Harrison County Commission Meeting
Wednesday, June 5, 2024
9:00 A.M.

The Harrison County General Services Building 229 South 3rd St. you may join and listen via Zoom Conference Call by the following steps. Public participation will only be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting
****

https://us02web.zoom.us/j/7628160712
Dial: 1-646-568-7788
Meeting ID: 762 816 0712
Passcode: 26301

Appointments:
9:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance
9:00 A.M. --- Proclamation --- Men's Health Week
9:05 A.M. --- Charles Pumphery --- Nuisance --- Shinnston
9:10 A.M. --- Dale Linn --- Nuisance --- Shinnston
9:20 A.M. --- James Scudere & William Southern ---Alley Closure --- Thorn Street, Enterprise, WV
9:25 A.M. --- Special Funding Request --- Progressive Farmers Club of Jones Run Community---
Requesting: $2,000 to Replace the Ceiling in the Jones Run Community Building

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Jeff Petroski --- Law Enforcement --- Promoted to Lieutenant --- Effective 06-10-2024
   - **B.** K. S. Lanham --- Law Enforcement --- Resignation --- Effective 05-30-2024
   - **C.** James K. Terango --- Tax Office --- Retirement --- Effective 05-31-2024
   - **D.** Jacob Hayhurst --- Parks & Rec --- Resignation--- Effective 05-31-2024
   - **E.** John Walker --- Security --- New hire, Part- Time--- Effective 06-05-2024
   - **F.** James M. Kennedy --- Law Enforcement --- Promotion to Sergeant --- Effective 06-10-2024
   - **G.** Harold James Richards --- From Planning Dept to Parks & Rec --- Interim Deputy Director of Parks & Rec --- Effective 06-05-2024
   - **H.** Harrison County Park & Rec Summer Playground Program Employees--- Effective 06-06-2024 --- See Exhibit A-1
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for May 8, 2024
   - **B.** Special Meeting Election Canvass Minutes for May 20, 2024

5. **Requisitions --- Purchase Orders --- Invoices**
    - **A.** Lake Floyd's ARPA Fund
    - **B.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications: (NONE)**
7. **Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements:**
    - **A.** Series 2019 A&B --- $2,854.00
    - **B.** Series 2008A --- $1,942.33
8. **Review—Discuss—Consider** Administrative Contract for EDA Grant with Region VI
9. **Review—Discuss—Consider** Thrasher Agreement for Engineering Services for West Fork Connector Bridge
10. **Review—Discuss—Consider** Purchasing a Portion of Wilfong Property
11. **Review—Discuss-- Consider** Execution of Real Estate Purchase Agreement & Escrow Instructions related to acquisition of parking lots located at 327 Washington Avenue, Clarksburg, West Virginia 26301
12. **Review—Discuss—Consider** GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of the County)
13. **Review—Discuss—Consider** Declaring Property located at 52 Roosevelt Street, Lumberport, West Virginia as an Emergency Nuisance within the frame work of the International Property Maintenance Code Ordinance so that Emergency measures/abatement can be Commenced
14. **Review—Discuss – Consider** Letter to Alcohol Beverage Control Administration— E & R Enterprises (Hanlan's Meat Market) — Ben Hanlan
    - 2600 East Main Street
      Bridgeport, West Virginia 26330
15. **Review—Discuss—Consider** Request to Travel --- Pegi Bailey--- OEM --- Buckhannon, West Virginia --- June 5, 2024 --- FEMA G191 Class (EMPG – FREE)
16. **Review—Discuss—Consider** a Resolution authorizing the President to affix her signature for the application to the WVDEP for 2024 AML Economic Revitalization (AMLER) Program for the Harrison County Agriculture and Youth Complex
17. **Review—Discuss—Consider** a Resolution authorizing the President to affix her signature for the application to the WVDEP for 2024 AML Economic Revitalization (AMLER) Program for the Harrison County Animal Control Facility
18. **Review—Discuss—Consider** Policy Statement for Dog and Kennel Fund from 1997 Amendment #1
19. **Review—Discuss—Consider** Moving all 9AM Commission Meetings to 10AM

20. **Review—Discuss—Consider** Budget Revisions
    - **A.** General County- Set 1
    - **B.** General County- Set 2
21. **Administrator's Report**
22. **Commissioner Comments – Questions**

CONSENT AGENDA – (NOTE: Items May Require Discussion, Review, and/or Action)

- **A. Weekly Fiduciary Report from the County Clerk**
    1. May 22, 2024 through May 28, 2024
- **B. Monthly Fiduciary Commission Settlements:**
    1. William Ford Riffle, Deceased
    2. John E. Oliverio, Deceased
    3. Carl Henry Wagner JR, Deceased
    4. Anna Maxine Mason, Deceased
    5. Luella Jane Everitt, Deceased
    6. Jerryl A. Chandler, Deceased
    7. Glenda Gail Wilson, Deceased
    8. Nella A. Gribble, Deceased
    9. James Roscoe Bailey, Deceased
    10. Colleen Sue Scott, Deceased, Second and Final Accounting
- **C. Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
    1. Letter from North Bend Rail Trail

TABLED ITEMS - - Items May Require Discussion and/ or Approval

1. Thrasher being Engineer of record for the Rail Trail and the Agreement (03-22-2023)
2. Funding request --- Clarksburg History Museum (03-27-2024)
3. Estate Hearing --- Petition to remove Executor --- Mary Lou Grimes (04-10-2024)
4. Estate Hearing --- Petition to remove administrator --- Carol Sue Keavney (04-10-2024)

9:05AM

Property Owners Name	Charles Pumphrey				Case#539
Address	232 Linn Hollow Road Shinnston WV 26431				
Address of Property In Review	232 Linn Hollow Road Shinnston WV 26431				
Date Of Complaint		Date of Notice		Date of Certified Mail	
Date of 1st Notice	2/2/2023	Date of Certified Letter		Date of Served Process to Sheriff	
Date of Certified Letter sent	2/2/2023	Date of Served Process to Sheriff		Received Date of Certified Mail	
Date of Served Process to Sheriff	2/2/2023	Received Date of Certified Letter		Received Date of Served Process	
Received Date of Certified Letter	2/6/2023	Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process	2/7/2023	Hearing Date and Time		Court Date and Time	
Time for Correction	30 Days	Action Taken @ Hearing		Hearing Outcome	
Extended Time		Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes:

HARRISON COUNTY PLANNING DEPARTMENT
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Date: February 2, 2023

Case #539

Property Owner/Address

Charles Pumphrey
232 Linn Hollow Road
Shinnston, WV 26431

Identification/Location of Property
Address: 232 Linn Hollow Road
District: 05
Tax Map: 210
Parcel: 56

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. Trash and Rubbish
2. Junked vehicles

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

By: Robert Leonard

Robert Leonard
Code Officer, CFM

3

00731

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles Pumphrey
232 Linn Hollow Road
Shinnston, WV 26431-7301

9590 9402 4665 8323 1126 43

2. Article Number *(Transfer from service label)*

7018 1830 0001 3940 5125

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Charles Pumphrey ☐ Agent ☐ Address

B. Received by *(Printed Name)* Charles Pumphrey C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

7018 1830 0001 3940 5125

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Charles Pumphrey
Street and Apt. No., or PO Box No. 232 Linn Hollow Road
City, State, ZIP+4® Shinnston, WV 26431-7301

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 181969
Process # CIV23-00731
Docket # 539
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } SUBSTITUTE SERVICE
- vs - }
CHARLES PUMPHREY }
Defendant }

I hereby certify that on the **2nd day of February, 2023**, **a TRASH AND RUBBISH; JUNKED VEHICLES; IMAGES**, in the above entitled action, came into my hand for service. That on the **7th day of February, 2023** at **8:26 AM**, in said county, **I did serve the documents on CHARLES PUMPHREY** .
Served the within **a TRASH AND RUBBISH; JUNKED VEHICLES; IMAGES** on the within named **CHARLES PUMPHREY**, on the **7th day of February, 2023** at **8:26 AM** by delivering on that day a copy of said **a TRASH AND RUBBISH; JUNKED VEHICLES; IMAGES** to **MRS. PUMPHREY (WIFE)** , (a member of His/Her family over the age of sixteen years), at His/her usual place of abode, **232 LINN HOLLOW RD, SHINNSTON, WV 26431** in Harrison County, West Virginia, giving the said **MRS. PUMPHREY (WIFE)** information of the purport of said **a TRASH AND RUBBISH; JUNKED VEHICLES; IMAGES** the said **CHARLES PUMPHREY** not being found.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202300732
HARRISON COUNTY PLANNING COMMISSION
301 W MAIN ST, CLARKSBURG, WV 26301

Comments

Date Returned 2/7/23

Signed _____ **Date** 6/26/2023

Robert Matheny
Harrison County
By: Dawn Bourgeois
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945


Feb 1, 2023 1:30:41 PM
79 Windy Hill Drive
Shinnston
Harrison County
West Virginia


Feb 1, 2023 1:31:01 PM
79 Windy Hill Drive
Shinnston
Harrison County
West Virginia


Feb 1, 2023 1:30:54 PM
79 Windy Hill Drive
Shinnston
Harrison County
West Virginia

9589 0710 5270 0834 2603 49

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

3/18/24

Sent To
Charles Pumphery
Street and Apt. No., or PO Box No.
232 Linn Hollow Road
City, State, ZIP+4®
Shinnston WV 26431

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 191708
Process # CIV24-01829
Docket # 539
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } IN PERSON
- vs - }
CHARLES PUMPHERY }
Defendant }

I hereby certify that on the **18th day of March, 2024**, **a NOTICE OF HEARING**, in the above entitled action, came into my hand for service. That on the **18th day of March, 2024** at **1:00 PM**, in said county, **I did serve the documents on CHARLES PUMPHERY**.
Served the within **a NOTICE OF HEARING** on the within named **CHARLES PUMPHERY** by delivering a copy of the within **a NOTICE OF HEARING** to him/her in person at **232 LINN HOLLOW RD, SHINNSTON, WV 26431** in Harrison County, West Virginia, on the**18th day of March, 2024** at **1:00 PM**.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202401883
HARRISON COUNTY PLANNING COMMISSION
301 W MAIN ST, CLARKSBURG, WV 26301

Comments

Date Returned 3/18/24

Signed _____ **Date** 18 March 2024

Robert Matheny
Harrison County
By: Dawn Bourgeois
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 West Main Street
Clarksburg, West Virginia 26301
304-624-8500
FAX 304-624-8673

Commissioners
David L. Hinkle
Susan J. Thomas
Patsy Trecost II

Charles Pumphery
232 Linn Hollow Road
Shinnston, WV 26431
District 05 Tax Map 210 Parcel 56
Case # 539 232 Linn Hollow

March 15, 2024

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday, June 5, 2024 at 9:05 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County Courthouse. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

Charlotte Shaffer, Planning Director

01829


NO
TRESPASSING







9:10 AM

Property Owners Name	Dale Edward Linn				Case# 564
Address	357 Linn Hollow Rd., Shinnston, WV 26431				
Address of Property In Review	12 Ethels Lane ~~Linn Hollow Rd~~, Shinnston, WV 26431 (D) 5(A) 210(P) 422				
Date Of Complaint	1.5.23	Date of Notice		Date of Certified Mail	
Date of 1st Notice	4.20.23	Date of Certified Letter		Date of Served Process to Sheriff	
Date of Certified Letter sent	4.20.23	Date of Served Process to Sheriff		Received Date of Certifie Mail	
Date of Served Process to Sheriff	4.20.23	Received Date of Certified Letter		Received Date of Served Process	
Received Date of Certified Letter	4-24-23	Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process	4.20.23	Hearing Date and Time		Court Date and Time	
Time for Correction		Action Taken @ Hearing		Hearing Outcome	
Extended Time	7/1/2023	Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes: Talk to Dale in Feb & agreed on 6/15/2023 to be Complete - Not started.

Called 4/21/2023 592-3239

Dale Edward Linn called extension 7/1/2023

Talk to Mr. Linn 3/22/2024

HARRISON COUNTY PLANNING DEPARTMENT
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Certified #: 70181830000139406054

Date: April 20, 2023

Case#: 564

Property Owner/Address
Dale Edward Linn
357 Linn Hollow RD
Shinnston, WV 26431

Identification/Location of Property
District: 5
Tax Map: 210
Parcel: 42.2
Linn Hollow RD, Shinnston

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. **Dilapidated Structure**

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions by June 15, 2023 (per our conversion in February) shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

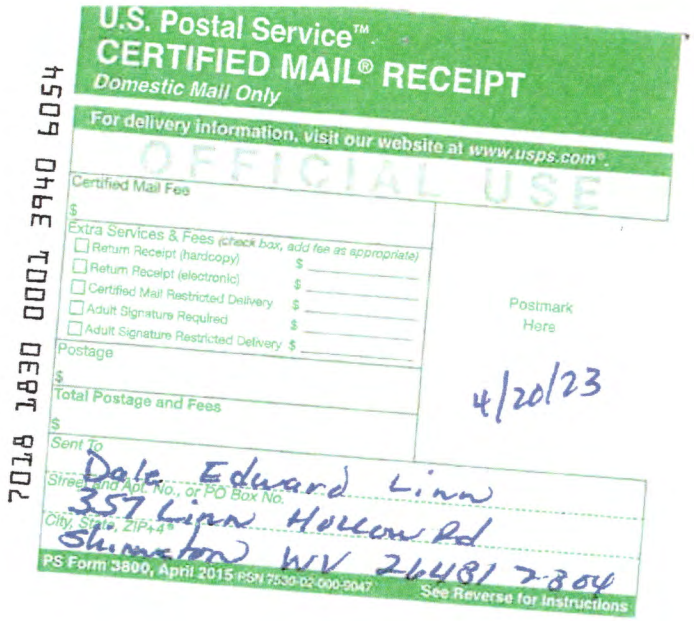
Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8721

HARRISON COUNTY PLANNING COMMISSION

By: _____
James Richards, Code Officer

RECEIVED
APR 20 2023

02862



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

4/20/23

Sent To
Dale Edward Linn

Street and Apt. No., or PO Box No.
357 Linn Hollow Rd

City, State, ZIP+4®
Shinnston WV 26431-2804

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 1830 0001 3940 6054



Sheriff of Harrison County • 301 West Main Street • • Clarksburg, WV 26301
(304) 624-8685

Pay your taxes online

Harrison County Real Property - Tax Year: 2023

Ticket Number: 0000014931 **Account Number:** 06261029

District: 05 - CLAY-OUTSIDE **More Info:** Details

Owner Name: LINN EDWARD DALE **In Care of:** **Address:** 357 LINN HOLLOW RD SHINNSTON WV 264317304 **Lending Inst:**	**Property:** 1.44 AC BOOTHS CREEK **Map:** 210 **Parcel:** 0042 0002 0000 **Lot Size:** **Acreage:** **Book:** 1436 **Page:** 482

Tax Class: 2	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:

DUE: First Half: none due Second Half: none due Total Due: none due

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	6360	6360	
Building	60	60	
Total	6420	6420	37.37

PAYMENTS RECEIVED:

	First Half	Second Half
Net	37.37	37.37
Discount	.00	.93
Interest	.00	.00
Total	37.37	36.44
Date	09/19/2023	09/19/2023

Format for Printer

Click here to begin a new search.

Software Systems, Inc.
73 South University Avenue
Morgantown, WV 26508

© Software Systems, Inc. All rights reserved

Ownership Search Detail

Home (Default.aspx) / Ownership Search (ownershipsearch.aspx) / Ownership Search Detail

View on Map (https://harrrisoncounty.maps.arcgis.com/apps/webappviewer/index.html?id=1c2f8b775e5a4900b3eb7a9e2afb8548&find=05 210004200020000)

PARID: 05 210004200020000
Tax Year: 2023
Owner: LINN EDWARD DALE
Address: 357 LINN HOLLOW RD
City/State/Zip: SHINNSTON, WV 26431
Deed Book: 1436 Deed Page: 482
Legal Description: 1.44 AC BOOTHS CREEK

ASSESSMENT DISTRICT: Clay - Out Land
LEGAL DESCRIPTION: ~~1.07~~ 1.44 ~~2.72~~ Ac Booth Creek (m. home)

MAP NO.	PLOT NO.	LOT SIZE	ACREAGE
210	42.2	SPLIT FROM 42	2.72 Ac ~~1.07~~ 1.44Ac

	OWNER'S NAME	ADDRESS	DATE ACQUIRED	FED TAX STAMPS	DEED BOOK	PAGE NO
11	* 1.28 As to pcl 428 *					
10	* .43 Ac to pcl 429 *					
9	* cons. pcl 429 *					
8						
7						
6						
5	Linn, Edward Dale		4-3-04	2500	1436	482
4	Allender, Delmar E.		4-30-03	Affm. L.E.	1278	224
3	Allender, Lula P (LE) (Delmer E. Allender)		6-28-96	Quit Deed	1278	224
2	Allender, Delmer E.		3-15-96	NC	1274	840
1	Allender, Lula P.		4-29-66	$544.	919	10

MAP CARDS — ROSE CITY PRESS, CHARLESTON, W. VA.

Address

Harrison County Assessor's Office
229 South 3rd Street
Clarksburg, WV 26301
P: (Phone) 304-624-8510 F: (Fax) 304-626-1066

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 184044
Process # CIV23-02862
Docket # 564
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } IN PERSON
- vs - }
DALE EDWARD LINN }
Defendant }

I hereby certify that on the **20th day of April, 2023**, **a DILAPIDATED STRUCTURE**, in the above entitled action, came into my hand for service. That on the **20th day of April, 2023** at **12:45 PM**, in said county, **I did serve the documents on Edward Dale Linn.**
Served the within **a DILAPIDATED STRUCTURE** on the within named **DALE LINN** by delivering a copy of the within **a DILAPIDATED STRUCTURE** to him/her in person at **357 LINN HOLLOW RD, SHINNSTON, WV 26431** in Harrison County, West Virginia, on the**20th day of April, 2023** at **12:45 PM**.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202302867
HARRISON COUNTY PLANNING COMMISSION
301 W MAIN ST, CLARKSBURG, WV 26301

Comments

Date Returned 4/20/23

Signed _____ **Date** 20 April 2023

Robert Matheny
Harrison County
By: Dawn Bourgeois
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945


Network:Apr 19, 2023 at 1:34:32 PM EDT
Local:Apr 19, 2023 at 1:34:32 PM EDT
+39.371815,-80.210368
327–405 Linn Hollow Rd
Shinnston WV 26431
United States
Remark: County commission
Index number 66

HARRISON COUNTY PLANNING DEPARTMENT
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Certified #: 70181830000139406054

Date: April 20, 2023

Case#: 564

Property Owner/Address
Dale Edward Linn
357 Linn Hollow RD
Shinnston, WV 26431

Identification/Location of Property
District: 5
Tax Map: 210
Parcel: 42.2
Linn Hollow RD, Shinnston

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. **Dilapidated Structure**

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions by June 15, 2023 (per our conversion in February) shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8721

HARRISON COUNTY PLANNING COMMISSION

By: _____
James Richards, Code Officer


Network: Jan 1, 2023 at 12:14:49 PM EST
Local: Jan 1, 2023 at 12:14:49 PM EST
38.937858 -80.210660
357 Linn Hollow Rd
Shinnston WV 26431
United States
Remark: County commission



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500
FAX 304-624-8673

COMMISSIONERS
DAVID L. HINKLE
SUSAN J. THOMAS
PATSY TRECOST II

Dale Edward Linn
357 Linn Hollow Road
Shinnston, WV 26431
District 05 Tax Map 210 Parcel 422 and 113
Case # 564 12 Ethels Lane Shinnston

March 15, 2024

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday, June 5, 2024 at 9:10 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County Courthouse. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

Charlotte Shaffer, Planning Director

01830

9589 0710 5270 0834 2603 32

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ ____
- ☐ Return Receipt (electronic) $ ____
- ☐ Certified Mail Restricted Delivery $ ____
- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
$

Postmark Here

3/18/24

Sent To: Dale Edward Linn
Street and Apt. No., or PO Box No.: 357 Linn Hollow Rd.
City, State, ZIP+4®: Shinnston WV 26431

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. 564
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Dale Edward Linn
357 Linn Hollow Rd
Shinnston, WV 26431

9590 9402 7652 2122 7481 61

2. Article Number (Transfer from service label)
7018 1830 0001 3940 6054

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Edward Linn
C. Date of Delivery 4-24-23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- estricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 191709
Process # CIV24-01830
Docket # 564
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } IN PERSON
- vs - }
DALE EDWARD LINN }
Defendant }

I hereby certify that on the **18th day of March, 2024**, **a NOTICE OF HEARING**, in the above entitled action, came into my hand for service. That on the **18th day of March, 2024** at **1:15 PM**, in said county, **I did serve the documents on DALE EDWARD LINN**.
Served the within **a NOTICE OF HEARING** on the within named **DALE LINN** by delivering a copy of the within **a NOTICE OF HEARING** to him/her in person at **357 LINN HOLLOW RD, SHINNSTON, WV 26431** in Harrison County, West Virginia, on the**18th day of March, 2024** at **1:15 PM**.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202401885
HARRISON COUNTY PLANNING COMMISSION
301 W MAIN ST, CLARKSBURG, WV 26301

Comments
MR. LINN WOULD LIKE JAMES TO GET A HOLD OF HIM. HE IS TRYING TO GET IT CLEANED UP. HE HAS HAD A HEART ATTACK AND CAN NOT DO ALOT.

Date Returned 3/18/24

Signed _____ **Date** 18March2024

Robert Matheny
Harrison County
By: Dawn Bourgeois
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945



9:20AM

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN THE MATTER OF:

PETITION OF JAMES L. SCUDERE, ELIZABETH S. SCUDERE, AND WILLIAM E. SOUTHERN TO ABANDON STREET OR ALLEY

NOTICE OF HEARING

Please take notice that, on June 5, 2024 at 9:20 a.m., a hearing will be conducted before the County Commission of Harrison County, West Virginia, located at 301 W. Main Street, Clarksburg, West Virginia 26301 on the "Verified Petition of James L. Scudere, Elizabeth S. Scudere, and William E. Southern to Abandon Street or Alley." More specifically, pursuant to West Virginia Code § 7-1-3h, the Petitioners, James L. Scudere, Elizabeth S. Scudere and William E. Southern (collectively hereafter "the Petitioners"), have filed with the Harrison County Commission a Verified Petition seeking the abandonment of all of that portion of the street or alley known as "Thorn Street" which abuts the Petitioners' respective properties as more particularly described below.

Petitioners James L. Scudere and Elizabeth S. Scudere together own the following parcels or tracts of land located in Clay-Outside District, Harrison County, West Virginia, more particularly identified as follows:

a. 1 LOT #1 BLK 2 ENTERPRISE
Map 905, Parcel 20
Parcel ID: 17-05-0905-0020-0000

b. 4 LOTS 1-4 & BLK 2 ENTERPRISE; INC PARS 20-37 & 38
Map 905, Parcel 19
Parcel ID: 17-05-0905-0019-0000

c. 1 LOT #3 BLK 2 ENTERPRISE
Map 905, Parcel 37
Parcel ID: 17-05-0905-0037-0000

d. 1 LOT #4 BLK 2 ENTERPRISE
Map 905, Parcel 38
Parcel ID: 17-05-0905-0038-0000

All four (4) parcels or tracts of land listed above as owned by Petitioners James L. Scudere and Elizabeth S. Scudere abut an unused road, street or other travel way believed to be labeled or designated as "Thorn Street" (or a portion of "Thorn Street") on a map or plat of a subdivision of land within Harrison County, West Virginia, but outside of any incorporated towns or cities thereof, with said map or plat being recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia at Book 378, Page Number 329 and labeled as "Enterprise Sub-Division of the CC Realty Co. at Enterprise, Clay District, Harrison County, W.Va." having been recorded on or about December 17, 1927 at 12:40 p.m.

Petitioner William E. Southern owns the following parcel or tract of land located in Clay-Outside District, Harrison County, West Virginia, more particularly identified as follows:

TRACT B 2.35 AC ENTERPRISE
Map 905, Parcel 3
Parcel ID: 17-05-0905-0003-0000

The parcel or tract of land listed above as owned by Petitioner William E. Southern abuts an unused road, street or other travel way believed to be labeled or designated as "Thorn Street" (or a portion of "Thorn Street") on a map or plat of a subdivision of land within Harrison County, West Virginia, but outside of any incorporated towns or cities thereof, with said map or plat being recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia at Book 378, Page Number 329 and labeled as "Enterprise Sub-Division of the CC Realty Co. at Enterprise, Clay District, Harrison County, W.Va." having been recorded on or about December 17, 1927 at 12:40 p.m.

The Verified Petition contends that, other than the properties owned by the Petitioners, no other property abuts the subject unused road, street or other travel way that the Petitioners request the County Commission of Harrison County to declare as abandoned, vacated and closed.

The Verified Petition further contends that, given that the Petitioners are the only property owners with property abutting the subject unused road, street or other travel way sought to be closed and vacated, the use and rights of no person or persons in such road, street or other travel way will be impaired or lost by the closing and vacating of such road, street or other travel way that is the subject of this Petition.

In support of the Verified Petition, at said hearing on June 5, 2024 at 9:20 a.m., the Petitioners will jointly move and request the Harrison County Commission to grant this Petition and to enter an Order which abandons, vacates and closes **all** of that portion of the unused road, street, or other travel way which abuts the property owned by Petitioners James L. Scudere and Elizabeth S. Scudere as well as which abuts the property owned by Petitioner William E. Southern, with said unused road, street or other travel way believed to be designated as "Thorn Street" (or a portion of "Thorn Street") on the aforesaid subdivision map recorded at Book 378, Page 329.

The Petitioners contend that the subject unused road, street or other travel way believed to be designated as "Thorn Street" (or a portion of "Thorn Street") is located in Enterprise, Harrison County, West Virginia and is outside of any incorporated town or city and has not been open to the public or used by the public at any time.

Any person or entity desiring to oppose or otherwise address and be heard on the Petitioners' request for the abandonment of all of that portion of the street or alley known as "Thorn Street" which abuts the Petitioners' respective properties may attend said hearing on June 5, 2024 at 9:20

a.m. to protect their respective interests if they so desire.

PETITIONERS, BY COUNSEL

Jeffery W. Lilly, Esquire
ROSE PADDEN PETTY TAYLOR & LILLY, L.C.
Attorneys at Law
P.O. Box 1307
Fairmont, WV 26555-1307
Phone: 304-363-4260
Fax: 304-363-4284
W.Va. State Bar ID No. 8046
JLILLY@RPPTL.COM

Harrison County Tax Parcel Viewer



Date: 5/16/2024

Joseph R. Romano
Harrison County Assessor

All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

0 0.01 0.01 0.03 0.04 0.06 mi

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN THE MATTER OF:

PETITION OF JAMES L. SCUDERE, ELIZABETH S. SCUDERE, AND WILLIAM E. SOUTHERN TO ABANDON STREET OR ALLEY

VERIFIED PETITION OF JAMES L. SCUDERE, ELIZABETH S. SCUDERE AND WILLIAM E. SOUTHERN FOR ABANDONMENT OF STREET OR ALLEY

Pursuant to West Virginia Code § 7-1-3h, the Petitioners, James L. Scudere, Elizabeth S. Scudere and William E. Southern (collectively hereafter "the Petitioners"), by and through counsel, Jeffery W. Lilly, Esquire, and Rose Padden Petty Taylor & Lilly, L.C., hereby file their Verified Petition seeking the abandonment of all of that portion of the street or alley abutting the Petitioners' respective properties and state as follows:

1. Petitioners James L. Scudere and Elizabeth S. Scudere together own the following parcels or tracts of land located in Clay-Outside District, Harrison County, West Virginia, more particularly identified as follows:

   a. 1 LOT #1 BLK 2 ENTERPRISE
   Map 905, Parcel 20
   Parcel ID: 17-05-0905-0020-0000

   b. 4 LOTS 1-4 & BLK 2 ENTERPRISE; INC PARS 20-37 & 38
   Map 905, Parcel 19
   Parcel ID: 17-05-0905-0019-0000

   c. 1 LOT #3 BLK 2 ENTERPRISE
   Map 905, Parcel 37
   Parcel ID: 17-05-0905-0037-0000

   d. 1 LOT #4 BLK 2 ENTERPRISE
   Map 905, Parcel 38
   Parcel ID: 17-05-0905-0038-0000

2. All four (4) parcels or tracts of land listed above as owned by Petitioners James L.

Scudere and Elizabeth S. Scudere abut an unused road, street or other travel way believed to be labeled or designated as "Thorn Street" (or a portion of "Thorn Street") on a map or plat of a subdivision of land within Harrison County, West Virginia, but outside of any incorporated towns or cities thereof, with said map or plat being recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia at Book 378, Page Number 329 and labeled as "Enterprise Sub-Division of the CC Realty Co. at Enterprise, Clay District, Harrison County, W.Va." having been recorded on or about December 17, 1927 at 12:40 p.m.

3. Petitioners James L. Scudere and Elizabeth S. Scudere retained the law firm of Rose Padden Petty Taylor & Lilly, L.C. to perform a title examination for each of the four (4) parcels or tracts of land listed and described above herein, which title examination has confirmed that Petitioners James L. Scudere and Elizabeth S. Scudere are the sole title owners of each of the four (4) parcels or tracts of land listed and described above herein as being owned by James L. Scudere and Elizabeth S. Scudere, and that there are no liens against said property.

4. Petitioner William E. Southern owns the following parcel or tract of land located in Clay-Outside District, Harrison County, West Virginia, more particularly identified as follows:

TRACT B 2.35 AC ENTERPRISE
Map 905, Parcel 3
Parcel ID: 17-05-0905-0003-0000

5. The parcel or tract of land listed above as owned by Petitioner William E. Southern abuts an unused road, street or other travel way believed to be labeled or designated as "Thorn Street" (or a portion of "Thorn Street") on a map or plat of a subdivision of land within Harrison County, West Virginia, but outside of any incorporated towns or cities thereof, with said map or plat being recorded in the Office of the Clerk of the County Commission of Harrison County, West

Virginia at Book 378, Page Number 329 and labeled as "Enterprise Sub-Division of the CC Realty Co. at Enterprise, Clay District, Harrison County, W.Va." having been recorded on or about December 17, 1927 at 12:40 p.m.

6. Petitioner William E. Southern retained the law firm of Rose Padden Petty Taylor & Lilly, L.C. to perform a title examination for the parcel or tract of land listed and described above herein, which title examination has confirmed that Petitioner William E. Southern is the sole title owner of the parcel or tract of land listed and described above herein as being owned by William E. Southern, and that there are no liens against said property.

7. Other than the properties owned by the Petitioners, no other property abuts the subject unused road, street or other travel way that the Petitioners request the County Commission of Harrison County to declare as abandoned, vacated and closed. See copy of Tax Map 905 for Clay-Outside District attached hereto as Exhibit A, and copy of aerial view of Tax Map 905 for Clay-Outside District attached hereto as Exhibit B. Accordingly, there are no other property owners and no lien holders who are subject to being a party to this Petition or subject to direct service of notice of the hearing scheduled in this matter aside from the statutory requirement of publication of notice of the hearing to the general public in a Class I legal advertisement. Further, given that the Petitioners are the only property owners with property abutting the subject unused road, street or other travel way sought to be closed and vacated, the use and rights of no person or persons in such road, street or other travel way will be impaired or lost by the closing and vacating of such road, street or other travel way that is the subject of this Petition.

8. The Petitioners hereby jointly move and request the Harrison County Commission to grant this Petition and to enter an Order which abandons, vacates and closes **all** of that portion of

the unused road, street, or other travel way which abuts the property owned by Petitioners James L. Scudere and Elizabeth S. Scudere as well as which abuts the property owned by Petitioner William E. Southern, with said unused road, street or other travel way believed to be designated as "Thorn Street" (or a portion of "Thorn Street") on the aforesaid subdivision map recorded at Book 378, Page 329.

9. The Petitioners hereby confirm that the subject unused road, street or other travel way believed to be designated as "Thorn Street" (or a portion of "Thorn Street") has not been open to the public or used by the public at any time.

10. The Petitioners further confirm that the unused road, street or other travel way believed to be designated as "Thorn Street" (or a portion of "Thorn Street") is located in Enterprise, Harrison County, West Virginia and is outside of any incorporated town or city.

11. The Petitioners will publish notice of the hearing on the subject Petition in a Class I legal advertisement in the newspaper of general circulation in the publication area for Harrison County, West Virginia as required by West Virginia Code § 7-1-3h.

WHEREFORE, the Petitioners hereby jointly move and request the following relief from this Honorable Commission:

A. Conduct a hearing on June 5, 2024 at 9:20 a.m. as required by West Virginia Code § 7-1-3h;

B. Following the hearing, GRANT this Petition and enter an ORDER finding and declaring that all of that portion of the subject unused road, street, or other travel way which abuts the Petitioners' respective properties believed to be known or designated as "Thorn Street" (or a portion of "Thorn Street") be officially and forever ORDERED as abandoned, vacated and closed;

C. enter an ORDER which conveys one-half (½) of the subject unused road, street, or other travel way to Petitioners James L. Scudere and Elizabeth S. Scudere as joint tenants with rights of survivorship;

D. enter an ORDER which conveys the other one-half (½) of the subject unused road, street, or other travel way to Petitioner William E. Southern; and

E. GRANT any and all such other relief available under applicable law and all other relief as the Honorable County Commission of Harrison County, West Virginia deems just, necessary and proper.

PETITIONERS, BY COUNSEL

Jeffery W. Lilly, Esquire
ROSE PADDEN PETTY TAYLOR & LILLY, L.C.
Attorneys at Law
P.O. Box 1307
Fairmont, WV 26555-1307
Phone: 304-363-4260
Fax: 304-363-4284
W.Va. State Bar ID No. 8046
JLILLY@RPPTL.COM

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBITS AND VERIFICATION OF PETITIONERS TO FOLLOW ON SEPARATE PAGES

VERIFICATION

STATE OF WEST VIRGINIA,

COUNTY OF MARION, TO-WIT:

I, JAMES L. SCUDERE, the Petitioner in this action, being duly sworn, hereby state that the facts contained in the foregoing **"VERIFIED PETITION OF JAMES L. SCUDERE, ELIZABETH S. SCUDERE AND WILLIAM E. SOUTHERN FOR ABANDONMENT OF STREET OR ALLEY"** are true, except so far as they are therein stated to be on information and belief and that, so far as they are therein stated to be on information and belief, I believe them to be true.

