Harrison County Commission Meeting
Wednesday, August 14, 2024
10:00 A.M.

The Harrison County Commission Meeting is held on the 3rd floor of the Harrison County General Services Building (229 South 3rd St.), if you are unable to attend in person, 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

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https://us02web.zoom.us/j/7628160712

Dial: 1-646-568-7788

Meeting ID: 762 816 0712

Passcode: 26301

Appointments:

10:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

10:05 A.M. --- Special Funding Request from the Johnstown Community Educational Outreach Service requesting $3,000 for the Johnstown Fair to help with Entertainment

10:10 A.M. --- Special Funding Request from United Hospital Center/ United Health Foundation requesting $15,000 for a Safe Haven Baby Box.

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices: (NONE)**
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for July 24, 2024
   - **B.** Regular Meeting Minutes for July 31, 2024
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   - **A.** Exonerations --- Exhibit A
   - **B.** Corrective Tickets --- Exhibit B
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 2008A - $855.50
8. **Review—Discuss—Consider** Future Plans for the Quiet Dell CCC Buildings
9. **Review—Discuss—Consider** Approving Contract with McKinley Architecture and Engineering for the Harrison County Animal Control Shelter
10. **Review—Discuss—Consider** Waiving 45 day waiting period for Greater Harrison PSD Water & Sewer Rates

11. **Review—Discuss—Consider** Allocating Remaining Funds from HC Improvement Opportunity for Fiscal Year 2023-2024 to building the new Animal Control Facility
12. **Review—Discuss—Consider** Service Agreement with AlignHR to Conduct an Employee Survey of all Employees of the E911 to Assess the Following Aspects typically associated with Human Resources Practices:
    - Communication – (with Supervisors, Among Departments, Overall)
    - Compensation – Obtain Employees' Perception about their Compensation
    - Job Satisfaction – Determine the Overall Level of Job Satisfaction among Employees
    - Respect – Assess the Level of Respect Employees have for each other Compared to the Level of Respect they have for Management
    - Retention – Conduct a Twofold Review of Retention Efforts: themes around why Former Employees left Ratings of the Likelihood of Employees Potentially Leaving
    - Work / Life Balance along with Stress and Work Pace – Obtain a Rating and Compare it to Other Report Data for the other Industries
    - Workplace Environment – Obtain Ratings on Items such as Safety, Resources Available, and Ascertain Employees' Perception of what they suggest could be Done to Improve the Workplace Environment
13. **Review—Discuss—Consider** Request to Travel for Pegi Bailey from Emergency Management to go to the Emergency Management Conference in Flatwoods, West Virginia on September 9, 10, & 11
14. **Review—Discuss—Consider** Resolution for the Approval and Adoption of the Hazard Mitigation Plan
15. **Review—Discuss-- Consider Budget Revisions**
    - **A.** General County
    - **B.** Vital Services
16. **Administrator's Report**
17. **Commissioner Comments – Questions**

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

- **A. Weekly Fiduciary Report from the County Clerk**
    1. July 31, 2024 through August 6, 2024
- **B. Monthly Fiduciary Commission Settlements: (NONE)**
- **C. Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service: (NONE)**

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 administrator --- Carol Sue Keavney (04-10-2024)
4. Regular Meeting Minutes for June 12, 2024

5. Creation of a Task Order issued consistent with the previously awarded “Harrison County Commission Rail Trail Project Management Services Request for Proposal” for review and capital planning/inventory management related to existing and anticipated developments in the Harrison County Rail Trail

10:05 AM

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: July 29, 2024

Organization Name: Johnstown Community Educational Outreach Service (CEOS)

Name and Title of Requester: Priscilla Swan, Treasurer

Mailing Address of Organization and Responsible Person:
143 Post Farm Rd. Lost Creek, WV 26385
If approved, this is where the check will be sent

