project for which you seek funding.

Engaging, informing, and inspiring the community and local businesses to support the Blueprint Trail Initiative.

Terms and Conditions

Special terms and conditions for this grant:

Funds

Funds from which grant is awarded:

Lewis County Community Foundation Fund - Benedum

GRANT TERMS

- 1.The grant shall be used exclusively for the purposes specified in this Grant Agreement, and any alternative use of funds, or changes to the grant budget, must be authorized in advance in writing by the Parkersburg Area Community Foundation and Regional Affiliates (Foundation) or funds must be forfeited and/or returned.
2. (Not applicable for public entities and/or government agencies) Grantee will keep its tax-exempt status as a recognized 501(c)(3) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from foundations to the Grantee organization. This includes but is not limited to (a) the prohibition against intervening in political campaigns or supporting an attempt to influence legislation except to the extent that such activities are permissible under IRS rules for 501(c)(3) organizations; and (b) limiting the use of the grant funds to the Grantee’s authorized taxable purposes.
- 3.Grantee will notify the Foundation concerning a change or proposed change in the Grantee’s tax-exempt status. If the Grantee’s tax-exempt status changes, the Foundation reserves the right to require that all remaining grant funds are immediately forfeited and/or returned.
4. Provided that this grant agreement has been submitted, the Foundation will pay the grant within approximately 2 weeks of the agreement form due date. The grant period is 12 months. You must submit a final report within the 12-month grant period. If you can not complete you project within the grant period, you must contact the Foundation to discuss extension of the grant period.

Payee

Indicate to whom the grant check should be paid, if different than the applicant organization (for example, if you are using a fiscal agent):

- 5. Expenses charged against this grant may not be incurred prior to the start of the grant period.
- 6. You will not be permitted to submit another grant request to the Foundation until your final report on this grant has been submitted.
- 8. Grantee must keep records of receipts and expenditures and make its books and records available to the Foundation at reasonable times.
- 9. The Foundation expects to receive recognition for its support in any publications, announcements, or materials related to the grant-funded project.
- 10. In accepting this grant, the Grantee agrees to indemnify, defend and hold harmless the Foundation and its agents and employees from any liability, loss, cost, injury, damage or other expense that may be incurred by the Foundation or claimed by any third person against it as a result of the Foundation's funding of the Project or any action or non-action taken in connection with the Project.

ACCEPTANCE OF TERMS & CONDITIONS*

This grant is conditional upon Grantee’s acceptance of the terms and conditions set forth herein. By selecting the “I Accept Grant Terms and Conditions” below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

I Accept Grant Terms and Conditions

AUTHORIZED SIGNATURE

By typing in your Name, Title, and Date in the spaces below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter into this agreement by electronic means.

Name*

Title*

Date*

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:
BOBBY STEWART
President
ROD WYMAN
Commissioner
AGNES QUEEN
Commissioner

John Breen
Lewis County Assessor
110 Center Avenue
Weston, WV 26452

WV State Tax Department
Mineral and Industry Division
1900 Kanawha Blvd, East
Charleston, WV 25305

December 10, 2024

Per West Virginia Code §11-3-24, the Lewis County Commission directs the Lewis County Assessor and WV State Tax Department Mineral and Industry Division to work on the Lewis County property tax books during the month of February 2025 to correct all errors in name, description and valuation of property to comply with the provisions set forth in the referenced WV Code. No assessments shall be increased without the proper notice as required by the Code and a list of all changes will be provided at the end of the Board of Equalization and Review for County Commission approval.

Sincerely,

Bobby Stewart
President
Lewis County Commission



WEST VIRGINIA
COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
2003 QUARRIER STREET
CHARLESTON, WV 25311

L. D. EGNOR
CHAIRMAN EMERITUS

JOSEPH M. ALONGI
CHAIRMAN

WV COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY

22nd Cycle

Contract Signing Instruction Sheet

- Enclosed are your award notice, two contracts, two check-off lists of the grant requirements, a copy of the special conditions and assurances which were part of the original application, a copy of mandatory reports and a checklist from the State Historic Preservation Office (SHPO). Our grant reports are also available on our website: www.cfia.wv.gov. They can be found within the tab labeled "Grant Forms". These forms were also emailed to the Grant Manager.
- The contracts must be signed by the County Commission President **ONLY**. In addition, the check-off lists must be initialed and signed by the Commission President. Please sign the two contracts (in **BLUE** ink) and return both copies of the contract and the check-off sheets. *The award notice is for you to keep.* After we have received the contracts and check-off sheets, Shelly will sign, and we will return one of the contracts and one check-off sheet to you for your file.
- Should you have any questions regarding the SHPO information, please contact their office. We simply included their information to assist you with the section 106 review process.
- Please notify our office if you need a copy of your original application. It is included as an attachment to the contract.