JAMES L. SCUDERE

Taken, subscribed and sworn to before me this 23rd day of April, 2024, by JAMES L. SCUDERE.

Notary Public,
State of West Virginia

My Commission Will Expire:

May 9, 2026

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Joyce A Riley
1810 Ryan Road
Fairmont, WV 26554
My Commission Expires May 9, 2026

VERIFICATION

STATE OF WEST VIRGINIA,

COUNTY OF MARION, TO-WIT:

I, ELIZABETH S. SCUDERE, the Petitioner in this action, being duly sworn, hereby state that the facts contained in the foregoing **"VERIFIED PETITION OF JAMES L. SCUDERE, ELIZABETH S. SCUDERE AND WILLIAM E. SOUTHERN FOR ABANDONMENT OF STREET OR ALLEY"** are true, except so far as they are therein stated to be on information and belief and that, so far as they are therein stated to be on information and belief, I believe them to be true.

Elizabeth S. Scudere

ELIZABETH S. SCUDERE

Taken, subscribed and sworn to before me this 23rd day of April, 2024, by ELIZABETH S. SCUDERE.

Joyce A Riley

Notary Public,
State of West Virginia

My Commission Will Expire:

May 9, 2026

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Joyce A Riley
1810 Ryan Road
Fairmont, WV 26554
My Commission Expires May 9, 2026

VERIFICATION

STATE OF WEST VIRGINIA,

COUNTY OF MARION, TO-WIT:

I, WILLIAM E. SOUTHERN, the Petitioner in this action, being duly sworn, hereby state that the facts contained in the foregoing **"VERIFIED PETITION OF JAMES L. SCUDERE, ELIZABETH S. SCUDERE AND WILLIAM E. SOUTHERN FOR ABANDONMENT OF STREET OR ALLEY"** are true, except so far as they are therein stated to be on information and belief and that, so far as they are therein stated to be on information and belief, I believe them to be true.

WILLIAM E. SOUTHERN

Taken, subscribed and sworn to before me this 23rd day of April, 2024, by WILLIAM E. SOUTHERN.

Notary Public,
State of West Virginia

My Commission Will Expire:

May 9, 2026

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Joyce A Riley
1810 Ryan Road
Fairmont, WV 26554
My Commission Expires May 9, 2026

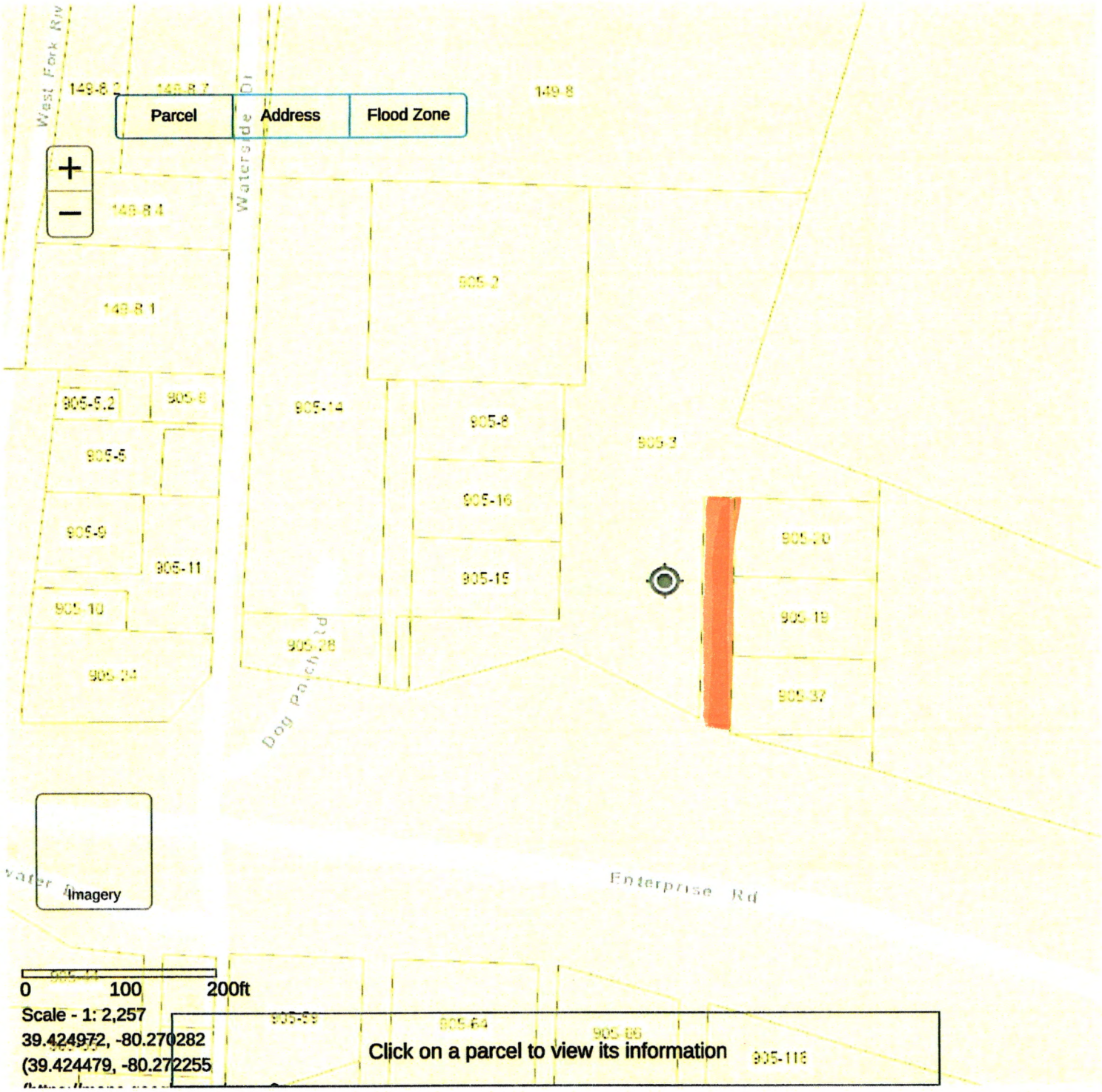

Parcel
Address
Flood Zone
Imagery
Waterside Dr
Dog Porch Rd
Enterprise Rd
West Fork Riv
149-8
148-8.4
148-8.1
905-2
905-5.2
905-6
905-14
905-8
905-3
905-5
905-16
905-9
905-11
905-15
905-10
905-19
905-34
905-37
905-38
905-64
905-65
905-116
0
100
200ft
Scale - 1: 2,257
39.424972, -80.270282
(39.424479, -80.272255
Click on a parcel to view its information

EXHIBIT
A


Parcel
Address
Flood Zone
149-8.2
149-8.7
149-8
149-8.4
149-8.1
905-2
905-5.2
905-6
905-14
905-8
905-3
905-5
905-16
905-9
905-10
905-11
905-15
905-19
905-10
905-28
905-24
905-37
Streets
0
100
200ft
Scale - 1: 2,257
39.424450, -80.269622
(39.424479, -80.272255
Click on a parcel to view its information
905-64
905-66
905-116

EXHIBIT

B

PUBLISHER'S CERTIFICATE

I, Crystal Hardy, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the city of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

Notice of Hearing - Scudere

was published in THE EXPONENT-TELEGRAM 1 time(s) commencing on 05/17/2024 and ending on 05/17/2024 at the request of

ROSE PADDEN PETTY TAYLOR & LILLY, L.C..

Given under my hand this 05/17/2024.

The publisher's fee for said publication is: $132.55.

Crystal Hardy
Classified Manager of The Exponent-Telegram

Subscribed to and sworn to before me this 05/17/2024

Rebecca Gray
Notary Public in and for Harrison County, WV

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Rebecca Gray
300 Cove Court Clarksburg, WV 26301
My Commission Expires May 5, 2028

My commission expires on
The 5th day of May 2028

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN THE MATTER OF: PETITION OF JAMES L. SCUDERE, ELIZABETH S. SCUDERE, AND WILLIAM E. SOUTHERN TO ABANDON STREET OR ALLEY

NOTICE OF HEARING

Please take notice that, on **June 5, 2024 at 9:20 a.m.**, a hearing will be conducted before the County Commission of Harrison County, West Virginia, located at 301 W. Main Street, Clarksburg, West Virginia 26301 on the **"Verified Petition of James L. Scudere, Elizabeth S. Scudere, and William E. Southern to Abandon Street or Alley."** More specifically, pursuant to West Virginia Code §7-1-3h, the Petitioners, James L. Scudere, Elizabeth S. Scudere and William E. Southern (collectively hereafter "the Petitioners"), have filed with the Harrison County Commission a Verified Petition seeking the abandonment of all of that portion of the street or alley known as "Thorn Street" which abuts the Petitioners' respective properties as more particularly described below.

Petitioners James L. Scudere and Elizabeth S. Scudere request that the following parcels or tracts of land located in Clay Outside District, Harrison County, West Virginia, more particularly identified as follows:

a. 1 LOT #1 BLK 2 ENTERPRISE
Map 305, Parcel 29
ParcelID 17-05-0305-0029-0000
b. 1 LOTS 1 & 2 & BLK 2 ENTERPRISE, INC PARS 37 & 38
Map 305, Parcel 14
ParcelID 17-05-0305-0014-0000
c. 1 LOT #3 BLK 2 ENTERPRISE
Map 305, Parcel 37
ParcelID 17-05-0305-0037-0000
d. 1 LOT #4 BLK 2 ENTERPRISE
Map 305, Parcel 38
ParcelID 17-05-0305-0038-0000

All being the parcels or tracts of land listed above as owned by Petitioners James L. Scudere and Elizabeth S. Scudere and all unnamed road, street or other travel way believed to be bordered or designated as "Thorn Street" or a portion of "Thorn Street" on a map or plat of a subdivision of land within Harrison County, West Virginia, but outside of any recognized towns or cities therein, with said map or plat being recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia in Book 378, Page Number 201 and labeled as "Enterprise Sub-Division of the CC Beatty Co. in Enterprise, Clay District, Harrison County, W.Va." (survey said recorded on or about December 17, 1925 at 12:10 p.m.).

Petitioner William E. Southern seeks the following parcels or tract of land located in Clay Outside District, Harrison County, West Virginia, more particularly identified as follows:

PARCEL 1 37 AC ENTERPRISE
Map 305, Parcel 1
ParcelID 17-05-0305-0001-0000

The parcel or tract of land listed above as owned by Petitioner William E. Southern abuts an unnamed road, street or other travel way believed to be bordered or designated as "Thorn Street" or a portion of "Thorn Street" on a map or plat of a subdivision of land within Harrison County, West Virginia, but outside of any recognized towns or cities therein, with said

map is duly recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia, at Book 378, Page Number 329 and labeled as "Enterprise Sub-Division of the CC Realty Co. at Enterprise, Clay District, Harrison County, W.Va." having been recorded on or about December 17, 1927 at 12:40 p.m.

The Verified Petition contends that, other than the properties owned by the Petitioners, no other property adjoins the subject unused road, street or other travel way that the Petitioners request the County Commission of Harrison County to declare as abandoned, vacated and closed.

The Verified Petition further contends that, given that the Petitioners are the only property owners with property abutting the subject unused road, street or other travel way sought to be closed and vacated, the use and rights of no person or persons in such road, street or other travel way will be reduced or lost by the closing and vacating of such road, street or other travel way that is the subject of this Petition.

In support of the Verified Petition, at said hearing on **June 5, 2024 at 9:20 a.m.**, the Petitioners will jointly move and request the Harrison County Commission to grant this Petition and to enter an Order which abandons, vacates and closes **all** of that portion of the unused road, street, or other travel way which abuts the property owned by Petitioners James L. Southern and Elizabeth S. Southern as well as which abuts the property owned by Petitioner William E. Southern, with said unused road, street or other travel way believed to be designated as "Thorn Street" (or a portion of "Thorn Street") on the aforesaid landowners' map recorded at at Book 378, Page 329.

The Petitioners contend that the subject unused road, street or other travel way believed to be designated as "Thorn Street" (or a portion of "Thorn Street") is located in Enterprise, Harrison County, West Virginia and is outside of any incorporated town or city and has not been used in the ordinary course by the public at any time.

Any person or entity desiring to respond or otherwise address said request or the Petitioners' request for the abandonment of all that portion of the road or alley known as "Thorn Street" which abuts the Petitioners' respective properties may attend said hearing on **June 5, 2024 at 9:20 a.m.** to protest the proposed abandonment of the road.

PETITIONERS, BY COUNSEL
Jeffrey W. Bayer, Esquire
WV State Bar ID No. 9045
ROSE PADDEN PETTY TAYLOR & BAYER, PLLC
Attorneys at Law
P.O. Box 1587
Fairmont, WV 26555-1587
Phone: 304-363-3400
Fax: 304-363-3564
JBAYER@RPPTLAW.COM

The Exponent
Telegram

P.O. Box 2000
Clarksburg, WV 26302
Phone: 304-626-1428
Fax: 304-622-3629
Classified@theet.com

Advertising Receipt

ROSE PADDEN PETTY TAYLOR & LILLY, L.C.
PO BOX 1307
FAIRMONT, WV 26555

Acct#:69375
Ad#:1426247
Phone#:304-363-4260
Date:05/17/2024

Salesperson: REBECCA GRAY | Classification: Legal Ads | Ad Size: 1.0 x 913.0

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Classified Exponent	05/17/2024	05/17/2024	1	118.69	118.69
Affidavit Fee	-	-	-	-	10.00
Credit Card Fee	-	-	-	-	3.86

Payment Information:

Date:	Order#	Type
05/14/2024	1426247	CreditCard

Total Amount: 132.55
Total Payments: 132.55
Amount Due: 0.00

Attention: Thank you for your business.

Ad Copy

Sheriff of Harrison County

Harrison County Real Property

Tax Year: 2023
Ticket #: 0000016492
District: 05 - CLAY-OUTSIDE

Account Number: 06243996
Taxpayer I.D.:

Property Owner	Property Description
SCUDERE JAMES L & ELIZABETH S PO BOX 130 ENTERPRISE, WV 265680130 Lending Institution:	4 LOTS 1-4 & BLK 2 ENTERPRISE INC PARS 20-37 & 38 Map/Parcel: 905 / 0019 0000 0000 Lot Size: Acreage: Book: 1161 Page: 1020

Tax Class: 3
Homestead Exemption: None
Back Tax: None
Exoneration: None
Prior Delinquents: None
Special Disposition: None

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	3240	3240	
Building	0	0	
Total	3240	3240	37.72

DUE: First Half: none due Second Half: none due Total Due: none due

PAYMENTS RECEIVED:

	First Half	Second Half
Net	37.72	37.72
Discount	.94	.94
Interest	.00	.00
Total	36.78	36.78
Date	08/22/2023	08/22/2023

Please Remit Payment (if any) to: Sheriff of Harrison County
301 West Main Street
Clarksburg, WV 26301
Or call (304) 624-8685 with questions.

THIS DEED, made this 28th day of May, 1986, by and between CONNIE SCOLOPIO, Single, party of the first part, and JAMES L. SCUDERE and ELIZABETH S. SCUDERE, his wife, as joint tenants with the right of survivorship, parties of the second part;

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant, sell and convey, with covenants of general warranty, unto the said parties of the second part, as joint tenants with the right of survivorship, in either upon the death of the other and not as tenants in common, all those three (3) certain tracts or parcels of land situate in or near Enterprise, Clay District, Harrison County, West Virginia, and being more particularly described as follows:

FIRST PARCEL: Said tracts or parcels of land hereinafter described are situate in the "Enterprise Sub-Division of the C. C. Realty Co.", at Enterprise, a map or plat of which said Sub-Division is of record in said County Clerk's Office in Deed Book No. 378, at page 329:

Lots Nos. 1 to 10, inclusive, in Block No. 2 in said Sub-Division, containing a total of 2.66 acres, more or less.

Lots Nos. 1 to 4, inclusive, in Block No. 4 in said Sub-Division, containing a total of 0.95 of an acre, more or less.

Said real estate being the same that was conveyed unto Connie Scolopio by deed of Nelson L. Blankenship, Clerk of the County Commission of Harrison County, West Virginia, by deed dated April 1, 1986, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1159, at page 734.

SECOND PARCEL: All those certain lots or parcels of land situate in the "Enterprise Sub-Division of the C. C. Realty Co.", at Enterprise, in Clay District, Harrison County, West Virginia, a map or plat of which said Sub-Division is of record in the County Clerk's office of said Harrison County in Deed Book No. 378, at page 329, and particularly bounded and described as follows:

Lots "A" and "B" in Block No. 4 in said Sub-Division, beginning at a point on the west line of Thorn Street, a corner to the school property and the sub-division of the party of the first part; thence by true meridian bearings and horizontal distances, S. 72° 34' W. 396.97 feet to a point, an original corner to party of the first part; thence N. 37° 13' W. 152.97 feet to a point, an original corner to the party of the first part; thence S. 68° 17' W. 26.45 feet to a point, the intersection of an original line of the party of the first part with the east line of Tetrick Lane; thence by one line with Tetrick Lane, N. 2° 31' E. 96.62 feet to a point, the southwest corner of Lot No. 8 of Block No. 5; thence with the south line of Lot No. 8 and the south end of Nay Street, S. 87° 10' E. 165.12 feet to a point, the southeast end of said Nay Street; thence by one line with said Nay Street, N. 2° 50' E. 179.14 feet to a point, the southwest corner of Lot No. 12 of Block No. 4; thence with the south line of said Lot No. 12 and the south end of Nutter Lane, S. 87° 10' E. 169.00 feet to a point, the southeast end of said Nutter Lane; thence by one line with said Lane, N. 2° 50' E. 29.86 feet to a point, the southwest corner of Lot No. 6 of Block No. 4; thence with the south line of Lot No. 6, S. 87° 10' E. 125.00 feet to a point, the southeast corner of Lot No. 6, on the west line of Thorn Street, if projected; thence leaving said Lot No. 6 and running with a line of Thorn Street, if projected, S. 2° 50' W. 112.35 feet to a point; thence with said Thorn Street, S. 9° 48' E. 165.90 feet to the beginning, containing 2.83 acres, more or less, in the aggregate. These lots are divided by the eastern line of Nutter Lane, projected, on a bearing of S. 2° 50' W. having a distance of 311.32 feet.

Lot No. 5 in Block No. 4 in said Sub-Division fronting 85 feet on Thorn Street and extending back between parallel lines 125 feet to Nutter Lane.

Lot No. 6 in Block No. 4 in said Sub-Division fronting 85 feet on Thorn Street and extending back between parallel lines 125 feet to Nutter Lane.

Said real estate being the same that was conveyed unto Connie Scolopio by deed of Nelson L. Blankenship, Clerk of the County Commission of Harrison County, West Virginia, by deed dated April 1, 1986, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1159, at page 761.

THIRD PARCEL: That certain piece of surface land containing approximately 1.6 acres located in Clay District, Harrison County, West Virginia, near the mouth of Laurel Run, and being more particularly described as follows: Beginning at a point in the road, corner to property formerly owned by

Landora A. Collins, thence with two of her lines S. 43-1/2 deg. West 50 feet; thence S. 29-1/2 deg. East 50 feet; thence S. 35-1/2 deg. West 7.2 poles (118.8 feet) crossing Laurel Run; thence N. 37-1/4 West 16.72 poles (275.8 feet); thence N. 66 deg. West 5.4 poles (89.1 feet) to a point 33 feet from the center line of the railroad; thence N. 2 deg. West 6 poles (99 feet); thence N. 77-1/2 deg. East 15 poles (247.5 feet); thence S. 22 deg. East 14.8 poles (244.2 feet) to the place of beginning containing approximately 1.6 acres.

Said real estate being the same that was conveyed unto Connie Scolopio by deed of Nelson L. Blankenship, Clerk of the County Commission of Harrison County, West Virginia, by deed dated April 1, 1986, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1159, at page 788.

This conveyance is made subject to all exceptions, reservations, restrictions, easements, conditions and rights-of-way contained in prior instruments of record affecting the subject property.

DECLARATION OF CONSIDERATION OF VALUE

The undersigned hereby declares that the total consideration paid for the property herein conveyed is $2,412.07.

WITNESS the following signature and seal:

Connie Scolopio (SEAL)
CONNIE SCOLOPIO

Constance B. Scolopio

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

BOOK 1161 PAGE 1023

The foregoing instrument was acknowledged before me this 2nd day of June, 1986, by Connie Scolopio, single.

My commission expires: August 25, 1988.

Notary Public

RECORDED

JUN 2 11 43 AM '86

COUNTY CLERKS OFFICE
HARRISON COUNTY
WEST VIRGINIA

$1.65 PROPERTY TRANSFER TAX STATE & COUNTY A 839231

$1.65 PROPERTY TRANSFER TAX STATE & COUNTY A 839221

$4.95 PROPERTY TRANSFER TAX STATE & COUNTY B 497790

This instrument was presented to the Clerk of the County Commission of Harrison County, West Virginia, on 6-2-86 and the same is admitted to record.

Teste: Clerk

Harrison County Commission

This instrument was prepared by James A. Matish, Attorney at Law, 214 Court Street, Clarksburg, West Virginia, 26301.

Sheriff of Harrison County

Harrison County Real Property

Tax Year: 2023
Ticket #: 0000016705
District: 05 - CLAY-OUTSIDE

Account Number: 06235022
Taxpayer I.D.:

Property Owner	Property Description
SOUTHERN WILLIAM E 46 DOG PATCH RD ENTERPRISE, WV 265687213 Lending Institution:	TRACT B 2.35 AC ENTERPRISE Map/Parcel: 905 / 0003 0000 0000 Lot Size: Acreage: Book: 1331 Page: 658

Tax Class: 2
Homestead Exemption: Yes
Back Tax: None
Exoneration: None
Prior Delinquents: None
Special Disposition: None

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	7740	7740	
Building	64080	64080	
Total	71820	51820	301.59

DUE: First Half: none due Second Half: none due Total Due: none due

PAYMENTS RECEIVED:

	First Half	Second Half
Net	301.59	301.59
Discount	7.54	7.54
Interest	.00	.00
Total	294.05	294.05
Date	08/30/2023	08/30/2023

Please Remit Payment (if any) to: Sheriff of Harrison County
301 West Main Street
Clarksburg, WV 26301
Or call (304) 624-8685 with questions.

BOOK 1331 PAGE 658

THIS DEED, made this the 29th day of May, 2001, by and between BRIAN MINOR and REBECCA D. MINOR, his wife, parties of the first part, and WILLIAM E. SOUTHERN, party of the second part.

WITNESSETH, that for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey, with covenants of GENERAL WARRANTY, unto the said party of the second part, all of the following tract or parcel of land situate in the Town of Enterprise, Clay District, Harrison County, West Virginia, more particularly described as follows:

BEGINNING at a rebar located on the line of a 23.20 acre tract of land owned by Daisy Maley and Goldie Richards; thence with said line, S. 87° 10' E. 223.42 feet to a rebar located on the Wilber Wilfong line; thence with said line, S. 18° 21' 20" W. 245.87 feet to an iron rod; thence continuing two (2) lines with Wilber Wilfong, S. 69° 08' 39" E. 148.67 feet to a rebar, S. 2° 50' W. 27.1 feet to a rebar, a corner of Lot 1 of Block 2; thence with Lot 1, N. 87° 10' W. 174.0 feet to a rebar, a corner of Lot 1 of Section C; thence a line with Lots 1, 2 and 3, S. 2° 50' W. 232.04 feet to an iron rod located on the north right of way of WV Route 19/2; thence three (3) lines with the north side of said right of way, N. 59° 56' 29" W. 140.57 feet to an iron rod located on the east side of Nutter Lane, now owned by Daisy Maley and Goldie Richards; thence continuing N. 59° 56' 29" W. 22.5 feet to an iron rod, a [illegible] Lot 11; thence S. 74° 41' 08" W. 154.92 feet

78.29 feet to an iron rod, a corner with Lot 10; thence a line with Lot 10, S. 87° 10' E. 149.0 feet to an iron rod located on the west side of what once was Nutter Lane; thence with the west side of said Lane and the east side of Lot 10, N. 2° 50' E. 233.3 feet to an iron rod located on Lot 7; thence two (2) lines with Lot 7, S. 87° 10' E. 20 feet to an iron rod, N. 2° 50' E. 203.91 feet to the beginning, containing 2.35 acres as shown on the plat attached hereto and made part of this description.

BOOK 1331 PAGE 659

Being the same tract or parcel of real estate which was conveyed unto Brian Minor and Rebecca D. Minor, his wife, by **a)** Grace Scarrella, widow, by deed dated the 14th day of November, 1995, and of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1273, at page 919; **b)** Grace Scarrella, widow, and others, by deed dated the 5th day of January, 1996, and of record in said Clerk's office in Deed Book No. 1273, at page 922, and **c)** Vivian Brown, widow, and others, by deed dated the 15th day of September, 1995, and of record in the aforesaid Clerk's office in Deed Book No. 1273, at page 913.

This conveyance is made subject to all exceptions, reservations, restrictions, conditions, covenants, easements, rights of way or other servitudes, if any, made, retained or created in prior instruments of record in the chain of title to the real estate herein conveyed, insofar as the same are valid and in effect.

The undersigned grantors hereby declare that the total consideration paid for the property conveyed by this deed is $25,000.00

WITNESS the following signatures and seals:

Brian Minor (SEAL)
BRIAN MINOR

Rebecca D Minor (SEAL)
REBECCA D. MINOR

BOOK 1331 PAGE 660

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, Erin C. Johnes, a Notary Public in and for Harrison County, West Virginia, do hereby certify that BRIAN MINOR and REBECCA D. MINOR, his wife, whose names are signed to the writing hereto annexed, bearing date the 29th day of May, 2001, have each this day acknowledged the same before me in my said County.

Given under my hand and official seal this 24th day of July, 2001.

My commission expires: March 15, 2005

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
ERIN C. BEALE
LAW OFFICES OF KYLE & MARTIN
218 COURT ST. – CLARKSBURG, WV 26301
MY COMMISSION EXPIRES 03-15-2005

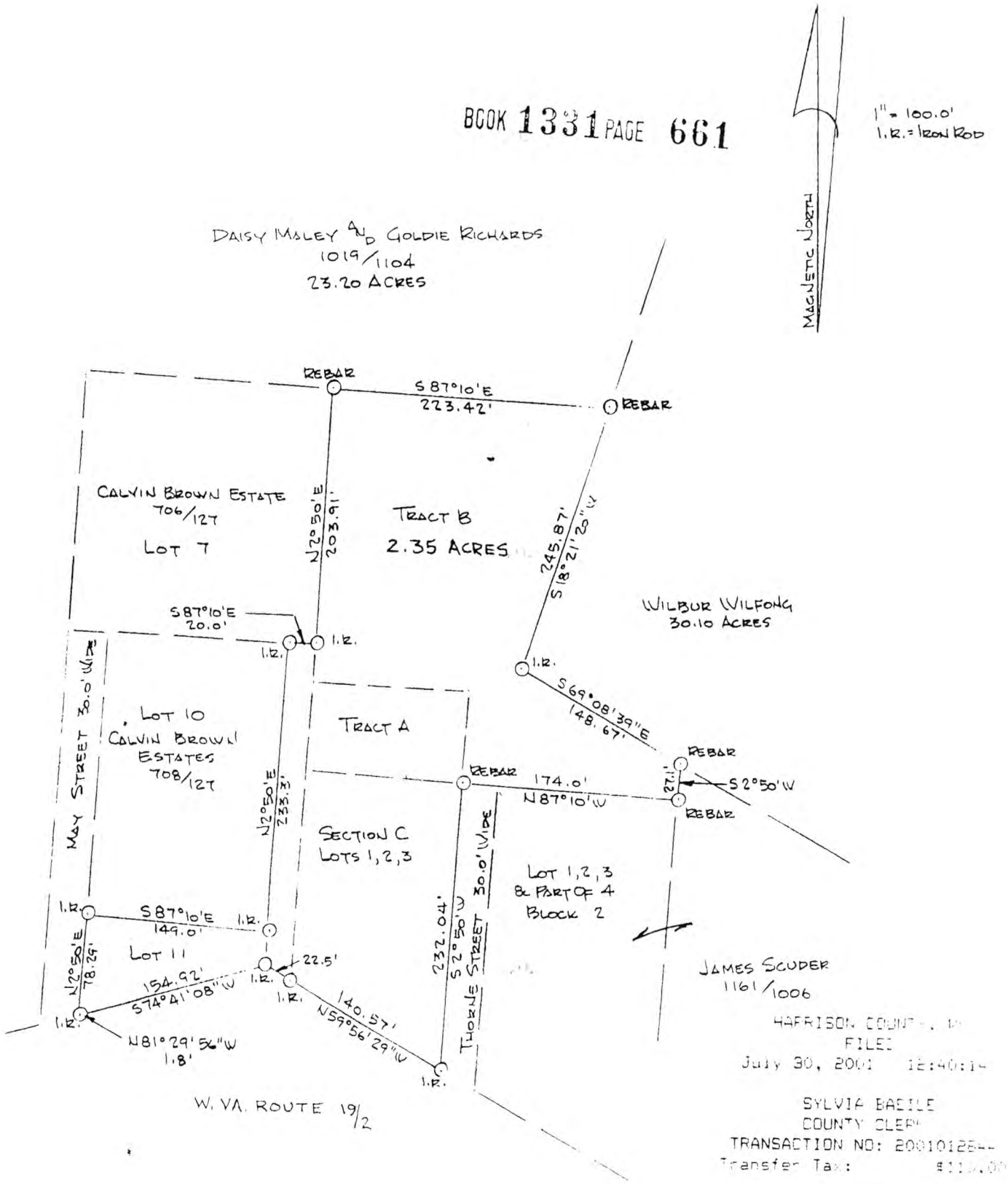
Erin C Johnes
(NOTARY PUBLIC)
Erin C. Beale

This instrument was prepared by:

Kyle & Martin
218 Court Street
Clarksburg, WV 26301

BOOK 1331 PAGE 661

1" = 100.0'
I.R. = Iron Rod



HARRISON COUNTY, WV
FILED
July 30, 2001 12:40:14

SYLVIA BASILE
COUNTY CLERK
TRANSACTION NO: 20010128--
Transfer Tax: $110.00

DEED BOOK
BY
LINE:

Plat Of Property
From D.L. Wheeler Surveys
For
Brian and Rebecca Minor
Town Of Enterprise Clay District
Harrison County West Virginia

9:25AM

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.gov *; Question: 304-624-8500*
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: MAY 6, 2024

Organization Name: PROGRESSIVE FARMERS CLUB of Jones Run Community

Name and Title of Requester: GREGORY L. MARSHALL, president

Mailing Address of Organization and Responsible Person:
380 Winemiller Lane, Lumberport, WV 26386
If approved, this is where the check will be sent

Telephone: 304-783-4868 Fax: _____ E-mail: marsgroo@frontiernet.net
marsgroo@frontiernet.net

FEIN# 81-1915133 Is your organization an IRS 501(c) 3 not-for-profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ _____

Dollar Amount REQUESTED - Grant: $ 2000.00 Loan: $ _____

Was project funded previously by HCC? Y (N) If so, when _____; how much: $ _____

Have you previously received funds from the Harrison County Commisson: Y (N)
If Yes, how much? If funded multi years - list by fiscal year?
When: _____; how much: $ _____
When: _____; how much: $ _____
When: _____; how much: $ _____

Purpose of request (one sentence): To Replace Ceiling in the Jones Run Community Bldg.

If for a fair/festival/event, give dates and location: Date: _____ Location: _____

Describe the proposed activities with dollar amounts to be funded by this request: TO PURCHASE MATERIALS to Replace the CEiling in the community building We ARE AWAITING bids for the labor. The plan is to USE METAL for the ceiling. Estimated cost will be $2,070.00. PRICES RECEIVED from MENARDS AND Lifetite (Belington) MATERIALS will include metal, SCREWS

Are your financial statements audited by an outside accounting firm? Y (N)
If Yes, by whom:

Do you plan to recognize the Harrison County Commission 's contribution? Y (N)
If Yes, how?