Telephone: 304-627-6273 Fax: _____ E-mail: pswan.12345@gmail.com

FEIN# 556000942 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: $ 12,000

Dollar Amount REQUESTED - Grant: $ 3,000 Loan: $ _____

Was project funded previously by HCC? (Y) N If so, when 2023 ; 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: 2023 ; how much: $ 1,500
When: 2019 ; how much: $ 1,000
When: 2018 ; how much: $ 1,000

Purpose of request (one sentence): Entertainment

If for a fair/festival/event, give dates and location: Date: Sept. 13 + 14, 2024 Location: Johnstown

Describe the proposed activities with dollar amounts to be funded by this request:

90's with Eric	500.00
North Central	300.00
Breanna Meyer + Faith Danelle	100.00
Zona Hustler	900.00
Tiffani Green	300.00

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? Fair Flyer

(Name of Applicant) Johnstown CEOS 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) Johnstown CEOS, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Johnstown CEOS 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) Johnstown CEOS 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 Priscilla Swan, Treasurer **Date** 7-29-24

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: _____

(Revised 8/19/14)

1. Letter of tax exemption attached from John Wickline, Program Assistant

2. We do not have a board, but the officers are:

   Linda Williams, President
   208 Cole Mountain
   Lost Creek, WV 26385

   Dixie Smith, Vice President
   104 Bubby Lane
   Lost Creek, WV 26385

   Virginia Chapman, Secretary
   2196 Rooting Creek Rd.
   Lost Creek, WV 26385

   Priscilla Suan, Treasurer
   143 Post Farm Rd.
   Lost Creek, WV 26385

3. WV Division of Culture & History $1,485.00

4. Attached a statement from 2023 Fair

5. This is our only fundraiser which pays our bills (insurance, utilities, maintenance) for the entire year. The building is used by CEOS, Lion's Club, Senior Citizens, 4-H, Fire Department and community members for special events.

Streamlined Sales Tax Governing Board, Inc.

Streamlined Sales Tax Agreemen

Certificate of Exemption

Do not send this form to the Streamlined Sales Tax Governing Board.
Send the completed form to the seller and keep a copy for your records.

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. ☐ **Check if you are attaching the Multistate Supplemental form.**

2. WV **If not, enter the two-letter abbreviation** for the state under whose laws you are claiming exemption.

☐ Check if this certificate is for a **Single Purchase Certificate**. Enter the related invoice/purchase order # _____

3. Print or type

A. Name of purchaser
STATE OF WEST VIRGINIA DBA WEST VIRGINIA UNIVERSITY

B. Business address
ONE WATERFRONT PLACE, PO BOX 6005

City: MORGANTOWN | State: WV | Zip code: 26506

C. Purchaser's tax ID number
2211-0375

State of Issue: WV | Country of Issue: USA

D. If no tax ID number, enter one of the following: FEIN
55-6000842

E. Driver 's License Number/State Issued ID number

State of Issue

F. Foreign diplomat number

G. Name of seller from whom you are purchasing, leasing or renting

H. Seller's address

City | State | Zip code

4. Circle type of business

Purchaser's Type of business. Circle the number that best describes your business.

- ☐ 01 Accommodation and food services
- ☐ 02 Agriculture, forestry, fishing, hunting
- ☐ 03 Construction
- ☐ 04 Finance and insurance
- ☐ 05 Information, publishing and communications
- ☐ 06 Manufacturing
- ☐ 07 Mining
- ☐ 08 Real estate
- ☐ 09 Rental and leasing
- ☐ 10 Retail trade
- ☐ 11 Transportation and warehousing
- ☐ 12 Utilities
- ☐ 13 Wholesale trade
- ☐ 14 Business services
- ☐ 15 Professional services
- ☐ 16 Education and health-care services
- ☐ 17 Nonprofit organization
- ☑ 18 Government
- ☐ 19 Not a business
- ☐ 20 Other (*explain*) _____

5. Circle or check reason for exemption

Reason for exemption. Circle the letter that identifies the reason for the exemption.