If you have any questions or comments, please contact us at (304) 558-5435, (304) 380-4032, or via email at shelly.murray@wvcfia.com.

**West Virginia
Courthouse Facilities
Improvement Authority
Funding Award**

Notification Date
November 2024

Application Number:
22cycLewis21

GRANT ID NUMBER
22cycLewis2025

State Fund Number
8685

Grant Cycle
022

Program Name
WV Courthouse Facilities
Improvement Authority

F.E.I.N: 55-6000338

Recipient Name and Address:

Lewis County Commission
110 Center Avenue
Weston, WV 26452

Funding Period

From: January 1, 2025
To: December 31, 2025

Project Name

Mechanical (HVAC) – Replacing the Courthouse Annex HVAC.

Funding Program ID:

CFIF

Project Number:

22cycLewis22CY202521

Project Description:

Replacing the Courthouse Annex HVAC.

Special Requirements:

Change Orders:

Number: **Date:** **Purpose:**

COPY OF ORIGINAL AGREEMENT IS ON FILE IN THE OFFICE OF THE COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY AND IS AVAILABLE FOR INSPECTION.

Maximum Amount Approved:

\$100,000.00

Authorized Signature:

Shelly L. Murray

Shelly L. Murray
Executive Director

WV Courthouse Facilities Improvement Authority

Date

11/22/2024

Payment Advice: Reimbursement contingent upon project completion and submission of all required documentation. All project funds secured from sources other than CFIA are the responsibility of the County Commission.

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Lewis County Commission]

Grant ID Number: 22cycLewis2025

Application Number: 22cycLewis21

This **AGREEMENT** is entered into this 12th day of December, 2024/25 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority (“CFIA”), for and on behalf of the State of West Virginia, and the President of the [Lewis] County Commission (the “Recipient” and together with CFIA, the “Parties”).

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the “State”) known as the Courthouse Facilities Improvement Fund (the “Fund”);

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform and carry out in a satisfactory and proper manner as determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2025 and shall continue such duties until completed or no later than December 31, 2025. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to [\$100,000.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(email and/or on USB preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include

submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.

11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State Historic Preservation Programs).
16. Where a county commission has received grant money to fund a project, and such courthouse facility is thereafter sold, the county commission shall reimburse the Fund the

amount of the grant.

17. The Parties agree that notice shall be given by personal service or mailed by certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - A. Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311
 - B. **Recipient Mailing Address**
[Lewis County Commission]
[110 Center Avenue]
[Weston, WV 26452]
18. The Recipient shall hold and save CFIA and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
19. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
20. This Agreement shall be governed by and construed in accordance with the laws of the State.
21. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
22. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties attach their signatures representing that each is acting with full authority.

Commission President
Signature

Date 15/12/24

Bobby Stewart - President's Printed Name

Shelly L. Murray
Executive Director
Courthouse Facilities Improvement Authority

Date _____

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Lewis County Commission]

Grant ID Number: 22cycLewis2025

Application Number: 22cycLewis21

This **AGREEMENT** is entered into this 12th day of December 2024/25 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority (“CFIA”), for and on behalf of the State of West Virginia, and the President of the [Lewis] County Commission (the “Recipient” and together with CFIA, the “Parties”).

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the “State”) known as the Courthouse Facilities Improvement Fund (the “Fund”);

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform and carry out in a satisfactory and proper manner as determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2025 and shall continue such duties until completed or no later than December 31, 2025. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to [\$100,000.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(email and/or on USB preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include

submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.

11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State Historic Preservation Programs).
16. Where a county commission has received grant money to fund a project, and such courthouse facility is thereafter sold, the county commission shall reimburse the Fund the

amount of the grant.

17. The Parties agree that notice shall be given by personal service or mailed by certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - A. Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311
 - B. **Recipient Mailing Address**
[Lewis County Commission]
[110 Center Avenue]
[Weston, WV 26452]
18. The Recipient shall hold and save CFIA and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
19. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
20. This Agreement shall be governed by and construed in accordance with the laws of the State.
21. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
22. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties attach their signatures representing that each is acting with full authority.