(Name of Applicant) Progressive Farmers Club Jones Run agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) Progressive Farmers Club of Jones Run, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) _____ shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) Progressive Farmers Club Jones Run agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Gregory L Marshall President **Date** 5/6/2024

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $ _____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 24 2016

PROGRESSIVE FARMERS CLUB OF JONES
RUN COMMUNITY
380 WINEMILLER LN
LUMBERPORT, WV 26386-0000

Employer Identification Number:
81-1915133
DLN:
26053544002506
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 11, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

PROGRESSIVE FARMERS CLUB OF JONES

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Greg Marshall, president
380 Winemiller Lane
Lumberport, WV 26386
304-783-4868

Tom Harrison, vice president
Nolans Run Rd
Lumberport, WV 26386
304-584-4395

Denzil Morris, treasurer
P. O. Box 66
Shinnston, WV
304-592-1863

Joy Marshall, secretary
380 Winemiller Lane
Lumberport, WV 26386
304-783-4868

Progressive Farmers Club of Jones Run Community
2023

7/1 – Balance Forward		4,254.60
7/7 – Short Line P.S.D	– 42.30	4212.30
7/7 – Deposit (Donation)	+50.00	4,262.30
7/10 – Panhandle Farmers Mutual Ins.	–122.50	4,139.80
7/21 – Cardinal Natural Gas	– 9.64	Donation
7/27 – Mon Power	– 12.31	4,127.49
8/3 – Short Line P.S.D	– 42.30	4,085.19
8/11 – Cardinal Natural Gas Co.	– 8.00	Donation
8/28 – Mon Power	– 12.83	4,072.36
9/6 – Short Line PSD	– 42.30	4,030.06
9/22 – Cardinal Natural Gas Co.	– 11.28	Donation
9/28 – Mon Power	– 12.19	4,017.87
10/3 – Short Line PSD	– 42.30	3,975.57
10/5 – Joy Marshall (Business Reg.)	– 25.00	3,950.57
10/11 – Panhandle Farmers Mutual Ins. Co.	– 122.50	3,828.07
10/12 – Deposit (Rent)	+50.00	3,878.07
10/16 – Cardinal Natural Gas Co.	– 11.28	Donation
10/21 – Mon Power	– 10.62	3,867.45
11/5 – Short Line P.S.D.	– 43.14	3,824.31
11/13 – Cardinal Natural Gas Co.	– 9.63	Donation
11/27 – Mon Power	– 28.14	3,796.17
12/7 – Short Line P.S.D.	– 43.14	3,753.03
12/1 – Joy Marshall (Repairs)	– 41.77	3711.26
12/8 – Deposit (Rent, Dues)	+170.00	3881.26
12/18 – Cardinal Natural Gas Co.	– 36.61	3844.65
12/18 – Bank Fee (paper statement (Dec)	– 6.00	3838.65

Progressive Farmers Club of Jones Run Community
2023

1/1/23 - Balance Forward		3,194.44
1/5 - Short Line P.S.D.	- 39.84	3,154.60
1/17 - Panhandle Farmers Mutual Ins.	- 121.50	3,033.10
1/17 - Cardinal Natural Gas Co.	- 71.87	2961.23
1/24 - MON Power	- 30.31	2930.92
2/1 - Deposit (Sausage-Rent)	+ 365.00	3295.92
2/3 - Short Line P.S.D.	- 39.84	3,256.08
2/8 - Cardinal Natural Gas Co	- 61.23	3,194.85
2/21 - MON Power	- 26.30	3,168.55
3/6 - Short Line P.S.D	- 42.30	3,126.25
3/13 - Cardinal Natural Gas Co.	- 59.71	3,066.54
3/27 - MON Power	- 25.64	3,040.90
3/30 - Deposit (Dues + Sausage)	+ 250.00	3,290.90
4/4 - Short Line P.S.D	- 42.30	3,248.60
4/11 - Panhandle Farmers Mutual Ins.	- 142.50	3,106.10
4/17 - Cardinal Natural Gas Co.	- 38.42	3,067.68
4/27 - MON Power	- 18.60	3,049.08
5/1 - Deposit (Ham + Bean Dinner)	+ 1,118.00	4,167.08
5/2 - Short Line P.S.D	- 42.30	4,124.78
5/9 - Deposit	+ 200.00	4,324.78
5/12 - Cardinal Natural Gas Co	- 29.29	4,295.49
5/30 - MON Power	- 13.62	4,281.87
6/2 - Deposit (Rent)	+ 50.00	4,331.87
6/5 - Short Line P.S.D.	- 42.30	4,289.57
6/16 - Cardinal Natural Gas Co.	- 26.04	4,263.53
6/26 - MON Power	- 8.93	4,254.60

History of
Jones Run Community Building

1953 - Young women of rural Lumberport area including Jones Run, Reeses Run, Shinn Run, and Nolans Run recognized the need for an Extension Homemakers' organization. A group of 13 members spearheaded the birth of the Four Creeks Homemaker's Club for the primary purpose of providing instruction and resource materials.

1963- With property deeded to the club, the Homemakers voted to construct a community center. By hard work, donations of money and materials, and help from many local residents the Jones Run Community Building was completed.

2015- **Progressive Farmers Club Of Jones Run Community** continues that tradition by providing educational materials, programing, and fun activities to residents interested in rural living & farm life. Topics varied by members request for information. The building is wired for internet so on-line classes are available.

The Progressive Farmers Club of Jones Run Community was formed exclusively for charitable and educational purposes as specified in Sec 501 (c) (3) of the Internal Revenue Code. The Progressive Farmers Club of Jones Run Community applied for and was granted 501 (c) (3) .

YOUR MEMBERSHIP HELPS

Maintain a group of citizens interested in promoting and supporting rural and farm life.

Support and cooperate with developing, maintaining, and enhancing facilities, resources, and services for the community.

Stimulate the use of Jones Run Community Center facilities, resources, and services

Raise funds for special projects

Become a member of Jones Run Community Center

Name:_____

Address:_____

City:_____

State:_____

Phone:_____

Email:_____

I would like to join

$_____ $ 25 per year (2 PER HOUSE HOLD
(January 1 - December 31)

I would like to make a donation

$_____

Make checks payable to
Progressive Farmers Club of
Jones Run Community

Mail to: Denzil Morris, Treasurer
PO Box 66
Enterprise, WV 26568-0066

Addendum to Harrison County Commission Special Funding Request from the Progressive Farmers Club of Jones Run Community dated May 6, 2024.

We have since obtained a bid from a contractor to replace the ceiling at $4,200.00. The club has raised $2,100.00 from a fundraising event towards the cost of the ceiling. We are requesting 2,000.00 to complete the project. We have, over the years, replaced the roof, installed new windows and remodeled the kitchen and bathroom though money obtained from fundraisers. The building is rented out to members of the community at a nominal fee (to cover cost of utilities used) and has been used for community events. We appreciated your consideration in this matter.

Thank you,

The members of the Progressive Farm Club of Jones Run Community.

Estimate

License# WV060453 Date:05/17/2024
Insurance Provider: Erie Insurance Company
Company: A.L.A CONSTRUCTION LLC
Address: 929 Prickets Fort RD Fairmont, WV 26554
Contact: SAM MASSEY
Phone: (304) 203-0187
Email: A.L.AConstructionLLC2021@gmail.com

Customer: Greg Marshall
Address: Fellowship hall

(Work to be performed)

- Remove drop ceiling
- Install full length metal roofing (white) on ceilings Life-tite metal
- Remove and reinstall lights
- Haul away all job related debris

Materials (Includes metal and delivery)
$1,300

Labor (Includes work, hauling away debris and dump fee)
$2,900

Total labor and materials
$4,200

3A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO	
6/10/2024			
NAME: JEFF PETROSKI		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT: L.E.	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ■ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 6/10/2024, promoted to Lieutenant

Increase annual salary to current rate for Lieutenant

Harrison County Law Enforcement Pay Scale 2023-2024

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE: Rato G. Matthews, Sheriff	DATE: 05-23-2024
HUMAN RESOURCES MANAGER	DATE

Rev 3/16 Re-order Form #08320 ©copyright 2016 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam

3B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/30/2024		| | |-| | |-| | | | |

NAME	ADDRESS
K. S. Lanham	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ● RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Resignation effective 5/30/2024

Please pay available vacation hours, if any.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kate Z. Mallory, Sheriff	DATE 05-23-2024
HUMAN RESOURCES MANAGER	DATE

Rev 3/16 Re-order Form #08320 ©copyright 2016 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam

PAYROLL CHANGE NOTICE

30

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/31/2024		

NAME	ADDRESS
James K. Terango	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Tax	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ● RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Retirement effective 5/31/2024. Please pay remaining vacation days.
Please deduct 8 hours personal time on May 31, 2024.
756 remaining sick hours to be credited to service time with the retirement board.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kathy L. Matthews, Sheriff	DATE 05-21-2024
HUMAN RESOURCES MANAGER	DATE

Rev 3/16 Re-order Form #08320 ©copyright 2016 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam

3D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/31/2024		| | |-| | |-| | | | |
NAME Jacob Heyhurst		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 906 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- X RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Payout Remaining vacation time

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 5/31/2024

PRINTED IN USA Rev 3/16 Re-order Form #08320 ©copyright 2022 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam®

PAYROLL CHANGE NOTICE

3E

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6/5/2024		

NAME	ADDRESS
John Walker	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Security	On Call

THE CHANGE(S):

All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☑ SHIFT	On Call	
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ● HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Part-Time Courthouse Security

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Rob G. Mattery, Sheriff	DATE 05-29-2024
HUMAN RESOURCES MANAGER	DATE

Rev 3/16 Re-order Form #08320 ©copyright 2016 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

May 29, 2024

Harrison County Commission
229 South 3rd Street
Clarksburg, WV 26301

Dear Commissioners:

I am requesting the advice and consent of the Commission to appoint John Walker to fill the part-time position of Courthouse Security. Mr. Walker has met all requirements of this position.

Thank you in advance for your consideration.

Sincerely,

Robert G. Matheny
Sheriff

3f

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6/10/2024		

NAME	ADDRESS
James M. Kennedy	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ● PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 6/10/2024, promoted to Sergeant
Increase annual salary to current rate for Sergeant
Harrison County Law Enforcement Pay Scale

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Ralph G. Matthews, Sheriff	DATE 05-29-2024
HUMAN RESOURCES MANAGER	DATE

Rev 3/16 Re-order Form #08320 ©copyright 2016 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam

36

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6/5/2024		| | -| | -| | | |

NAME	ADDRESS
Harold James Richards	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		900	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
X ☐ DEPARTMENT	439	900
☐ JOB		
☐ SHIFT		
X ☐ RATE	10-3	11-4
☐ ADDRESS/PHONE	hourly	salary
☐ BENEFIT PLAN		
☐ OTHER _____	$49,964	$56,437
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

☐ HIRED	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☐ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☐ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☐ WAGE SCALE CHANGE	☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

X ☐ OTHER (Explain) Interim Deputy Director of Parks & Rec

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 5/31/2024

PRINTED IN USA Rev 3/16 Re-order Form #08320 ©copyright 2022 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1438 or online www.amsterdamforms.com Amsterdam®

3H

Exhibit A-1

Harrison County Parks & Recreation

Summer Playground Program Employees

2024 **Start Date: June 6, 2024**

Name	Position	Rate	Location
Charlotte Riffle	Head Park Leader/Art	$13.00	
Sunnie McCauley	Park Leader	$11.00	
Ryan Shriver	Park Leader	$11.00	
Caleigh Puhlman NEW	Park Leader	$11.00	
Bo Heupp NEW	Summer Maintenance	$11.00	

Quintavias Williams $11.00
Ainsley Perdue $11.00

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6-5-24		

NAME	ADDRESS
Shriver, Ryan	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		PARKS	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		$ 11.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☒ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Michael J Booth	DATE 5/30/24
HUMAN RESOURCES MANAGER	DATE

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6-5-24		

NAME	ADDRESS
Puhlman, Caleigh	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		PARKS	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE		$ 11.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☒ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Michael Book	DATE 5/30/24
HUMAN RESOURCES MANAGER	DATE

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6-5-24		

NAME	ADDRESS
Heupp, Bo	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		PARKS/MAINT	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE		$ 11.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☒ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Michael J Booth	DATE 5/30/24
HUMAN RESOURCES MANAGER	DATE

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO	
6-5-24			
NAME		ADDRESS	
McCauley, Sunnie			
PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Parks	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE		$11.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☒ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

_____

_____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Chad Hughes	DATE 5-24-24
HUMAN RESOURCES MANAGER	DATE

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6.5.24		

NAME	ADDRESS
Riffle, Charlotte	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		PARKS	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	$ 12.00	$ 13.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☒ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Michael J Booth	DATE 5/30/24
HUMAN RESOURCES MANAGER	DATE

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO	
6/5/2024			
NAME		ADDRESS	
Quintavias Williams			
PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		PARKS	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE		$11.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☒ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE Michael J Booth	DATE 5/31/24
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO	
6/12/2024			
NAME		ADDRESS	
Ainsley Perdue			
PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
	WV	PARKS	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE		$11.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☒ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ UNTIL _____
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Michael Booth	DATE 6/3/24
HUMAN RESOURCES MANAGER	DATE

4A

At the regular meeting of the County Commission of Harrison County held on Wednesday May 8, 2024, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle were present. Also present were Laura Pysz-Laulis, County Administrator and John Spires, County Clerk. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: (NONE)

2. Consent Agenda: Trecost moved to approve. Commission concurred.

3. Payroll Change Notices: (NONE)

4. Minutes and/ or Amended Minutes of Previous Meetings: Hinkle moved to approve A and B as presented. Commission concurred.
A. Special Meeting Minutes for 04-16-2024
B. Regular Meeting Minutes for 04-17-2024

5. Requisitions --- Purchase Orders --- Invoices: Laura Pysz-Laulis summarized Truist Bank charges on Vendor List of Payments. Hinkle moved to approve paying A. the Lake Floyd ARPA Requisition in the amount of $84,084.25. Commission concurred. Hinkle moved to approve paying B. the Lumberport ARPA Requisition in the amount of $7,258.60. Commission concurred. Hinkle moved to approve C. to pay Vendor List of Payments and include $71,253.39 to pay off Truist Bank and staff to work with elected officials to get their own credit cards. Hinkle and Trecost voted for and Thomas voted against. Motion carried.
A. Lake Floyd ARPA Requisition --- $84,084.25
B. Lumberport ARPA Requisition--- $7,258.60
C. Vendor List of Payments

9:05 A.M. --- Charles & Jodi Burris --- Nuisance --- Mt. Clare: Charlotte Shaffer from Planning spoke of trouble contacting the individuals. Hinkle moved to approve a 60 extension to improve outside of property. Commission concurred.

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Trecost moved to approve 6A. Commission concurred.
A. Exhibit C --- Joint Property Applications

7. Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: Trecost moved to approve A through C. Commission concurred.
A. Series 2019 A&B --- $ 1,261.25
B. Series 2008 A --- $ 1,876.25
C. Series 2021 A&B --- $ 100.00

9:10 A.M. --- Eugene Ward & Gary Michael --- Nuisance --- Good Hope: Hinkle moved to approve the extension of 60 days to demolish the house. Commission concurred.

9:15 A.M. --- Estate Hearing --- Copy of Will --- Kenneth Cowger: Hinkle moved to table estate hearing. Hinkle moved to remove Cowger estate from table. Commission concurred. Hinkle moved to accept a copy of the will and to supply the original will if found. Commission concurred.

8. Review—Discuss—Consider the 2023 Annual Report on the Clarksburg- Harrison Region Housing Authority: Hinkle moved to approve making the annual report a part of today's record. Commission concurred.

9:20 A.M. --- Estate Hearing --- Copy of Will --- Hannah Sutton: Franklin Sutton asked Commission to accept a copy of the Will. Trecost moved to approve accepting a copy of the Will and Codicil. Commission concurred.

9. Review—Discuss—Consider Sheriff's Request to Transfer Funds: Hinkle moved to approve. Commission concurred.
A. 700- Law Enforcement

10. Review—Discuss-- Status from Chad Biller at Thrasher for Rail Trails: Chad Biller summarized rail trail progress and answered questions that Commissioner Hinkle asked about bridge abutments and cost, CSX trail cost and various rail trail segments/areas.

11. Review—Discuss—Consider Distribution Policy for the EMS Salary Enhancement Fund: Laura Pysz-Laulis explained funds received and County policy on EMS Salary Enhancement Fund. Hinkle asked for meeting minutes and to define "911 call". Trecost moved to approve the Salary Enhancement Fund disbursement and add the documentation from the 911 director and accept the County policy. Commission concurred.

12. Review—Discuss—Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of the County): Laura Pysz-Laulis spoke of window sealing and A/C issues.

13. Review—Discuss—Consider Request to Travel --- 911 --- Gaylord Palms Resort, Orlando, Florida --- NENA Conference and Expo- Women in 911 --- Scholarship Recipients --- 06/26/2024 – 07/03/2024: Trecost moved to approve travel. Commission concurred.
A. Lindsay Atha
B. Nina Loar

14. Administrator's Report (NONE)

15. Commissioner Comments – Questions: Hinkle wants to table 2, 3 and 4 taken care of. Also thanked Laura Pysz-Laulis for working with Harrison county parks and Recreation staff and the bi-county nutrition success

Commissioner Trecost moved to adjourn. Commission concurred.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

4B

At the Special Meeting Election Canvass of the County Commission of Harrison County held on Monday May 20, 2024, Commissioners Susan Thomas and Patsy Trecost II were present. Commissioner David Hinkle was absent. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the canvass and all election workers were sworn in. There was a random drawing of precincts to review and precinct 1A and 51 were drawn. Trecost moved to set a bond in the amount of $300. Commission concurred. The election workers started sorting Absentee and Early Voting ballots. The canvass was completed at 2:27pm.

Commissioner Trecost moved to adjourn. Motion carried.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

5A

Lake Floyd Public Service District
IJDC Project #2021S-2036
REQUISITION #17

Payee	Harrison County Commission ARPA Funds	West Virginia Economic Enhancement Grant	IJDC District 1 Grant	Total
	$1,168,312.00	*$500,000.00*	*$500,000.00*	*$2,168,312.00*
Construction				$ 130.53
Contract 1 *(Pay App #)-(A.J. Burk)*	$ -	$ -	$ -	
a. *Underrun Request* -	$ -	$ -	$ -	
b. *Construction Contingency* -Posey Inv. #99-4762	$ 130.53	$ -	$ -	
Engineering-*(The Thrasher Group, Inc.)*				$ 5,919.45
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Special Services				
Survey *(Inv. #1032874)*	$ -	$ -	$ 5,919.45	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Administration-*(Region VI PDC)*				$ -
	$ -	$ -	$ -	
Permits				$ 100.00
Reimbursement to Thrasher for DOH Permit-Inv.#1032874	$ 100.00	$ -	$ -	
TOTAL THIS REQUEST	**$ 230.53**	**$ -**	**$ 5,919.45**	**$ 6,149.98**
PRIOR REQUEST	$ 1,139,446.79	$ 500,000.00	$ 448,549.26	$ 2,087,996.05
TOTAL REQUESTED TO DATE	$ 1,139,677.32	$ 500,000.00	$ 454,468.71	$ 2,094,146.03
REMAINING FUNDS	**$ 28,634.68**	**$ -**	**$45,531.29**	**$ 74,165.97**

Submitted By: Seth DeVault, Project Administrator **Date:** 06/05/2024

RESOLUTION

WHEREAS, the Lake Floyd PSD has reviewed the attached invoices in relation to its sewer system improvements project and finds as follows:

1 . That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made.
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project.
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Lake Floyd PSD that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the Lake Floyd Public Service District on the 5th day of June 2024.

By: _____

Steve R. Turner, Chairman

Date of Meeting	June 5, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Commission	Lumberport VFD	Reimbursement	$20,105.02							
Commission	U S Bank	Water & Waste	$475.00							
Commission	WoodFord Oil	Diesel	$567.00							
Commission	Advantage Technology	Montyly Agreemont	$3,810.00							
Commission	Capitol Business Interiors	Furniture	$12,234.28							
Commission	FedEx	Postage	$60.03							
Commission	Amazon.com	Supplies	$23.99							
Commission	Harrison Co. School	Fuel	$15,152.08							
Commission	Clarksburg Regional Housing	Funding Request					$1,000.00			
Commission	FOP	Funding Request					$5,000.00			
Commission	HC Beekeepers	Funding Request					$1,500.00			
Commission	Hart Office Solution	Copier Rental	$92.04							
Commission	Mon Power	Extension	$193.50							
Commission	US Cellular	Cellular Account	$784.99							
Commission	Mon Power	VA Tunnel	$120.99							
Commission	Jarom & Associates	Appraisal Services	$1,000.00							
Commission	Mon Power	Various Locations (2 Invoices)	$1,313.02							
Commission	Hope Gas	Various Locations(4 Invoices)	$1,467.34							
Commission	Mon Power	609 W. Main St	$1,321.67							
Commission	Waste Management	Waste taken to Landfill	$146.42							
Commission	Visual Edge	Copier Rental	$343.12							
Commission	Pitney Bowes	Postage Mail Machine	$11,370.88							
Commission	Xerox	Copier Rental	$347.57							
Commission	Frontier	Service (2 invoices)	$682.78							
Commission	U S Bank	Claculator	$33.68							
Commission	Mon Power	Service (2 invoices)	$32.06							
Commission	Canon	Copier Rental	$1,783.74							
Commission	New Beginnings Church	Good Hope Ballfield	$625.00							
Commission	Emcor	HVAC Repairs	$408.85							
Maintenance	Lowes	Supplies	$251.00							
Maintenance	Sandy's	Supplies	$86.55							
Maintenance	UniFirst	Carpet Runners	$129.71							
Maintenance	Johnson Controls	Fire Alarm Test & Inspection	$9,938.59							
Maintenance	U S Bank	Supplies	$59.99							
Maintenance	WV Outdoor Power	Supplies	$32.49							
Maintenance	Sandy's	Supplies	$146.38							
Maintenance	Lowes	Supplies	$60.76							
Maintenance	Hi Touch	Supplies	$1,630.00							
Maintenance	Liberty Distributors	Supplies	$215.42						$215.42	
Maintenance	Liberty Distributors	Supplies	$333.84						$333.84	
Maintenance	Liberty Distributors	Supplies	$784.12							
Maintenance	Liberty Distributors	Supplies	$2,614.25							
Maintenance	Emcor Services	Expansion Tank	$14,911.00							
Maintenance	Outdoor Power	Chain Saw	$579.99							
Maintenance	Sandy's	Supplies	$74.61							
County Clerk	ES & S	Coding Primary Election	$16,514.25							
County Clerk	Expontent Telegram	Legal Ad	$126.61							
County Clerk	Hart Office	Toner	$690.00							
County Clerk	Expontent Telegram	Legal Ad	$269.44							

Date of Meeting	June 5, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
County Clerk	Wal Mart	Election Supplies	$117.98							
County Clerk	Sam's Club	Budget Truck / Fuel	$1,714.03							
OEM	Canon	Copier Rental			$198.19					
Park & Rec.	Hope Gas	Service / Complex			$29.10					
Park & Rec.	Mon Power	Service / Complex			$1,254.24					
Park & Rec.	Jacob Hayhurst	Milage Reimbursement			$93.13					
Park & Rec.	Marsh Lumber	Weed Killer			$21.49					
Park & Rec.	Lowes	Supplies			$41.76					
Park & Rec.	Unifirst	Rug Rental			$29.08					
Park & Rec.	Marsh Lumber	Supplies			$50.90					
Park & Rec.	James & Law	Paper			$31.98					
Park & Rec.	Visual Edge	Copier Rental			$42.82					
Park & Rec.	Lowes	Supplies			$298.00					
Park & Rec.	Marsh Lumber	Supplies			$34.44					
Park & Rec.	Health Dept	Food Permit			$600.00					
Park & Rec.	Unifirst	Rug Rental			$18.08					
Park & Rec.	S&S Novelties	Summer Programs			$482.92				$482.92	
Gina Jones	Anmoore Ems	April 2024 Allotment			$5,140.80					
Gina Jones	Bridgeport Fire/EMS	April 2024 Allotment			$4,461.48					
Gina Jones	Harrison Co. EMS	April 2024 Allotment			$18,837.36					
Gina Jones	Nutter Fort	April 2024 Allotment			$3,947.40					
Gina Jones	City of Salem	April 2024 Allotment			$2,441.88					
Gina Jones	Audubon Animal Clinic	Spay / Neuter Services			$3,973.00					
Gina Jones	Reclaim	Demolition of Property								$12,000.00
Gina Jones	Reclaim	Demolition of Property								$9,000.00
Circuit Clerk	Hart Office Solutions	Toner	$410.00							
Prosecuting Attorney	AT&T Mobility	Wirless Account	$137.01							
Law Enforcement	Optimum	Internet	$156.02							
Law Enforcement	Leonardo Cyber Security	LPR for Cruisers	$3,750.00							
Law Enforcement	AT&T Mobility	LPR & Equipment	$120.72							
Law Enforcement	Trapuzzano's	Uniform Supplies	$335.00							
Law Enforcement	U S Cellular	Cellular Account	$2,950.12							
Law Enforcement	Selex ES LLC	LPR for Cruisers	$8,283.00							
Law Enforcement	Fubar	Partitions	$450.00							
Law Enforcement	Industrial Solutions	Deputy Testing	$218.00							
Law Enforcement	Trapuzzano's	Uniform Supplies	$707.50							
Law Enforcement	Truist Bank	Various Charges	$418.01							
Law Enforcement	Continental Coffee	Coffee Supplies	$98.85							
Law Enforcement	Theodore A. Glance	Evaluations	$2,950.00							
Michelle Tonkin	Lake Floyd PSD	ARPA Funds						$230.53		
Garage	Advance Auto	Automobile Parts(7invoices)	$478.87							
Garage	Chenoweth Ford	Automobile Parts(4invoices)	$1,313.46							

Date of Meeting	June 5, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Process	Trapuzzano's	Uniforms	$768.66							
Process	U S Cellular	Cellular Account	$179.34							
911 Center	Mon Power	Shinnston Tower		$522.90						
911 Center	All State Tower	Salem Tower Replacement		$243,756.00						
911 Center	Mon Power	Salem Tower		$540.08						
911 Center	Hart Office Solutions	Copier Rental		$330.33						
911 Center	Frontier	Harrison / Taylor 911		$762.45						
911 Center	Mon Power	Grafton Tower		$484.13						
911 Center	Emcor	HVAC Repairs		$3,707.00						
911 Center	PA Turnpike	Toll Charges		$6.00						
911 Center	Waste Management	Waste Collection			$199.09					
911 Center	Ace Hardware	Trimmer String		$6.98						
911 Center	State Electric Co.	Lights			$351.63					
911 Center	Central Square	CAD Maintenance		$2,976.77						
911 Center	Central Square	911 Phone System Survey		$1,238.95						
911 Center	Frontier	Service		$1,900.71						
911 Center	Frontier	Internet Service		$220.50						
911 Center	Frontier	Taylor Co. Phone Exchange		$444.32						
911 Center	U S Cellular	Cellular Account			$351.08					
911 Center	Universal Engineering Co	Generator Repairs		$935.50						
911 Center	NAVEX Global	Online Training		$4,446.16						
911 Center	Newtech Systems	System Maintenance			$535.95					
911 Center	Shinnston Ace Hardware	Supplies		$14.97						
911 Center	Lowes	Supplies			$16.70					
911 Center	Lowes	Supplies			$12.50					
911 Center	Lowes	Supplies			$28.64					
Animal Control	Mon Power	Service			$156.80					
Animal Control	A-1 Exterminating	Pest Control			$50.00					
Animal Control	Lowes	Supplies			$170.32					
Planning Department	Reclaim Co.	Demolition/Junkins Ave	$6,800.00							
Planning Department	Reclaim Co.	Demolition/Junkins Ave	$4,000.00							
Assessor's	Frontier	Statewide Comp	$114.66							
Assessor's	Amazon.com	HP Laserjet Fuser	$169.99						$169.99	
I T Department	CDWG	Printer	$249.28						$249.28	
Sheriff & Treasurer	Special Tees	Shirts	$256.00							
Community Corrections	Alere Toxicology	Lab Confirmations				$833.59				
Community Corrections	Hazelden Publishing	Materials				$169.27				
Community Corrections	Pace Shredding	Shredding Services				$78.00				
									$1,451.45	
			$161,090.55	$262,293.75	$43,900.76	$1,080.86	$7,500.00	$230.53		$21,000.00

Date of Meeting	June 5, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
					Grand Total :	$497,096.45				

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

7A

REQUISITION FOR PAYMENT FROM ADMINISTRATIVE EXPENSE FUND

$36,500,000
The County Commission of Harrison County
Special District Excise Tax Revenue and Improvement Bonds,
Series 2019 A
(Charles Pointe Economic Opportunity Development District)

$12,280,000
The County Commission of Harrison County
Subordinate Special District Excise Tax Revenue and Refunding Bonds
Series 2019 B
(Charles Pointe Economic Opportunity Development District)

REQUISITION FOR PAYMENT NO. 86 (06/05/24)

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "*Issuer*"), by its Authorized Officer, hereby certifies in connection with this Requisition for Payment from Administrative Expense Fund (the "*Requisition*") pursuant to an Indenture of Trust (the "*Indenture*") for the above captioned bonds (the "*Series 2019 Excise Tax Bonds*"), dated as of August 16, 2019, by and between the Issuer and Wilmington Trust, N.A., as trustee, pursuant to which UMB Bank, N.A., serves as successor trustee (the "*Trustee*"), and agreed to by the Charles Pointe Economic Opportunity Development District Board (the "District Board") and pursuant to a Development Agreement for the Series 2019 Excise Tax Bonds, dated as of August 16, 2019 (the "*Development Agreement*") by and among the Issuer, the District Board, Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "*Developer*") and Charles Pointe Crossing, LLC, a West Virginia limited liability company (the "*Site Developer*") that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Indenture and Development Agreement, (b) is an authorized expenditure under the Project Plan and the EODD Act, and (c) such requested expenditures, when combined with previous disbursements from the Administrative Expense Fund during the current Bond Year do not exceed $80,000 in the aggregate for such Bond Year.

3. The total amount requested to be disbursed pursuant to this Requisition is **$2,854.00.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) **$ -0-** is to be paid to the Issuer, the District Board, the Developer or Site Developer as reimbursement to the Issuer, the District Board, the Developer or Site

Developer for an invoice or statement previously paid by the Issuer, the District Board, the Developer or the Site Developer; and

(b) **$2,854.00** is to be paid to a third party payee that is not affiliated with the Issuer, the District Board, the Developer or the Site Developer or on a joint basis to the Issuer, the District Board, the Developer or the Site Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices, statements or proof of payment.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Officer this **5th day of June, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #977345	Dated: 05/17/2024	$2,854.00
		Total	**$2,854.00**

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 977345

Invoice Date:	May 17, 2024
Account Number:	158735.1
Administrator:	Teri Donofrio
Phone Number:	(612) 337-7005
Email:	Teresa.Donofrio@umb.com

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

Billing Period:	April 1, 2024 through April 30, 2024
Prior Balance:	$ 11,022.00
Payments Received as of May 8, 2024	$ 0.00
Adjustments	$ 0.00
Outstanding Balance:	$ 11,022.00
Current Billing Period:	
Current Period Fees	$2,854.00
Total Fees Due	$ 13,876.00

Remittance Stub
Billing Period 04/01/2024 - 04/30/2024

Account Number:	158735.1
Invoice Number:	977345
Remit Balance	$13,876.00

Payment Due Upon Receipt

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

☐ Check Enclosed $_____

Mail Payments To:
UMB Bank, N.A.
Attn: Trust Fees Department
P O Box 414589
Kansas City, MO 64141-4589

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	977345
Attention	Fee Processing

205

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 977345

Account Detail
Charles Pointe EODD 2019ABC

Account Number: 158735.1

Administrative Fees

Administration Fee	$625.00
Administrative Fees Total	**$625.00**

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		2.20	745.00	1,639.00		
	Default Administration Fees		1.00	590.00	590.00		2,229.00
Volume Based Total:			**3.20**				**2,229.00**
Transaction Fees Total							**$2,229.00**
Account Total							**$2,854.00**

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 977345

Statement of Receivables

Reflects Only Those Payments Received And Applied As of May 8, 2024

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
972265	March 19, 2024	January 1, 2024 to January 31, 2024	2,335.50	50 days
972268	March 19, 2024	February 1, 2024 to February 29, 2024	4,119.00	50 days
974356	April 15, 2024	March 1, 2024 to March 31, 2024	4,567.50	23 days
	Total Balance Due		**11,022.00**	

7B

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

The County Commission of Harrison County
(West Virginia)
Tax Increment Revenue and Refunding Bonds
(Charles Pointe Project No. 2- North Land Bay Improvements)
Series 2008 A

To: UMB Bank
120 South Sixth Street Suite 1400
Minneapolis, MN 55402

REQUISITION FOR PAYMENT NO. (06/05/24)

THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer"), by its duly Authorized Representatives, hereby certifies, in connection with this Requisition for Payment from Series A Administrative Expense Fund (the "Requisition") under a Development Agreement for the above captioned bonds (the "Series 2008 A Bonds"), dated March 5, 2008 (the "Development Agreement") between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture of Trust for the Series 2008 A Bonds, dated March 5, 2008 as supplemented and amended (the "Series 2008 A Trust Indenture") between the Issuer and UMB Bank as substitute trustee under the Series 2008 A Trust Indenture.

2. The amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund is necessary to pay Administrative Expenses incurred during the preceding six month period.

3. The amount requested to be disbursed from the Series A Administrative Expense Fund by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Series 2008 A Trust Indenture and Development Agreement, and (b) is an authorized expenditure under the Project Plan and the Act.

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$1,942.33**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$1,942.33** As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $ -0- is to be paid to the Developer as reimbursement to the Developer for an invoice or statement previously paid by the Developer to an entity that is not affiliated with the Developer; and

(b) **$1,942.33** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **5th day of June, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #977320	Dated: 05/17/24	$1,942.33
		Total	**$1,942.33**

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 977320

Invoice Date:	**May 17, 2024**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

Billing Period:	**April 1, 2024 through April 30, 2024**
Prior Balance:	$6,343.16
Payments Received as of May 8, 2024	$ 0.00
Adjustments	$ 0.00
Outstanding Balance:	$6,343.16
Current Billing Period:	
Current Period Fees	$1,942.33
Total Fees Due	$8,285.49

Remittance Stub
Billing Period 04/01/2024 - 04/30/2024

Account Number:	141961.1
Invoice Number:	977320
Remit Balance	$8,285.49

Payment Due Upon Receipt

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

☐ Check Enclosed $_____

Mail Payments To:
UMB Bank, N.A.
Attn: Trust Fees Department
P O Box 414589
Kansas City, MO 64141-4589

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	977320
Attention	Fee Processing

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 977320

Account Detail
Charles Pointe Project 2008AB

Account Number: 141961.1

Administrative Fees

Administration Fee	$458.33
Administrative Fees Total	**$458.33**

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		1.20	745.00	894.00		
	Default Administration Fees		1.00	590.00	590.00		1,484.00
Volume Based Total:			**2.20**				**1,484.00**
Transaction Fees Total							**$1,484.00**

Account Total **$1,942.33**

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

Invoice 977320

Statement of Receivables

Reflects Only Those Payments Received And Applied As of May 8, 2024

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
972261	March 19, 2024	February 1, 2024 to February 29, 2024	3,357.83	50 days
974355	April 15, 2024	March 1, 2024 to March 31, 2024	2,985.33	23 days
	Total Balance Due		**6,343.16**	

8

CONTRACT FOR PROJECT ADMINISTRATION SERVICES

THIS CONTRACT FOR PROJECT ADMINISTRATION ON THE PUBLIC BUILDING CONSTRUCTION PROJECT ENTERED INTO THIS _____ **DAY OF** _____ **2024** BETWEEN THE HARRISON COUNTY COMMISSION, HEREINAFTER CALLED THE "COMMISSION", AND THE REGION VI PLANNING AND DEVELOPMENT COUNCIL, HEREINAFTER CALLED THE "COUNCIL."

