

A G E N D A
PRESTON COUNTY COMMISSION
JUNE 30, 2020
9:00 A.M.

Call to order by President and Pledge of Allegiance.
Roll call of Commissioners.
Recognition of Public.
Review of Bills.

Assessor's Office – Consideration and/or action
Tax Correction List – None
County Court Split – None

Recognition of Scheduled Appointments

9:03 a.m. Preston County Health Department -- COVID-19 Virus Update
9:05 a.m. Approve County Clerk's application for CARES Hava Sub Grant.

Approval of Minutes – May 26, 2020

Proceedings in Vacation – June 18, 2020 through June 24, 2020

Estate Settlements – June 15, 2020 thru June 18, 2020
Dwight Eddie Bolyard
Edward Hall Burnham
James R. Lenhart
Charles F. Nine
Harold Joseph Plum Sr
Larry Edward Turner II

Fiduciary Commissioner – None

**Old Business – Consideration and/or action – Appoint a member to Community Corrections Board
At Large Position**

New Business – Consideration and/or action

- A. Preston County Farmland Protection Board – Update/Report and appoint Luke Seese and Kevin Lyons, four-year terms effective July 1, 2020 and expiring June 30, 2024 - Reappoint William Grose – four-year term – effective July 1, 2020 – expiring June 30, 2024
- B. Human Resource Development Foundation – Memorandum of Understanding – National Dislocated Worker Grant 2019 Severe Storm and Flooding

Administrator's Report – Consideration and/or action

- A. Update COVID-19 Virus
- B. Approve Mills Group Contract for roof project at Preston County Animal Shelter
- C. Update on HVAC controller project for the Preston County Courthouse
- D. Budget Revisions
- E. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

Matters- Consideration and/or action

Information

- A. Minutes – June 2, 2020
- B. Miscellaneous Correspondence

Commissioners Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:00 a.m., June 30, 2020 in the County Commission Meeting Room in the Annex Building.

The meeting was called to order by President Samantha Stone who invited those present to join in the Pledge of Allegiance.

President Stone then declared the following Commissioners present: Don Smith and Samantha Stone. Commissioner Price was absent.

Also present was Kathy Mace, County Administrator and Linda Huggins, County Clerk.

The following persons registered their attendance during the meeting:

Jeannie Welch - Preston County Health Department

Connie Ervin-Assessor

Biff Armstrong-IT Specialist

Angie Whetsell

Deanna Lively

Commissioner Smith moved to authorize payment of all properly presented and approved invoices. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

There was no Tax Correction List, Notice of Apportionments, Consolidation of Land or County Court Splits.

Recognition of Scheduled Appointments

9:03 a.m. - Preston County Health Department-COVID-19 Virus Update

Commissioner Stone introduced Jeannie Welch with the Preston County Health Department with an update on the COVID-19 Virus.

Mrs. Welch explained that there are currently 63 confirmed cases with 15 probables. She encourages everyone to continue to wear face coverings in public, practice social distancing and good hand hygiene.

She said if you are planning to go on vacation, especially to a crowded area, practice those measures while there and to monitor yourself for 14 days after your return, if possible.

The health department is finalizing the details on the community testing that will take place July 10th and 11th at Kingwood Elementary School. The testing is free to all. More information will be provided at the July 7th meeting.

9:05 a.m. – Approve County Clerk’s application for CARES HAVA Sub Grant

President Stone introduced Linda Huggins, County Clerk with an application for a CARES HAVA Sub Grant.

Clerk Huggins said the grant is administered by the Secretary of State’s Office. The grant reimburses the clerk’s office for extra help needed during the 2020 Primary Election and for supplies such as extra ballots, postage and envelopes. The total amount submitted is \$17,645.07.

Commissioner Smith moved to approve the CARES HAVA Sub Grant application. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried. (See attached.)

Attachment: C

County Preston

Date: 06-29-2020

2020 HAVA CARES ACT SUB-GRANT REQUEST

Requests for sub-grants may be requested by submitting all the following documents to the Secretary of State’s Office. Guidance on the 2020 HAVA CARES Act Sub-grant can be found in the Instructions and the Grant Notification. Any request that does not include all required documentation may be rejected and the additional requirements will be requested to be submitted for consideration:

All requests:

Itemized sub-grant request descriptions:

