

WEST VIRGINIA:

At a regular meeting of the Raleigh County Commission held on the 16<sup>th</sup> day of February, 2021 in the Commission Courtroom thereof:

CALL TO ORDER

President Tolliver called the meeting to Order.

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ROLL CALL

Present: David Tolliver, President  
Linda K. Epling, Commissioner  
Greg Duckworth, Commissioner  
Carl Roop, County Attorney  
Jay Quesenberry, County Administrator  
Billy Michael, Assistant County Administrator

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INVOCATION AND PLEDGE OF ALLEGIANCE

Meeting was opened with the invocation by R.D. Tolliver, Deputy Clerk for the County Clerk, and the recitation of the Pledge of Allegiance.

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EXONERATIONS

Commissioner Epling moved to approve 2 exonerations, 8 cancellations and 0 refunds for personal property; and 0 exonerations, 0 cancellations and 0 letters of correction for real property as presented today. Motion was seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT A)

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BUDGET REVISIONS

A motion was made by Commissioner Epling to approve the in-house budget revisions for the Prosecuting Attorney's Office in the amount of \$6,000.00. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT B)

A motion was made by Commissioner Epling to approve the revision of the Levy Estimate Budget in the amount of \$91,691 for Payroll Reimbursements. Seconded by Commissioner Duckworth and motion carried unanimously.  
(SEE EXHIBIT C)

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**NEW EMPLOYEE - RALEIGH COUNTY COMMISSION – ROBERT GILKERSON, JR. – MAINTENANCE DEPARTMENT**

Commissioner Epling moved to approve the hiring of Robert Gilkerson, Jr. with the Maintenance Department. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT D)

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**APPROVAL OF ADMINISTRATIVE AGREEMENT FOR THE RCMA INDUSTRIAL PARK BROADBAND PROJECT**

A motion was made by Commissioner Epling to approve the Administrative Agreement with Region I Planning and Development Council for development of the Raleigh County Memorial Airport Industrial Park Broadband Expansion Project. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT E)

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**OLD BUSINESS**

None

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**PUBLIC PARTICIPATION**

Cindy Ramsden, Chief Financial Officer for Marquee Cinemas, stated the revenue of the Cinemas is down 90% and requested Tax Relief for this business. She informed the Commission that Marquee Cinemas had received \$937,000 from CARES and these funds had paid wages of management and utilities in the 16 theatres. Commissioner Tolliver stated this item of business will be taken under advisement.

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**APPROVAL OF MINUTES**

A motion was made by Commissioner Duckworth to approve the January 19, 2021 minutes of this Commission. Seconded by Commissioner Epling and motion carried unanimously.

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**VACATION ORDERS**

Commissioner Epling moved to approve the Vacation Orders from February 2, 2021 to February 15, 2021, inclusive. Seconded by Commissioner Duckworth and motion carried. (SEE EXHIBIT F)

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**FINAL ACCOUNTINGS AND WAIVERS OF FINAL SETTLEMENT**

The following Final Accountings and Waivers of Final Settlement of the Fiduciary Supervisor (SEE EXHIBIT G) and the County Clerk (SEE EXHIBIT H) were read into the minutes and approved.

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**ADJOURNMENT**

Commissioner Duckworth moved to adjourn this meeting until the next regular scheduled meeting of this Commission on March 2, 2021 at 10:00 a.m. Seconded by Commissioner Tolliver and motion carried.

s/s



David Tolliver  
President

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## **AGENDA**

**February 16, 2021  
10:00 AM**

### **REGULAR SESSION COUNTY COMMISSION OF RALEIGH COUNTY**

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **New Business**
  - 5.1 Exonerations
  - 5.2 Budget Revisions
  - 5.3 New Employee Raleigh County Commission- Robert Gilkerson, Jr. Maintenance Department
  - 5.4 Approval of Administrative Agreement for the RCMA Industrial Park Broadband Project
6. **Old Business**
7. **Public Participation**
8. **Approval of Minutes, Vacation Orders and Final Settlements**
  - 8.1 Approval of Minutes from Public Meeting January 19, 2021
9. **Reports of Officers and Committees**
10. **Bills, Communications and Appointments**
11. **Receipts and Disbursements**
12. **Adjournment**