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

Council's Work. The Harrison County Commission agrees to engage the Administrative Services of the Council, and the Council agrees to provide all the Administrative Services to the Commission required to efficiently perform all the functions required for the administration of the Public Building Construction Project and pursuant to the prescribed conditions of the funding agency requirements as further described in Exhibit "A", entitled "Council's Services", a copy of which is attached hereto and made an integral part of this contract. The United States Economic Development Administration grant and/or matching local funds will fund the $35,000.00 in administration costs.

Consideration for Work. The Commission will compensate the Council for serving as the Commission's Professional Project Administrator for all of the services described in Exhibit "A" Compensation for administrative services budgeted in the Commission's Public Building Construction Project.

If project is not constructed then the Council may be reimbursed all expenses incurred up to cancellation of services and/or project. Overhead expenses are adjusted monthly and reflect actual indirect costs as approved by the US Economic Development Administration in the Council's Cost Allocation Plan.

Based upon: 1) our current understanding of the terms, structure, size and schedule of said project, 2) the duties we will undertake pursuant to this contract, 3) the time we anticipate devoting to said project, and 4) the responsibilities we will assume in connection therewith, our fee and expenses as Project Administrator r for this project will be **$30,000.00**, which will be invoiced monthly. Such fee may vary: 1) if the actual amount of the project actually differs significantly from the amount stated in the Grant/ Loan documents, 2) if material changes in the structure of the project occur or, 3) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with the Commission and provide an amendment to this contract.

Council's Work Schedule. The Council will commence performance of its Services required under this Contract effective **April 1, 2024** and will diligently pursue such services in an expeditious, efficient, and professional manner for a period of time, terminating upon successful completion of all contract items and approval thereof by the Commission, which shall not be unreasonably withheld.

Project Administration Fee for Harrison County Commission Public Building Construction Project is $30,000.00

_____
Initial

Council's Work Standards. The Council is being engaged as an independent professional and, accordingly, the Council will perform all of its services required under this Contract in an expeditious, efficient, and professional manner, in accordance with the ethical precepts adopted by its profession.

Council's Compliance with All Applicable Laws. In performing its services pursuant to this Contract, the Council will abide by all applicable federal, state, and local laws, including all regulations, policies, and rules promulgated by the governmental agencies which may be involved. Accordingly, the Council certifies it will comply with all of these requirements, including the preparation and filing of necessary reports, as described in the attached Exhibit "A" hereto.

Term of Contract. This Contract shall be effective as of **April 1, 2024** and shall continue to be effective in accordance with its terms until the Services of the Council are satisfactorily completed and accepted by the Commission, which shall not be unreasonably withheld, but may be terminated under the following conditions, which are exclusive of and in addition to other terms that may be otherwise provided in this Contract:

(a) the bankruptcy, receivership, insolvency, dissolution, or other inability of either party to perform their respective duties; or,

(b) withdrawal of Project funds by the funding agency.

(c) impossibility of completion of Project for any reason, including but not limited to economic feasibility.

(d) By either party upon thirty (30) days' notice.

Prohibition of Assignment by Parties. This Contract including any of the rights or duties created in it for or against either party or any actions arising as a result of this Contract are not transferable or assignable in whole or in part to outside parties except upon the terms and conditions herein provided and only then with the prior written consent of the other party.

Cooperation of Parties. Each of the parties to this Contract agree to execute any and all documents necessary to carry out and effectuate the intent of this Contract provided they are mutually agreeable.

Contractors will submit all invoices to the engineer for review and approval. The engineer will then forward these invoices to the Council. After the Council prepares the Requests for Payment, which have been approved by the Commission, copies will be forwarded to the funding agency for approval.

The funding agency will review and approve the request for payment and the funds will be forwarded to the bank account. When the funds are received an authorized official will notify the Council. The Council will then issue a check to the appropriate vendor.

Acknowledgement of Preamble Recitals by Parties. The parties to this contract agree that the terms and conditions of this document are binding upon the legal representatives, successors, and assigns of the parties, if any.

Notice to Parties. All notices shall be sent to the respective parties at the addresses indicated with the signature. Any notices of changes in address shall be promptly sent to the other party by the changing party in writing via certified mail.

Completeness and Modification of Agreement. This Contract constitutes the entire agreement between the parties and no variance or modification thereof shall be valid and enforceable, except by an amended contract in writing, executed and approved in the same manner as this Contract.

Severability of Terms. In the event of any of the terms, conditions, covenants, agreements or stipulations of this Contract are determined to be unlawful or otherwise unenforceable, such items so determined shall be considered deleted from this Contract, as though such items never appeared in this Contract and all other remaining terms, conditions, covenants, agreements, or stipulations shall remain and constitute a valid binding Contract..

Applicable Law. The provisions of West Virginia Law shall govern the interpretation and enforcement of this Contract.

IN WITNESS WHEREOF, the two undersigned parties, intending to be legally bound, have executed this contract as of the date first written above.

Region VI Planning & Development Council
34 Mountain Park Drive
White Hall, WV 26554

BY: _____
Sheena Hunt, Executive Director

ATTEST:

_____
Rosemary Raschella, Project Coordinator

Harrison County Commission
229 S. Third Street
Clarksburg, WV 26301

BY: _____
President

ATTEST:

_____
County Administrator

Project Administration Fee for Harrison County Commission Public Building Construction Project is *$30,000.00*

_____
Initial

EXHIBIT "A"
COUNCIL'S SERVICES

Attached to and made an integral part of this Agreement for Project Administration Services dated _____, **2024** by and between the Commission and the Region VI Planning and Development Council (Council).

In general, the Council will serve as the Commission's Project Administrator and will help to identify and obtain additional program funds for the project and accordingly will provide any and all administrative services and the assurances for this project during the affective period of this Contract.

(a) Provide a financial management system including cash receipts journal, cash disbursements journal, general ledger.

(b) Prepare payment requests.

(c) Act as a Labor Compliance Officer.

(d) Order current Federal and State wage rates.

(e) Attend pre-construction conference.

(f) Record minutes of pre-construction conference.

(g) Verify that contractor is not on State or Federal disbarment list.

(h) Interview contractor's work force to ensure compliance with Davis-Bacon. Record interviews in files.

(i) Ensure contractor's submission of weekly payrolls, review for irregularities and keep in files.

In performing its services pursuant to this Contract, the Council will comply with all of the provisions of the following Acts, Regulations, Executive Orders, policies, procedures, and rulings applicable to contracts funded in whole or in part by the funding agency.

1. Requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001 as amended) and the National Flood Insurance Act of 1968 (42 USC-4127 as amended).
2. Equal Employment Opportunities. Requirements of the Civil Rights Act of 1968 (18 USC 245 as amended) - For activities and Contracts not subject to Executive Order 11246 (as amended). Including Section 3, Section 109 Housing and Community Act.
3. Requirements of the Clean Air Act (42 USC 1857, as amended) and the Federal Water pollution (33 USC 1251, as amended) and Clean Air Act, Sec. 306 (42 USC 1857h-4, as amended).
4. Federal Labor Standards requirements of the Davis-bacon Act (40 USC 276a, as amended) as Supplemented by Department of Labor Regulations (29 CFR, Parts 3.5 and 5a).
5. National Environmental Policy Act of 1969 (42 USC 4321, as amended).
6. Hatch Act (5 USC 1501, as amended).
7. National Historic Preservation Act (16 USC 470, as amended) and Public Law 93-291.

Project Administration Fee for Harrison County Commission Public Building Construction Project is $30,000.00

Initial

8. Requirements of Title VI of the Civil Rights Act of 1964 (42 USC. 2000a, as amended).
9. Administration Requirements for grants-in-aid to State and Local Governments, OMB Circular No. A102 revised (Attachments A-D).
10. Clean Air Act, Sec. 306 (42 USC 1857h-4, as amended).
11. The following Executive Orders:

    Executive Order 11246 Executive Order 11738

    Executive Order 11988 Executive Order 11990

    Executive Order 11514
12. Copeland (Anti-Kickback) Act (18 USC 874, 404 SC 276c).
13. Contract Work Hours and Safety Standards Act (40 USC 327).
14. Convict labor prohibited unless performed by work release, paroled, or on probation participants.
15. Americans with Disabilities Act, Sec. 504 Rehabilitation Act of 1973.
16. Age Discrimination Act of 1975, as amended.

Project Administration Fee for Harrison County Commission Public Building Construction Project is *$30,000.00*

Initial

9

Exhibit A
TASK ORDER

Legal Name: Harrison County Commission		Effective Date of this Authorized Task Order: June 5 2024
Task Order Number: 2	Owner's Project Name: Shinnston North Bend Rail Trail Connector	Project Number (If Applicable): 080-10104
MSA Number or Effective Date: January 25th 2022		

1. **PROPOSED SCOPE OF WORK:**
    - The Thrasher Group (TTG) will complete the design and preparation of contract plans for approximately 1,030 feet of the rails to trails upgrade from the intersection of US 50 and US 19 adjacent to Limestone Run Rd. to North 24th St.. The project shall consist of two bridges: one to cross the West Fork River and one to cross Limestone Run. A parking lot with access and lighting will be designed adjacent to Limestone Run Rd. with an entrance approximately 300 feet from the intersection with US 19 along Limestone Run Rd.. A pedestrian signal will be implemented to the intersection of US 50 and US 19 to allow for safe pedestrian crossing of US 19.

    - **Phase 1: Survey** - TTG will acquire lidar mapping from West Virginia Geographic Information System (WVGIS) to use for the design of the rail trail of this project. TTG will perform spot checks in the field to ensure the accuracy and reliability of lidar mapping for use in the design of this project. Survey will provide in-depth field survey at the locations of the bridge along with two (2) in stream cross sections for each bridge to be used in HEC-RAS hydraulic modeling.
    - **Phase 2: Environmental Investigation** - This task will include field delineations conducted by Thrasher environmental scientists and technicians in accordance with the United States Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual, and the 2012 Eastern Mountains and Piedmont Regional Supplement (Version 2.0) to the manual.
        - Thrasher's environmental scientists will delineate and flag with survey ribbon all potentially jurisdictional wetlands, streams, and other aquatic resources (springs, seeps, etc.) within the proposed area of interest (AOI).
        - Upon completion of the field delineations, Thrasher will prepare an aquatic resources report and provide it to the client.
        - The report will include a narrative describing site methodology employed, site ecology, wetland, stream, and rationale for determination of boundaries.

        - Deliverables

            - One electronic copy of the aquatic resources report

- Assumptions:
  - It is assumed that the project area will not change after the field delineation has taken place. If the client requests changes to the AOI that necessitate additional field investigations and studies, Thrasher can complete such services for an additional fee. This also includes mapping, data processing, and Task 1 deliverable revisions.
  - There will be no weather related or other outside factors that delay the field assessment efforts (i.e., thunderstorms, snow, etc.).
  - No allowance has been made for a formal jurisdictional determination request or any associated field visits that may be required by the USACE or the West Virginia Department of Environmental Protection. If this is deemed necessary after field work is completed, Thrasher can complete this task at an additional cost.
  - Specialized surveys (i.e., rare, threatened, or endangered species) are **not** included in this scope.
  - Permitting is **not** included in this scope.

- **Phase 3: Geotechnical Engineering** - TTG will use NGE, a subconsultant, for the geotechnical engineering for this project. The Geotechnical engineering will consist of a total of five (7) test borings one at each of the substructure locations. NGE will perform laboratory testing of moisture content, Atterberg liquid and plastic limits, grain size, and rock core unconfined. NGE will provide an engineering analysis report and foundation recommendation for the bridges.
- **Phase 4: Engineering Design** - TTG will perform the following necessary engineering and design work for the rail trail project;
  - TTG will develop a hydraulic analysis model using HEC-RAS software on the West Fork River and Limestone Run for the proposed construction of the bridge crossings. TTG will provide an analysis of hydraulic impacts imposed upon the stream(s) flow by all proposed and/or existing structure(s) within the flood plain and provide the hydraulic information. TTG will evaluate the erodibility of rock in the stream bed based on grain size data obtained during the geotechnical analysis. TTG will perform local scour calculations using HEC-RAS which is based on HEC-18 procedures.
  - TTG will design and prepare construction plans and specifications for one structure that crosses West Fork River and one structure that crosses Limestone Run. The structures will be designed in accordance with AASHTO's, AASHTO LRFD Bridge Design Specifications, 9th ed., AASHTO, Washington D.C., 2020.
  - TTG will design and prepare construction plans and specifications for approximately 1,030 linear feet of rail to trail beginning at the intersection of US 19 and US 50 and ending at a point on North 24th St. across the Westfork River. This trail includes three sections – The intersection of US 19 and US 50 to the bridge crossing Limestone Run, the bridge crossing Limestone Run to the bridge crossing the Westfork River, and the bridge crossing the Westfork River to a point in North 24th St.. A design of both paved and gravel surface trail will be provided with the final construction plans to be used in bidding for the project.
  - TTG will design and prepare construction plans and specifications for a trail head parking pad located adjacent to Limestone Run Rd. and located approximately 300

feet from the intersection of US 19 along Limestone Run Rd.. The proposed trail head parking pad will be approximately 12,000 square feet in size and support approximately 20 parking spaces for cars and light trucks.
    - TTG will provide Harrison County with property maps, proposed property acquisitions, and plan sets for the acquisition of easements and right of way for the proposed bridges.
- **Phase 5: Electrical Engineering** - The Thrasher Group shall provide electrical engineering services for the proposed trail head parking area lighting consisting of;
    - Compile electrical load calculations for a maintenance friendly and reliable power design consisting of efficient LED lighting fixtures.
    - Calculate lighting photometrics to ensure proper illumination to the entire parking area while minimizing lighting hardware.
    - Design optional controls with motion sensors for energy savings during periods of non-occupancy.
    - Provide a power plan detailing the necessary hardware feeding from the power company service power to the customer power meter and through the lighting controls per NEC specifications.
    - Provide a site lighting plan specifying location of electrical components.
- **Phase 6: Construction Inspection** – TTG shall provide qualified inspection personnel, eight months, 24 hours per week during construction of the project.
- **Phase 7: Material Testing** – The Thrasher Group shall provide field and laboratory material testing for the project to ensure all materials used on the project comply with state and federal guidelines
    - Will follow ASTM or AASHTO procedures for field and laboratory testing, or governing specifications
    - Field and Laboratory personnel are certified and trained in proper test procedures for this type of work
    - Verify material being utilized for the project meets the required standards for the project.
    - Perform daily reporting for the project
    - Completed and distributed documentation for the project to the approved recipients.
- **Phase 8: Cross Walk Signaling** – Greenlight engineering shall design and prepare signal plans for the proposed crosswalk at the intersection of US 19 and US 50.

    - Traffic Signal Design Plans

        - 1. As-Built Review: Review/request as-built plans from Agency and/or Client.
        - 2. 60%, 90%, Final/Sealed Submittals: Prepare 60%, 90%, and Final/sealed plan submittals. The following plan sheets will be developed for submittal: a. Signal Summary of Quantities Sheet (1)
        - b. General Notes, Details, and Work Description Sheets (2)
        - c. Traffic Signal Layout Sheet, 1" = 20' (may also include crosswalk details) (1)
        - 3. Summary of Comments and Comment Resolution: A summary of comments (SOC) will be provided with subsequent 90% and Final/Sealed submittals. Each agency comment will be addressed with a written

response. Phone and/or email coordination will be performed to clarify any comments.

- 4. Quantities and Engineer's Estimate: Calculate quantities and prepare an Engineer's Opinion of Probable Construction Costs.

THRASHER

2. **MODIFCATION OR ADDITION TO AN ORIGINAL SCOPE:**

3. **TASK ORDER PRICE:**
Work will be billed on a lump sum basis, based on estimated percent complete:

• Phase 1: Survey (Completed)	$0
• Phase 2: Environmental Engineering	$8,500.00
• Phase 3: Geotechnical Engineering	$25,600.00
• Phase 4: Engineering Design	$136,500.00
• Phase 5: Electrical Engineering	$3,000.00
• Phase 6: Construction Inspection	$70,000.00
• Phase 7: Material Testing	$10,000.00
• Phase 8: Cross Walk Signaling	$12,000.00
• Total Amount	$265,600.00

4. **MODIFICATION TO SCHEDULE OR COMPLETION WORK:**
Contractor shall commence performance of the Work change on DATE and complete the changed Work by DATE

5. **AGREEMENT:**
This Authorized Task Order is made in consideration for the MSA set forth herein which each party acknowledges as good, valuable and sufficient consideration.

All previous written and verbal communications, including but not limited to emails, phone discussions, proposals, meeting notes, and questions and answers, relating or connected to the subject matter of this Authorized Change Order are superseded by this Authorized Change Order.

6. **OTHER PROVISIONS:**

The Thrasher Group

By: Chad Biles

Name: Chad Biles

Title: Project Manager

Harrison County Commission

By: _____

Name: _____

Title: _____

State of West Virginia

Certificate

I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that

MVP CLARKSBURG LOT, LLC

Control number: 9B8MI

a limited liability company formed under the laws of Nevada

has filed its "Application for Certificate of Authority" in my office according to the provisions of West Virginia Code §31B-10-1002. I hereby declare the organization to be registered as a foreign limited liability company from its effective date of May 21, 2024 until the expiration of the term or dissolution of the company.

Therefore, I hereby issue this

CERTIFICATE OF AUTHORITY OF A FOREIGN LIMITED LIABILITY COMPANY

to the limited liability company authorizing it to transact business in West Virginia

Given under my hand and the Great Seal of the State of West Virginia on this day of May 21, 2024

Mac Warner

Secretary of State

580081

WEST VIRGINIA APPLICATION FOR CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY

Form LLF-1
Rev. 06/5/2019

FILED
MAY 21 2024
IN THE OFFICE OF
WV SECRETARY OF STATE

West Virginia Secretary of State
Business & Licensing Division
Tel: (304)558-8000
Fax: (304)558-8381
Website: www.wvsos.gov

FILE ONE ORIGINAL
(Two if you want a filed stamped copy returned to you.)

FILING FEE: $150 *Fee Waived for Veteran-owned organization

Control # _____

***** The undersigned, having authority to transact business on behalf of a foreign (out-of-state) registered entity, agrees to *** comply with the requirements of West Virginia Code §31B-10-1002 to apply for Certificate of Authority.**

1. The **name** of the **limited liability company** as registered in its home state is: MVP Clarksburg Lot, LLC

   and the **State** or **Country** of **organization** is: Nevada

■ **CHECK HERE to indicate you have obtained and submitted with this application a CERTIFICATE OF EXISTENCE (GOOD STANDING), dated during the current tax year, from your home state of original formation as required to process your application. The certificate may be obtained by contacting the Secretary of State's Office in the home state of original formation.**

2. The **business name** to be used in **West Virginia** will be: [The **name must contain one of the required terms** such as "limited liability company" or abbreviations such as "LLC" or "PLLC." See instructions for complete list of acceptable terms and requirements for use of Trade Name.]

   ■ **Home State name as listed in Section 1. above,** if available in West Virginia
   (If name is not available, check **DBA Name** box below and follow special instructions in **Section 2.** attached.)

   ☐ **DBA Name** _____
   (See special instructions in **Section 2.** regarding the **Letter of Resolution** attached to this application. View a sample Letter of Resolution.)

3. The **company will be a**: [See instructions for limitations on professions which may form **PLLC** in WV. All members must have WV professional license. See (*) note at the right.]

   ■ **Regular LLC**

   ☐ **Series LLC** [WV Code §41-1A-14(c)]

   ☐ **Professional LLC*** for the profession of: _____
   *(See **Section 3.** of the attached instructions for list of accepted professions.)*

   ☐ **Professional business organizations**: CHECK BOX indicating you have attached the state licensing board **Verification of Eligibility** (Form VOE) to these Articles if your profession meets the requirements as defined by **Chapter 30** of WV Code. **Your application will be rejected if the VOE signed by the board is not attached.**

4. The **address** of the **principal office** of the company will be:
   Street: 327 Washington Avenue
   City: Clarksburg State: WV Zip Code: 26301
   Located in the **County** of (required): County: Harrison
   The **mailing address** of the above location, if different, will be:
   Street: 30 W Fourth Street
   City: Cincinnati State: OH Zip Code: 45202

5. The **address** of the initial **designated** (physical) office of the company in West Virginia, if any, will be:
   Street: 327 Washington Avenue
   City: Clarksburg State: WV Zip Code: 26301
   Located in the **County** of: County: Harrison

RECEIVED
MAY 21 2024 617545

5. (*Continued from previous page....*)

The **mailing address** of the above location, if different, will be:

Street: 30 W Fourth Street

City: Cincinnati State: OH Zip Code: 45202

6. **Agent of Process:** may be sent, if any, will be:

Name: C T Corporation System

Street: 5098 Washington St. W. Ste. 407

City: Charleston State: WV Zip Code: 25313

7. **E-mail address** where business correspondence may be received: afickenscher@kmklaw.com

8. **Website address** of the business, if any (*ex: yourdomainname.com*): https://ir.mobileit.com

9. Do you **own or operate more than one business in West Virginia**?
☐ **Yes** * *Answer a. and b. below.* ■ **No** ☐ **Decline to answer**
If "**Yes**"... a. How many businesses? _____ b. Located in how many West Virginia counties? _____

10. The company will be - CHECK ONE (required):
■ an **AT-WILL** company, conducting business for an indefinite period.
☐ a **TERM** company, conducting business for the term of _____ years.

11. The company will be - CHECK ONE (required):
☐ **MEMBER**-MANAGED [List the names and addresses of all **MEMBERS** below.]
■ **MANAGER**-MANAGED [List the names and addresses of all **MANAGERS** below.]

. List the **name(s) and address(es) of the MEMBER(S) [if member-managed] or the MANAGER(S) [if manager-managed]** of the company (required; Note: The application will be rejected if the information is not provided below. Attach additional pages if necessary.):

Name	No. & Street Address	City	State	Zip Code
Mobile Infra Holdings, LLC	30 W Fourth Street	Cincinnati	OH	45202

12. All or specified members of a limited liability company are **liable in their capacity as members** for all or specified debts, obligations or liabilities of the company (required):
■ **No** - All debts, obligations and liabilities are those of the company.
☐ **Yes** - Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented in writing to the adoption of the provision or to be bound by the provision.

13. a. The **purpose(s) for which this limited liability company is formed** is as follows:
[Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial painting," "professional practice of law" (see **Section 2.** for acceptable "professional" business activities). Purpose may conclude with words "...including the transaction of any or all lawful business for which corporations may be incorporated in West Virginia."]

Real Estate.

Any lawful purpose.

b. Will the above purpose include any business activity conducted as a **consumer litigation financier** pursuant to WV Code §46A-6N?

☐ **Yes** [By checking "Yes," the applicant affirms the above **purpose includes the required statement that the organization shall be designated as a litigation financier** pursuant to WV Code §46A-6N. You are also affirming that you have included with this application an original completed copy of the **required** Application for Registration as a Litigation Financier (Form LF-1) with the associated requisite filing fee.]

■ **No** [Proceed to 14.]

14. Is the business a **Scrap Metal Dealer**?

☐ **Yes** [If "**Yes**," you must complete the **Scrap Metal Dealer Registration Form** (Form SMD-1) and proceed to Section 15.]

■ **No** [Proceed to Section 15.]

15. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]
N/A

16. The number of pages attached and included in these Articles is: 0

17. The **requested effective date** is:
[Requested date ***may not be earlier than filing nor later than 90 days after filing in our office.***]

■ the **date and time of filing** in the Secretary of State's Office.

☐ the following date _____ and time _____ .

18. Is the organization a "**veteran-owned**" organization?

Effective **JULY 1, 2015**, to meet the requirements for a "**veteran-owned**" organization, the entity filing the registration must meet the following criteria per West Virginia Code §59-1-2a:

1. A "**veteran**" must be honorably discharged or under honorable conditions, and
2. A "**veteran-owned business**" means a business that meets one of the following criteria:
   - o Is at least fifty-one percent (51%) unconditionally owned by one or more veterans; or
   - o In the case of a publicly owned business, at least fifty-one percent (51%) of the stock is unconditionally owned by one or more veterans.

☐ **Yes** (If "**Yes**," attach **Form DD214**)

■ **No**

☐ **CHECK BOX** indicating you have attached **Veteran Affairs Form DD214**

You may obtain a copy of your Veterans Affairs Form DD214 by contacting:

National Personnel Records Center
Military Personnel Records
1 Archives Drive
St. Louis, MO 63138
Toll free: 1-86-NARA-NARA or 1-866-272-6272
Phone: 314-801-0800
www.archives.gov/veterans/military-service-records

Per WV Code 59-1-2(j) effective July 1, 2015, the **registration fee is waived** for entities that meet the requirements as a **"veteran-owned"** organization. See attached instructions to determine if the organization qualifies for this waiver. In addition, a **"veteran-owned"** entity will have **four (4) consecutive years of Annual Report fees waived** AFTER the organization's initial formation [see WV Code 59-1-2a(m)].

19. **Contact and Signature Information*** (See below ***Important Legal Notice Regarding Signature***):

a. Contact person to reach in case there is a problem with filing: Ashley Fickenscher Phone: 513-579-6539

b. Print or type name of signer: Manuel Chavez Title/Capacity of signer: CEO

c. **Signature:** Manuel Chavez Digitally signed by Manuel Chavez Date: 2024.05.21 08:49:49 -04'00' **Date:** 5/21/24

Important Legal Notice Regarding Signature: Per **West Virginia Code** §31B-2-209. **Liability for false statement in filed record.** If a record authorized or required to be filed under this chapter contains a false statement, one who suffers loss by reliance on the statement may recover damages for the loss from a person who signed the record or caused another to sign it on the person's behalf and knew the statement to be false at the time the record was signed.

Important Note: This form is a public document. Please **do NOT provide any personal identifiable information on this form** such as social security number, bank account numbers, credit card numbers, tax identification or driver's license numbers.

Reset Form Print Form

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **MVP CLARKSBURG LOT, LLC**, as a DOMESTIC LIMITED-LIABILITY COMPANY (86) duly organized or formed and existing, or duly qualified or registered, as applicable, under and by virtue of the laws of the State of Nevada since 01/14/2016, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 05/20/2024.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202405204662774

You may verify this certificate online at https://www.nvsilverflume.gov/home

SELLER COMMENTS
5/22/24

REAL ESTATE PURCHASE AGREEMENT & ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AGREEMENT and ESCROW INSTRUCTIONS (this "Agreement") is entered into as of this _____ day of _____, 2024 (the "Effective Date"), by and between MVP Clarksburg Lot, LLC, a Nevada limited liability company ("Seller"); and The Harrison County Commission, West Virginia or its designated entity/purchaser, a West Virginia public entity ("Buyer").

RECITALS

WHEREAS, Seller owns real property and improvements commonly known as a parking lot(s) located at 327 Washington Avenue, Clarksburg, West Virginia 26301, depicted in the survey/description attached hereto as Exhibit A completed by Bock & Clark Corp with a field survey date of January 8, 2016, altogether as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions contained in this Agreement;

ARTICLE 1
SALE OF PROPERTY

1.1 Property To Be Sold. Subject to the terms and provisions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions of this Agreement:

1.1.1 All of the land and improvements described and/or shown on **Exhibit "A"** attached hereto, by General Warranty Deed, together with all privileges, rights, easements and appurtenances belonging to such land, including without limitation, all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest (if any) of Seller in all mineral and development rights appurtenant to such land (collectively, the "Land");

1.1.2 All buildings, structures and other improvements and all of Seller's right, title and interest, if any, in all fixtures, systems and facilities located on the Land (the "Improvements");

1.1.3 All of Seller's right, title and interest, if any, in all intangible assets of any nature relating to the Land or the Improvements, including, without limitation, all of Seller's right, title, and interest in all (i) warranties and guaranties relating to the Improvements in the possession or control of Seller, (ii) all use, occupancy, building and operating licenses, permits, approvals, and development rights and (iii) all final plans and specifications related to the Land and Improvements, in each case to the extent that Seller may legally transfer the same (the "Intangible Property").

1.1.4 The Land and Improvements are hereinafter sometimes referred to collectively as the "Real Property," or the "Property".

1.2 Purchase and Sale. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of Seller's right, title and interest in and to the Property, on the terms and conditions set forth in this Agreement.

1.3 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Four Hundred and Fifty Thousand and No/100ths Dollars ($450,000). The Purchase Price shall be paid to Seller by Buyer on the Closing Date (as defined in Section 1.5.1 below), plus or minus all adjustments or credits as set forth herein, by wire transfer of immediately available cash proceeds.

1.4 Deposit And Escrow.

1.4.1 Within five (5) calendar days after the Effective Date, Buyer shall deliver to Escrow Agent, who shall be Buyer's Closing Counsel, Mary L. Robinson, Esq., a good faith deposit in the amount of Forty Five-Thousand Dollars ($45,000.00) (said amount is referred to herein as the "Deposit"). Escrow Agent will hold the Deposit in a non-interest-bearing account.

1.4.2 The Deposit shall be applied to the Purchase Price if the Closing (as defined in Section 1.5.1 below) occurs. After the expiration of the Due Diligence Period, the Deposit shall be nonrefundable to Buyer unless a Closing fails to occur due to Seller's breach or default under this Agreement (including a failure of a representation or warranty by Seller to be true and correct in all material respects as of the Closing) or due to the failure of a condition precedent set forth in Section 5.4, or as otherwise provided for in this Agreement, and shall constitute liquidated damages to Seller if escrow fails to close as a result of Buyer's default as provided in Section 6.1 below. In the event Buyer shall elect to terminate this Agreement during the Due Diligence Period, the Deposit shall be returned to Buyer as provided in Section 3.6 below.

1.5 Closing Date.

1.5.1 The closing ("Closing") shall take place through an escrow account opened with Escrow Agent on or before sixty (60) days following the execution of this Agreement (the "Closing Date").

ARTICLE 2
TITLE AND SURVEY

2.1 [Reserved].

2.2 Required Title Condition. Title to the Property shall be conveyed to Buyer by General Warranty Deed subject only to the following matters: (a) current, non-delinquent real estate taxes and assessments, (b) any matters set forth in the Preliminary Report and any Supplemental Report and permitted by Buyer, (c) cancellation and proof of cancellation of the Lease between Seller and Air Garage, Inc. (the "Existing Lease), and (d) any other matters approved in writing by Buyer or deemed approved by Buyer under the provisions of Section 2.2 above. Seller is providing to Buyer as part the Exhibit "B" Property Information a copy of the Existing Lease. The Existing Lease provides, in Section 1.2 thereof, that Seller can terminate the Existing Lease with at least sixty (60) days prior notice of termination to the Tenant (the "Termination Notice"). Landlord intends to provide the Termination Notice to the Tenant under

the Existing Lease at such time that Buyer provides the Approval Notice specified in Section 3.5 to Seller.

ARTICLE 3
INSPECTION AND DUE DILIGENCE PERIOD

3.1 Access. Upon the Effective Date, Buyer shall immediately pursue its due diligence and financing, if any, related to the Property. Buyer has no obligation to do so, but as a matter of courtesy may inform Seller of any and all issues, upon discovery, of any matter than may result in a Disapproval Notice or event of default claim against Seller; however, failure to do so shall not limit Buyer's absolute right to terminate this Agreement during the Due Diligence Period. From and after the Effective Date through the Closing, Buyer, personally or through its authorized agent or representatives (including without limitation any prospective lender to Buyer, or such prospective lender's agents or representatives), shall be entitled, upon no less than two (2) Business Days advance written notice to Seller, to enter upon the Property during normal business hours and shall have the right to make such non-invasive investigations, including appraisals, engineering studies, soil tests, environmental studies and underwriting analyses, as Buyer deems necessary or advisable.

Buyer shall have the right to conduct environmental site assessment(s) and, if relevant and recommended by a licensed environmental engineer, ground water testing, and invasive sampling of building materials with respect to the Property, which testing or sampling shall be conducted in coordination with Seller.

Buyer's activities at the Property shall be conducted in such a manner so as not to interfere with the occupancy Seller's Tenant or their employees, licensees or invitees. Buyer shall promptly pay when due any third party costs associated with the foregoing. Buyer further agrees to keep the Property free from all mechanics lien claims associated with the foregoing. Buyer shall, at Buyer's sole cost, repair any damage to the Property resulting from the inspections, and, to the extent Buyer or Buyer's contractors alter, modify, disturb or change the condition of the Property as part of the inspections or otherwise, Buyer shall, at Buyer's sole cost, restore the Property to the condition in which the same were found before such alteration, modification, disturbance or change. Buyer hereby agrees to indemnify and hold Seller (and Seller's agents, advisors, partners, members, managers, owners, officers and directors, as the case may be) harmless from any physical damages arising out of all inspections and investigations by Buyer or its agents or independent contractors. Notwithstanding any other provision in this Agreement to the contrary, this indemnification shall survive the termination of or Closing under this Agreement.

3.2 Due Diligence Period. Buyer shall, subject to the limitations and conditions set forth in Section 3.1 above, have 45 (forty-five) days from the mutual execution of this Agreement, (the "Due Diligence Period") to physically inspect the Property, review the economic data, conduct appraisals, perform examinations of the physical condition of the Improvements, examine the Property for the presence of Hazardous Materials (as defined below), and to otherwise conduct such due diligence review of the Property and all of the items to be furnished by Seller to Buyer pursuant to Section 3.3 below, and all records and other materials related thereto as Buyer deems appropriate.

3.3 Items to be Provided by Seller. By the Effective Date, Seller shall have delivered to Buyer accurate and complete copies of all of the information set forth on Exhibit "B" attached hereto and incorporated herein ("Property Information").