- A ☐ Federal government (*Department*) _____
- B ☑ State or local government (*Name*) WEST VIRGINIA
- C Tribal government
- D Foreign diplomat #
- E ☐ Charitable organization # _____
- F ☐ Religious organization # _____
- G ☐ Resale # _____
- H ☐ Agricultural Production # _____
- I ☐ Industrial production/manufacturing # _____
- J ☐ Direct pay permit # _____
- K ☐ Direct Mail # _____
- L ☐ Other (*Explain*) _____
- M ☐ Educational Organization #

6. Sign here

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser	Print name here	Title	Date
Anjali B. Halabe	ANJALI HALABE	TREASURER	01/07/2022

Johnstown 69th Fair Report

Saturday, September 9, 2023

Grants:	
State of WV	$1,485.00
Harrison County Commission	$1,500.00
Sacred Heart Children's Foundation	$3,200.00
Total Grants	$6,185.00
Donations:	
Harrison County Bank	$1,300.00
Jim's Service Center	$200.00
Village Pharmacy	$250.00
HREA	$200.00
Lucy Hornor	$100.00
Supply Solutions	$400.00
Buckhannon Stockyards	$100.00
Skasiks	$50.00
Amos Carvelli	$100.00
Mike Ross	$100.00
Patt Boyle	$200.00
Kyle Johnson	$100.00
R.D. Wilson	$44.14
Davis-Weaver	$100.00
Brandon Hudkins	$100.00
Dan Cava Toyota	$100.00
Dr. McDonald	$50.00
Total Donations	$3,494.14
Donations to Building:	
Burnside Funeral Home	$100.00
T-Body	$100.00
H & M Motors	$100.00
Smith Veterinarian	$100.00
Jenkin's Ford	$200.00
Total donations	$600.00
Expenses:	
3/7 Quantum Rental - Games Deposit	$630.00
3/7 Quantum - Labor Deposit	$135.00
7/4 WV News Ad	$70.00
7/30 CBP-50 Signs & 100 pics	$110.00
8/11 CBP - Car Show & Signs	$155.00
8/30 WVRC - Radio Pack	$799.20
8/31 WPDX/AJG	$500.00
9/1 Virginia Chapman - Pork	$30.00

9/1 Bill Suan - Pork	$40.63
9/3 Sam's	$410.78
9/5 Veronica - Cleaned	$200.00
9/5 Linda Williams - Weiners	$221.53
9/5 Linda Williams - Dressing	$21.99
9/7 CBP - Programs	$150.00
9/7 P. Suan - Tablecloth, Mayo, Labels	$100.07
9/7 HCB - Change Order	$1,200.00
9/9 Linda Williams - Buns	$283.55
9/9 Quantum - Labor	$315.00
9/9 Quantum - 3 Games	$1,470.00
9/9 Greg Holden - Rock Climbing	$600.00
9/9 Richard Peters - Minutemen	$400.00
9/9 Danyella Fox - Face Painting	$400.00
9/9 Stephanie Sears - DJ	$200.00
9/9 Caleb Connolly	$450.00
9/9 Cody Eagle	$2,000.00
Jared Chapman - Corn Hole Reim.	$136.50
9/11 Larry Smith - Pork Ingredients	$132.00
WV News	$350.00
Total Expenses	$11,511.25
Deposit from fair/car show	$6,537.50
9/10 Bun Return & Judy	$196.38
9/12 Parkette bought weiners	$150.00
9/12 Museum	$10.00
9/24 Pop-Sarah DeWeese	$15.00
10/12 Plastic Wrap Return	$25.00
2/10 Livestock purchased pop	$70.00
Total Returns	$466.38
Profit or Loss	$5,771.77

70th Johnstown Community Fair

September 13-14, 2024

Friday, September 13, 2024:

Live Music by Tiffani Green, 4 p.m. – 7 p.m.
Flea Market/Bake Sale & Limited Menu

Saturday, September 14, 2024:

Car Show – Registration prior to show - $10 to register.
Car Show at 1:00 - Trophies awarded at 3 p.m.
Corn Hole Tournament - 11 a.m. at the Fire Department - $150 Grand Prize

FREE Kids Games & Facepainting (By Paint Misbehavin') **12-5 p.m.**

Featured games:

WV Mobile Gaming Theater
Obstacle Course 50' Toxic
Jump Whale Bounce House
Rock Climbing Wall
Bagging Gemstones

Entertainment:

80's with Eric – 11:30 – 1:30

North Central - 1:30 – 2:30 (Classic Rock)

Breanna Megan & Faith Danelle - 2:30 – 3:30 (Gospel)

Zona Hester - 3:30 – 5:30 (Country Music/Southern Rock)

Auction at 6 p.m.