_____ Date 12/10/24
Commission President
Signature

Bobby Stewart _____ - President's Printed Name

_____ Date _____
Shelly L. Murray
Executive Director
Courthouse Facilities Improvement Authority

**WV Courthouse Facilities Improvement Authority (CFIA)
22nd Cycle Funding Recipient Check-Off List**

By initialing below, I, Bobby Stewart of the Lewis County Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 22nd Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

Initials

Requirement Description

_____ The contract term will be from January 1, 2025 to December 31, 2025. The approved project will be completed by the contract end date, or the Commission will apply for an extension of the project before the end date in accordance with the guidelines of the Funding Assistance Contract Agreement.

_____ A Project Completion Report is due when the project is complete. A project completion report is included within the contract packet and describes the requirements for the report. **A Project Completion Report must be submitted before additional grants may be awarded to a county from the CFIA.**

_____ All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to wage laws, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. **CFIA projects are NOT emergency projects or sole source projects. A minimum of three bids must be considered prior to awarding a contract. I understand all CFIA projects must be publicly bid in the newspaper and by other means in order to make every effort to obtain a minimum of three bids. All projects must be reviewed by SHPO (State Historic Preservation Office) regardless of historic value of the building.**

_____ Quarterly Progress Reports must be received by the 20th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.

_____ Counties may request reimbursement up to three times during the life of this grant award. Each reimbursement request must represent the match requirement of 20% county funds and 80% CFIA funds, not to exceed the maximum amount of the grant award.

_____ No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures:

_____ Commission President

12/10/24
Date

_____ CFIA Executive Director

_____ Date

**WV Courthouse Facilities Improvement Authority (CFIA)
22nd Cycle Funding Recipient Check-Off List**

By initialing below, I, Bobby Stewart of the Lewis County Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 22nd Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

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_____ No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures:

_____ Commission President

12/10/24
Date

_____ CFIA Executive Director

_____ Date

Special Conditions and Assurances

The applicant hereby certifies and assures that it shall comply with the following special conditions, regulations, policies, guidelines, and requirements of the Courthouse Facilities Improvement Authority. These policies, Special Conditions, and Assurances apply to all funds expended for purposes associated with this project.

1. **Commencement within 60 days:** The funded project must be initiated within 60 days of the project starting date specified in the contract agreement. If the project has not been initiated within 60 days of the specified project starting date, the Authority may accept a written explanation of the delay by the county applicant to terminate the funding agreement.
2. **Project Completion:** If the funded project is incomplete by the end date specified in the contract agreement, the county applicant must submit to the Authority a written explanation of the delay. The Authority may either accept the written explanation for the delay or it may cancel the project and redistribute the funds to other projects.
3. **Press Release:** Any release of funding information must include the funding amount and the name of the “West Virginia Courthouse Facilities Improvement Authority”. Please forward a copy of these to the CFIA office.
4. **Procurement Procedures:** County applicants are required to solicit and consider competitive proposals from a minimum of three qualified vendors, utilizing a public bidding format. The applicant shall be governed in all respects by the laws of the State of West Virginia. At a minimum, an advertisement must be placed in a public, printed newspaper. A copy of the ad must be forwarded to the CFIA office.
5. **Wage Rate:** Any wages paid by contractors must meet any governing West Virginia Department of Labor regulations.
6. **Green Buildings Minimum Energy Standards:** In accordance with §22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

7. **Legal Authorization:** The county applicant hereby certifies it has the legal authority to apply for funding assistance; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizing the person identified as the official county representative of the applicant to act in connection with the application and to provide such additional information as may be required.
8. **Relationship:** The relation of the county applicant to the Authority shall be that of an independent contractor, not that of a joint enterprise. The county applicant shall have no authority to bind the Authority for any obligation or expense without the express prior written approval of the Authority.
9. **Laws of West Virginia:** Any funding application/contract shall be governed by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Courthouse Facilities Improvement Authority.
10. **Access to Records:** The Courthouse Facilities Improvement Authority, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the funds distributed, and to relevant books and records of contractors.
11. **Use of Funds:** Funds awarded through the Courthouse Facilities Improvement Fund may be expended only for the purposes and activities specifically covered by the county applicant's approved project agreement. The funds may only be used on property legally owned and occupied by the county and county officials.
12. **Sanctions for Noncompliance:** In the event of the county applicant's noncompliance with the terms, conditions, covenants, rules, or regulations of this funding assistance, the Courthouse Facilities Improvement Authority may impose such contract sanctions as it may deem appropriate, including, but not limited to the following:
 1. Withholding of payments to the applicant until the applicant complies, or
 2. Cancellation, termination, or suspension of the contract, in whole or in part, or
 3. Refrain from extending any further assistance to the applicant until satisfactory assurance of future compliance has been received.
13. **Written Approval of Changes:** The county applicant must obtain prior written approval from the Courthouse Facilities Improvement Authority for all project changes.