3.4 Property Contracts. Buyer shall not be required to assume any lease, service or other similar contracts of Seller at Closing, and any and all Property service and similar contracts of Seller (if any) shall, unless otherwise requested by Buyer, be terminated by Seller, at Seller's expense, as of the Closing Date.

3.5 Buyer's Possible Early Termination. Buyer shall have the right to approve or disapprove, in Buyer's sole and absolute discretion, the Property, the Property Information, the Preliminary Report, any Supplemental Report, the Survey, the UCC Searches or any other matter whatsoever regarding the Property. On or before the last day of the Due Diligence Period, Buyer shall provide written notice ("Approval Notice") to Seller and Escrow Agent that Buyer has approved the Property. Buyer's failure to provide an Approval Notice upon the expiration of the Due Diligence Period, or any mutually agreement, written extension thereof, shall be deemed disapproval of the Property. At any time prior to the expiration of the Due Diligence Period or any extension thereof, Buyer may provide written notice to Seller and Escrow Agent disapproving the Property ("Disapproval Notice"). Upon the giving of a Disapproval Notice or the deemed disapproval of the Property, this Agreement shall automatically terminate and the provisions of Section 3.6 shall apply.

3.6 Consequences of Buyer's Early Termination. Upon the giving of a Disapproval Notice, this Agreement shall immediately terminate, and the parties shall be released from all further obligations under this Agreement (except with respect to any provisions that by their terms survive a termination of this Agreement). Upon the giving of a Disapproval Notice during the Due Diligence Period, Escrow Agent shall pay the Deposit to Buyer not later than one (1) Business Day following receipt of Buyer's Disapproval Notice (as long as the then-current investment of the Deposit can be liquidated in one (1) Business Day). No notice to Escrow Agent from Seller shall be required for the release of the Deposit, as applicable, to Buyer by Escrow Agent under this Section, and the Deposit, as applicable, shall be released and delivered to Buyer upon Escrow Agent's receipt of Buyer's Disapproval Notice despite any objection or potential objection by Seller.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Seller's Representations. Except as otherwise disclosed in writing to Buyer, Seller warrants and represents to Buyer as follows:

4.1.1 Seller is a limited liability company, validly formed in the state of Nevada. Seller has full power and authority to enter into this Agreement, to perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and all documents contemplated hereby by Seller have been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which Seller is a party. This

Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

4.1.2 There are no outstanding rights of first refusal, rights of reverter or options to purchase, or similar rights or claims relating to the Property or any interest therein.

4.1.3 Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended (the "Code").

4.1.4 Neither Seller nor any of its constituent partners, members, shareholders or other equity owners is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

4.1.5 No authorization, consent, or approval of any governmental authority (including courts) or third party is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

4.1.6 There are no actions, suits or proceedings pending, or, to Seller's Knowledge, threatened against (a) any portion of the Property, or (b) Seller, which if determined adversely, would affect its ability to perform its obligations hereunder.

4.1.7 Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

4.1.8 There is no pending or, to Seller's Knowledge, threatened or contemplated condemnation proceeding relating to the Property, and Seller has received no written notice from any governmental agency or official to the effect that any such proceeding is contemplated.

4.1.9 Seller has delivered or made available to Buyer complete copies of the Lease which Seller shall terminate prior to the Closing. No Tenant is asserting, and, to Seller's Knowledge, no Tenant has, any claim, offset or defense in respect of its or Seller's obligations under any Lease, nor is Seller in default as to any of its obligations under any Lease.

4.1.10 Seller states that there are no management or brokerage leasing contracts to which Seller is a party and affecting the Property.

4.1.11 Except as disclosed in the Property Information, to Seller's Knowledge, there are no material defects in the structural elements of the improvements.

4.1.12 Seller has not received any written notice from, and to Seller's Knowledge there are no grounds for, any governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any applicable federal, state, county or municipal law, code, rule or regulation (including those respecting the Americans With Disabilities Act), which has not been cured or waived.

4.1.13 Except as previously disclosed, to Seller's Knowledge there are no Hazardous Materials stored on, incorporated into, located on, present in or used on the Property in violation of, and requiring remediation under, any laws, ordinances, statutes, codes, rules or regulations. For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined the Recourse Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

4.1.14 Seller has not received any written notice relating to the operation of the Property from any agency, board, commission, bureau or other instrumentality of any government, whether federal, state or local, informing Seller that Seller is not in compliance in all material respects with all applicable statutes, rules, regulations and requirements of all federal, state and local commissions, boards, bureaus and agencies having jurisdiction over Seller and the Land and Improvements.

4.1.15 No Tenant or third party has any right of first refusal to purchase the Property.

Seller will not take or cause to be taken any action or fail to perform any obligation which would cause any of the representations or warranties contained in this Agreement to be untrue as of the Close of Escrow. Seller shall immediately notify Buyer, in writing, of any event or condition known to Seller which occurs prior to the Close of Escrow hereunder, which causes a material adverse change in the facts relating to, or the truth of, any of the representations or warranties.

Seller shall promptly inform Buyer in writing if there occurs any (i) material adverse change in the condition, financial or otherwise, of the Property, or the operation thereof, at any time prior to the Close of Escrow or (ii) if any information, document, agreement or other material delivered to Buyer is amended, superseded, modified or supplemented in any material respect.

If prior to Closing Seller notifies Buyer in writing of any event or condition known to Seller which occurs prior to the Close of Escrow hereunder which causes a material adverse change in the facts relating to, or the truth of, any of the representations or warranties, or Seller informs Buyer in writing of any: (i) material adverse change in the condition, financial or otherwise, of the Property, or the operation thereof, at any time prior to the Close of Escrow, or (ii) of any information, document, agreement or other material delivered to Buyer has been amended, superseded, modified or supplemented in any material respect, then Buyer may, at Buyer's option and as Buyer's sole remedy (Buyer specifically waiving any right to bring any action against Seller for damages arising therefrom), either: (x) terminate this Agreement by notice in writing to Seller, in which event the Deposit shall be returned by Buyer and the parties shall have no further obligations under this Agreement, or (y) waive the same and proceed to a Closing without any abatement of the Purchase Price.

4.2 Buyer's Representations. Buyer makes the following representations and warranties to Seller that, to the best of Buyer's knowledge:

4.2.1 Buyer is a duly formed and validly existing public entity in good standing under the laws of the State of West Virginia.

4.2.2 Buyer has full right, power and authority and is duly authorized to enter into this Agreement and to perform each of these covenants on its part to be performed hereunder and to execute and deliver and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement and this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

4.2.3 The execution and delivery of this Agreement has been duly authorized by all necessary action on the part of Buyer, and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which Buyer is a party. This Agreement has been duly executed and delivered by Buyer.

4.2.4 Neither Buyer nor any of its constituent partners, members, shareholders or other equity owners is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

4.2.5 There are no actions, suits or proceedings pending, or, to Buyer's knowledge, threatened against Buyer, which if determined adversely, would affect its ability to perform its obligations hereunder.

4.2.6 Buyer has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Buyer's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

4.3 Survivability of Representations and Warranties. The representations and warranties of Seller and Buyer set forth in this Agreement are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of twelve (12) months. If any of Seller's representations or warranties is discovered to be untrue in any material respect after Close of Escrow, and a claim is asserted within the time period set forth in the immediately preceding sentence, then Buyer shall have the right to pursue any and all remedies available against Seller as a result of such material untruth.

4.4 [Reserved].

4.5 Leasing & Other Activities Prior to Closing.

4.5.1 Leasing Activities. Seller shall not, from and after the expiration of the Due Diligence Period, enter into any modification or amendment to the Lease, or consent to any sublease under any Lease, in each case, without the prior written consent of Buyer, which may be given or withheld in Buyer's sole discretion.

4.5.2 Service Contracts. Seller shall not, from and after the expiration of the Due Diligence Period, enter into any new service contracts for the Property or modifications, renewals or terminations of any existing service contracts that would materially affect the Property after Closing, without the written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

4.5.3 Conducting Business. At all times prior to Closing, Seller shall continue to (i) conduct business with respect to the Property in the same manner in which said business has been heretofore conducted and (ii) insure the Property substantially as it is currently insured in accordance with the requirements of the Lease.

4.5.4 Encumbrances. At all times prior to Closing, Seller shall not sell, mortgage, pledge, encumber, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein without the prior written consent of Buyer, which may be given or withheld in Buyer's sole discretion; and Seller shall not consent to, approve or otherwise take any action with respect to making any changes in the zoning or any other governmental rules or regulations presently applicable to all or any part of the Property. Notwithstanding the foregoing, without Buyer's consent, Seller may amend its current financing of the Property with the purpose of modifying the interest rate applicable thereto, and Seller shall ensure such amendment does not affect Closing.

4.5.5 Compliance with Laws and Regulations. At all times prior to Closing, Seller shall not knowingly take any action that would result in a failure to comply in all material respects with all applicable statutes, rules, regulations and requirements of all federal, state and local commissions, boards, bureaus and agencies applicable to the Land and Improvements, it being understood and agreed that prior to Closing, Seller will have the right to contest any of the same.

4.6 Indemnifications.

4.6.1 Seller's Indemnity. Subject to the limitations set forth in this Agreement, Seller agrees to indemnify, defend and hold Buyer and its officers, directors, partners, members, agents, employees, affiliates, attorneys, heirs, successors and assigns (collectively, "Buyer's Indemnified Parties") harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Buyer's Indemnified Parties and all expenses related thereto, including, without limitation, court costs and reasonable attorneys' fees arising out of or in any way connected or related to: (i) any breach or nonperformance by Seller of any provision or covenant contained in this Agreement or in any certificate or other instrument or document furnished (or to be furnished) by Seller with respect to the transactions contemplated hereunder, (iii) any liability arising because of a breach of any Lease by Seller or breach of any service contract by Seller which occurred or arose or is alleged to have occurred or arisen prior to Closing and which is not due to actions taken by Buyer or Buyer's agents, or (iv) the breach in any material respect of any representation or warranty of Seller contained in this Agreement and first discovered by Buyer and asserted in writing by Buyer to Seller during the twelve (12) month period that begins on the day following the Closing. The indemnities set forth in this Section shall survive during the twelve (12) month period that begins on the day following the Closing. Provided, however, that the indemnities set forth in this Section shall not apply to the extent of any item that by this Agreement specifically becomes the obligation of or is non-actionable by Buyer (e.g., per the terms of the second-to-last paragraph of Section 4.1 above) after the Closing pursuant to the terms and conditions of this Agreement.

4.6.2 Buyer's Indemnity. Subject to the limitations set forth in this Agreement, Buyer agrees to indemnify, defend and hold Seller and its officers, directors, partners, members, agents, employees, affiliates, attorneys, heirs, successors and assigns (collectively, "Seller's Indemnified Parties") harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Seller's Indemnified Parties and all expenses related thereto, including, without limitation, court costs and reasonable attorneys' fees arising out of or in any way connected or related to: (i) the ownership, maintenance, or operation of the Property and arising from events or conditions that occur entirely after the Closing, (ii) any breach or nonperformance by Buyer of any provision or covenant contained in this Agreement or in any certificate or other instrument or document furnished (or to be furnished) by Buyer with respect to the transactions contemplated hereunder, (iii) any liability arising because of a breach of any Lease by Buyer or breach of any service contract by Buyer which occurred or is alleged to have occurred after Closing and which is not due to actions taken by Seller or Seller's agents, or (iv) the breach in any material respect of any representation, warranty or covenant of Buyer contained in this Agreement and first discovered by Seller and asserted in writing by Seller to Buyer during the twelve (12) month period that begins on the day following the Closing. The indemnities set forth in this Section shall survive during the twelve (12) month period that begins on the day following the Closing. Provided, however, that the indemnities set forth in this Section

shall not apply to the extent of any item that specifically remains the obligation of or is non-actionable by Seller after the Closing pursuant to the terms and conditions of this Agreement.

ARTICLE 5
CLOSING

5.1 Escrow Agent. The Closing shall occur through the Escrow opened at the Escrow Agent named in Section 1.4. Escrow Agent is designated, authorized and instructed to act as Escrow Agent pursuant to the terms of this Agreement.

5.2 Escrow Instructions; Opening of Escrow. This Agreement shall constitute initial escrow instructions to Escrow Agent. The parties shall execute any additional escrow instructions reasonably required by Escrow Agent to consummate the transaction provided for herein (including Escrow Agent's so-called "general provisions"); provided, however, such additional escrow instructions shall not modify the provisions of this Agreement, unless such instructions (i) clearly identify the specific provisions being modified, (ii) state the modification in full, and (ii) are signed by both parties. Within two (2) Business Days after Effective Date, the parties shall open escrow by delivering a copy of this Agreement to Escrow Agent ("Opening of Escrow"). Upon receipt of the Agreement, Escrow Agent shall acknowledge the Opening of Escrow as described below and its agreement to act as the Escrow Agent hereunder by: (a) executing a Consent of Escrow Agent attached hereto; and (b) delivering a copy of an executed Consent to Seller and Buyer.

5.3 Closing. "Close of Escrow" or "Closing" means the date Escrow Agent records the Deed in favor of Buyer. The Closing shall take place on the Closing Date set forth in Section 1.5.1, provided all conditions to the Closing have been satisfied or duly waived.

5.4 Conditions Precedent Favoring Buyer. In addition to any other conditions precedent in favor of Buyer as may be expressly set forth elsewhere in this Agreement, Buyer's obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 5.4 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only, by written notice of such waiver from Buyer to Seller or by Buyer consummating Closing.

5.4.1 Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

5.4.2 On the Closing Date, all of the representations and warranties of Seller set forth in Article 4 hereof shall be true, accurate and complete in all material respects.

5.4.3 No later than one (1) Business Day after Seller receives the Approval Notice from Buyer, Seller shall provide the Termination Notice to the Tenant under the Existing Lease. Accordingly, Buyer acknowledges that the Existing Lease may remain in effect following the Closing until the sixty-day period for termination of the Existing Lease following the Tenant's receipt of the Termination Notice expires. Should this condition of Seller delivering the Termination Notice to Tenant as provided above not be confirmed by Seller providing evidence thereof to Buyer prior to Closing, Buyer shall be entitled to full refund/recoupment of the Deposit and escrow agent shall release the same to Buyer upon request of Buyer.

5.4.4 At Closing, a Title Company selected by Buyer or Buyer's lender shall have unconditionally and irrevocably committed to issue to Buyer an Owner's Policy of Title Insurance ("Title Policy") insuring Buyer's fee simple title to the Property for the sum equal to the Purchase Price, and containing such endorsements as Buyer shall have reasonably required.

5.4.5 There shall have been no "Material Adverse Change" (as such term is defined in Section 7.1 below) in the physical condition of the Property from the end of the Due Diligence Period through the Closing Date.

5.5 Conditions Precedent Favoring Seller. In addition to any other condition precedent in favor of Seller as may be expressly set forth elsewhere in this Agreement, Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 5.5 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part only by written notice of such waiver from Seller to Buyer and written acceptance of such waiver by Buyer or by Seller consummating Closing.

5.5.1 Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing, including without limitation Buyer's wire-transfer to Escrow Agent at least one (1) Business Day before the Closing of the Purchase Price (less the Deposit) plus Buyer's share of the closing costs.

5.5.2 On the Closing Date, all of the representations of Buyer set forth in this Agreement shall be materially true, accurate and complete in all material respects.

5.6 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole expense, each of the following items:

5.6.1 5.6.1 A general warranty deed (the "Deed") in the form attached hereto as Exhibit "C" duly executed and acknowledged by Seller.

5.6.2 5.6.2 A general cancellation notice of Lease (the "Cancellation Notice") in the form attached hereto as Exhibit "D".

5.6.3 All keys/access cards in Seller's possession to all locks on the Property, if applicable.

5.6.4 5.6.4 A non-foreign person affidavit sworn to by Seller as required by Section 1445 of the Internal Revenue Code, if required by any lender or Buyer.

5.6.5 Such customary evidence, documents, affidavits and indemnifications as may be reasonably required by the Title Company as a precondition to the issuance of the Title Policy relating to: (i) mechanics' or materialmen's liens; (ii) parties in possession; (iii) the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property; or (iv) any other matter reasonably required to enable the Title Company to issue the Title Policy and endorsements thereto.

5.6.6 Originals (if any) or copies (if no originals) of all current and final documents in the possession of Seller relating to the operation of the Property including all permits, licenses, approvals, final plans, final specifications, guaranties and warranties.

5.6.7 A duly executed closing statement prepared by Escrow Agent reflecting the adjustments and prorations required by this Agreement (the "Closing Statement").

5.6.8 Such evidence or documents as may reasonably be required by Buyer evidencing the power and authority of the Seller and its respective partners and the due authority of, and execution and delivery by, any person or persons who are executing any of the documents required in connection with the sale of the Property.

5.6.9 Such other instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

5.7 Buyer's Deliveries. At the Closing, Buyer shall deliver to Seller through Escrow Agent the following items:

5.7.1 Immediately available funds sufficient to pay the Purchase Price (less the Deposit and Buyer's share of closing costs and expenses, which shall be delivered by Buyer to Escrow Agent at least one (1) Business Day prior to the Closing.

5.7.2 Duly executed and acknowledged originals of the Assignment, Bill of Sale, and the Closing Statement.

5.7.3 Such evidence or documents as may reasonably be required by the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of Buyer in connection with the purchase of the Property.

5.7.4 Such evidence or documents as may reasonably be required by Seller evidencing the power and authority of the Buyer and the due authority of, and execution and delivery by, any person or persons who are executing any of the documents required in connection with the purchase of the Property by Buyer.

5.7.5 Such other instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

5.8 Costs, Prorations and Credits.

5.8.1 Closing Costs. Buyer and Seller shall each pay their own legal fees related to the preparation/negotiation of this Agreement and all documents required to settle the transaction contemplated hereby, and Buyer shall pay all Escrow related legal fees as Buyer's closing counsel is being used as the Escrow Agent.

Buyer shall pay all costs associated with its investigation of the Property, including the cost of appraisals, architectural, engineering, credit and environmental reports, as well as recording fees and costs/fees associated with Buyer's financing, title insurance, and overall due diligence.

Seller shall pay (i) all costs and expenses associated with deed preparation, (ii) all transfer taxes, documentary stamp/tax charges of any jurisdiction and recording fees and (iii) all lien releases, terminations and associated recording fees. All other customary purchase and sale closing costs shall be paid by Seller or Buyer in accordance with the customary practices in West Virginia.

5.8.2 Prorations. The following shall be prorated, credited, debited and adjusted between Seller and Buyer as of 12:01 a.m. on the day of the Closing (except as otherwise provided) in accordance with this section. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs.

(a) Current Rents. Tenant rents which have been paid by Tenant and received by Seller for the calendar month in which the Closing occurs, based on a rental statement prepared by Seller and approved by Buyer (which statement must be consistent with the Lease), shall be prorated as set forth above.

(b) Unpaid Rents. As used herein, the term "Unpaid Rents" means any Tenant rentals, common expense reimbursements, and other sums owed to Seller from a Tenant and not paid as of the Closing Date. Unpaid Rents shall not be prorated, provided, however, that following the Closing, Seller may undertake any and all efforts Seller desires to collect any Unpaid Rents. Any Unpaid Rents sent to or received by Buyer shall be immediately forwarded to Seller.

(c) Property Taxes. To the extent not paid directly by a Tenant, all real property taxes for the year immediately preceding the year of Closing that are payable in the year of Closing, and for years prior thereto, shall be paid by Seller on or before the Closing. Real property taxes for the year of Closing shall be prorated on the basis of the most recent assessment and levy. Any and all refunds, credits, claims or rights to appeal respecting the amount of any real property taxes or other taxes or assessments charged in connection with the Property for any period following Closing shall belong to Buyer, and any and all refunds, credits, claims or rights to appeal respecting the amount of any real property taxes or other taxes or assessments charged in connection with the Property for any period prior to the Closing shall belong to Seller (unless such refund must be credited to a Tenant of the Property by Buyer, in which case such refund shall belong to Buyer to the extent of such required credits to the Tenant).

(d) Private Assessments. If applicable, payments due or paid under any assessments imposed by private covenant shall be prorated as of the Closing.

(e) Utilities. Except to the extent such items are the direct responsibility of the Tenant, water, sewer and other utility charges shall be prorated as of the Closing, with the parties cooperating with the local utilities companies to have the Property's utility meters read as closely as possible to the Closing, and utilities to be placed in Buyer's name following the Closing (except to the extent they are in a Tenant's name), and with Seller receiving a credit for any utility company deposits that will be transferred to Buyer.

(f) Leasing Commissions. On or before the Closing Date, Seller shall pay in full and satisfy all leasing commissions due to leasing or other agents/brokers for any lease related to the Property. Seller agrees to indemnify and defend Buyer for any and all claims related to leasing or other commissions which were contractually incurred prior to the Closing Date.

(g) Insurance Policies. Insurance premiums as to the policies, if any, that will continue after Closing shall be prorated as of the Closing. However, it is the parties' present intentions that Seller will be cancelling its insurance policies following the Closing and Buyer will be obtaining its own insurance coverages.

(h) Other Items. All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted as of the Closing.

5.8.3 Re-prorations. At Closing, the amount of prorations and adjustments as aforesaid shall be determined or estimated to the extent practicable, and monetary adjustment shall be made between Seller and Buyer. As the amounts of the respective items become finally ascertained, further adjustment shall be promptly made between the parties in cash, within ten (10) days following either party's written notice to the other accompanied by reasonable supporting documentation.

5.8.4 Survival. The provisions of this Section 5.8 shall survive the Closing.

5.9 Distribution of Funds and Documents. At the Close of Escrow, Escrow Agent shall do each of the following:

5.9.1 Payment of Encumbrances. Pay the amount of those monetary liens that are not permitted as part of the Required Title Condition in accordance with the demands approved by Seller, utilizing funds to which Seller shall be entitled upon Close of Escrow and funds (if any) deposited in Escrow by Seller.

5.9.2 Recorded Documents. Submit to the office of the Clerk of the County Commission of the County in which the Property is located the Deed and each other document to be recorded under the terms of this Agreement or by general usage, and, after recordation, cause said Clerk's office to mail the Deed to Buyer and each other such document to the grantee, beneficiary or person acquiring rights thereunder or for whose benefit said document was recorded.

5.9.3 Non-Recorded Documents. Deliver by overnight courier (or as otherwise requested by the intended recipient): (i) each other non-recorded document received hereunder to the payee or person acquiring rights thereunder or for whose benefit said document was acquired; and (iii) a copy of each recorded document, conformed to show the recording data thereon, to each party.

5.9.4 Distribution of Funds. Deliver upon the close of Escrow (i) to Seller, or order, the cash portion of the Purchase Price, adjusted for prorations, charges and other credits and debits provided for herein; and (ii) to Buyer, or order, any excess funds delivered to Escrow Agent by Buyer. Such funds shall be delivered by wire transfer or check in accordance with instructions given by Seller or Buyer, as the case may be, for its respective funds; if no instructions are given,

Escrow Agent shall deliver such funds by Escrow Agent's check via overnight courier (or as otherwise requested by the intended recipient) to the appropriate party at the address set forth for notice in this Agreement.

5.10 Completion of Documents. Escrow Agent is authorized to insert the date of Closing and otherwise to complete the documents deposited in Escrow, where appropriate and consistent with this Agreement.

5.11 Possession and Tenant Notices. Possession of the Property shall be delivered to Buyer by Seller at the Closing, subject only to the remaining rights of any Tenant under the cancelled Lease.

ARTICLE 6
TERMINATION AND DEFAULT

6.1 Buyer's Default. IF THE SALE CONTEMPLATED HEREBY IS NOT CONSUMMATED BECAUSE OF A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THEN: (A) THIS AGREEMENT SHALL TERMINATE; (B) THE DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES; AND (C) SELLER AND BUYER SHALL HAVE NO FURTHER OBLIGATIONS TO EACH OTHER EXCEPT THOSE WHICH SURVIVE THE TERMINATION OF THIS AGREEMENT. BUYER AND SELLER ACKNOWLEDGE THAT THE DAMAGES TO SELLER IN THE EVENT OF A BREACH OF THIS AGREEMENT BY BUYER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT PLUS INTEREST, IF APPLICABLE, REPRESENTS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES THAT WOULD BE SUFFERED BY SELLER IF THE TRANSACTION SHOULD FAIL TO CLOSE AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT AND UNDER THE CIRCUMSTANCES THAT SELLER AND BUYER REASONABLY ANTICIPATE WOULD EXIST AT THE TIME OF SUCH BREACH. BUYER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT TOGETHER WITH ANY INTEREST AND EARNINGS EARNED THEREON SHALL BE SELLER'S SOLE REMEDY, AT LAW AND IN EQUITY, FOR BUYER'S FAILURE TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. HOWEVER, NOTHING IN THIS SECTION 6.1 SHALL (i) PREVENT OR PRECLUDE SELLER'S RECOVERY OF REASONABLE ATTORNEYS' FEES OR OTHER COSTS INCURRED BY SELLER PURSUANT TO SECTION 9.8 BELOW, OR (ii) IMPAIR OR LIMIT THE EFFECTIVENESS OR ENFORCEABILITY OF BUYER'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT. SELLER HEREBY WAIVES ANY RIGHT TO AN ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS AGREEMENT.

6.2 Seller's Default. In the event of a default by Seller in its obligations under the terms of this Agreement, Buyer shall have the right to exercise one of the remedies enumerated in Sections 6.2.1, 6.2.2, or 6.2.3. Unless Buyer knowingly waives a Seller default, nothing in this Section 6.2 shall (i) prevent or preclude Buyer's recovery of reasonable attorneys' fees or other costs incurred by Seller pursuant to Section 9.8 below, or (ii) impair or limit the effectiveness or

enforceability of Seller's indemnification obligations contained in this Agreement or Buyer's rights to enforce those indemnity obligations except as otherwise provided in this Agreement.

6.2.1 Waive such failure and proceed to the Closing with no reduction in the Purchase Price.

6.2.2 Exercise any of its other rights or remedies Buyer may have at law or in equity, including without limitation an action for specific performance to cause Seller to convey the Property to Buyer pursuant to the terms and conditions of this Agreement.

6.2.3 Terminate this Agreement by notice to Seller and Escrow Agent to that effect, to recover the full amount of the entire Deposit, and to receive reimbursement of Buyer's actually incurred out of pocket costs, fees and expenses in conjunction with this Agreement, to the extent determined to be reasonable, and not to exceed in the aggregate $15,000.

ARTICLE 7
CASUALTY DAMAGE OR CONDEMNATION

7.1 Casualty. In the event that, after the end of the Due Diligence Period, all or a portion of the Improvements should be damaged or destroyed by fire or other casualty prior to Closing such that the reasonable estimate of the cost to repair the same exceeds ten percent (10%) of the Purchase Price (any such event, a "Material Adverse Change"), Buyer shall have the sole option to elect either to:

(a) acquire the Property as is (without reduction in the Purchase Price), and receive an assignment without recourse or credit of any insurance proceeds payable by virtue of such loss or damage plus a credit for any deductible paid by Buyer under said policy; or

(b) terminate this Agreement and receive back the Deposit.

Such right must be exercised within ten (10) days from the date Seller provides Buyer with notice of the Material Adverse Change. If Buyer fails to timely provide notice of an election, then Buyer shall have been deemed to elect (b) above. Should a portion of the Improvements be damaged by fire or other casualty but not to the extent of a Material Adverse Change, then Buyer shall acquire the Property as is (without reduction in the Purchase Price) and receive an assignment without recourse or credit of any insurance proceeds payable by virtue of such loss or damage plus a credit for any deductible paid by Buyer under said policy.

7.2 Condemnation. In the event that, after the end of the Due Diligence Period, all or a material portion of the Real Property should be condemned by right of eminent domain prior to the Closing such that the reasonable estimate of the loss of value of the remaining Real Property exceeds ten percent (10%) of the Purchase Price (any such event, a "Material Taking"), Buyer may, at Buyer's sole option, elect either to:

(a) terminate this Agreement and receive back the Deposit; or

(b) close the transaction contemplated by this Agreement.

In all other cases, or if Buyer elects to proceed under Section 7.2(b), Buyer shall purchase the Property in accordance with the terms hereof (without reduction in the Purchase Price) and Seller shall assign to Buyer at Closing all condemnation proceeds payable as a result of such condemnation. Buyer shall be deemed to have elected to proceed under Section 7.2(b) unless, within ten (10) days from written notice of the condemnation, Buyer provides Seller with written notice that Buyer elects to terminate this Agreement pursuant to Section 7.2(a).

ARTICLE 8
REAL ESTATE COMMISSION & BROKERAGE REPRESENTATION

8.1 Commissions. Buyer and Seller each represent to the other that no brokerage or real estate commissions or other fees are or shall be due in respect to this transaction by reason of any agreement made or which may be alleged to have been made by Buyer or Seller. Each party agrees to indemnify and hold harmless the other from and against any and all claims, demands or the cost or expense thereof, including reasonable attorney's fees, arising out of any broker's commission, fee or other compensation due or alleged to be due in connection with the transactions contemplated by this Agreement based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

ARTICLE 9
MISCELLANEOUS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference.

9.2 Binding On Successors and Assigns. Subject to Section 9.3, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9.3 Assignment by Buyer. Buyer shall have the right to assign this Agreement to any party or parties owned or controlled in whole or in part by Buyer, and no consent on the part of Seller shall be required for such assignment, provided however, that any such assignment shall not relieve Buyer of its liabilities and obligations hereunder, and Buyer shall give Seller prompt written notice of any such assignment.

9.4 Waiver. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.5 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of West Virginia, without regard to the principles of conflicts of law.

9.6 Counterparts. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

9.7 Notices. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) United States Postal Service, certified mail, return receipt requested, (ii) any nationally known overnight delivery service for next day delivery, (iii) facsimile with written confirmation of receipt from sending facsimile machine, or (iv) delivered in person. All notices shall be deemed to have been given on the date of receipt or the intended recipient's refusal of receipt if sent by certified mail, or on the next Business Day if sent by nationally known overnight delivery service, or on the date when a facsimile is sent or on the date of personal delivery. All notices shall be addressed to the parties at the addresses below:

To Seller:	Mobile Infrastructure Corporation Attn: Ryan Thompson 30 West 4th Street Cincinnati, OH 45202
And with a copy to:	Daniel P. Utt, Esq. Keating Muething & Klekamp PLL One East 4th Street, Suite 1400 Cincinnati, OH 45202
To Buyer:	Harrison County Commission, West Virginia Attn: Laura Pysz, County Administrator 229 S. Third Street Clarksburg, WV 26301
And with a copy to:	Simmerman Law Office, PLLC Attn: Frank E. Simmerman, III 254 East Main Street Clarksburg, WV 26301

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 9.7. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

9.8 Attorneys' Fees. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including, without limitation, reasonable attorneys' fees and expenses, as determined by the court in which the action is decided.

9.9 IRS Real Estate Sales Reporting. Buyer and Seller agree that Escrow Agent shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Internal Revenue Code Section 6045(e) and shall prepare and file all informational returns, including without limitation, IRS Form 1099-S, and shall otherwise comply with the provisions of Internal Revenue Code Section 6045(e), and the applicable, analogous West Virginia Code provisions.

9.10 Time Periods. If the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day.

9.11 Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by the party against whom enforcement is sought.

9.12 Further Instruments. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to the Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

9.13 Descriptive Headings; Word Meaning. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein," "hereinafter," "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

9.14 Business Day. As used herein, the term "Business Day" means any day other than Saturday, Sunday and any day which is a legal holiday in the State of West Virginia.

9.15 Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

9.16 Severability. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained herein, and that the

rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

9.17 Exclusivity. After the Effective Date, Seller and its respective agents, representatives and employees may continue all marketing of the Property, and Seller may directly or indirectly make, accept, negotiate, entertain or otherwise pursue any backup offers for the sale of the Property; however, such backup agreements may not supersede this Agreement or cause Seller to be unable to fulfill its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Harrison County Commission, WV

Buyer

By:_____

Its:_____

Dated:_____

MVP Clarksburg Lot, LLC,
a Nevada limited liability company qualified as a foreign limited liability company in West Virginia

By: Mobile Infra Holdings, LLC,
a Nevada limited liability company,
Its sole member and manager

By: Mobile Infra Operating Company, LLC,
a Delaware limited liability company,
Its Manager

By: Mobile Infrastructure Corporation,
a Delaware limited liability company,
Its Manager

By: _____
Manuel Chavez, Chief Executive Officer

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel No. 1: All that certain lot or parcel of land situate in the City of Clarksburg, Clark District, Harrison County, West Virginia, bounded and described as follows:

Beginning at a + chiseled in the concrete sidewalk, the Northeast comer of a lot purchased by the Parking Authority of the City of Clarksburg from the Union National Bank of Clarksburg Trustees under agreement with Mabel B. Cunningham. Thence S. 72° 55 E. 60' to an iron pin, thence S. 18° 00' W. 166.80' to a point, thence N. 72° 54' W. 60' to a point, thence N. 18° 00' W. 166.83' to the Point of Beginning.