FREE ADMISSION

(No electronic payments available – cash only)

Country Kitchen Menu serving 11 a.m. -5:45 p.m.

Museum 12-5

Fun for the whole family-bring your lawn chair and enjoy the day!

Located on the Johnstown Road, 5 miles southeast of Lost Creek and 4 miles west of Rt. 20.

10:10 AM

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: August 9, 2024

Organization Name: United Hospital Center / United Health Foundation

Name and Title of Requester: Lora Edgell, Director of Development

Mailing Address of Organization and Responsible Person:
327 Medical Park Drive, Bridgeport, WV 26330
If approved, this is where the check will be sent

Telephone: 681-342-1455 Fax: _____ E-mail: Lora.Edgell@wvumedicine.org

FEIN# 55-0621700 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: $ 20,000 * United Hospital Center will cover any additional costs.

Dollar Amount REQUESTED - Grant: $ 15,000 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): Safe Haven Baby Box

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:
The Safe Haven Box provides an anonymous option for parents to safely surrender their infants. This option gives mothers and innocent infants a better chance. The infant will go through a closed adoption and the parents free from prosecution.

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

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

(Name of Applicant) Lora Edgell 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) Lora Edgell, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Lora Edgell 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) Lora Edgell 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 L S Edgell **Date** 8/9/24

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: _____

UNITED HEALTH FOUNDATION
BOARD OF DIRECTORS – 2024

Mrs. Jennifer Lopez	**Mr. Matt Jenkins**
Ms. Lisa Lang	**Mr. Chark Sinsel**
Ms. Lisa Thrush	**Ms. Manzar Momen**
Mr. Zach Arnold	**Mr. Greg Hadjis**
Ms. Sarah McNeely	**Mr. Michael Malfregeot**
Jamie Chapman, Esq.	

Internal Revenue Service
District Director

Department of the Treasur

ATTACHMENT "B"

Date: APR 2 5 1983

Employer Identification Number:

Accounting Period Ending:
September 30
Form 990 Required: ☒ Yes ☐ No

United Health Foundation, Inc.
P.O. Box 895
Clarksburg, WV 26301

Person to Contact:
Naomi L. Anderson
Contact Telephone Number:
513-684-2501

EIN- 55-0621706

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(3).

If your sources of support, or your purposes, character, or method of operatic change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