The next regularly scheduled Raleigh County Commission meeting will be held  
Tuesday March 2, 2021 at 10:00am in the  
Raleigh County Commission Chamber  
116 ½ N. Heber Street  
Beckley, WV 25801

### **CONFERENCE CALL INFORMATION**

**DIAL- IN NUMBER - 978-990-5449**  
**ACCESS CODE - 623858**

**PLEASE PUT PHONES ON MUTE**



LEIGH COUNTY

SCOTT VANMETER, SHERIFF

History Report

From Date 03/2021

Thru Date 02/09/2021

Date Type Transaction

From Year 2016

Thru Year 2020

Tax Type Personal-Supplement

Print D 02/09/2021

Print Time 11:59:28AM

Page 1 of 1

Type Year	Ticket/Suff	Tax Name1/Tax Name2	Date	First Half	Second Half	Transaction Total
P	2016 ✓	504592 CROUCH CURTIS W	2021/02/03	-19.90	-19.90	-39.80
P	2016 ✓	520613 HARTSHORN LENNIE E III	2021/02/03	-82.82	-82.82	-165.64
P	2017 ✓	419813 HARTSHORN LENNIE E III	2021/02/03	-78.90	-78.90	-157.80
P	2018 ✓	517583 HARTSHORN LENNIE E III	2021/02/04	-299.02	-299.02	-598.04
P	2019 ✓	617442 HARTSHORN LENNIE E III	2021/02/04	-299.02	-299.02	-598.04
P	2020 ✓	712551 DOLINGER ROBY W	2021/02/04	-17.52	-17.52	-35.04
P	2020 ✓	717148 HARTSHORN LENNIE E III	2021/02/04	-289.85	-289.85	-579.70
P	2019 ✓	613256 GOINS SANDRA	2021/02/05	-43.98	-43.98	-87.96
P	2020 ✓	712994 GOINS SANDRA	2021/02/05	-43.98	-43.98	-87.96
P	2019 ✓	600963 DURHAM GENE M	2021/02/09	-46.60	-46.60	-93.20
				-1,221.59	-1,221.59	-2,443.18

**Totals For PENDING EXONERATION**

*[Signature]*  
Assessor

*[Signature]*  
County Commission

Prosecuting Attorney

At a regular session of the County Commission of Raleigh County, West Virginia, held at the Courthouse of said County, the County Commission did approve these exonerations on 2-16-21

OFFICE OF THE



RALEIGH COUNTY  
**PROSECUTING ATTORNEY**

**BENJAMIN HATFIELD**

112 NORTH HEBER STREET  
P.O. BOX 907  
BECKLEY, WEST VIRGINIA 25801  
PHONE (304) 255-9148  
FAX (304) 255-9168 • (304) 252-8530  
email: raleighpa@hotmail.com

To: Raleigh County Commission  
From: Benjamin N. Hatfield, Raleigh County Prosecuting Attorney  
Subject: Budget Revisions  
Date: February 9, 2021

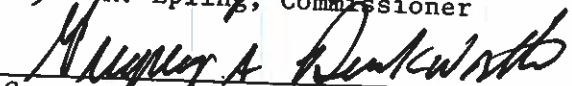
I am requesting the following in house budget revisions for the Prosecuting Attorney's Office Funds 2020/2021 fiscal year:

<u>Account Number</u>	<u>Line Number</u>	<u>Object Number</u>		<u>Increase</u>	<u>Decrease</u>
01	405	41	PA Materials and Supplies	\$6000.00	
01	403	14	PA Travel		\$6000.00
			Total	\$6000.00	\$6000.00

APPROVED:

  
David Tolliver, President

  
Linda K. Epling, Commissioner

  
Gregory A. Duckworth, Commissioner

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26301  
 Phone: 627-2415 ext. 5114  
 Fax: 304-340-5090  
 Email: lgs@wvsao.gov

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER  
 FY: 2020-2021  
 Fund: 01  
 Rev. No. 4  
 Pages: 1

RALEIGH COUNTY COMMISSION

GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: R.D. TOLLIVER

Phone: 304-255-9115

Fax: 304-255-9352

Email: RTOLLIVER@RALEIGHCOUNTY.C

215 MAIN STREET

STREET OR PO BOX

BECKLEY

CITY

25801

ZIP CODE

COUNTY

Government Type

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
397	Payroll Reimbursements	653,466	91,691		745,157
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Revenues (ALL PAGES)			91,691		

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
700	Sheriff-Law Enforcement	4,855,762	91,691		4,947,453
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures			91,691		

APPROVED BY THE STATE AUDITOR  
 BY: \_\_\_\_\_ Date \_\_\_\_\_  
 Deputy State Auditor, Local Government Services Div.