It has been subsequently determined by a survey of the subject property dated October, 1998 entitled, "Plat of Survey Made for The City of Clarksburg Being Conveyed to Coyne Investments Ltd." prepared by CTL Engineering of West Virginia, Inc., under the supervision of Patrick E. Gallagher, Professional Engineer, License No. 9297, that the aforesaid Parcel No. I is more particularly bounded and described as follows:

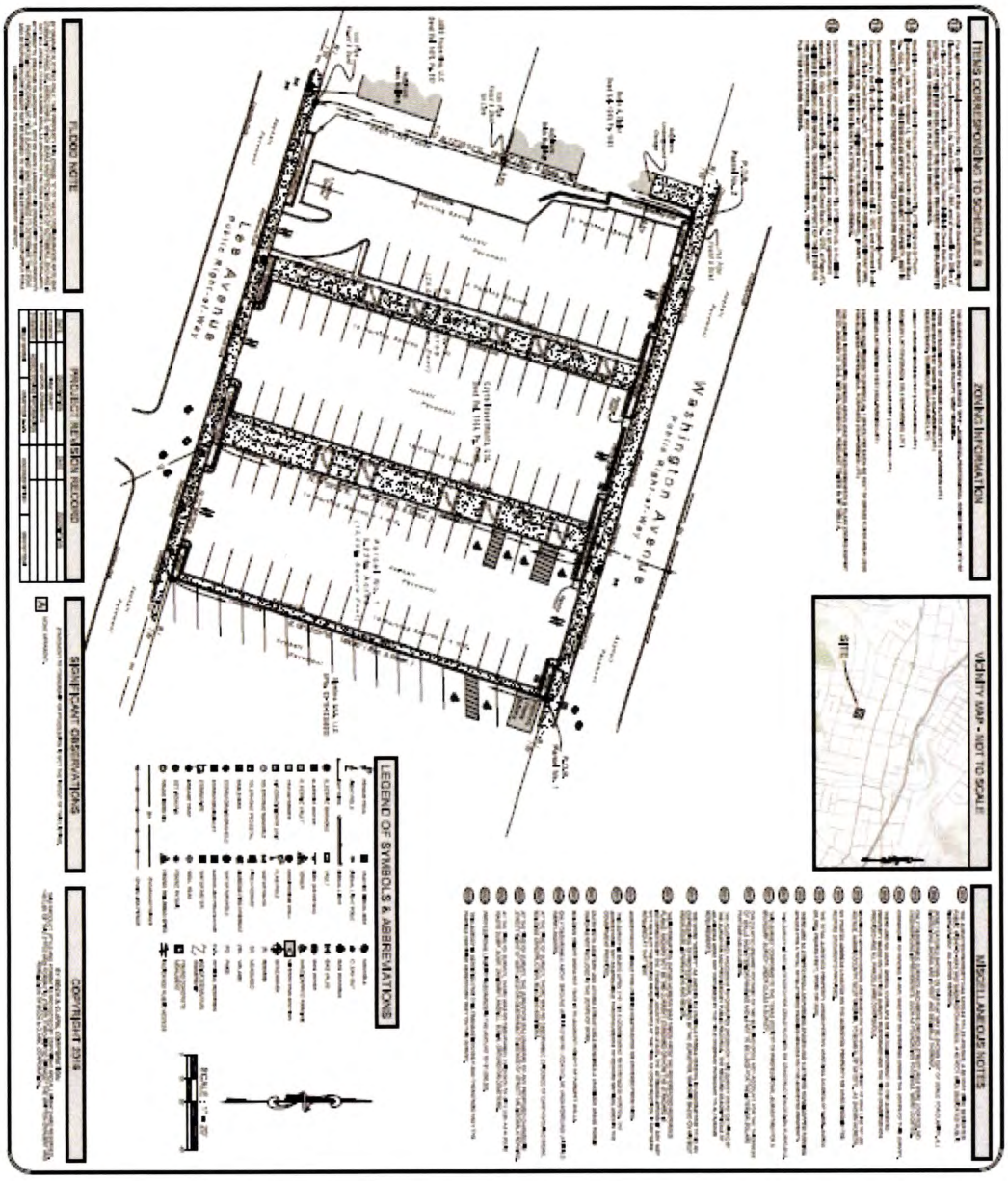
Beginning at a 3/4 inch iron pipe with lead plug (found) on the southerly right-of-way limits of Washington Avenue, thence leaving said right-of-way limits of Washington Avenue S. 18° 00' 00" W. 166.80' to a PKnail (set) on the northerly right-of-way limits of Lee Avenue N. 72° 54' 0011 W. 60.00 feet to a 1/4 inch drill hold (set) in the concrete sidewalk at the end of the second line of the City of Clarksburg, dated December 26,1969, in Deed Book No. 967, at Page 342, as recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia; thence with said second reversed and leaving said right-of-way limits N. 18° 00' 0011 E. 166.78' to a I /4 inch drill hole (set) on top of a masonry brick planter at the end of the first line of the last aforesaid deed, and standing on the southerly right-of-way limits of Washington Avenue; thence with the southerly right-of-way limits of Washington Avenue S. 72° 55' 00" E. 60.00' to the Place of Beginning.

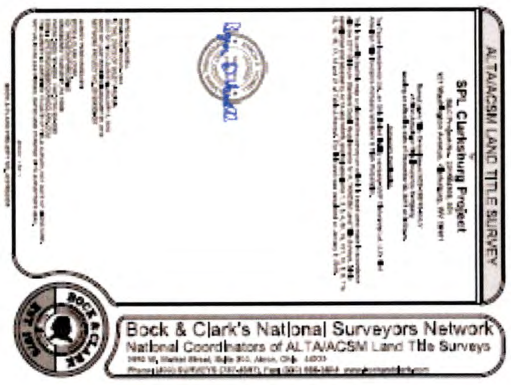
Parcel No. 2: All that certain lot or parcel of land situate between Washington Avenue and Lee Street in the City of Clarksburg, Clark District, Harrison County, West Virginia, bounded and described as follows:

Beginning at the southern right of way line of Washington Avenue, the Northeast corner of Hiram J. Scott property, thence with the right of way line of Washington Avenue S. 72° 55' E. 151.66' to a + in the concrete sidewalk, thence S. 18° 00' W. 166.83' to the northern right of way line of Lee Street. Thence N. 72° 54' W. 149.63' to the Southeast corner of the Helen D. Davisson property, thence with the eastern line of the Davisson property and the Scott property N. 17° 18' E. 166.77' to the Point of Beginning.
It has been subsequently determined by a survey of the subject property dated October, 1998 entitled, "Plat of Survey Made for The City of Clarksburg Being Conveyed to Coyne Investments Ltd." prepared by CTL Engineering of West Virginia, Inc., under the supervision of Patrick E. Gallagher, Professional Engineer, License No. 9297, that the aforesaid Parcel No. 2 is more particularly bounded and described as follows:

Beginning at a 1/2 inch iron bar (found) on the southerly right-of-way limits of Washington Avenue, and standing at the most easterly comer of James M. Pool, in Deed Book No. 1243, at

Page 1093, as recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia; thence with the southerly right-of-way limits of Washington Avenue S. 72° 55' 00" E. 151.14' to a 1/4 inch drill hole (set) on top of a masonry brick planter at the beginning of the first line of the City of Clarksburg, dated December 29, 1969, in Deed Book No. 967, at Page 337, as recorded in the aforesaid Clerk's office; thence leaving said right-of-way S. 18° 00' 00" W. 166.78' to a 1/4 inch drill hoe (set) in the concrete sidewalk on the northerly right-of-way limits of Lee Avenue N. 72° 54' 00" W. 149.63' to a 1/4 inch drill hole (set) in the concrete sidewalk; thence leaving said right-of-way N. 17° 29' 02" E. 166.72' to the Place of Beginning.


Lee Avenue
Washington Avenue
TITLE SCHEDULE B
ZONING INFORMATION
VICINITY MAP - NOT TO SCALE
MISCELLANEOUS NOTES
LEGEND OF SYMBOLS & ABBREVIATIONS
SURVEYOR'S OBSERVATIONS
PROJECT REVISION RECORD
FLOOD NOTE
COPYRIGHT 2014


ALTA/ACSM LAND TITLE SURVEY
SPL Clarksburg Project
Bock & Clark's National Surveyors Network
National Coordinators of ALTA/ACSM Land Title Surveys

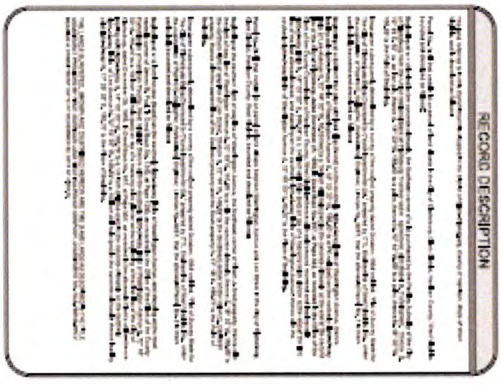

RECORD DESCRIPTION

EXHIBIT "B"

PROPERTY INFORMATION

1. Seller's existing Survey
2. Seller's existing Phase I Environmental Survey
3. Most recent Policy of Title Insurance
4. Copies of all Leases and Amendments thereto
5. Income and Expense Reports for the current year to date and the year-end statements for the prior three (3) years.
6. Easement Agreements or Covenants pertaining to site access, if any
7. Copies of any Appraisals, if any
8. Copies of any/all lien documents, if applicable

EXHIBIT "C"

DEED

[TO BE PREPARED BY TITLE COMPANY/BUYER'S COUNSEL]

EXHIBIT "D"

LEASE CANCELLATION NOTICE

xxxx xxth, 2024

Airgarage, Inc.
ATTN: Bryan Sbriglia

Re: Lease Agreement between MVP Clarksburg Lot, LLC, as Landlord and Airgarage, Inc., as Tenant that commenced on December 1st, 2021.

Dear Bryan Sbriglia & Airgarage Inc.,

Pursuant to the above referenced Lease Agreement, "Owner", or "MVP Clarksburg Lot, LLC," wholly owned by Mobile Infrastructure Corporation, hereby informs Tenant that it will be terminating said Lease Agreement as of xxxx xxth, 2024. Please accept this letter as our 60-day notice of termination pursuant to Section 1.2 of the Lease Agreement.

We thank you for your efforts as the operator of MVP Clarksburg Lot, LLC and wish you all the best in your future endeavors.

Please contact me with any questions,

Sincerely,

Ryan Thompson
Director
Mobile Infrastructure Corporation
859-486-4008

13

Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 5/23/2023		
Property Address:	52 Roosevelt Street	**Inspected By:** RL		
City, County:	Lumberport WV	**Year Home Built:** 1975		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires	✓		
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 52 ROOSEVELT STREET LUMBERPORT

Owner or Lessee: JOSEPH AND TANYA BECK

In Care of: _____

Address: P.O.BOX 714 LUMBERPORT WV 263860714

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

COMMENTS: An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

A structure is unfit for human occupancy whenever the code official finds such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lack ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

CORRECTIVE ACTIONS: **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**

Note: Any Notice of Violations issued pursuant to the 2018 Property Maintenance Code is subject to appeal. Contact the Code Enforcement Office for procedure, 304-624-8690
The Harrison County Commission has the right to file a lien in accordance with section 106.3

Time: _____

Date: MAY 23, 2023

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD



14

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the front portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in W.Va. Code § 11-16-8(a)(5), a person intending to apply for a license to operate a WVABCA licensed Class B establishment at any location within a municipality **must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior** to filing an application for such license with the WVABCA. Pursuant to this requirement, **notice** is herein given that the following intends to apply to the WVABCA for a license to operate a Class B licensed establishment issued pursuant to the provisions of § Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: E & R Enterprises

DBA (Doing Business As): Hanlan's Meat Market

Address of Establishment: 2600 East Main St. (Street/Route) Bridgeport (City), WV (State) 26330 (Zip Code)

Applicant's Name(s):

(Last)	(First)	(Middle)
Hanlan	Ben	Andrew
Wilson	Steven	Leelan
Hanlan	Kristen	Elizabeth

General Description of Premises: Restaurant, deli, general store Butcher Shop

This Notice has been filed with the Clerk or Recorder of the City/Town of _____ on this _____ day of _____, _____.

Applicant's Signature(s): _____ Date: 5/28/24

_____ Date: 5/28/24

_____ Date: 5/28/24

_____ Date: _____

(Municipality to fill out reverse side of form) ABCA-Lic.Z.2

(FOR USE BY MUNICIPAL AUTHORITIES ONLY)

1. Is the proposed location for the Class B "Carry-Out" described consistent with the zoning ordinances of your Municipality as either a permitted use or a conditional use of such premises?

   Yes _____ No _____

2. If the answer to the first question was "No" does your Municipality provide within its zoning requirements suitable alternative locations for Class B "Carry-Outs"?

   Yes _____ No _____

3. Additional comments to the Alcohol Beverage Control Administration:

_____

_____

_____

_____

4. Is the proposed location situated in a "Dry County" or in a Town/Municipality designated as a "Dry" area.

   Yes _____ No _____ Unsure _____

_____

Approved By: Authorized Official Signature and Title

_____

City/Town

Date:

_____

Return Original To: **WVABCA**
Licensing Division
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 West Main Street
Clarksburg, West Virginia 26301
304-624-8500
FAX 304-624-8673

Commissioners
David L. Hinkle
Susan J. Thomas
Patsy Trecost II

June 5, 2024

WVABCA
Licensing Department
900 Pennsylvania Avenue, 4th Floor
Charleston, West Virginia 25302

Dear Commissioner,

This letter is to advise you that the Harrison County Commission has no objections to an ABCA License being issued to E & R Enterprises, at 2600 East Main Street, Bridgeport, West Virginia 26330. This was discussed and approved at the June 5, 2024 Harrison County Commission Meeting. Please let us know if any further information is needed.

Sincerely,

Susan J. Thomas, President
Harrison County Commission

15

Harrison County Commission

Request to Attend Meeting

Name: Pegi Bailey

Department: OEM

Destination: Buckhannon PD 24 S. Florida St

Travel Dates: June 05, 2024

Reason: FEMA G191 class (EMPG-FREE)
County Vehicle

Total Estimated Cost $ 0

Transportation			$ _____
Air		$ _____	
Private Vehicle:			
Mileage _____	X .56	$ _____	
Rental Car		$ _____	
Lodging			$ _____
Registration			$ _____
Meals (Estimated)			$ 0
Incidentals			$ _____

Employee Signature: Pegi L Bailey Date: 05/28/24

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014



WV Emergency Management Division

FEMA ICS/EOC Interface Course (G191)

Free Course

June 5,2024 from 8:30am-5:00pm

To REGISTER: Course ID# 24-365-03

Course Location: Buckhannon Police Department

24 S. Florida Street

Buckhannon, WV. 26201

Course Overview: This 1-day course provides an overview of the roles and responsibilities of first responders operation under the Incident Command System (ICS). Further, it explains how the Incident Commander and the IC Staff interface with the local Emergency Operations Center (EOC) during emergencies or disasters. Each student must have a computer for course materials.

Prerequisites: IS-100, IS-200, IS-700, and IS-800

For more information contact: Brent Burger at 304-414-4605 or brent.a.burger@wv.gov

The course is FREE, Student materials will be provided. Travel and meals NOT included. Students are required to bring a laptop for the course.

16

A RESOLUTION AUTHORIZING THE SUBMISSION OF A PROPOSAL TO WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION; 2024 AML ECONOMIC REVITALIZATION (AMLER) PROGRAM FOR THE HARRISON COUNTY AGRICULTURE AND YOUTH COMPLEX

WHEREAS, the Harrison County Commission wishes to participate and be considered for funds from the 2024 AML Economic Revitalization (AMLER) program for the Harrison County Agriculture and Youth Complex; and

WHEREAS, the Harrison County Commission, supports the need and benefit of an Agriculture and Youth Complex and will provide a safe a protected venue for many social events for our citizens from Harrison County and surrounding counties; and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the Federal Government, and

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

1. The Harrison County Commission authorizes the request to West Virginia Department of Environment Protection through its 2024 AML Economic Revitalization (AMLER) program in the amount of Three Million, Five Hundred Thousand Dollars, ($3,500,000), and

2. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission.

PASSED by the Harrison County Commission on this the 5th day of June, 2024.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

17

A RESOLUTION AUTHORIZING THE SUBMISSION OF A PROPOSAL TO WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION; 2024 AML ECONOMIC REVITALIZATION (AMLER) PROGRAM FOR THE HARRISON COUNTY ANIMAL CONTROL FACILITY

WHEREAS, the Harrison County Commission recognizes the need for a modern and updated Animal Control facility that would accommodate the increased number of stray cats and dogs, and

WHEREAS, Harrison County has the highest number of euthanasia in West Virginia and also plans to develop an adoption program with a new facility by being able to house more animals and for a longer period of time, and

WHEREAS, Harrison County wishes to participate and be considered for funds from the 2024 AML Economic Revitalization (AMLER) program, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the Federal Government, and

WHEREAS, Harrison County Commission will commits sufficient funds to the project.

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

1. The Harrison County Commission authorizes the filing of the application for funds from the 2024 AML Economic Revitalization (AMLER) program, for Three Million and Five Hundred Thousand Dollars, ($3,500,000) and will provide the appropriate match if required.

2. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission.

PASSED by the Harrison County Commission on this the 5th day of June, 2024.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

HARRISON COUNTY COMMISSION
POLICY STATEMENT
DOG AND KENNEL FUND - AMENDMENT #1

AUTHORITY: The Harrison County Commission is authorized to amend this policy, originally enacted and set forth on January 16, 1997, to match the exact terms and definitions of West Virginia Code Chapter 19, Article 20 Section 10. This Section determines the allowable usage of funds collected by the County and deposited into the Dog and Kennel Fund for the following fees and services:

- All registration fees
- Head taxes
- Fees and costs for impounding and disposing of dogs

The county commission shall expend such funds, and issue drafts payable, for the following purposes, and no others:

- To pay the actual expenses incurred by the county commission, the county assessor, or the sheriff in carrying out the provisions of this article
- To pay for the services of the dog warden, his deputies, pound-keepers, and other persons as may be employed, or may render services, in actually carrying out the provisions of this article
- To pay the dog warden and his deputies mileage at the rate up to 15¢ per mile for the use of their privately owned vehicles when used in carrying out the provisions of this article
- To pay for the purchase, procurement, rental, construction, operation, maintenance and repair of any property, devices or facilities reasonably necessary and required to carry out the provisions of this article
- To compensate any department of the state government or any local board of health for any necessary service rendered in connection with this article
- To pay the costs of any rabies control project or program authorized by law
- To compensate any persons who have suffered loss or damage on account of the destruction, loss, or injury by dogs of any sheep, lamb, goat, kid or poultry, when such claims have been proved and allowed as provided in this article: Provided, however, that such compensation authorized by the county commission shall not exceed an amount double the assessed value of the destroyed or injured animals or poultry as shown on the assessor's records, and in the event such animals are not assessed, then compensation authorized by said court shall not exceed the average assessed value of like animals or poultry, or if no like animal or poultry is assessed, then not to exceed the fair market value as determined by the county commission.

In the event that the dog and kennel fund shall in any year be insufficient to pay the items set forth in this section, then the county commission may, and is hereby authorized and empowered to, pay such items out of the county general fund. Any surplus of the dog and kennel fund remaining unexpended in the county treasury at the end of the fiscal year will remain in said fund, unless, in the opinion of the county commission, it will not be needed for the payment and satisfaction of claims and expenses as herein provided, and it shall then be paid annually into the county school fund. Funds thus used shall be in an amount deemed proper and safe in the judgment and discretion of the county commission.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 2048-X-95

County Commission

Policy Statement Claims: Dog & Kennel Fund and Claim Form

Instrument No 201300061253
Document Type GOR
Book-Page 64-604

Harrison County Commission
Policy Statement
Claims: Dog & Kennel Fund

AUTHORITY: The Harrison County Commission is authorized to set forth this policy for claims made to it for payment from the Dog & Kennel Fund based on West Virginia Code Chapter 19, Article 20 Section 10. "The County Commission shall expend such funds, and issue drafts payable therefrom, for the following purposes, and no others:"...to compensate any persons who have suffered loss or damage on account of the destruction, loss or injury by dogs of any sheep, lamb, goat, kid, cattle or poultry, when such claims have been proven and allowed as provided in this article: Provided, however, that such compensation authorized by the county commission shall not exceed an amount double the assessed value of the destroyed or injured animals or poultry as shown on the assessor's records...." AND West Virginia Code Chapter 19, Article 20 Section 14. "If any dog has killed or assisted in killing, wounding or worrying any sheep, lambs, goats, kids, calves, cattle, swine, show or breeding rabbits, horses, colts, or poultry out of the enclosure of the owner of the dog, the owner or keeper of the dog shall be liable for the sheep, lambs, goats, kids, calves, cattle, swine, etc., in the amount of the damages sustained, to be recovered in an action before any court or magistrate having jurisdiction of the action. A recovery under this section shall bar and preclude the owner from obtaining compensation from the county commission under the provisions of this article. If the person suffering the loss or damage cannot ascertain the owner or keeper of the dog, or if the owner of keeper is not financially responsible, then the person suffering the loss or damage may file his claim with and prove the same before the county commission of the county in which the loss or damage is sustained...and the commission shall pay the loss or damage out of the fund provided for such purposes and according to the provision of this article. Further authority is based in Attorney Generals Opinion #239 (1963) which sets forth claims to be paid on pro rata basis, "All claims, presented and approved, against the dog fund should be held until the end of the fiscal year and paid on a pro rata basis from the eligible monies within the fund."

POLICY STATEMENT: The Harrison County Commission policy and procedure for persons to follow that wish to make claim for reimbursement under the Dog & Kennel Fund will proceed as follows:

1.) **Obtain, complete and return the Claim form from the Harrison County Clerks Office (Bookkeeping Department) Be sure to list appraisers complete addresses and telephone numbers clearly.**

2.) **Make a report of the incident to the Harrison County Animal Control Warden by calling the 9-1-1 Center at 623-6559. This should be done immediately after the incident so that the warden may attempt to ascertain the ownership of the dogs that have killed or damaged the livestock or poultry. The Animal Control Warden will provide a copy of the incident report to the bookkeeping department to be attached to the claim form.**

3.) **Claims will be paid based on the assessed value as recorded in the records of the Harrison County Assessor. (*) If animals or poultry are not reported to and assessed by the Assessor, no consideration will be given or made for any claims. Additionally, claims will be processed one time annually near the end of the fiscal year (May or June) and all claims to be paid will be paid on a pro rata basis dependent on amount of funding available in the Dog & Kennel Fund at that time.**

4.) **Persons making a claim to the Dog & Kennel Fund are first required to make a claim with their individual insurance carrier. You are required to provide a copy of the insurance claim and the amount paid or a copy of a letter of denial from the Insurance Company. If you do not have insurance coverage on livestock or poultry you must complete an affidavit to that effect (Form also provided in Bookkeeping Department) to the Harrison County Commission at 301 W. Main Street, Clarksburg WV 26301.**

*** If animals or poultry are not reported and assessed to the Assessor, no consideration will be given or made for ANY claims.**

LGSD BR (Ver. 2023)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5101 or ext. 5118
Fax: 304-340-5090
Email: lgs@wvsao.gov

Person To Contact Regarding Request:
Name: **Laura Pysz**
Phone: **304-624-8500**
Fax: **304-624-8673**
Email: lpysz@harrisoncountywv.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: 2023-2024
Fund: 1
Rev. No. 2
Pages: 1

Harrison County
GOVERNMENT ENTITY

229 S 3rd St
STREET OR PO BOX

COUNTY
Government Type

Clarksburg — CITY
26301 — ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
306	Gas & Oil Severance Tax	600,000	1,068,444		1,668,444
322	Federal Grants		79,891		79,891
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 1,148,335

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
401	County Commission	6,952,320	532,030		7,484,350
408	Statewide Computer Network	140,000	27,000		167,000
412	Agricultural Agent	148,565	10,020		158,585
424	Courthouse	4,098,467	207,500		4,305,967
439	Planning & Zoning	368,452	61,550		430,002
442	Federal Grants		105,285		105,285
700	Sheriff-Law Enforcement	4,871,073	132,150		5,003,223
705	Home Confinement	74,989	2,500		77,489
717	Central Garage	505,627	70,300		575,927
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 1,148,335

APPROVED BY THE STATE AUDITOR

BY:

Deputy State Auditor, Local Government Services Div. **Date**

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

GENERAL COUNTY FUND - BUDGET REVISION

REVENUE

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
306	Oil and Gas Severance Tax	$ 600,000	$ 1,068,444		$ 1,668,444	
322	Federal Grants	$ -	$ 79,891		$ 79,891	
	Department Net Revision:		$ 1,148,335			

Department: Commission

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-401-218-00	Postage	215,000	2,500		$ 217,500	Additional Funds
001-401-232-00	Bank Fees/Charges	500	75,000		$ 75,500	Additional Funds
001-401-240-00	Refunds/Reimbursements	5,000	2,500		$ 7,500	Additional Funds
001-401-456-01	Parking Lots	-	450,000		$ 450,000	Additional Funds
001-401-566-00	Transfer to other funds	-	2,030		$ 2,030	Additional Funds
			532,030	-		
	Department Net Revision:		$ 532,030			

Department: State Computer Network

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-408-349-00	PMT service	$ 140,000	$ 27,000	$ -	$ 167,000	Additional Funds
	Department Net Revision:		$ 27,000			

Department: Extension Office

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-412-108-00	OVT/Employees/Extension	$ 1,500	$ 1,600	$ -	$ 3,100	Additional Funds
001-412-230-00	Ext Office Work Study	$ -	$ 7,500	$ -	$ 7,500	Additional Funds
001-412-459-00	Mew Equipment	$ -	$ 920	$ -	$ 920	Additional Funds

Department Net Revision: $ 10,020

Department: Courthouse

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-424-216-00	CTH M&R Equipment	75,000	2,500		$ 77,500	Additional Funds
001-424-230-00	Courthouse Contractual	250,000	135,000		$ 385,000	Additional Funds
001-424-231-00	CTH Fire Service Fees	15,000	2,000	-	$ 17,000	Additional Funds
001-424-353-00	Computer Software	100,000	3,000	-	$ 103,000	Additional Funds
001-424-458-01	Rails to Trails Project	150,000	65,000	-	$ 215,000	Additional Funds

Department Net Revision: $ 207,500

Department: Planning

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-439-214-00	Planning Travel	600	600		$ 1,200	Additional Funds
001-439-230-00	Contractual	-	950		$ 950	Additional Funds
001-439-458-01	Nuisance Ord Project	100,000	60,000	-	$ 160,000	Additional Funds

Department Net Revision: $ 61,550

Department: Federal Grants

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-442-240-01	Refunds/Reimb CWVCA	-	30,285		$ 30,285	Additional Funds
001-442-458-00	DLAP Grant	-	75,000		$ 75,000	Additional Funds

Department Net Revision: $ 105,285

Department: Home Confinement

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-705-108-00	Home Confinement OT	2,500	2,500	-	$ 5,000	Additional Funds

Department Net Revision: $ 2,500

Department: Central Garage

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-717-108-00	Central Garage OT	1,500	600	-	$ 2,100	Additional Funds
001-717-217-00	Central Garage M&R Auto	40,000	35,000		$ 75,000	Additional Funds
001-717-230-00	Contractual	2,200	1,500		$ 3,700	Additional Funds
001-717-343-00	Cent Gar Oil & Tires	250,000	30,000	-	$ 280,000	Additional Funds
001-717-343-01	Law Enforcement Fuel	-	3,200	-	$ 3,200	Additional Funds

Department Net Revision: $ 70,300

Department: Law Enforcement

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
001-700-108-01	West Milford OT	-	25,000	-	$ 25,000	Additional Funds
001-700-108-02	Antero OT	-	56,000		$ 56,000	Additional Funds
001-700-108-03	Lost Creek OT	-	8,200		$ 8,200	Additional Funds
001-700-108-04	Stonewood OT	-	450	-	$ 450	Additional Funds
001-700-108-07	Phoenix Program	-	13,000	-	$ 13,000	Additional Funds
001-700-108-10	HIDTA	-	550	-	$ 550	Additional Funds
001-700-108-11	Shinnston OT	-	950	-	$ 950	Additional Funds
001-701-108-12	GHSP	-	6,000		$ 6,000	Additional Funds
001-700-108-13	Special Detail LE	-	22,000		$ 21,000	Additional Funds
	Department Net Revision:		$ 132,150			

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 05/2024

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-401-101-00						
CO COMMISSION SALARY	136605.00		113838.00		22767.00	83.33
001-401-103-00						
CO COMMISSION EMPLOYEES	638000.00		549825.65		88174.35	86.17
001-401-104-00						
CO COMMISSION FICA	64000.00		52248.92		11751.08	81.63
001-401-105-00						
CO COMMISSION INSURANCE	1692000.00		1091759.00		600241.00	64.52
001-401-106-00						
CO COMMISSION RETIREMENT	72000.00		56733.90		15266.10	78.79
001-401-108-00						
OVERTIME	2000.00		720.88		1279.12	36.04
001-401-109-00						
EXTRA HELP	38000.00		30226.43		7773.57	79.54
001-401-112-00						
LONGEVITY	5820.00		5196.10		623.90	89.28
001-401-212-00						
CO COMMISSIONS PRINTING	1000.00		331.74		668.26	33.17
001-401-214-00						
CO COMMISSIONS TRAVEL	5000.00		1896.46		3103.54	37.92
001-401-218-00						
CO COMMISSION POSTAGE	215000.00	5921.30	216033.01		-1033.01	100.48
001-401-219-00						
RENTS/CO COMM	2500.00				2500.00	
001-401-220-00						
CO COMMISSION ADVERTISING	130000.00	3390.68	115174.54		14825.46	88.59
001-401-221-00						
CO COMMISSION TRAINING	5000.00		200.00		4800.00	4.00
001-401-222-00						
CO COMMISSION DUES & SUBS	55000.00		38537.89		16462.11	70.06
001-401-223-00						
CO COMM PROF SERVICES	300000.00		238455.56		61544.44	79.48
001-401-223-01						
PROFESSIONAL SERVICES	120000.00		80256.10		39743.90	66.88
001-401-224-00						
CO COMMISSION AUDITS	80000.00		54901.67		25098.33	68.62
001-401-226-00						
CO COMM OFFICIAL BONDS	180000.00		102962.50		77037.50	57.20
001-401-232-00						
BANK FEES/CHARGES	500.00	69445.65	74691.33		-74191.33	14938.26
001-401-236-00						
REFUNDING ERR PYMTS COMM			4811.85		-4811.85	
001-401-237-00						
OTHER TAXES AND FEES	60000.00		5706.79		54293.21	9.51
001-401-240-00						
REFUNDS & REIMBURSEMENTS	5000.00	5655.71	7206.95		-2206.95	144.13
001-401-458-00						
CAPITOL OUTLAY/IMPROVEMEN	25000.00		386.41		24613.59	1.54
001-401-458-02						
CAPITAL OUTLAY-GENERATOR	50000.00				50000.00	

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 05/2024

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-401-458-03						
GENERAL SERVICES ANNEX	2007395.00		848971.70		1158423.30	42.29
001-401-458-07						
W MAIN ST PROPERTY	84500.00		62221.20		22278.80	73.63
001-401-458-08						
AIRPORT PROPERTY	420000.00		343974.80		76025.20	81.89
001-401-458-10						
FRANK LORIA CONTRIBUTION	8000.00		8000.00			100.00
001-401-459-00						
CO COMM CAP OUT EQUIPMENT	50000.00		46603.74		3396.26	93.20
001-401-459-01						
CO COMM CAP OUT CRUISERS	500000.00		442853.06		57146.94	88.57
001-401-566-00						
TRANSFER TO OTHER FUNDS			2026.44		-2026.44	
TOTALS FOR 401 COUNTY COMMISSION	6952320.00	84413.34	4596752.62		2355567.38	66.11

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 05/2024

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-408-349-00						
RE/APPRAISAL PMT SERVICE	140000.00		166983.63		-26983.63	119.27
TOTALS FOR 408 STATE COMPUTER NETWK	140000.00		166983.63		-26983.63	119.27

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-412-103-00						
EXT OFFICE SALARIES	121300.00		95526.00		25774.00	78.75
001-412-104-00						
EXT OFFICE FICA	9500.00		7140.49		2359.51	75.16
001-412-106-00						
EXT OFFICE RETIREMENT	11165.00		8940.70		2224.30	80.07
001-412-108-00						
OVT/EMPLOYEES/EXTENSION	1500.00		2865.39		-1365.39	191.02
001-412-112-00						
LONGEVITY	1200.00		950.00		250.00	79.16
001-412-214-00						
EXT OFFICE TRAVEL	3000.00	169.78	2753.37		246.63	91.77
001-412-222-00						
EXT OFFICE DUES	400.00		149.90		250.10	37.47
001-412-230-00						
EXT OFFICE WORK STUDY			7500.00		-7500.00	
001-412-341-00						
MATERIALS & SUPPLIES	500.00		186.54		313.46	37.30
001-412-459-00						
NEW EQUIPMENT/EXTENSION			918.66		-918.66	
TOTALS FOR 412 EXTENSION OFFICE	148565.00	169.78	126931.05		21633.95	85.43

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 05/2024

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-424-103-00 COURTHOUSE SALARIES	601185.00		508320.88		92864.12	84.55
001-424-104-00 COURTHOUSE FICA	52000.00		39780.51		12219.49	76.50
001-424-106-00 COURT HOUSE RETIREMENT	55900.00		46271.27		9628.73	82.77
001-424-108-00 OVERTIME	5000.00		1643.19		3356.81	32.86
001-424-109-00 EXTRA HELP	45000.00		14193.75		30806.25	31.54
001-424-112-00 LONGEVITY	8760.00		6715.00		2045.00	76.65
001-424-211-00 TELEPHONE	157000.00	1054.83	129151.47		27848.53	82.26
001-424-213-00 CTH UTILITIES	600000.00	11049.44	449790.46		150209.54	74.96
001-424-215-00 CTH M & R BUILDING	1003622.00	18138.36	951750.66		51871.34	94.83
001-424-216-00 CTH M & R EQUIPMENT	75000.00	818.55	76391.52		-1391.52	101.85
001-424-219-00 COURTHOUSE RENTS	125000.00	3866.59	99457.89		25542.11	79.56
001-424-223-00 CTH PROFESSIONAL SERVICES	75000.00		42468.63		32531.37	56.62
001-424-226-00 COURTHOUSE INSURANCE	450000.00		428962.75		21037.25	95.32
001-424-230-00 COURTHOUSE CONTRACTURAL	250000.00	16256.54	381555.08		-131555.08	152.62
001-424-231-00 CTH FIRE SERVICE FEE	15000.00		16669.56		-1669.56	111.13
001-424-341-00 CTH MATERIALS & SUPPLIES	300000.00	8813.44	232440.82		67559.18	77.48
001-424-342-00 COURTHOUSE RECORD BOOKS	5000.00				5000.00	
001-424-353-00 COMPUTER SOFTWARE	100000.00	19528.81	102572.70		-2572.70	102.57
001-424-457-00 CAPITAL OUTLAY BUILDING	25000.00				25000.00	
001-424-458-01 RAILS TO TRAILS PROJECT	150000.00	944.18	201482.58		-51482.58	134.32
TOTALS FOR 424 COURTHOUSE	4098467.00	80470.74	3729618.72		368848.28	91.00