VENDOR & DESCRIPTION

1. Preston County Commission – Reimbursement for Addt'l staff hours and Temporary help	Cost: \$ 6,728.85	see attachment
2. Preston County Commission, Reimburse For postage to mail Absentee Ballots	Cost: \$ 6,265.00	" "
3. Preston County Commission – Reimbursement for Shaffer Printing - for addt'l envelopes to mail Absentee Ballots	Cost: \$ 1,613.00	" "
4. Preston County Commission – Reimburse ES & S – extra paper to print Absentee Ballots	Cost: \$ 879.21	" "
5. Preston County Commission – Reimburse ES & S – extra Toner to print Absentee Ballots	Cost: \$ 339.11	" "
6. Preston County Commission – Reimburse for Leased space For Early Voting vendor: CGP Development	Cost: \$ 720.00	" "
7. Preston County Commission – Reimburse for tables to Used for Early Voting Equipment	Cost: \$ 1,099.90	" "

Total

Cost \$ 17,645.07

Additional information required:

Recipient sub-grants (grant of funds to make purchase) must include attachments including:

1. Three vendor quotes or cost estimates for product or services

Reimbursements of qualified purchases that have been made must also include:

1. Proof of payment for all items
2. Invoice from the vendor or vendors, if applicable
3. Acceptance of Delivery documentation for purchased items or services
4. List of equipment identification or serial numbers

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

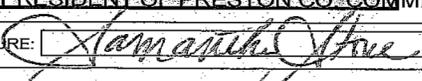
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
PRESTON COUNTY COMMISSION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: SAMANTHA Middle Name: <input type="text"/>
* Last Name: STONE	Suffix: <input type="text"/>
* Title: PRESIDENT OF PRESTON CO. COMMISSION	
* SIGNATURE: 	* DATE: 6-30-2020

Attachment B:

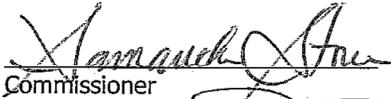
2020 HAVA CARES Act Grant Request Cover Page

Federal Award ID: WV20101CARES CFDA 90.404 Budget Period: 3/28/2020 – 12/31/2020

The County Commission of **Preston** County, on the **30th** day of **June 2020**, herein make application for a 2020 HAVA Act subgrant or reimbursement in the total amount of **\$17,645.07**, as reflected in the "request" in Attachment C.

With regard to required matching funds, the County Commission represents that it has the required percentage of matching funds as required by Code of State Rules §153-10; and that the County has the authority and ability to spend the requested funds through lawful purchasing procedures no later than one hundred twenty (120) days from receipt of the award.

We, the undersigned, hereby affirm and swear by our signatures below that the County Commission has met and passed a resolution authorizing the County to purchase or request reimbursement in the request form (Attachment C) to enter into this grant agreement.


Commissioner

6-30-2020
Date

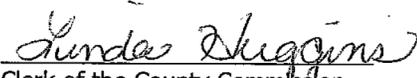

Commissioner

6-30-2020
Date

Commissioner

6-30-2020
Date

The foregoing instrument was acknowledged before me on the following date:


Clerk of the County Commission

6-30-2020
Date

Commissioner Smith moved to approve the minutes of May 26, 2020. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Proceedings in Vacation – June 18, 2020 through June 24, 2020

Under **NEW BUSINESS** Commissioner Smith moved to dispense with the reading in open court of the proceedings of the Clerk of this Commission, had in vacation on, June 18, 2020 through June 24, 2020 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attachment)

United States of America



State of West Virginia

County of Preston, ss:

Clerk's Fiduciary Report

Estates from Thursday, June 18, 2020, through Wednesday, June 24, 2020

The County Commission of Preston County this 30th day of June, 2020 proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before her during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Monday, June 22, 2020, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **LOUIS L. DUPONT**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DAVID DUPONT, who was named in the last will and testament of **LOUIS L. DUPONT**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

THERESA BLOSSER, who was named in the last will and testament of **LOUIS L. DUPONT**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **LINDA SHAHAN MILLER** was appointed and qualified as ADMINISTRATRIX of the estate of **RICHARD MILLER**, deceased. Bond was 40,000.00.

On, Tuesday, June 23, 2020, the following matters were disposed of in the presence of the Clerk:

A duly copy of the last will and testament of **MARY LOUISE COOL**, deceased, late a resident of PRESTON CO., WV, was admitted to record.

On, Wednesday, June 24, 2020, the following matters were disposed of in the presence of the Clerk:

A duly copy of the last will and testament of **GEORGE HOWELL, JR**, deceased, late a resident of PRESTON CO., WV, was admitted to record.