United Health Foundation
Profit & Loss
January through December 2023

	Jan - Dec 23
Income	
Investments	
3810 · Dividends/Loss on Stock	0.00
3812 · Royalty Income	7,305.77
3896 · Foundation - Investment Income	285,780.84
3988 · Foundation - Investment Loss	-46,773.50
9550 · Unrealized Gain/loss Securities	366,059.92
Total Investments	612,373.03
3000 · Interest Income	
3001 · Interest Income - General	1.03
3500 · Change Value Split Int. Agreeme	95,622.86
3840 · Interest Income - UH Foundation	99,547.54
Total 3000 · Interest Income	195,171.43
9500 · Contributions	
9504 · Capital Campaign	255.00
9509 · Hospice MEM GDN Contrib	125.00
9510 · Wings of Hope Contrib	26,242.47
9515 · TIMMONS SCHOLARSHIP FUND	473.50
9516 · Pro Am Golf Donations	145,945.00
9517 · Greatest Needs Fund Contributio	11,705.06
9518 · Holly Ball Income	121,767.00
9519 · Maternal/Child Income	300.00
9523 · In Kind Donations - Pro AM	1,192.00
9525 · In Kind Donations - Holly Ball	3,240.50
9526 · Baby Sleep Sacs	17,669.00
Total 9500 · Contributions	328,914.53
Total Income	1,136,458.99
Gross Profit	1,136,458.99
Expense	
Contract Services	
6550 · Income Tax	204.00
6720 · Consulting/Prof. Fees	6,382.43
Total Contract Services	6,586.43
Operations	
5710 · Office Supplies	321.66
5750 · Banking/Invest Fees	4,084.27
5760 · Postage, Mailing Service	133.74
5765 · Advertising Expense	0.00
5770 · Copier Expense	1,584.00
5785 · Salary Expense	60,823.41
5790 · Employee Fringe Benefits	18,705.94
6940 · Special Events/Dietary	306.45
Total Operations	85,959.47
5800 · Fund Expenses	
4005-3 · Grants - Clinical Nav Salaries	102,325.69
4215 · Grants - Clinical Nav Benefits	30,955.63
5803 · Grants - Other	361,037.36
5804 · Grants - Wings of Hope	16,271.86
5806 · Grants - Hospice MEM GDN	17,426.81
5808 · Grants - Timmons Scholar Radiol	400.00
5809 · Grants - Pro Am Golf Expenses	96,062.90
5810 · Grants - Greatest Needs Fund	3,666.68
5811 · Grants - Holly Ball	70,333.17

United Health Foundation
Profit & Loss
January through December 2023

	Jan - Dec 23
5812 · Grants - Maternal/Child Expense	1,045.48
5816 · Grants - Baby Sleep Sacs	6,558.44
Total 5800 · Fund Expenses	706,084.02
Total Expense	798,629.92
Net Income	**337,829.07**

At the regular meeting of the County Commission of Harrison County held on Wednesday July 24, 2024, Commissioners Patsy Trecost II and David Hinkle. Commissioner Susan Thomas was absent. Also present were Laura Pysz-Laulis -County Administrator, John Spires - County Clerk and Trey Simmerman - County Attorney. Commissioner Trecost opened the meeting, said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: Dave Sutton – Recovering addict spoke of harm reduction and how funds from the county could help.

2. Consent Agenda: Hinkle moved to approve consent agenda. Commission concurred.

3. Payroll Change Notices: Hinkle moved to approve Payroll Change Notice A. Commission concurred

A. Zoey Sloan--- 911 --- Resignation --- Effective July 18, 2024

4. Minutes and/ or Amended Minutes of Previous Meetings: (NONE)

5. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve Requisitions A and B. Commission concurred.

A. Greater Harrison PSD – ARPA Req #10 - $153,800

B. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Rocky Romano, Assessor, spoke on reasons for exonerations. Hinkle moved to approve Exonerations - Exhibit A. Commission concurred.

A. Exonerations --- Exhibit A

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: (NONE)

8. Review—Discuss—Consider Approval of an Engagement Letter for the Commission to retain Steptoe & Johnson for the legal work associated with the proposal to extend the property tax increment

financing district known as “Harrison County Development District No. 3- White Oaks” for 15 years: Tom Aman, representative of Steptoe & Johnson, spoke of process and submission of application. Hinkle moved to approve engagement letter. Commission concurred.

9. Review—Discuss—Consider Adoption of a Resolution which would set a public hearing to be held before the County Commission on August 28, 2024 regarding the proposed extension of the property tax increment financing district known as “Harrison County Development District No. 3- White Oaks” for 15 years: Hinkle moved to adopt a resolution regarding the proposed extension of the property tax increment financing district on Sept 18th. Commission concurred

10. Review—Discuss – Consider ESRI Renewal Quote: Laura Pysz-Laulis spoke on ESRI Renewal Quote and the total will be $17,085.00. Hinkle moved to approve ESRI renewal quote. Commission concurred

11. Review—Discuss—Consider Budget Revisions: No budget revisions.

A. General County
B. Vital Services

12. Administrator’s Report: Laura Pysz-Laulis spoke on the parking lots being acquired and having to wait 60 days before being able to utilize the lots. Trecost suggests having at least two horizontal handicapped parking spaces when the parking lot is restriped.