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 05/2024

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-439-103-00 PLANNING SALARIES	219872.00		182607.81		37264.19	83.05
001-439-104-00 PLANNING FICA	17100.00		14094.97		3005.03	82.42
001-439-106-00 PLANNING RETIREMENT	20000.00		16602.83		3397.17	83.01
001-439-108-00 PLANNING/OVERTIME	750.00		686.15		63.85	91.48
001-439-112-00 LONGEVITY	1380.00		1150.00		230.00	83.33
001-439-214-00 PLANNING TRAVEL	600.00		975.83		-375.83	162.63
001-439-221-00 PLANNING TRAINING	1500.00		780.00		720.00	52.00
001-439-222-00 PLANNING DUES & SUBS	500.00				500.00	
001-439-223-00 PLANNING PROF SERVICES	5000.00		1717.61		3282.39	34.35
001-439-230-00 CONTRACTUAL			941.47		-941.47	
001-439-341-00 PLANNING MAT & SUPPLIES	750.00		69.99		680.01	9.33
001-439-458-01 NUISANCE ORDINANCE PROJ	100000.00	25.00	149513.57		-49513.57	149.51
001-439-459-00 PLANNING NEW EQUIPMENT	1000.00				1000.00	
TOTALS FOR 439 PLANNING COMMISSION	368452.00	25.00	369140.23		-688.23	100.18

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
GENERAL FUND
AS OF 05/2024

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-442-240-01						
REFUNDS/REIMB CWVCA			30282.90		-30282.90	
001-442-458-00						
DLAP GRANT		190.00	247.15		-247.15	
TOTALS FOR 442 FEDERAL GRANTS		190.00	30530.05		-30530.05	

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-705-103-00						
HOME CONFINEMENT SALARY	57594.00		48647.12		8946.88	84.46
001-705-104-00						
HOME CONFINEMENT FICA	4650.00		3684.72		965.28	79.24
001-705-106-00						
HOME CONFINEMENT RET	9705.00		8360.79		1344.21	86.14
001-705-108-00						
HOME CONFINEMENT OVTM	2500.00		3157.87		-657.87	126.31
001-705-112-00						
LONGEVITY	540.00		450.00		90.00	83.33
TOTALS FOR 705 HOME CONFINEMENT	74989.00		64300.50		10688.50	85.74

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-700-103-00 LAW ENFORCEMENT SALARIES	2897850.00		2353033.22		544816.78	81.19
001-700-103-03 PRO-SCHOOLS SALARY	401288.00		346177.02		55110.98	86.26
001-700-103-04 ADMINISTRATIVE SALARY	111475.00		91741.93		19733.07	82.29
001-700-104-00 LAW ENFORCEMENT FICA	285000.00		233319.50		51680.50	81.86
001-700-106-00 LAW ENFORCEMENT RETIREMEN	579000.00		489030.80		89969.20	84.46
001-700-108-00 LAW ENFORCEMENT OVERTIME	250000.00		218783.82		31216.18	87.51
001-700-108-01 WEST MILFORD OVTM			22334.50		-22334.50	
001-700-108-02 ANTERO RESOURCES OVTM			53940.98		-53940.98	
001-700-108-04 LOST CREEK OVTM			7777.87		-7777.87	
001-700-108-05 STONEWOOD OVTM			329.16		-329.16	
001-700-108-06 COURT OVERTIME			11869.47		-11869.47	
001-700-108-07 PHOENIX PROGRAM OVTM			11069.94		-11069.94	
001-700-108-10 HIDTA OVTM			421.33		-421.33	
001-700-108-11 SHINNSTON OVERTIME			864.05		-864.05	
001-700-108-12 GHSP			5762.91		-5762.91	
001-700-108-13 SPECIAL DETAIL LE			19762.50		-19762.50	
001-700-109-00 EXTRA HELP	20000.00		14796.62		5203.38	73.98
001-700-112-00 LONGEVITY	35460.00		28220.00		7240.00	79.58
001-700-211-00 LAW ENFORCEMENT TELEPHONE	4295.61		3969.57		326.04	92.40
001-700-214-00 LAW ENFORCEMENT TRAVEL	5000.00		2730.43		2269.57	54.60
001-700-216-00 MAINTENANCE & REP EQUIP	8245.35	40.00	1180.75		7064.60	14.32
001-700-219-00 LAW ENFORCEMENT RENTS	29264.57		29264.57			100.00
001-700-221-00 LAW ENFORCEMENT TRAINING	30000.00	156.02	25009.72		4990.28	83.36
001-700-222-00 LAW ENF DUES & SUBS	4000.00		3160.00		840.00	79.00
001-700-223-00 PROFESSIONAL SERVICE	33735.43	40.00	13121.34		20614.09	38.89

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-700-225-00						
LAW ENF LAUNDRY & DRY CLE	10000.00	66.00	6019.90		3980.10	60.19
001-700-233-00						
INVESTIGATIVE FUNDS	15000.00	120.72	7751.41		7248.59	51.67
001-700-341-00						
LAW ENF MAT & SUPPLIES	13871.60		13871.60			100.00
001-700-345-00						
LAW ENFORCEMENT UNIFORMS	25587.44	712.61	25587.44			100.00
001-700-459-00						
NEW EQUIP-LAW ENFORCEMENT	25000.00	338.00	26962.80		-1962.80	107.85
001-700-459-01						
LE EQUIP-TASERS/BODY CAM	87000.00		87000.00			100.00
TOTALS FOR 700 SHERIFF LAW ENFORCE	4871073.00	1473.35	4154865.15		716207.85	85.29

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-717-103-00						
CENTRAL GARAGE SALARIES	150297.00		125037.28		25259.72	83.19
001-717-104-00						
CENTRAL GARAGE FICA	11680.00		9318.74		2361.26	79.78
001-717-106-00						
CENTRAL GARAGE RET	13730.00		11468.24		2261.76	83.52
001-717-108-00						
OVERTIME	1500.00		1787.85		-287.85	119.19
001-717-112-00						
LONGEVITY	720.00		600.00		120.00	83.33
001-717-216-00						
CENT GARAGE M & R EQUIP	10000.00		49.00		9951.00	.49
001-717-217-00						
CENT GARAGE M & R AUTO	40000.00	797.18	60054.97		-20054.97	150.13
001-717-223-00						
PROFESSIONAL SERVICES	500.00				500.00	
001-717-230-00						
CENT GARAGE CONTRACTURAL	2200.00		3398.00		-1198.00	154.45
001-717-341-00						
CENT GARAGE MAT & SUPP	25000.00	447.97	14028.98		10971.02	56.11
001-717-343-00						
CENT CAR GAS OIL & TIRES	250000.00		271096.04		-21096.04	108.43
001-717-343-01						
LAW ENFORCEMENT FUEL			3113.86		-3113.86	
TOTALS FOR 717 CENTRAL GARAGE	505627.00	1245.15	499952.96		5674.04	98.87

Description of Object of Expenditure Account Activity	Actual Expense 2022-2023	Budgeted Expense 2023-2024	Actual Expense Dec-23	Requested Budget 2024-2025	Staff Recommendation	Approved Budget 2024-2025
COUNTY COMMISSION (401)						
01-00 Official's Salary	136,605	136,605	68,303	136,605	136,605	136,605
03-00 Salaries & Wages	624,434	638,000	333,493	780,426	780,426	780,426
08-00 Overtime Expense Only	1,550	2,000	442	2,000	2,000	2,000
09-00 Part-Time - Extra Help	29,979	38,000	19,589	41,000	41,000	41,000
12-00 Longevity Pay	5,835	5,820	3,192	7,380	7,380	7,380
04-00 FICA (7.65%)	60,109	64,000	31,758	73,442	73,442	73,442
05-00 Group Insurance	1,385,026	1,692,000	819,454	1,928,880	1,928,880	1,900,000
06-00 Retirement Exp. (9.0%)	65,084	72,000	34,476	82,900	82,900	82,900
Total Personal Services	**2,308,622**	**2,648,425**	**1,310,707**	**3,052,633**	**3,052,633**	**3,023,753**
12-00 Printing	534	1,000	332	1,000	1,000	1,000
14-00 Travel	1,311	5,000	1,008	5,000	5,000	5,000
18-00 Postage	148,241	215,000	177,677	315,000	315,000	315,000
19-00 Building / Equip. Rental	0	2,500	0	2,500	2,500	2,500
20-00 Advertising / Publications	74,409	130,000	52,002	130,000	130,000	130,000
21-00 Training/Educ.. (Meetings)	6,407	5,000	0	5,000	5,000	5,000
22-00 Dues & Subscriptions	61,949	55,000	22,737	55,000	55,000	55,000
23-00 Professional Services	257,454	300,000	176,760	340,000	340,000	300,000
23-01 Prof Serv - Simmerman	31,740	120,000	54,699	120,000	120,000	120,000
24-00 Audit Costs	24,515	80,000	51,832	80,000	80,000	80,000
26-00 Workers' Comp./Bonds	179,181	180,000	60,658	180,000	180,000	180,000
32-00 Bank Fees - Charges	72	500	0	500	500	500
37-00 Other Taxes & Fees	6,159	60,000	5,300	60,000	60,000	60,000
40-00 Refund/Reimbursements	1,439	5,000	1,369	5,000	5,000	5,000
Total Contractual Services	**793,411**	**1,159,000**	**604,375**	**1,299,000**	**1,299,000**	**1,259,000**
58-00 Capital Outlay	0	25,000	386	25,000	25,000	25,000
58-02 Capital Outlay - Generator	0	50,000	0			
58-03 General Services Annex	1,046,313	2,007,395	509,638	1,800,000	1,800,000	1,800,000
58-05 PSB Roof Project	48,503	0		0	0	
58-07 West Main Street Property	76,815	84,500	37,333	84,500	84,500	84,500
58-08 Property - Airport	422,506	420,000	206,393	420,000	420,000	420,000
58-09 Property - Thrasher - Airport	318,000			0	0	
58-12 Frank Loria Contribution		8,000	8,000	8,000	8,000	8,000
59-00 Capital Outlay - Equipment	104,916	50,000	36,141	69,173	69,173	69,173

59-01 Capital Outlay - Cruisers	250,880	500,000	243,726	240,000	240,000	240,000
59-02 Capital Outlay - Ballistic Vests		0	0	30,000	30,000	30,000
Total Capital Outlay	**2,267,933**	**3,144,895**	**1,041,617**	**2,676,673**	**2,676,673**	**2,676,673**
66-00 Transfer to Other Funds	0	0	2,026		0	1,966,379
Total Contributions - Transfers	**0**	**0**	**2,026**	**0**	**0**	**1,966,379**
Description of Object	**Actual Expense**	**Budgeted Expense**	**Actual Expense**	**Requested Budget**	**Staff**	**Approved Budget**
of Expenditure Account Activity	**2022-2023**	**2023-2024**	**Dec-23**	**2024-2025**	**Recommendation**	**2024-2025**
**********	**********	**********		**********	**********	**********
COUNTY COMMISSION (401)						
Total of All Expenditures:	**5,369,966**	**6,952,320**	**2,958,725**	**7,028,306**	**7,028,306**	**8,925,805**

____ Approved By the HCC Without Revision **OR** __X___ Approved By the HCC With Revisions

_____

Commissioner's Signature **Date**

_____

Commissioner's Signature **Date**

_____

Commissioner's Signature **Date**

Description of Object of Expenditure Account Activity	Actual Expense 2022-2023	Budgeted Expense 2023-2024	Actual Expense Dec-23	Requested Budget 2024-2025	Staff Recommendation	Approved Budget 2024-2025
General County Total Expense	23,428,776	26,950,791	13,254,199	28,803,642	28,611,965	30,509,464

_____ Approved By the HCC Without Revision **OR** **_X_____** Approved By the HCC With Revisions

_____ _____

Commissioner's Signature **Date**

_____ _____

Commissioner's Signature **Date**

_____ _____

Commissioner's Signature **Date**

United States of America

State of West Virginia **County of Harrison, ss:**

Clerk's Fiduciary Report

Estate from Wednesday, May 22, 2024, through Tuesday, May 28, 2024

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his 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, Thursday, May 23, 2024, the following matters were disposed of in the presence of the Clerk:

A duly certified copy of the last will and testament of **RICHARD F STAMM**, deceased, late a resident of DODDRIDGE, WEST VIRGINIA, was admitted to record.

On, Tuesday, May 28, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **JAMES EDWARD SEE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DAVID B SEE, who was named in the last will and testament of **JAMES EDWARD SEE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **FRANK J WATKINS**, deceased, late a resident of MARION, WEST VIRGINIA, was admitted to record.

A duly certified copy of the last will and testament of **ANN CHRISTINE WATKINS**, deceased, late a resident of MARION, WEST VIRGINIA, was admitted to record.

B1

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

MARILYN JEAN TESTA, ADMINISTRATOR
OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

WILLIAM FORD RIFFLE, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Waiver of Final Settlement** was filed by the Administrator of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that this estate was referred to him on the 2nd day of February, 2024, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 7th day of May, 2024, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 6th and 13th days of March, 2024, the time so fixed being according to law; and that at the end of business hours on the 5th day of May, 2024, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Marilyn Jean Testa, Administrator of the estate of William Ford Riffle, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once on the 17th day of May, 2024, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 17th day of May, 2024.

Robert L. Greer
Fiduciary Commissioner

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,MARILYN JEAN TESTA, personal representative(s) in the estate of WILLIAM FORD RIFFLE after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

MARILYN JEAN TESTA — Marilyn Jean Testa (L.S.)
EXECUTRIX

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 2024.

My Commission expires: AUGUST 5, 2025 — Deborah M. Fischer

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Deborah M. Fischer
640 Rivendell Drive
Bridgeport, WV 26330
My Commission Expires August 05, 2025

Notary Public

MARILYN JEAN TESTA — Marilyn Jean Testa (L.S.)
DAUGHTER

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 2024.

My Commission expires: August 5, 2025 — Deborah M Fischer

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Deborah M. Fischer
640 Rivendell Drive
Bridgeport, WV 26330
My Commission Expires August 05, 2025

Notary Public

WILLIAM ANDREW RIFFLE — [signature] (L.S.)
SON

STATE OF West Virginia COUNTY OF Cabell

The foregoing instrument was acknowledged before me this 9th day of May, 2024.

My Commission expires: Sept. 7, 2027 — Chris Massie

OFFICIAL SEAL
Notary Public, State of West Virginia
CHRIS MASSIE
507 1st Street
Huntington, WV 25701
My Commission Expires Sept. 7, 2027

Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are <u>not</u> required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____day of _____, _____.

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Cochran
Deputy Clerk

B2

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

TIA MARIE DAVIS,
EXECUTRIX OF THE ESTATE

REPORT OF CLAIMS
AND
WAIVER OF FINAL SETTLEMENT

OF ///

JOHN E. OLIVERIO,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of John E. Oliverio,** deceased.

Your Commissioner, who has before him the Affidavit and Waiver of Final Settlement which is duly signed and notarized by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of John E. Oliverio,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That this estate was referred to Norman T. Farley, Fiduciary Commissioner, on **November 1, 2023**; that your Commissioner approved the appraisement of said estate and caused the same to be recorded in the Office of this Commission; and a copy was forwarded to the Tax Commissioner for West Virginia; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code, as amended, the **4th day of February, 2024**, was appointed by the County Commission as the day to receive on or before that date proofs of claim against said estate at your Commissioner's law office located at 917 W. Main Street, Bridgeport, West Virginia 26330, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **6th and 13th days of December, 2023**; and,

That there were no contingent or unliquidated claims or claims not matured against said estate that were presented to or proven before your Commissioner, and that no

necessity exists to reserve any funds in the hands of the personal representative to meet the same; and,

That your Commissioner has concluded the hearing and thereafter said personal representative submitted the attached Affidavit and Waiver of Final Settlement duly executed by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of John E. Oliverio**, deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended; and

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **8th and 15th days of May, 2024**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication, your Commissioner proceeded to make this final Report for the settlement of the accounts of said personal representative.

This Report and attached Affidavit and Waiver of Final Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **Tia Marie Davis, Executrix of the Estate of John E. Oliverio, deceased**.

GIVEN under my hand this 21st day of May, 2024.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,TIA MARIE DAVIS, personal representative(s) in the estate of JOHN E OLIVERIO after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

TIA MARIE DAVIS Tia Marie Davis (L.S.)
EXECUTRIX

STATE OF SC COUNTY OF York

The foregoing instrument was acknowledged before me this 11 day of March, 24.

My Commission expires: 06/08/33

Notary Public

CRAIG WARD
Notary Public, State of South Carolina
My Commission Expires 06/08/2033

TIA MARIE DAVIS Tia Marie Davis (L.S.)
DAUGHTER

STATE OF SC COUNTY OF York

The foregoing instrument was acknowledged before me this 11 day of March, 24.

My Commission expires: 06/08/33

Notary Public

CRAIG WARD
Notary Public, State of South Carolina
My Commission Expires 06/08/2033

BIANCA J OLIVERIO _____ (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____.

My Commission expires: _____

Notary Public

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,TIA MARIE DAVIS, personal representative(s) in the estate of JOHN E OLIVERIO after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

TIA MARIE DAVIS _____ _____ (L.S.)
EXECUTRIX

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____

Notary Public

TIA MARIE DAVIS _____ _____ (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____

Notary Public

BIANCA J OLIVERIO _____ _____ (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11th day of March, 2024.

My Commission expires: December 12, 2026 Tonya D. Hamrick

Notary OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Tonya D Hamrick
West & Jones
917 West Main Street, Building 2, Suite 100
Bridgeport WV 26330
My Commission Expires December 12, 2026

ALICIA D CRUZ Alicia D Cruz (L.S.)
DAUGHTER

STATE OF North Carolina COUNTY OF Union

The foregoing instrument was acknowledged before me this 9th day of March, 2024

My Commission expires: 11/16/2024 Dana C Kuhn

Notary Public

JON-MICHAEL OLIVERIO _____ (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____.

My Commission expires: _____ _____

Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

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

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Cochran
Deputy Clerk

ALICIA D CRUZ _____ _____ (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____.

My Commission expires: _____ _____

Notary Public

JON-MICHAEL OLIVERIO Jon Michael Oliverio (L.S.)
SON

STATE OF North Carolina COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 8th day of March, 2024

My Commission expires: 5 Nov 2028 Shreya Allen

Notary Public

SHREYA ALLEN NOTARY PUBLIC My Commission Expires November 5, 2028 MECKLENBURG COUNTY, NC

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

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

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Cochran
Deputy Clerk

BB

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

KATHERINE DIANE WAGNER,
EXECUTRIX OF THE ESTATE

REPORT OF CLAIMS
AND
FIRST ANNUAL SETTLEMENT

OF ///

CARL HENRY WAGNER, JR.,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Claims And First Annual Settlement of the accounts of Katherine Diane Wagner, Executrix of the Estate of Carl Henry Wagner, Jr., deceased, was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

(SEE ATTACHED ACCOUNTING)

United States of America

State of West Virginia *County of Harrison, ss:*

ESTATE OF CARL HENRY WAGNER JR, DECEASED

Social Security No: 232-68-8904 Date of Death: March 29, 2022

Report of Receipts, Disbursements and Distribution; Affidavit

filed by **KATHERINE DIANE WAGNER, EXECUTRIX** of the estate of CARL HENRY WAGNER JR, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:
Apr-Dec. 2022	Interest + Dividends, FFCU, Edward Jones	$2,076.00
6-2-2023	IRS Fed. refund 2022 1qtr.	315.00
9.18.2023	WV State refund 2022 1qtr.	163.05
Jan-Dec. 2023	Interest + Dividends FFCU, Edward Jones	2,880.00
	TOTAL RECEIPTS:	$5,434.05

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
5-11-2022	Ross Funeral Home - Dad, not covered in pre-plan	$521.19
5/2022-12/2023	Greer Law Offices - legal	$712.50
9-29-22	Marion Co. Sheriff - prop tax 2 cars owned in 2021	403.28
6-9-22	Ross Funeral Home + Grandview Mem Gardens - Mary	9,372.48
5-2022	Court filing fees	56.00
10-12-2022	Marion Co. Sheriff - Prop tax MR2021, 1/2 2022	218.09
3-22-2024	Baker Tilly - Estate tax returns filed	750.00
3-25-2024	West + Jones - Fiduciary fees	339.00
3-26-2024	K. Wagner - Executor fee	22,000.00
	TOTAL DISBURSEMENTS:	$34,372.54

DISTRIBUTION:

KATHERINE DIANE WAGNER 95 NEWTON STREET, BRIDGEPORT, WV 26330	DAUGHTER	$30,500.00 CASH
CARLA SUE WAGNER (COTRILL) COTTRELL 95 NEWTON STREET, BRIDGEPORT, WV 26330	DAUGHTER	30,500.00 CASH
DONALD JOSEPH HAUGHT ~~RT. 1, BOX 142,~~ RIVESVILLE, WV 26588 399 Robinson Run Road	STEPSON	30,500.00 CASH
JEFFREY L HAUGHT ~~130~~ 8 PERRY AVENUE, MORGANTOWN, WV 26505 1308	STEPSON (A/R +256,125.69 Debt owed to Estate)	90,000.00 Debt
JAMES BRADLEY HAUGHT P.O. BOX 476, ANMOORE, WV 26323	STEPSON	30,500.00 CASH
JASON L HAUGHT ~~152 TOOTHMAN RUN ROAD, RIVESVILLE, WV 26588~~ P.O. Box 388 Fairview, WV 26570-0388	STEPSON Debt to estate forgiven	72,182.13 Debt

TOTAL DISTRIBUTION: $284,182.13

Jeff must repay loan amount of $256,125.69 IN order for remaining beneficiaries to receive their total share of $90,000.00 EACH.

See enclosed distribution chart

AFFIDAVIT:

Katherine D Wagner 3-26-2024
Date

KATHERINE DIANE WAGNER, EXECUTRIX
95 NEWTON STREET
BRIDGEPORT WV 26330

STATE OF West Virginia

COUNTY OF Harrison, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared KATHERINE DIANE WAGNER, EXECUTRIX of the Estate of CARL HENRY WAGNER JR deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 26th day of March, 2024, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Executor/rix through the 26th day of March, 2024.

The foregoing instrument was acknowledged before me this 26th day of March, 2024.

My Commission expires: 9-29-2025. Merle J. Ferree
Notary Public

OFFICIAL SEAL
Merle J Ferree
Notary Public
State of West Virginia
My Commission Expires
September 29, 2025
1464 LAKE FLOYD CIRCLE
BRISTOL, WV 26426

Estate of Carl H Wagner Jr.
DOD 3/29/2022

Car (sold to Chen Ford)	$	29,800.00	
Cash in Bank & Investments	$	100,929.32	
Total Liquid Assets	$	130,729.32	
Receivables			
Jeff Haught	$	341,056.15	
Brad Haught	$	28,236.20	
Jason Haught	$	72,182.13	
Total Receivables	$	441,474.48	
Total Estate Value	$	572,203.80	
Income			
Dad's Inc Tax Refund 2023	$	478.05	
2022 Interest & Dividends	$	2,076.00	
2023 Interest & Dividends	$	2,880.00	
Total Income	$	5,434.05	
Expenses			
Dad's Funeral Exp.	$	521.19	
Mary's Funeral Exp.	$	9,372.48	
Attorney Fees (to date)	$	712.50	
Accounting Fees (to date)	$	750.00	
Fiduciary Fees	$	339.00	
Court Fees	$	56.00	
Property Taxes (Cars, MR 2022)	$	621.37	
Exectutor Fee	$	22,000.00	
Total Expenses as of 3/30/24	$	34,372.54	
Expenses TBP (estimated)			
Attorney	$	1,250.00	
Accounting Tax Returns	$	750.00	
Taxes & Fees (recover MR)?	$	1,250.00	
IRS close fee	$	85.00	
Reserve for Pending Exp.	$	3,335.00	*
			1/6th share
Balance for Distribution	$	539,930.31	$ 89,988.39

* Any balance once everything is settled will be equally distributed.
If remaining balance is less than $1,000.00, it will be donated to charity in estate name.

Beneficiaries of Carl H Wagner Jr.

	Joe	Jeff	Carla	Kathy	Brad	Jason	TOTALS		
1/6 of Estate Share	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 540,000.00		
Debt Owed to Estate at death		$ (341,056.15)			$ (28,236.20)	$ (72,182.13)	$ (441,474.48)	1	
Balance of Inheritance	$ 90,000.00	$ (251,056.15)	$ 90,000.00	$ 90,000.00	$ 61,763.80	$ 17,817.87		2	
Accumulated interest 3/31/24		$ (5,069.54)							
Distributions 2024	$ 30,500.00	$ -	$ 30,500.00	$ 30,500.00	$ 2,263.80	$ -	$ 93,763.80	3	Paid 3/25/24
Remaining Balance To Be Paid	$ 59,500.00	$ (256,125.69)	$ 59,500.00	$ 59,500.00	$ 59,500.00	$ 17,817.87		4	
	23.25%	**NEED TO COLLECT IN ORDER TO SETTLE ESTATE**	23.25%	23.25%	23.25%	7.0%	100%	5	

1 Loan values are as of date of death.
2 Distibution of estate is after credit for loans due.
3 Distribution of available cash. Calculated to leave 4 of 5 beneficiaries due the same amount. Jason's is lower because he owed more than Brad but less than his 1/6 share.
4 Jeff must repay his balance plus accruing interest in order to make other 5 beneficiaries whole.
5 Jeff's repayment will be distributed until all beneficiaries are paid in full. Payments to Jason will begin when other 4 have been equally paid down to Jason's balance.

Loan to Jeff Haught from Carl Wagner Jr. (Estate)

Compounding Period: Monthly

Nominal Annual Rate: 1.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/09/2021	340,000.00	1		
2	Payment	03/31/2022	0.00	1		
3	Payment	03/31/2022	90,000.00	1		
4	Payment	12/31/2022	0.00	1		
5	Payment	12/31/2023	0.00	1		
6	Payment	03/31/2024	256,125.69	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/09/2021				340,000.00
2021 Totals		**0.00**	**0.00**	**0.00**	
1	03/31/2022	0.00	1,056.15	-1,056.15	341,056.15
2	03/31/2022	90,000.00	0.00	90,000.00	251,056.15
3	12/31/2022	0.00	1,889.21	-1,889.21	252,945.36
2022 Totals		**90,000.00**	**2,945.36**	**87,054.64**	
4	12/31/2023	0.00	2,541.08	-2,541.08	255,486.44
2023 Totals		**0.00**	**2,541.08**	**-2,541.08**	
5	03/31/2024	256,125.69	639.25	255,486.44	0.00
2024 Totals		**256,125.69**	**639.25**	**255,486.44**	
Grand Totals		**346,125.69**	**6,125.69**	**340,000.00**	

ANNUAL PERCENTAGE RATE	**FINANCE CHARGE**	**Amount Financed**	**Total of Payments**
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
0.999%	**$6,125.69**	**$340,000.00**	**$346,125.69**

Loan to Jason Haught from Carl Wagner Jr. (Estate)

Compounding Period: Monthly

Nominal Annual Rate: 1.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/30/2021	72,000.00	1		
2	Payment	03/31/2022	72,182.13	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/30/2021				72,000.00
2021 Totals		**0.00**	**0.00**	**0.00**	
1	03/31/2022	72,182.13	182.13	72,000.00	0.00
2022 Totals		**72,182.13**	**182.13**	**72,000.00**	
Grand Totals		**72,182.13**	**182.13**	**72,000.00**	

ANNUAL PERCENTAGE RATE	**FINANCE CHARGE**	**Amount Financed**	**Total of Payments**
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
1.015%	**$182.13**	**$72,000.00**	**$72,182.13**

Loan to Brad Haught from Carl Wagner Jr. (Estate)

Compounding Period: Monthly

Nominal Annual Rate: 1.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/27/2021	30,000.00	1		
2	Payment	01/03/2022	262.81	1		
3	Payment	02/01/2022	265.00	1		
4	Payment	03/07/2022	262.81	1		
5	Payment	03/31/2022	0.00	1		
6	Rate Change	03/31/2022	Rate: 0.000 % Compounding: Monthly			
7	Payment	04/06/2022	262.81	1		
8	Payment	05/04/2022	262.81	1		
9	Payment	06/03/2022	262.81	1		
10	Payment	08/19/2022	262.81	1		
11	Payment	12/31/2022	28,236.20	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/27/2021				30,000.00
2021 Totals		**0.00**	**0.00**	**0.00**	
1	01/03/2022	262.81	5.75	257.06	29,742.94
2	02/01/2022	265.00	23.63	241.37	29,501.57
3	03/07/2022	262.81	29.44	233.37	29,268.20
4	03/31/2022	0.00	19.24	-19.24	29,287.44
Rate Change	03/31/2022		0.00	0.00	29,287.44
		Rate: 0.000 % Compounding: Monthly			
5	04/06/2022	262.81	0.00	262.81	29,024.63
6	05/04/2022	262.81	0.00	262.81	28,761.82
7	06/03/2022	262.81	0.00	262.81	28,499.01
8	08/19/2022	262.81	0.00	262.81	28,236.20
9	12/31/2022	28,236.20	0.00	28,236.20	0.00
2022 Totals		**30,078.06**	**78.06**	**30,000.00**	
Grand Totals		**30,078.06**	**78.06**	**30,000.00**	

Your Commissioner certifies that pursuant to the requirements of the West Virginia Code, as amended, the County Commission appointed the 4th day of October, 2022, as the time and place for the presentation of claims against said estate and that it gave notice thereof to the creditors and beneficiaries of said estate by publication in the Clarksburg Exponent-Telegram on the 3rd and 10th days of August, 2022, the time so fixed being according to law; and that no claims have been filed against the estate.

Your Commissioner certifies that the estate was referred to him as Fiduciary Commissioner on or about the 27th day of June, 2022.

Your Commissioner certifies that the name of Katherine Diane Wagner, Executrix of the Estate of Carl Henry Wagner, Jr., deceased, was included in a list of fiduciaries whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 8th and 15th days of May, 2024, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia as required by law.

Whereupon, your Commissioner proceeded to make up this Report, in manner and form as prescribed by the West Virginia Code, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and First Annual Settlement of the accounts of said fiduciary; that the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; that ten (10) days having elapsed since said notice was given, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this the 21st day of May, 2024.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia **County of Harrison, ss:**

Report of Receipts, Disbursements and Distribution; Affidavit Notice

This day KATHERINE DIANE WAGNER reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of CARL HENRY WAGNER JR, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 22nd day of May, 2024 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Report of Receipts, Disbursements and Distribution; Affidavit, was this day admitted to record therein.

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

John R Spires
Clerk of the Harrison County Commission

B4

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

JEFFERSON ALLEN MASON,
EXECUTOR OF THE ESTATE

REPORT OF CLAIMS
AND
WAIVER OF FINAL SETTLEMENT

OF ///

ANNA MAXINE MASON,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Anna Maxine Mason,** deceased.

Your Commissioner, who has before him the Affidavit and Waiver of Final Settlement which is duly signed and notarized by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of Anna Maxine Mason,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That this estate was referred to Norman T. Farley, Fiduciary Commissioner, on **November 1, 2023**; that your Commissioner approved the appraisement of said estate and caused the same to be recorded in the Office of this Commission; and a copy was forwarded to the Tax Commissioner for West Virginia; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code, as amended, the **4th day of February, 2024**, was appointed by the County Commission as the day to receive on or before that date proofs of claim against said estate at your Commissioner's law office located at 917 W. Main Street, Bridgeport, West Virginia 26330, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **6th and 13th days of December, 2023**; and,

That there were no contingent or unliquidated claims or claims not matured against said estate that were presented to or proven before your Commissioner, and that no necessity exists to reserve any funds in the hands of the personal representative to meet the same; and,

That your Commissioner has concluded the hearing and thereafter said personal representative submitted the attached Affidavit and Waiver of Final Settlement duly executed by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of Anna Maxine Mason**, deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended; and

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **8th and 15th days of May, 2024**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication, your Commissioner proceeded to make this final Report for the settlement of the accounts of said personal representative.

This Report and attached Affidavit and Waiver of Final Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **Jefferson Allen Mason, Executor of the Estate of Anna Maxine Mason, deceased**.

GIVEN under my hand this 21st day of May, 2024.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,JEFFERSON ALLEN MASON, personal representative(s) in the estate of ANNA MAXINE MASON after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

JEFFERSON ALLEN MASON — Jefferson Allen Mason (L.S.)
EXECUTOR

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 24 day of April, 2024

My Commission expires: Dec 8, 2025 Casey Blake
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Casey Blake
Harrison County Clerks Office
229 S 3rd St.
Clarksburg, WV 26301
My Commission Expires 12/08/2025

JEFFERSON ALLEN MASON — Jefferson Allen Mason (L.S.)
SON

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 24 day of April, 2024

My Commission expires: Dec 8, 2025 Casey Blake
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Casey Blake
Harrison County Clerks Office
229 S 3rd St.
Clarksburg, WV 26301
My Commission Expires 12/08/2025

THOMAS GLENN MASON — (L.S.)
SON

STATE OF Minnesota COUNTY OF Olmsted

The foregoing instrument was acknowledged before me this 11th day of April, 2024

My Commission expires: Jan 31, 2026 Julie L. Newman
Notary Public

JULIE L. NEWMAN
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

TIMOTHY PATRICK MASON (L.S.)
SON

STATE OF Florida COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11 day of March, 2024.