Subscribed and sworn to before me on June 25, 2020

Linda Huggins
Clerk of the Preston County Commission

By
Tammy Johnson
Deputy Clerk

Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Estate Settlements – June 15, 2020 thru June 18, 2020

Commissioner Smith moved that the proceeding estate settlements and/or waivers thereof, having been filed for a period of ten (10) days prior to the commencements of this term and there being no exceptions or objections filed thereto, be approved and confirmed. (See attached.)

United States of America



State of West Virginia

County of Preston, ss:

Settlement List

Notice is hereby given that the following estate(s) have been submitted for settlement from 06/15/2020 thru 06/18/2020 in the Preston County Clerk's Office at 106 West Main Street, Suite 103, Kingwood, WV 26537-1131. For approval by the Preston County Commission on Tuesday, June 30, 2020.

- ESTATE NUMBER: **2940**
ESTATE NAME: **DWIGHT EDDIE BOLYARD**
EXECUTRIX: **PATRICIA PAULY**
SETTLEMENT: **WAIVER OF FINAL SETTLEMENT**
FILED: **06/15/2020**
- ESTATE NUMBER: **3294**
ESTATE NAME: **EDWARD HALL BURNHAM**
EXECUTOR: **ERIC HALL BURNHAM**
SETTLEMENT: **AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT**
FILED: **06/15/2020**
- ESTATE NUMBER: **3539**
ESTATE NAME: **JAMES R LENHART**
EXECUTRIX: **ROSE ANN LENHART**
SETTLEMENT: **AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT**
FILED: **06/18/2020**
- ESTATE NUMBER: **3573**
ESTATE NAME: **CHARLES F. NINE**
EXECUTRIX: **JOYCE F. NINE**
SETTLEMENT: **AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT**
FILED: **06/18/2020**
- ESTATE NUMBER: **3089**
ESTATE NAME: **HAROLD JOSEPH PLUM SR**
ADMINISTRATOR: **HAROLD JOSEPH PLUM JR**
SETTLEMENT: **AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT**
FILED: **06/16/2020**
- ESTATE NUMBER: **3270**
ESTATE NAME: **LARRY EDWARD TURNER II**
ADMINISTRATRIX: **JANICE KAY BERNATOWICZ**
SETTLEMENT: **AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT**
FILED: **06/16/2020**

Subscribed and sworn to before me on June 25, 2020

Linda Huggins

Linda Huggins
Clerk of the Preston County Commission

By: *Tammy Johnson*
Tammy Johnson
Deputy Clerk

Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Fiduciary Commissioner – None

Old Business – Consideration and/or – Appoint a member to Community Corrections Board - At Large Position

Commissioner Smith moved to appoint Ray White to the Community Corrections Board. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

New Business – Consideration and/or action

- A. Preston County Farmland Protection Board – Update/Report and appoint Luke Seese and Kevin Lyons, four-year terms effective July 1, 2020 and expiring June 30, 2024. Reappoint William Grose – four-year term – effective July 1, 2020 – expiring June 30, 2024



**Preston County
Farmland Protection Board**

330 E. Main St., Ste. 100
Kingwood, WV 26537



June 30, 2020

Preston Co. Commission
106 West Main Street, Suite 202
Kingwood, WV 26537

Dear Preston County Commission,

The Preston Co. Farmland Protection Board met on May 19, 2020 to select replacement names for their retiring two Board Members, Gary Walls and Matthew Borrer. Gary and Matt have both completed their two four-year terms and need to be replaced by end of fiscal year, June 30, 2020.

The Board is requesting that you replace Mr. Walls with Luke Seese of the Bruceton Mills area and Mr. Borrer with Kevin Lyons from the Masontown area. Also, William Grose will be starting his second four-year term after replacing Randy Child who was unable to complete the last few months of his last year.

The Board voted unanimously to approve the above names. At this time Farmland Protection would appreciate your vote of approval on Mr. Seese, Mr. Lyons and Mr. Grose.

Thank you for your continued support and commitment to the success of the Preston Co. Farmland Protection Board.

Sincerely,

LaDeana M. Teets
LaDeana Teets, Program Director
330 East Main Street, Suite 100
Kingwood, WV 26537
P: 304-329-2299
Email: ladeanateets@gmail.com

Phone: 304- 329-2299

Fax: 304-329-6215

Commissioner Smith moved to appoint Luke Seese and Kevin Lyons to 4 year terms effective July 1, 2020 and expiring June 30, 2024 to the Preston County Farmland Protection Board. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Commissioner Smith moved to reappoint William Grose to a 4 year term effective July 1, 2020 and expiring June 30, 2024 to the Farmland Protection Board. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

- B. Human Resource Development Foundation – Memorandum of Understanding – National Dislocated Worker Grant 2019 Severe Storm and Flooding

Commissioner Smith moved to authorize the President to sign the Memorandum of Understanding for the National Dislocated Worker Grant 2019 Severe Storm and Flooding.

Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried. (See attached.)



Human Resource Development Foundation, Inc
1644 Mileground
Morgantown, WV 26505
Phone: (304) 296-8223 Fax: (304) 296-8839
TTD: (800) 982-8771
hrdf@hrdfwv.org

MEMORANDUM OF UNDERSTANDING
May 29, 2020

**National Dislocated Worker Grant
2019 Severe Storm and Flooding**

Human Resource Development Foundation, Inc. (HRDF), through a National Dislocated Worker Grant funded by Workforce West Virginia and United States Department of Labor (USDOL), will be hiring local dislocated and long-term unemployed workers in various counties which were affected by the severe flooding during recent storms (FEMA Declaration 4455-DR dated 8/3/2019). HRDF intends to complete activities in the following 5 counties: Grant, Pendleton, Preston, Randolph, and Tucker Counties. These workers will provide assistance in removal of debris from public lands, parks, roadways, streams, and rivers in many of the counties affected. This Program is intended to commence June 1, 2020 and continue until September 30, 2020.

Local Workforce West Virginia offices will screen applicants, and HRDF will hire and supervise each crew's activities. The Preston County Commission and county staff are willing to provide HRDF a list of public lands, parks, and streams which were affected by the storms for clean-up activities. All expenses incurred during the proposed storm clean-up activities are provided to HRDF through grant funds from Workforce WV and USDOL. This MOU is non-binding and, in essence, is a document stating a willingness to collaborate together on this project.



Preston County Commission Representative

6/30/2020

Date

HRDF, Inc. Representative

Date

Administrator's Report – Consideration and/or action

President Stone recognized Kathy Mace for the Administrators Report.

A. Update COVID-19 Virus

Ms. Mace said they continue to do COVID screening and take temperatures at the door in all buildings. She asks that people continue to wear masks.

She also received a response from Darby Clayton from the DOH regarding a Zoom meeting with the Commission. She will request that the meeting be held at 1:00 p.m. and asked that any specific questions be forwarded to her.

Ms. Mace and Linda Huggins, County Clerk will be working on a grant opportunity thru the Secretary of States Office for funding for equipment and security due the end of July.

She continues to work with the health department to assist them with supplies for the community testing to be held Friday, July 11th and Saturday, July 12th.

B. Approve Mills Group Contract for roof project at Preston County Animal Shelter

Kathy Mace presented a proposal for services from the Mills Group for assisting in design and construction of a new roof at the Preston County Animal Shelter.

Commissioner Smith moved to authorize the President to sign the contract for the roof project at the animal shelter in the amount of \$11,500. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried. (See attached.)



June 26, 2020

Kathy Mace
County Administrator, Preston county commission
106 W. Main Street, Suite 202
Kingwood, WV 26537
304-239-1805
kmace@prestoncountywv.org

Subject: Proposal for Architectural Services – Preston County Animal Shelter Roof

Dear Ms. Mace:

We are pleased to have been asked to provide architectural services for the documentation and construction observation of the roof replacement on the Animal Shelter Roof. This letter of agreement defines the responsibilities of the parties bound by this agreement.

Michael J. Mills is a registered architect in West Virginia. He is doing business as Mills Group, LLC. He is referred to herein as "Architect."

The Preston County Commission is the client for the project and clients of Mills Group; and is referred to herein as "Owner or Client."

Services:

Roof Rehabilitation

Architectural Scope:

1. Site visit to investigate existing conditions
2. Analyze existing plans and understand the existing conditions.
3. Develop conceptual Roof plans
4. Refine selected concept and execute final construction documents.
5. Develop bidding document to be distributed
6. Execute bidding process.
7. Provide Construction Administration.
8. Provide any required coordination with the owner.