*[Signature]*  
 AUTHORIZED SIGNATURE OF ENTITY  
 APPROVAL DATE



# County Commission of Raleigh County

116 1/2 North Heber Street  
Beckley, West Virginia 25801-4522



At a regular session of the Raleigh County Commission, held on the 16th day of February, 2021, the following order was made and entered:

**SUBJECT:** The revision of the Levy Estimate (Budget) for the County of Raleigh \$91,691 to 01-397 (Payroll Reimbursements); \$91,691 to 01-700 (Sheriff-Law Enforcement).

The following resolution was offered:

**RESOLVED:** That subject to the approval of the State Auditor as ex-officio chief inspector of public offices, the County Commission does hereby direct the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on General Fund budget revision number 4 a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Linda K. Epling duly seconded by Gregory A. Duckworth, the vote thereon was as follows:

Linda K. Epling	Yea
Gregory A. Duckworth	Yea
David L. Tolliver	Yea

Whereupon, David L. Tolliver, declared said resolution duly adopted and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is hereby adopted as so stated above and the President is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for Approval.





# County Commission of Raleigh County

116 ½ North Heber Street  
Beckley, West Virginia 25801-4522



February 16, 2021

At a regular session of the Raleigh County Commission on the 16<sup>th</sup> day of February, 2021, Robert Gilkerson, Jr., was presented to the Commission by Billy Michael, to transfer to fill the maintenance position , for employment by Raleigh County.

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

**AGREEMENT FOR ADMINISTRATIVE SERVICES**

**BY AND BETWEEN**

**RALEIGH COUNTY COMMISSION**

**AND**

**REGION I PLANNING AND DEVELOPMENT COUNCIL**

**THIS AGREEMENT**, entered into on this the \_\_\_ day of February, 2021 by and between the Raleigh County Commission (hereinafter referred to as the Public Body), and Region I Planning and Development Council (hereinafter referred to as the Administrator).

**WITNESSETH THAT:**

**WHEREAS**, the Public Body is undertaking a Community Development Block Grant for the development of the Raleigh County Memorial Airport Industrial Park Broadband Expansion Project under provisions of the Housing and Community Development Act of 1974, as; and

**WHEREAS**, the Public Body desires to engage the Administrator to render certain technical and administrative assistance in carrying out this Community Development Block Grant Project; and

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

**I. EMPLOYMENT OF ADMINISTRATOR**

The Public Body hereby engages the Administrator, and the Administrator hereby agrees to perform the professional services set forth herein.

**II. SCOPE OF SERVICES**

The Administrator shall perform and carry out in a satisfactory and proper manner, the services as set forth in "Exhibit A" Scope of Services.

**III. TIME OF PERFORMANCE**

The services of the Administrator are to commence upon the execution of this Agreement and are to continue throughout the implementation of the program. This Agreement shall terminate upon completion of the Final Performance Report and the Program Audit. All of the services required under this contract shall be completed.

IV. **RECIPIENT OF FUNDS**

It is expressly understood and agreed that the Public Body is the official recipient of all funds received under the HUD/CDBG program, and therefore, these funds shall be maintained and administered separate from any other funds administered by the Administrator as the separation of funding is mandated by HUD/State requirements.

V. **COMPENSATION AND METHOD OF PAYMENT**

For technical and administrative services rendered in connection with the Scope of Service, the Public Body will authorize the Administrator to requisition funds for actual costs with the total sum not to exceed **\$15,000.**

*However, should the Scope of Services be changed, amended or otherwise modified, the Administrator reserves the right to negotiate this contracted sum.*

It is also understood and agreed upon that the audit cost and responsibility is separate and apart from the administrator's responsibility for this program.