My Commission expires: 02/20/28

Notary Public

ELIANYS MARTINEZ MARTINEZ
Notary Public
State of Florida
Comm# HH494798
Expires 2/20/2028

Please note for dates of death on July 1, 2021 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

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

John R Spires
Clerk of the Harrison County Commission

By _____
Casey Blake
Deputy Clerk

B5

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

BEVERLY JANE CONNOR, CO-ADMINISTRATOR
CATHERINE ELAINE EVERITT, CO-ADMINISTRATOR

OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

LUELLA JANE EVERITT, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Waiver of Final Settlement** was filed by the Administrator of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that this estate was referred to him on the 6th day of March, 2024, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 7th day of January, 2024, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 8th and 15th days of November, 2023, the time so fixed being according to law; and that at the end of business hours on the 7th day of January, 2024, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Beverly Jane Connor and Catherine Elaine Everitt, Co-Administrators of the estate of Luella Jane Everitt, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was

published once on the 3rd day of May, 2024, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 8TH day of MAY, 2024.

Robert L. Greer
Fiduciary Commissioner

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,CATHARINE ELAINE EVERITT,BEVERLY JANE CONNOR, personal representative(s) in the estate of LUELLA JANE EVERITT after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

CATHARINE ELAINE EVERITT Catharine Elaine Everitt (L.S.)
CO EXECUTRIX

STATE OF West Virginia COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of April, 2024.

My Commission expires: March 10, 2029 Maureen L. Noell-Carpenter
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Michelle L Noell-Carpenter
55 Industrial Park Road
Belington, WV 26250
My Commission Expires March 10, 2029

BEVERLY JANE CONNOR Beverly Jane Connor (L.S.)
CO EXECUTRIX

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 9 day of April, 2024.

My Commission expires: ~~Dec 15 2026~~ Courtney Thomas
Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
COURTNEY THOMAS
124 Palmer Road
Lost Creek WV 26385
My Commission Expires Dec. 15, 2026

Testementary trust of Luella J. Everitt
~~THE GEORGE TIMOTHY EVERITT TRUST~~ Catharine Elaine Everitt (L.S.)
BENEFICIARY

STATE OF West Virginia COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of April, 2024.

My Commission expires: March 10, 2029 Maureen L. Noell-Carpenter
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Michelle L Noell-Carpenter
55 Industrial Park Road
Belington, WV 26250
My Commission Expires March 10, 2029

SUSAN DIANE ISENBERG (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 22nd day of April, 2024.

My Commission expires: Feb. 26 2029

Official Seal
Notary Public, State of West Virginia
Teresa Losh
BC Bank Inc
1105 Buckhannon Pike
Nutter Fort, WV 26301
My Commission Expires February 26, 2029

Notary Public

CARLA KAY HIGGINBOTHAM (L.S.)
DAUGHTER

STATE OF WestVirginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11 day of April, 2024.

My Commission expires: May 14 2026

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Carrie A. Kovalck
527 Medical Park Drive
Bridgeport WV 26330
My Commission Expires May 14, 2026

Notary Public

BEVERLY JANE CONNOR (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 15th day of April, 2024.

My Commission expires: March 11, 2026

OFFICIAL SEAL
Notary Public, State of West Virginia
AMANDA MCCLAIN
2126 Hamill Ave.
Clarksburg, WV 26301
My Commission Expires March 11, 2026

Notary Public

CATHARINE ELAINE EVERITT (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of April, 2024.

My Commission expires: March 10, 2029

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Michelle L Noell-Carpenter
55 Industrial Park Road
Belington, WV 26250
My Commission Expires March 10, 2029

Notary Public

JANET LAVAUGHN EVERITT (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 9th day of April, 2024.

My Commission expires: Feb. 26, 2029

Official Seal
Notary Public, State of West Virginia
Teresa Losh
BC Bank Inc
1105 Buckhannon Pike
Nutter Fort, WV 26301
My Commission Expires February 26, 2029

Notary Public

GEORGE TIMOTHY EVERITT (L.S.)
SON

STATE OF West Virginia COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of April, 2024.

My Commission expires: March 10, 2029 Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Michelle L Noell-Carpenter
55 Industrial Park Road
Bellington, WV 26250
My Commission Expires March 10, 2029

Rec 3-10-2029

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

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

John R Spires
Clerk of the Harrison County Commission

By _____
Casey Blake
Deputy Clerk

B4

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINA

ROBERT G. MATHENY, SHERIFF,
ADMINISTRATOR OF THE ESTATE

OF /// **REPORT OF CLAIMS**
AND
FINAL SETTLEMENT

JERRYL A. CHANDLER,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Claims and Final Settlement of the accounts of **Robert G. Mathey, Sheriff, Administrator of the Estate of Jerryl A. Chandler, deceased**, was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

SEE ATTACHED REPORT OF RECEIPTS,
DISBURSEMENTS AND DISTRIBUTION;
AFFIDAVIT

Your Commissioner certifies that pursuant to the requirements of West Virginia Code §44-2-2, as amended, he did appoint the **4th day of March, 2018**, at his law office in Bridgeport, West Virginia, as the time and place for the presentation of claims against said estate; that he gave notice thereof to the creditors and beneficiaries of said estate by publication in the Exponent-Telegram, on the **3rd** and **10th** days of **January, 2018**, the time so fixed being according to law.

Your Commissioner certifies that the name of **ROBERT G. MATHENY, SHERIFF, Administrator,** was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the **8th** and **15th** days of **May, 2024,** in the Clarksburg Exponent-Telegram, as required by West Virginia Code §44-4-9, as amended.

Your Commissioner further reports that the prior Administrator was removed by Order of the Commission entered on June 3, 2019, and said Administrator qualified on **4th** day of **June, 2019,** and at the end of business hours on the **4th** day of **March, 2018**, said proceedings were formally closed, and at the time of the closing of said hearing, two proofs of claim had been filed against said estate, both of which claims have been paid and satisfied in full. On or about the **10th** day of **April, 2024**, said Administrator appeared before your Commissioner and exhibited a statement of all assets which he had received or become chargeable with or had disbursed from the date of his qualification down to and including the **1st** day of **April, 2024**.

Whereupon, your Commissioner proceed to make up this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Final Settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested or their attorneys and that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication being been made on the **8th** and **15th** days of **May, 2024**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia; that the report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by West Virginia Code §44-4-15, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Your Commissioner further reports that there are no contingent or unliquidated claims or claims not matured against said estate and that no necessity exists to reserve any funds in the hands of said Administrator to meet the same; and that said Administrator has paid all administration expenses and other claims allowed against said estate and having fully completed and discharged his duties as such Administrator, leaving nothing more for him to do, this Report and settlement is also filed as a final settlement of the accounts of **Robert G. Matheny, Sheriff, Administrator of the Estate of Jerryl A. Chandler, deceased.**

Given under my hand this the 21st day of May, 2024.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia

County of Harrison, ss:

ESTATE OF JERRYL A CHANDLER, DECEASED

Social Security No: 579-54-3807 Date of Death: 11/6/2017

Report of Receipts, Disbursements and Distribution; Affidavit

filed by ROBERT MATHENY, SHERIFF ADMINISTRATOR of the estate of JERRYL A CHANDLER, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income, Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:
	Closed Personal Bank Acct.	$99,416.91
	Refund att. retainer fee	$1051.00
	Restitution paid by Derrick	$511.85
	TOTAL RECEIPTS:	$105,928.76

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
	Susan Thomas County Clerk	$11.00
	Bradley Chueci Claim	$1600.00
	Barnett & Dobbins	$371.38
	John Spices County Clerk	$12.00
	Duplicate Title	$15.00
1489	Sheriff Commission	$5055.98
1490	Norman Farley Fiduciary	$1224.00
1491	John Spires Final Settlement	$12.00
	TOTAL DISBURSEMENTS:	$11,101.36

DISTRIBUTION:

DERRICK CHANDLER 15030 PEOPLE DRIVE, SAN ANTONIO, TX 78253	SON	~~0~~
JERRYL A CHANDLER JR 2403 TERRETT AVE, ALEXANDRIA, VA 22301-1148	SON	23,706.85
SHANNON CHANDLER 6024 DERBY HILL DRIVE, PORT WASHINGTON MD 20744	DAUGHTER	23,706.85
CHERYL CHANDLER 723 ~~227~~ HATFIELD COURT, WALDORF, MD 20602-2841	DAUGHTER	23,706.85
PATRICK ALLEN CHANDLER ~~1910 SE COUNTY RD, MILWAUKIE, OR 97222~~ 603 12th St Oregon City, OR 97045	SON	23,706.85

TOTAL DISTRIBUTION: 94,827.40

Administrator 2010
3/21/2024

Date	Num	Transaction	Payment	C	Deposit	Balance
6/4/2019	1297	Susan Thomas, County Clerk cat: miscellaneous memo: qualify Chandler	11.00			-11.00
6/10/2019		Deposit cat: income memo: closed acct. beginning balance for jerryl chandler			99,465.91	99,454.91
10/3/2019	1307	Bradley Chucci cat: miscellaneous memo: claim against chandler estate	1,600.00			97,854.91
7/29/2020	1379	BENNETT & DOBBINS PLLC cat: miscellaneous memo: CHANDLER ESTATE ACCOUNTING	3,171.38			94,683.53
1/10/2023	1451	Dmv cat: miscellaneous memo: duplicate title Chandler	15.00			94,668.53
1/12/2023	1452	John Spires, County Clerk cat: miscellaneous memo: amended appraisement Chandler	12.00			94,656.53
2/15/2023		Deposit cat: Partial Refund memo: Greer Law Office retainer fee Chandler Estate			1,051.00	95,707.53
7/25/2023		Deposit cat: income memo: Derrick Chandler 1st restitution ck			600.00	96,307.53
3/21/2024		Deposit cat: miscellaneous memo: Derrick Chandler restitution			4,811.85	101,119.38
3/21/2024	1489	Sheriff & Treasurer cat: Commission memo: Chandler	5,055.97			96,063.41
3/21/2024	1490	Norman Farley cat: miscellaneous memo: Fidicuary Chandler	1,224.00			94,839.41
3/21/2024	1491	John Spires, County Clerk cat: miscellaneous memo: Chandler Final Settlement	12.00			94,827.41

AFFIDAVIT:

Robert G. Mathey, Sr. 4/1/24
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Robert G Mathey, Sr., Administrator of the Estate of Jerry L Chandler, deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 1 day of April, 2024, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/trix through the 1 day of April, 2024

The foregoing instrument was acknowledged before me this 1 day of April, 2024

My Commission expires: February 10 2029 Joni P Childers
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Joni P Childers
Sheriff & Treasurer of Harrison County
229 South 3rd Street
Clarksburg WV 26301
My Commission Expires February 10, 2029

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

I, John R. Spires, Clerk of the Harrison County Commission of said County, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this ____ day of _____, _____.

_____ By _____

John R. Spires
Clerk of the Harrison County Commission

Estate: _____
Lands/Debtors

B7

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

BOBBY WILSON, EXECUTOR/ADMINSTRATOR OF THE ESTATE OF GLENDA GAIL WILSON	REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Bobby Wilson, Executor/Administrator, and all known heirs and distributes of the estate of Glenda Gail Wilson, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 22nd day of April 2024.

James Varner

Fiduciary Commissioner

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ESTATE OF GLENDA G. WILSON

AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT

State of West Virginia
County of Harrison, To-Wit:

WHEREAS, *West Virginia Code* § 44-2-29 (the "Act") provides that a final settlement may be waived by a waiver containing an affidavit made by the personal representative of an estate and signed by every beneficiary; and

WHEREAS, Glenda G. Wilson ("the Decedent") died intestate on the 12th day of December, 2021, a resident of Harrison County, West Virginia; and

WHEREAS, Bobby Wilson is the duly qualified and acting Administrator of the Decedent's Estate ("the Estate"); and

WHEREAS, pursuant to the Act, Bobby Wilson, the Administrator of the Estate and each of the beneficiaries of the Estate desire to waive a final settlement of the Estate.

NOW, THEREFORE, after being first duly sworn, Bobby Wilson, Administrator of the Estate, deposes and says that:

1. A Release of Lien for West Virginia Estate Tax for the Estate was not required to be filed with the Office of the Clerk of the County Commission of Harrison County;

2. More than sixty (60) days have elapsed since the filing of any notice required by the provisions of *West Virginia Code* § 44-2-2 regarding the proof and allowance of claims against the Estate;

3. The time for filing claims against the Estate has expired;

4. No known and unpaid claims exist against the Estate; and

5. The beneficiaries of the Estate have been advised of the share to which each is entitled from the Estate and do hereby join with the Executor of the Estate in the signing of this Waiver of Final Settlement of the Estate.

Bobby R Wilson Jr

Bobby Wilson, Administrator
of the Estate of Glenda G. Wilson

State of West Virginia

County of Harrison, To-Wit:

I, Christine L. Mizia a Notary Public of Harrison County, State of West Virginia, do hereby certify that Bobby Wilson, as Administrator of the Estate of Glenda G. Wison, whose name is signed on the foregoing Affidavit and Waiver of Final Settlement, has on this the 5th day of April, 2024, signed and acknowledged the same before me in my said County and State.

My Commission Expires: September 29, 2028

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Christine Mizia
504 Pike Frk
Salem, WV 26426
My Commission Expires September 29, 2028

Notarial Seal

Notary Public

Sandra L. Stire

Sandra L. Stire

State of West Virginia

County of Harrison, To-Wit:

I, Christine L. Mizia a Notary Public of Harrison County, State of West Virginia, do hereby certify that Sandra L. Stire, as Sister of the Estate of Glenda G. Wison, whose name is signed on the foregoing Affidavit and Waiver of Final Settlement, has on this the 5th day of April, 2024, signed and acknowledged the same before me in my said County and State.

My Commission Expires: September 29, 2028



(Notarial Seal)

Notary Public

Chad Wilson

State of West Virginia

County of Harrison, To-Wit:

I, Christine L. Mizia a Notary Public of Harrison County, State of West Virginia, do hereby certify that Chad Wilson, as heir to the Estate of Larry Amos Wilson, brother to Glenda G. Wilson, deceased, whose name is signed on the foregoing Affidavit and Waiver of Final Settlement, has on this the 5th day of April, 2024, signed and acknowledged the same before me in my said County and State.

My Commission Expires: September 29, 2028

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Christine Mizia
1904 Pike Frk
WV 26426
My Commission Expires September 29, 2028

Notarial Seal

Notary Public

Laura Wilson

Laura Wilson

State of West Virginia

County of Harrison, To-Wit:

I, Vicki Reeves, a Notary Public of Harrison County, State of West Virginia, do hereby certify that Laura Wilson, as heir to the Estate of Larry Amos Wilson, brother to Glenda G. Wilson, deceased, whose name is signed on the foregoing Affidavit and Waiver of Final Settlement, has on this the 5th day of April, 2024, signed and acknowledged the same before me in my said County and State.

My Commission Expires: April 24, 2028

(Notarial Seal)

Vicki Reeves

Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
Vicki Reeves
49 Hickory View Way, Apt. 103
Shinnston, WV 26431
My commission expires April 24, 2028

Jill Wilson Davis

State of West Virginia

County of Harrison, To-Wit:

I, Christine L. Mizia a Notary Public of Harrison County, State of West Virginia, do hereby certify that Jill Wilson Davis, as Niece of the Estate of Glenda G. Wison, whose name is signed on the foregoing Affidavit and Waiver of Final Settlement, has on this the 5th day of April, 2024, signed and acknowledged the same before me in my said County and State.

My Commission Expires: September 29, 2028

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Christine Mizia
Salem, WV 26426
My Commission Expires September 29, 2028

Notarial Seal

Notary Public

B8

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

MICHAEL LEO ALLEN, EXECUTOR/ADMINSTRATOR OF THE ESTATE OF NELLA A. GRIBBLE	REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Michael Leo Allen, Executor/Administrator, and all known heirs and distributes of the estate of Nella A. Gribble, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 14th day of MAY 2024.

James A. Varner

Fiduciary Commissioner

United States of America

State of West Virginia **County of Harrison, ss:**

ESTATE OF NELLA A GRIBBLE, DECEASED

Social Security No: 232-3[illegible]-3182 Date of Death: October 24, 2023

Report of Receipts, Disbursements and Distribution; Affidavit

filed by **MICHAEL LEO ALLEN, EXECUTOR** of the estate of NELLA A GRIBBLE, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:
	See Attachment A	

TOTAL RECEIPTS:

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
	See Attachment B	

TOTAL DISBURSEMENTS:

Estate of Nella A. Gribble Deceased

Attachment A. To Report of Receipts, Disbursements & Distributions Affidavit

Receipts:

Date Received	Source	Amount
10/30/23	Misc. Cash	50.68
11/16/23	Lincoln Life Ins Co	301.74
12/5/23	State Farm Life Ins	3,409.18
12/11/23	Sale of Automobile - Chenowith Ford	8,550.00
12/11/23	Sale of 153 Hall St., with all contents. Net proceeds escrowed.	190,842.78
12/12/23	Nationwide IRA 2023 RMD	439.57
12/15/23	State Farm Supplemental Life Ins	16,310.02
12/15/23	State Farm Supplemental Life Ins	2,416.56
12/22/23	Nationwide IRA balance	3,596.86
1/2/24	Proceeds from Sale of Ring	175.00
1/2/24	Misc. coins	0.22
1/2/24	Chase IRA	2,003.00
1/5/24	Chase IRA	3,215.38
1/5/24	Sale of Household items excluded from 12/12/23 residence sale	945.00
1/8/24	Sale of pitcher	15.00
1/8/24	Huntington Bancshares Dividend	293.57
1/8/24	AGI IRA RMD	616.87
1/8/24	Midland Life Ins. IRA RMD	7,183.51
1/9/24	Refund of Newspaper Subscription	9.10
1/9/24	Exxon Mobile Dividend	334.40
1/9/24	Refund State Farm Homeowner's Ins	256.89
1/9/24	Refund Dominion Energy - home utility	7.41
1/9/24	Dominion Energy dividend	909.60
1/19/24	Refund State Farm Automobile Insurance	175.22
1/29/24	AGI IRA	4,986.31
1/29/24	Symetra Life IRA	69,296.58
2/2/24	Refund Waste Management Home Utility	12.16
2/2/24	Midland National Life IRA	57,521.35
2/9/24	Loose Coins	7.50
2/9/24	Sale of Restaurant Gift Card	50.00
2/9/24	Sale of Ring	140.00
2/9/24	Sale of Rings	780.00
2/12/24	Interest Estate Account	234.21
2/29/24	Lincoln National Annuity	20,361.01
2/29/24	Interest Escrow Account	479.71
3/11/24	Exxon Mobile Dividend	334.40
3/11/24	Sale of Misc. Commemorative Coins	50.00
3/12/24	Interest Estate Account	579.86
3/29/24	Interest Escrow Account	648.20
4/2/24	HBAN Dividend	293.57
4/2/24	US Treasury 2023 Personal Income Tax Refund	1,154.00
4/11/24	Interest Estate Account	638.75
4/22/24	Broadridge Fractional Share of Dominion Proceeds	1.80
4/22/24	B E Rogers Farm Lease Proceeds	50.00
4/27/24	Sale of Ring	300.00
4/30/24	Interest Escrow Account	629.42
5/3/24	State of WV 2023 Personal Income Tax Refund	350.00
5/3/24	Huntington Bank IRA	12,964.81
5/3/24	Sale of Exxon Mobile Stock	40,662.65
5/3/24	Sale of Huntington Bancshares Stock	26,127.21
5/3/24	Sale of Dominion Energy Stock	70,675.60
	Total Receipts:	**551,386.66**

Total Receipts Will Increase With Interest Earned Through Date Checks are Written to Heirs.

Estate of Nella A. Gribble Deceased

Attachment B. To Report of Receipts, Disbursements & Distributions Affidavit

Disbursements:

Date Paid:	Payable to:	Amount:
11/8/23	Huntington Bank - Checks	40.32
12/6/23	David Hyre - Lawn Care	75.00
12/6/23	Harrison County EMS	183.46
12/6/23	Pharmacy Solutions	289.46
12/7/23	Crestview Manor Healthcare	307.54
12/8/23	Harrison County Clerk	12.00
12/13/23	Prescription Lawn Care	32.64
1/9/24	Reimburse Mike Allen 153 Hall St. - air fresheners	11.24
1/9/24	Reimburse Mike Allen Harrison Co Clerk filing fees	51.00
1/9/24	Reimburse Mike Allen 153 Hall St. - Utilities	448.26
1/9/24	Reimburse Mike Allen - Amos Carvelli Funeral Home	574.70
1/9/24	Reimburse Mike Allen - Postage & Shipping	59.65
1/12/24	First Energy final bill 153 Hall St.	23.37
2/5/24	Grafton City Hospital	73.67
2/12/24	Lincoln National recapture of Nov 2023 payment	301.74
2/12/24	Reimburse Mike Allen - Postage & Shipping	23.70
2/20/24	Taylor Vandale Monument Co	294.30
2/23/24	Pharmacy Solutions	35.57
3/4/24	Personal Income Tax Filing - Tax Slayer	28.01
3/6/24	Reimburse Mike Allen - Postage & Shipping	2.72
3/12/24	Reimburse Mike Allen - Postage & Shipping	27.20
3/25/24	Varner & Van Volkenburg, PLLC - fiduciary fee	450.00
3/25/24	WVU Medicine	294.23
4/2/24	Harrison County Clerk	25.00
4/12/24	Roane County Clerk Estate Probate Filing Fees	55.00
4/26/24	Reimburse Mike Allen - Postage & Shipping	2.35
4/26/24	Radiological Physician Associates Inc	469.00
At Settlement	Michael Allen - Executor Estate Mileage Reimbursemen	468.33
At Settlement	Micheal Allen - Executor Estate Administration Fee	21,572.00
	Total Disbursements:	**26,231.46**

DISTRIBUTION:

LINDA ANN DODD FLUHARTY 5 KRISTIN PLACE, CHARLESTON, WV 25314	GODDAUGHTER	$20,000.00
ELIZABETH O'NEIL WOLFE FOX 6211 WESCOTT DRIVE, SUMMERFIELD, NC 27358	GODDAUGHTER	20,000.00
TRUSTEES OF STEALEY UNITED METHODIST CHURCH 521 MILFORD STREET, CLARKSBURG, WV 26301		20,000.00
JOHN MICHAEL VINYARD 424 DUNDEE LANE, CHESAPEAKE, VA 23322	NEPHEW	29,072.20
THOMAS KENT ALLEN 616 WEST 1ST AVE, DENVER, CO 80223-1530	NEPHEW	29,072.20
THEODORE GALE LUKAWECZ JR 1265 HAMMOCK BEACH ROAD, SWANSBORO, NC 28584	NEPHEW	29,072.20
DAVID BRUCE MOORE 8808 STONEGATE DRIVE, RALEIGH, NC 27615	NEPHEW	29,072.20
MICHAEL LEO ALLEN 534 AVALON DRIVE SE, WARREN, OH 44484	NEPHEW	29,072.20
DENNIS LEE ALLEN 613 ORCHARD DRIVE, RAVENSWOOD, WV 26164	NEPHEW	29,072.20
ANTHONY TODD ALLEN 114 WYNDHAM KNOB, PARKERSBURG, WV 26104	NEPHEW	29,072.20
BEVERLY ALLEN ZIMMER 106 PINEVIEW DRIVE, MARIETTA, OH 45750	NIECE	29,072.20
DEBORAH RAY MYERS 47446 STATE ROUTE 556, BEALLSVILLE, OH 43716	NIECE	29,072.20
DEBORAH ANN JOHNSON 117 SEAGULL ROAD, EMERALD ISLE, NC 28594	NIECE	29,072.20
PAULA IRENE LUKAWECZ STRICKLAND 124 CIRCLE DRIVE, JACKSONVILLE, NC 28540	NIECE	29,072.20
DONNA SUE MOORE 2675 CRAVEN STREET SW, SUPPLY, NC 28462	NIECE	29,072.20
SHERRI SUE HARDMAN ALLEN 7 HILLSDALE CIRCLE, SCOTT DEPOT, WV 25560	NIECE	29,072.20
ELIZABETH ANN PRICE 778 RANDOLPH ROAD, SPENCER, WV 25276	NIECE	29,072.20
JANET LYNN MCDONALD 1092 WASHINGTON GARDEN CIRCLE, WASHINGTON, WV 26181	NIECE	29,072.20
SONDRA KAY HALL 249 MULBERRY RIDGE, SPENCER, WV 25276	NIECE	29,072.20
	TOTAL DISTRIBUTION:	$525,155.20

AFFIDAVIT:

Michael Allen 5/4/24
Date

MICHAEL LEO ALLEN, EXECUTOR
534 AVALON DRIVE SE
WARREN OH 44484

STATE OF Ohio,

COUNTY OF TRUMBULL, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared MICHAEL LEO ALLEN, EXECUTOR of the Estate of NELLA A GRIBBLE deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report dated the 3rd day of May, 2024, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Executor/rix through the 3rd day of May, 2024.

The foregoing instrument was acknowledged before me this 4th day of MAY, 2024.

My Commission expires: 12/13/2026. Anne R. Beadling
Notary Public

ANNE R BEADLING - NOTARY PUBLIC
COMM EXP: DEC 13, 2026
STATE OF OHIO

United States of America

State of West Virginia **County of Harrison, ss:**

Report of Receipts, Disbursements and Distribution; Affidavit Notice

This day MICHAEL LEO ALLEN reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of NELLA A GRIBBLE, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 20th day of May, 2024 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Report of Receipts, Disbursements and Distribution; Affidavit, was this day admitted to record therein.

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

John R Spires
Clerk of the Harrison County Commission

B9

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

DEBORAH SUE DEMOSS AND MARILYN RENEE BLOSSER,
EXECUTORS/ADMINSTRATORS
OF THE ESTATE OF
JAMES ROSCOE BAILEY

REPORT OF CLAIMS
AND WAIVER OF
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Deborah Sue Demoss and Marilyn Renee Blosser, Executor/Administrator, and all known heirs and distributes of the estate of James Roscoe Bailey, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 22 day of April 2024.

James Varner

Fiduciary Commissioner

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,DEBORAH SUE DEMOSS,MARILYN RENEE BLOSSER, personal representative(s) in the estate of JAMES ROSCOE BAILEY after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

DEBORAH SUE DEMOSS Deborah Sue DeMoss (L.S.)
DAUGHTER

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 12 day of DECEMBER, 2023

My Commission expires: FEBRUARY 2, 2025

NOTARY PUBLIC
STATE OF WEST VIRGINIA
D. Andrew McMunn
Steele McMunn, PLLC
347 Washington Avenue
Clarksburg, WV 26301
My Commission Expires February 02, 2025

Notary Public

NINA ANNETTE BAILEY Nina Annette Bailey (L.S.)
DAUGHTER

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12 day of December, 2023

My Commission expires: September 2, 2026

NOTARY PUBLIC
STATE OF WEST VIRGINIA
Heather Kay Means
1522 Fairland Ave Clarksburg, WV 26301
My Commission Expires September 02, 2026

Heather Kay Means
Notary Public

MARILYN RENEE BLOSSER Marilyn Renee Blosser (L.S.)
DAUGHTER

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 12 day of DECEMBER, 2023

My Commission expires: FEBRUARY 2, 2025

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
D. Andrew McMunn
Steele McMunn, PLLC
347 Washington Avenue
Clarksburg, WV 26301
My Commission Expires February 02, 2025

Notary Public

KIMBERLY ANN MCCLAIN Kimberly Ann McClain (L.S.)
DAUGHTER

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12th day of December, 2023

My Commission expires: September 2, 2026 Heather Kay Means

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Heather Kay Means
1522 Farland Ave Clarksburg, WV 26301
My Commission Expires September 02, 2026

Notary Public

DEBORAH SUE DEMOSS Deborah Sue DeMoss (L.S.)
CO ADMINISTRATRIX CTA

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 12TH day of DECEMBER, 2023.

My Commission expires: FEBRUARY 2, 2025

NOTARY PUBLIC
STATE OF WEST VIRGINIA
D. Andrew McMunn
Steele McMunn, PLLC
347 Washington Avenue
Clarksburg, WV 26301
My Commission Expires February 02, 2025

Notary Public

MARILYN RENEE BLOSSER Marilyn Renee Blosser (L.S.)
CO ADMINISTRATRIX CTA

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 12TH day of DECEMBER, 2023

My Commission expires: FEBRUARY 2, 2025

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
D. Andrew McMunn
Steele McMunn, PLLC
347 Washington Avenue
Clarksburg, WV 26301
My Commission Expires February 02, 2025

Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

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

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Cochran
Deputy Clerk

B10

IN THE COUNTY COMMISSION OF HARRISON COUNTY

SECOND AND FINAL ACCOUNTING
THE ESTATE OF COLLEEN SUE SCOTT
7-1-23 to 3-31-24

NOREEN JUNE JETT, ADMINISTRATRIX
Appointed 6-16-2022

Assets in Estate as of 6-30-23

ESTATE ACCOUNT - HOME FEDERAL CREDIT UNION

Regular Share Account	5.00
Share Draft Account	265,285.07
	265,290.07

RECEIPTS

DATE	PAYOR	DESCRIPTION	AMOUNT
10/02/23	Key Bank	Additional distribution of inheritance from Uncle's Estate	18,983.50
10/24/23	Key Bank	Final distribution of inheritance from Uncle's Estate	81.35
TOTAL RECEIPTS:			**19,064.85**

DISBURSEMENTS

DATE	PAYEE	CHECK #	DESCRIPTION	AMOUNT
FROM ESTATE ACCOUNT				
08/08/23	June Jett		Statutory Administratrix Fee	(10,032.80)
08/16/23	Jackson Kelly PLLC	1002	Legal Fees	(116.20)
08/16/23	Jackson Kelly PLLC	1003	Legal Fees	(644.66)
11/02/23	James Roscoe Gum	1004	Partial Distribution	(60,000.00)
11/24/23	Herbert F. LeMasters SNT	1006	Partial Distribution	(60,000.00)
11/21/23	Jackson Kelly PLLC	1005	Legal Fees	(1,602.24)
12/20/23	Jackson Kelly PLLC	1007	Legal Fees	(1,334.16)
12/27/23	Noreen June Jett		Partial Distribution	(60,000.00)
03/12/24	Mountain State Pack & Ship	1009	UPS Charge for mailing partial distribution to CCT	(29.41)
03/13/24	CCT FBO Jennifer K. LeMasters	1008	Partial Distribution	(20,000.00)
TOTAL DISBURSEMENTS				**(213,759.47)**

RECAPITULATION

	Assets on Hand 6-30-23		265,290.07
	Receipts		19,064.85
	Disbursements		(213,759.47)
Assets remaining in estate as of 3/31/24			**70,595.45**

ASSETS REMAINING IN ESTATE AT 3/31/24

ASSET		AMOUNT
	ESTATE ACCOUNT - HOME FEDERAL CREDIT UNION	
	Regular Share Acct	5.00
	Share Draft Acct	70,590.45
		70,595.45
	Less Final Legal Bill & Fee for preparation of final 1041 for Estate	**(500.00)**
	Total Available for Distribution	**70,095.45**
	Proposed Final Distribution to Heirs	
	Jennifer K. LeMasters (to Special Needs Trust) - remainder of partial distribution	(40,000.00)
	Amount remaining after equalizing distribution to Jennifer's SNT	30,595.45
	James Roscoe Gum	(7,648.86)
	Noreen June Jett	(7,648.86)
	Herbert F. LeMasters (to Special Needs Trust)	(7,648.86)
	Jennifer K. LeMasters (to Special Needs Trust)	(7,648.86)

ESTATE OF COLLEEN SUE SCOTT

FINAL ACCOUNTING REPORT

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared, Noreen June Jett, Administratrix of the Estate of Colleen Sue Scott, deceased, who being by me first duly sworn, did depose and say:

1. That the foregoing Report is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administratrix of the Estate of Colleen Sue Scott from July 1, 2023 to March 31, 2024, and is the final accounting report of the Estate of Colleen Sue Scott.

2. Further Affiant Saith Not.

WITNESS my signature at this 3rd day of April, 2024.

Noreen June Jett

Noreen June Jett

Taken, subscribed and sworn to before the undersigned authority, this 3rd day of April, 2024.

My commission expires: August 10, 2027.

Rebecca Krehbiel

Notary Public

NOTARY PUBLIC OFFICIAL SEAL
Rebecca G. M. Krehbiel
State of West Virginia
My Commission Expires
August 10, 2027
JACKSON KELLY, PLLC
150 CLAY STREET, SUITE 500
MORGANTOWN, WV 26501

United States of America

State of West Virginia **County of Harrison, ss:**

Second Accounting Notice

This day NOREEN JUNE JETT reported to the Court a Second Accounting for the estate of COLLEEN SUE SCOTT, which Second Accounting was filed in the office of the Clerk of the Harrison County Commission on the 30th day of April, 2024 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Second Accounting, was this day admitted to record therein.

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

John R Spires
Clerk of the Harrison County Commission

C1

NORTH BEND
Promoting The Trail
RAILS TO TRAILS
FOUNDATION INC.

This letter is to give an update on projects along the North Bend Rail Trail as we head into spring and summer.

- We are awaiting approval from DOH to use leftover funds from the Comfort Station project at MM 14.1 for a picnic shelter, fire ring, animal resistant trash receptacle and cement work.
- The shelter at MM 66.6 east of Salem has been removed due to age and deteriorating condition. The Foundation is preparing a grant to replace the shelter and make other improvements at the site.
- This winter the Foundation received a grant from the Parkersburg Foundation for the purchase of five animal resistant trash receptacles. Some have replaced the old cans along the trail or been put at trail access points.
- At the end of Winter, the Foundation volunteers and trail crew redecked bridge #39 east of Petroleum.

Now for the priority projects planned for this year:

- We still need to redeck three bridges, two in Wood County (#48 & #49) and one in Doddridge County (#20) along with new railings on bridge # 23 in West Union.
- We are also planning on more trash receptacles along the trail.
- Due to heavy rains this spring we are also looking into ditching at problem areas along the trail.
- Grant match for ditching around Eaton Tunnel

We are asking for your help with these three projects and any amount helps! Just check the box beside the project you'd like your donation to go towards. Please mail your check to PO Box 206, Cairo, WV 26337. Thank you for your support of the North Bend Rail Trail!

☐ Bridge Redecking
☐ Trash Receptacles
☐ General Ditching
☐ Ditching at Eaton Tunnel

Kenneth Adams
Vice Chairperson, North Bend Rails-to-Trails Foundation, Inc.