14. **Contracts**: No contract or agreement may be entered into by the county applicant for the execution of the project activities or provisions of service which is not incorporated in the approved agreement, and without the prior written approval of the Courthouse Facilities Improvement Authority
15. **Accounting Requirements**: County applicant agrees to record all project funds and costs following generally accepted accounting procedures. A separate account number or cost recording must separate all project costs from the county's other or general expenditures. Adequate documentation for all project costs and income must be maintained. All relevant information must be retained for audit purposes.
16. **Obligation of Project Funds**: Funds may not, without prior written approval from the Courthouse Facilities Improvement Authority, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
17. **Program Accountability**: Fund accounting, auditing, monitoring, and evaluation procedures will be conducted by the applicant to assure fiscal control, proper management and efficient distribution of funds.
18. **Reporting of Irregularities**: Applicants are responsible for reporting promptly to the Courthouse Facilities Improvement Authority the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of funding or other remedial action.
19. **Public Availability of Information**: The applicant agrees to comply with the terms and conditions of pertinent state Freedom of Information Acts, and to require its contractors comply with these requirements.
20. **Conflict of Interest**: No public official or employee of the applicant agency, who performs any duties under the project may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit or remuneration to him/her or his/her immediate family.
21. **Release of Information**: If requested, all records, papers, and other documents kept by recipients of financial assistance are required to be made available to the Courthouse Facilities Improvement Authority or its representative.
22. **Inspection and Audit**: County applicants and sub-applicants have the responsibility to provide for an audit of their activities. The county applicant agrees to submit a copy of each audit conducted to the Courthouse Facilities

Improvement Authority along with a method for timely and appropriate resolution of audit findings and recommendations.

23. **Discrimination Prohibited:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under, or denied employment in connection with assistance awarded pursuant to the Anti-Drug Abuse Act of 1986. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safety Streets Act, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and, Executive Order 11246, as amended by Executive Order 11375; and their implementing regulations, as well as the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia), and 41 CFR Pat 60.1 et.seq., as applicable to construction contracts.
24. **Equal Employment Opportunity Program:** Each county applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301 et.seq., Subpart E, or that in conformity with the forgoing regulations, no Equal Employment Opportunity Program is required.
25. **Confidentiality of Research Information:** Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with Courthouse Facilities Improvement Funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22). Confidential Information- The applicant should only include the program description, the funds involved, and the number of projects. The unit of local government implementing the program will be made known to the Courthouse Facilities Improvement Authority upon request or upon completion of the project.
26. **Criminal Penalties:** Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to use his/her gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be

fined not more than \$10,000 or imprisoned not more than five years or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

27. **Patents and/or copyrights and rights in data:** Where activities supported by this funding assistance produce original graphical, pictorial, written, and/or similar works for which a patent, or copyright application, is contemplated, the Courthouse Facilities Improvement Authority should be contacted for further instructions.
28. **Time Extensions:** Time extensions for this program are unallowable unless written extensions are submitted by the county applicant and approved in written form by the Courthouse Facilities Improvement Authority. Any funds remaining at the conclusion of the contract period shall be deobligated unless otherwise determined by the Courthouse Facilities Improvement Authority.
29. **Cost Overruns:** Any cost overruns incurred by the county applicant in conjunction with the completion of a project funded, wholly or in part, by the Courthouse Facilities Improvement Fund will be the responsibility of the applicant. Any changes or upgrades to a funded project that have not been approved by the Courthouse Facilities Improvement Authority are the responsibility of the county applicant.
30. **Project Reporting:** Progress reports are required. They are to be submitted to the Authority by the 20th of the month following the end of each quarter during the project period. Progress reports must also accompany each request for reimbursement. Within 30 days of completion, a Project Completion Report must be submitted to the Authority. This report will be available on the website: www.cfia.wv.gov. Information to be included is as follows: Cost comparisons, Quality of workmanship, Quality of materials used, Employee/Courthouse visitor benefits, Timeliness of contractors/materials, Problem areas and County applicants project overview/recommendations. A Project Completion Report must accompany the final request for reimbursement. Failure to submit any of the reports listed above is considered a violation of the signed contract and may result in contract termination.