VI. **TERMINATION**

This agreement may be terminated in accordance with "Exhibit B", Terms and Conditions.

## **“EXHIBIT A”**

### **SCOPE OF SERVICES**

The Administrator, on behalf of the Public Body, herewith agrees to administer the Program and provide the designated services as submitted on behalf of the Public Body and approved as contained in the following application(s) to which reference is hereby made and incorporated as is fully set out herein;

- a. Administration of HUD/CDBG Funds  
Raleigh County Memorial Airport Industrial Park Broadband Expansion Project

Which include but are not limited to, the following where applicable:

1. IJDC application process to obtain full funding, including attending funding agency and team member meetings;
2. Set up and maintain project files per funding source requirements to be delivered to Public Body upon project completion;
3. Solicitation of professional services:  
Assist Public Body with 5G engineering advertisement and solicitations;  
Advertise and solicit proposals on behalf of Public Body for other professional services as needed: attorney, accountant, appraiser, bond counsel, etc.;  
Coordination of preparation of and execution of professional service agreements once selected by the Public Body;
4. Assist Public Body with preparation and submittal to the funding agencies all evidentiary materials required to be approved by Public Body to receive funding;
5. Assist project engineer with obtaining environmental and historic clearances to satisfy West Virginia state agency requirements for release of funding to the Public Body;
6. Assist Public Body with necessary public meetings and notices;
7. Assist in tracking of lands and rights-of-way acquisition between project team members;
8. Loan closing coordination between Public Body, project team members and funding sources:  
Preparation with assistance of project engineer of Schedule B or other loan closing budgets;  
Assist Bond Counsel with necessary documentation;  
Verify and submit loan closing checklists and documentation pertaining to the duties of the Administrator under this Contract;
9. Labor Compliance:  
Furnish applicable wage rates to project engineer when requested;  
Perform 10-day wage rate check prior to bid opening;  
Communicate with contractors the labor compliance requirements for each project;

Verify wage rates and required posters at site;  
Collect and review certified weekly payrolls and check for accuracy and compliance;  
Investigate any discrepancy with payrolls;  
Perform periodic labor compliance interviews and compare with certified payrolls;  
Ensure complaint procedure is in place, investigate any complaints and report findings to Public Body for resolution by Public Body;

10. Financial Assistance:

Collect project contractors' partial pay estimates for payment processing, after approval by the project engineer;  
Collect other project invoices for processing;  
Preparation of project payment requests for Public Body approval and submission to applicable funding sources;  
Preparation of applicable checks for Public Body signature once payment requests are approved and funds received by Public Body;  
Monthly project financial statements and bank account reconciliations on behalf of the Public Body;  
Track overall project expenditures and amendments against project budget and communicate remaining balances with project team members;  
Provide to Public Body information concerning payments made by Public Body through Administrator's services to various payees, together with FEIN identification for those payments, to enable Public Body to compile payment information and Public Body file necessary 1099 reporting with the Internal Revenue Service for total payments made by Public Body to various payees for each tax year;

11. Project Reporting:

Prepare and submit required project and financial reports including, but not limited to, DBE Semi-Annual Reports, EDA Quarterly Reports, AML Quarterly Reports, CDBG Annual Reports, BPH Quarterly Reports, other special reporting such as ARRA, HRSA, etc.;

12. Final Performance Report and Closeout:

Prepare and submit final performance report and other documentation as required by the funding agency upon completion of scope of services.

## **“EXHIBIT B”**

### **TERMS AND CONDITIONS**

**(-1-) Provision for Termination for Non-Performance:**

Provisions are herein stated for termination of the Agreement for Administrative Services.

**(-2-) Termination of Contract for Cause:**

If, through any cause, the Administrator shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Administrator shall willingly violate any of the covenants, agreements, or stipulations of this Agreement, the Public Body shall thereupon have the right to terminate this Agreement by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Administrator under this Agreement shall, at the option of the Public Body, become its property and the Administrator shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

**(-3-) Termination for Convenience:**

Notwithstanding the termination for cause provision, either party to the Agreement has the option of termination of this Agreement at will by the delivery of thirty (30) days written notice on intent to terminate. If this occurs, the Administrator would be entitled to all payment for services and costs, as previously discussed, incurred prior to the effective date of termination.