"Designing on the principles of the past and preserving for the future"

MORGANTOWN:	88 High Street	Morgantown, WV 26505	Phone: 304.296.1010
WHEELING:	53 14 th Street, Suite 607	Wheeling, WV 26003	Phone: 304.233.0048

WWW.MILLSGROUPONLINE.COM

Deliverables:

Task	Description
Schematic Design / Design Development	<ul style="list-style-type: none"> • Massing and rendering of conceptual design • Plans with dimensions (scale: 1/4" = 1'-0") • Principal elevations, (scale: 1/4" = 1'-0") • Roof Plan with slopes and pitches (scale: 1/4" = 1'-0")
Task	Description
Construction / Bidding documents / Construction Administration	<ul style="list-style-type: none"> • Plan with dimensions (scale: 1/4" = 1'-0") • Principal elevations, (scale: 1/4" = 1'-0") • Roof Plan with slopes and pitches (scale: 1/4" = 1'-0") • Details of construction, (scale varies) • Material Selections • Specification Documents • Bidding documents • Construction Administration

Professional Fees:

Architectural Fees and payments are as follows:

CONCEPTUAL DESIGN thru CA PHASE for the design services – A lump sum contract of **\$11,500** for professional consulting fees with all project expenses such as mileage, postage, and printing billed directly to the owner. The project shall be billed in a monthly schedule based upon a percentage complete for this phase. A retainer of 10% of the contract value (**\$1150.00**) is required on the date of signature of this letter agreement.

We have estimated that the reimbursable cost not to exceed \$550. If specialized consultants are required, (such as structural, civil, HVAC, plumbing and electrical engineers), the Architect will arrange for the services with qualified professionals. The contract will be between the specialized consultant and the Owner(s).

Managing Principal	Project Manager	Architectural Designer	Interior Designer	Historian	Administrative support
Michael Mills					
\$150/hr	\$125/hr	\$100/hr	\$75/hr	\$80/hr	\$50/hr

Reimbursable Expenses:

Expenses incurred will be billed at 10% markup of presented costs for administration.

Printing/Copying	Style	Format	Price
22 x 34	Color	Plot	\$4.00
22 x 34	Black & White	Plot	\$3.00
11 x 17	Color	Plot	\$2.00
11 x 17	Black & White	Plot	\$0.60
8 1/2 x 11	Color	Print	\$1.25
8 1/2 x 11	Black & White	Print	\$0.20
Other Costs			
Scanner rental			\$250.00/per day
Mileage			The lesser of \$0.535/mile or the Federal allowed rate

Terms and Conditions of this Agreement

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever. The limit of the liability shall not exceed the fee paid to the architect as noted in this agreement.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Design Professional shall have no responsibility.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of the Design Professional's fee or another amount agreed upon when added under Special Conditions.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

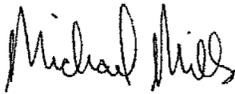
The laws of the State of West Virginia shall govern this Agreement for all purposes. The courts of West Virginia shall have exclusive jurisdiction with regard to any disputes in connection herewith.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

If this letter of agreement is acceptable, please sign in the space below and return one fully executed copy to me.

Sincerely,



Michael J. Mills Architect AIA

Mills Group, LLC

Accepted by:

(Printed Name)


Samantha Stone

Date: 6/30/2020

- C. Update on HVAC controller project for the Preston County Courthouse
Work to begin on July 6th to repair a valve and change the controller.

- D. Budget Revisions-none

- E. Miscellaneous Correspondence
 - Parks and Recreation presented a Phase I project for an ATV trail in Preston County to see if there's a desire to have more off road recreation in the county.

 - Ms. Mace stated that by code salaries must be provided to the clerks office for the commission, the administration, extension office, maintenance, custodial, IT, animal shelter and the victim advocate for the new fiscal year.

Commissioner Smith moved to approve and authorize the President to sign the Annual Wage Statement for the 2020-2021 fiscal year. Commissioner Stone

seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

- Ms. Mace also advised that the OEM Director, Assistant Director and the OEM Secretary are splitting their salaries from 2 different budgets.

Commissioner Smith moved to approve and authorize the President to sign the Wage Statement for the 2020-2021 fiscal year for the OEM/911 Center.

Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

- Ms. Mace communicated with the Preston Community Arts Center, who had made a request for funding, that the commission has decided to keep those funds in reserve and go into the next fiscal year with that money set aside. No other requests have come in.

Personnel Matters-Consideration and/or action

Legal Matters-Consideration and/or action

Information

- A. Minutes – June 2, 2020
- B. Miscellaneous Correspondence

Commissioners Comments

Commissioner Smith-Solid Waste Authority meeting Wednesday evening, July 1, 2020

Commissioner Price will be ringing the historic bell on the courthouse lawn, Thursday, July 2, 2020 at noon in honor of the 4th of July holiday. The offices will be closed Friday, July 3, 2020.

At 9:47 a.m., there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

Commissioner

Commissioner

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06/30/2020