Compliance Verification Checklist For Courthouse Facilities Improvement Authority Grants

County	
Grant Manager	
Grant Cycle	
Grant Number	

This checklist is for your internal grant file and does NOT need to be submitted to the CFIA office. It is simply a guide to help you manage the grant and is not comprehensive.

Compliance Description	Completed	Submitted to CFIA	Filed Internally
Signed Grant Contract*			
SHPO Section 106 Review submitted			
Response from SHPO received			
Publicly advertised project*			
Opened bids in public commission meeting*			
Commission meeting minutes from hiring*			
Ensure Contractor is aware of SHPO requirements			
Obtained proper bonds/insurance			
Quarterly Progress Reports*			
Reimbursement Request form Original mailed*			
Project Completion Report*			
Final Pictures*			
Time Extension**			
Scope Reduction**			
Change Order**			

*Items required to be submitted to CFIA office. Failure to complete and submit these steps will result in loss of grant award.

**These items are not required, but if they do occur, they must be submitted for pre-approval to the CFIA Board of Directors.



Courthouse Facilities Improvement Authority Fund

22ND CYCLE - PROGRESS REPORT

County Name:	Grant ID #:
Mailing Address:	Report Period:
Report Completed By: Title: Telephone #: Email Address:	

Please describe activity, progress, achievements, and difficulties encountered below. If you have not expended any grant funding, please give an explanation of why. **PLEASE BE DESCRIPTIVE.** Reports must be submitted at the end of each quarter. Reports are due by the 20th of the month following each quarter. Therefore, a progress report is due by April 20th, July 20th, October 20th and January 20th. More than 1 delinquent project report may result in funding restrictions or grant termination. In addition, a progress report must accompany all reimbursement requests. Email submission of this report is preferred. Send to Shelly.Murray@wvcfia.com.

<p align="center">WEST VIRGINIA Courthouse Facilities Improvement Authority</p>	<p align="center">INVOICE INVOICE INVOICE 22nd Cycle - Request for Reimbursement</p>
<p align="center">RECEIVED</p>	<p>Funds Recipient:</p>
	<p>Address:</p>
	<p>Grant ID #:</p>
	<p>FEIN #:</p>
<p>CFIA Use Only Invoice #:</p>	<p>Funds are hereby requested to cover expenditures FROM: TO:</p>

VENDOR INFORMATION - Please list below all invoices associated with this request for reimbursement. **List the vendor name, the invoice date, the invoice number and the check number** in this column. Attach a copy herein of the corresponding vendor invoice(s) marked "paid" and proof of payment for services (copy of county check).

Total Dollar
Amount of
Each Invoice

The CFIA reimburses for 80% of total invoices up to the maximum amount of the grant award. County matches with 20%.

FUNDS RECIPIENT REIMBURSEMENT REQUEST:		
This request is in the amount of \$ _____		
	Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for reimbursement.		

Date	Authorized Official – signature and printed name	

CFIA USE ONLY CERTIFICATION:

I certify that this report presents expenditures of funds for the period covered and for the total project budget to date, made in accordance with the approved application for this funding program.

BY: Shelly L. Murray, Executive Director _____
TYPED NAME & TITLE SIGNATURE DATE
(Authorized Official or Financial Officer Only.)

WVCFIA Project Completion Report Guidelines

- A project completion report must be submitted via mail or email.
- It must be on county letterhead.
- It must be signed by the commission president in blue ink.
- A project completion report must be submitted before or with a final reimbursement request in order for a final request to be processed, unless an agreement is made otherwise.

INCLUDE YOUR CFIA Grant ID Number IN YOUR REPORT

The following is the information required for a project completion report:

1. Cost comparisons;
2. Quality of workmanship;
3. Quality of materials used;
4. Employee/Courthouse visitor benefits;
5. Timeliness of contractors/materials;
6. Problem areas;
7. County applicants project overview/recommendations;
8. A statement indicating that all contract stipulations were followed, including but not limited to wage requirements, SHPO, ADA, etc...; and
9. Pictures of the completed project, preferably on USB flashdrive or via email to Shelly.Murray@wvcfia.com. NO CDs will be accepted.