**(-4-) Operating Budget:**

The operating budget for administrative services will be established upon the designated amount for such services contained in each approved application and/or approved amendment to the application for funding. It is expressly understood and agreed that the Agreement related to the administration of this program will not exceed the budgetary amounts contained in the approved application without the budget being officially amended with the concurrence of the Public Body and in compliance with HUD/State procedures.

**(-5-) Scope of Services:**

Under the terms and conditions of this Agreement, it is expressly understood and agreed that Region I will be responsible for the full implementation of all managerial, fiscal and programmatic procedures, as well as personnel required to successfully initiate and carry to completion the project as identified in the work program of the approved application.

**(-6-) Intended Beneficiaries:**

The program will be implemented and initiated under the terms and conditions established by the approved application and will comply with all federal, state and local procedures as established for such program activities.

**(-7-) Method of Payment:**

Payment will be provided on the basis of a contractual agreement and will be based upon the established operating budget not to exceed the established operation budget and requirements as stated under Section (-3-) of this Agreement. The Administrator will be responsible for providing requisitions or drawdowns for payment in a timely manner so as to assure the uninterrupted and successful implementation of the program activities on behalf of the Public Body, as well as supervise all use of program funds based upon and not to exceed established budget for such activities, in concurrence with program and/or local policies for such activities. Personnel requirements of the implementation of this program on behalf of the Public body will be treated as a direct cost to the Program and supported by actual time sheets.

**(-8-) Performance Schedule:**

It is the Administrator's responsibility to see that the implementation and completion of the program proceeds in a timely manner. It is also the Administrator's responsibility to notify the Public Body should the performance of the program deviate from the established schedule as contained in the approved application and/or approved amendment to the application.

**(-9-) Monitoring and Evaluation Criteria:**

It will be the responsibility of the Administrator to keep the Public Body informed of all activities being undertaken and initiated on their behalf.

**(-10-) Statutory Provisions:**

It will be the responsibility of the Administrator, on behalf of and in concert with the Public Body, to see that all federal and State statutory provisions are strictly adhered to so as to avoid unallowable expenditure of funds that might result in ineligible grant expenditures.

**(-11-) Audit Requirements:**

It will be the responsibility of the Administrator, on behalf of the Public Body, to maintain all fiscal accounting records in an auditable and acceptable method so as to provide for compliance with audit requirements for the implementation of this program and to make said files readily available at Administrator's office for such review. It is the Public Body's responsibility, as part of their overall contractual agreement with the State of West Virginia, to obtain

**an audit for the program.**

**(-12-) Recordkeeping, reporting and Monitoring Requirements:**

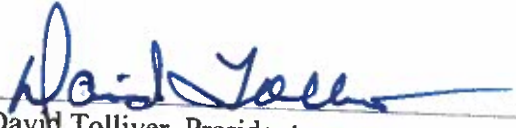
It will be the responsibility of the Administrator to see that all requirements for recordkeeping, reporting and monitoring are maintained in a proper and acceptable manner so as to meet all requirements of the funding agency, as well as the local Public Body.

**(-13-) Contractual Covenants:**

Be it expressly understood and agreed that the Administrator will be responsible for initiation of all program activities in compliance with HUD/CDBG and/or local Public Body procedure. It is further understood that each individual program is administered on behalf of the local Public Body and will be treated as an individual and separate activity, non-related to any other program responsibilities and requirements that may be implemented by separate Agreement by the Administrator. Furthermore, it is expressly understood and agreed that at no time will the funds provided to the Public Body for program activities and administration contained in the approved application lose their legal identity and responsibility of the Public Body. Also, it is expressly understood and agreed that any funds pertaining to the Program will be held separate from and maintained on a separate basis from any other activities of any nature undertaken by the Administrator by separate contract, thus assuring the Public Body of full control and use of funds received under the HUD/CDBG Program on behalf of the Public Body.



IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT, on the respective dates under each signature: Administrator through its Executive Director and the Public Body signing by and through its President, duly authorized to execute same.

BY:   
David Tolliver, President  
Raleigh County Commission

2/16/2021  
Date

ATTEST: 

BY:   
Jason Roberts, Executive Director  
Region I Planning & Development Council

2-4-21  
Date

ATTEST: 