Project Completion Reports must be e-mailed to:

WVCFIA
2003 Quarrier Street
Charleston, WV 25311
Or emailed to: Shelly.Murray@wvcfia.com



WEST VIRGINIA
COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
2003 QUARRIER STREET
CHARLESTON, WV 25311

L. D. EGNOR
CHAIRMAN EMERITUS

JOSEPH M. ALONGI
CHAIRMAN

Memorandum of Importance & Required Action

To: Commission President and CFIA Grant Managers
From: Shelly L. Murray, Executive Director
Date: November 22, 2024
RE: CFIA 22nd Cycle Grant Funds - Submission of Project Documents

As was required in previous years, counties are required to submit to the CFIA office the following documents prior to any project reimbursements being issued:

- A copy of the advertisement for bid / legal ad of the CFIA grant project. ALL CFIA projects MUST be publicly bid.
- A copy of the County Commission meeting minutes containing the approval of the winning bid for the CFIA grant project

The requested items have always been requirements for obtaining funds from the Courthouse Facilities Improvement Authority.

Please send these two items to the CFIA office as soon as you are able to provide them. They can be emailed to: shelly.murray@wvcfia.com. No reimbursement requests will be processed until both of these items are received in addition to the items listed on the reimbursement form. Please do not hesitate to contact me should you need clarification or need assistance.

West Virginia SHPO Information Sheet for Section 106 Review Projects

The following information is needed for SHPO staff to be able to complete a review of a federal or state funded or permitted project (undertaking):

I. General Information regarding all project submissions:

Is this project a new submission or supplemental information relating to a previously submitted project? If this is supplemental information, please submit the project FR#.

- a. Project Name
- b. Federal Agency, if applicable (agency providing funds, permit, license or assistance)
- c. Federal Agency Contact Person: Name, Street Address, Phone Number, email
- d. State Agency, if applicable
- e. State Agency Contact Person: Name, Street Address, Phone Number, email
- f. Project Contact Person: (individual(s) who are knowledgeable of project activities). Name, Street Address and Phone Number, email
- g. Project Street Address, City, County, Zip Code
- h. Project Location: Please attach the appropriate USGS Topographic Quadrangle Map indicating the location of the project. If applicable, attach a street map indicating the location(s) of specific addresses. If providing UTM coordinates, please specify whether the projection is NAD 27 or 83. For DEP projects, it is required that a 1"-500' scale (Engineering Map) be submitted in addition to the USGS Topographic Map. All maps must clearly depict the project boundaries.
- g. Project Description: Describe the activities proposed within the defined project area and provide any available information regarding past land use of the project area. Provide the project size, including acres or project right-of-way length and width. If applicable, describe proposed construction depths. If the project will involve building rehabilitation or renovation, please identify materials and provide any available drawings, plans and specifications. If demolition is proposed, please provide cost comparison of repair vs. demolition, explanation of alternatives considered or justification as to why structure cannot be rehabilitated. This may include copies of building inspection or engineering reports.
- h. Project Photographs: These should document the project area showing general views, known disturbances, any rock outcrops, and buildings and/or structures (50 years or

older) within and adjacent to project area. All photographs should be clear, concise, clearly labeled and keyed to a project map.

Photographs of buildings should incorporate the entire building. These may include photographs of the front, back and sides of the building. It is important that you provide photographs that show the entire building as well as photographs of any particular areas where any alterations will occur (e.g., a change in the windows, doors, lighting, etc.).

- i. Date of Construction for existing buildings that will be directly or indirectly impacted by the project.

II. Identification of Cultural Resources

Please provide any information regarding the following within or adjacent to project area:

- a. Known archaeological sites
- b. Cemeteries
- c. Structures
- d. Historic Structures or Districts

If there are standing structures within or adjacent to the project area, please provide photographs. You may be asked to submit an WV Historic Property Inventory Form for any structure 50 years or older within the project area or if with the line of sight of the project. Forms and instructions can be found at <http://www.wvculture.org/shpo/forms.html>. Information regarding National Register listings may be found at <http://www.wvculture.org/shpo/nr.html>

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