13. Commissioner Comments – Questions: Hinkle spoke about a potential security issue with a customer in the Tax office and the Security guards not being at the front door at 4:00pm. Hinkle also suggests that security make a round in the building before leaving their post. Laura Pysz-Laulis said she would look into the schedule with the Sheriff, as she was told the security guard shift should overlap and not end until 4:30pm.

10:30 A.M. --- GE Update from Curtis Wilkerson (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 of Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial of Other Interest of the County): Trecost moved to enter 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 of Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial of Other Interest of the County. Commission concurred. Trecost moved to exit Executive Session. Commission concurred.

Commissioner Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

5A

Date of Meeting	August 14,2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund		
Commission	Toshiba Financial	Copier Rental	$85.06							
Commission	Software System	Level 2 & 3 Maintenance	$2,875.02							
Commission	WV Division of Correction	Inmate Housing July 2024	$167,396.18							
Commission	Thomson Reuters	Online Software	$581.20							
Commission	New Beginnings Church	Upkeep Good Hope	$625.00							
Commission	Visual Edge	Copier Rental	$189.95							
Commission	Mon Power	Public Safety Building	$3,641.60							
Commission	Emcor Services	Monthly Agreement	$371.67							
Commission	Kroll. LLC	Network Security Platform	$77,250.00						$77,250.00	
Commission	Truist Bank	Various Charges	$308.56							
Commission	West Union Bank	Truck Payment/Anmoore VFD	$29,960.00							
Commission	Unifirst	Carpet Runners	$142.10							
Commission	Hi Touch	Copy Paper	$1,560.00						$1,560.00	
Commission	R.D. Wilson	Supplies	$278.67						$278.67	
Commission	Nelson Mullins	Services	$6,512.50							
Commission	Software System	Software Renewal	$3,591.00							
Commission	The Water Shop	Water Service	$36.00							
Commission	Visual Edge	Toner	$451.98							
Commission	VFW Post 573	Funding								
Commission	Fleetcore	Fuel	$20,071.77				$3,150.00			
Commission	WV Association of Counties	Membership Dues	$6,500.00							
Commission	U S Bank	Greater Harrison	$38.31							
Commission	Liberty Distributors	Supplies	$352.49							
Commission	Nelson Mullins	Services	$1,125.00							
Commission	Hart Office	Copier Rental	$135.10							
Commission	Visual Edge	Toner	$193.99							
Commission	Pace Shredding	Paper Shredding	$491.00							
Commission	West Union Bank	Cruiser Payment	$117,769.35							
Sheriff & Treasurer	Truist Bank	Various Charges	$1,042.74							
H.C.Senior Center	Emcor Services	Monthly Agreement			$371.66					
Planning	Amazon.com	Hard Hat	$19.12							
911 Center	Harrison Rural Electric	Service (2 invoices)		$3,270.42						
911 Center	City of Bridgeport	Water Service		$240.83						
911 Center	Lowes	Supplies		$14.23						
911 Center	Thompson Gas	Propane Grafton Tower		$253.07						
911 Center	WV Correctional Industries	Street Markers		$59.35						
911 Center	Emcor Services	HVAC Agreement		$815.42						
911 Center	Pace Shredding	Paper Shredding		$43.00						
County Clerk	Hart Office	Toner	$447.00							
County Clerk	Amazon.com	Wire Carts	$197.98							
County Clerk	Casey Blake	Reimbursement	$50.25							
County Clerk	John Spires	Reimbursement	$50.25							
Maintenance	State Electric	Supplies	$193.34							
Maintenance	R.D. Wilson	Supplies	$116.10							
Maintenance	WV Outdoor Power	Blowers	$1,259.00							
Maintenance	Sandy's	Supplies (6 invoices)	$276.78							

Date of Meeting	August 14,2024	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
Maintenance	Sandy's	Supplies (3 invoices)	$213.62							
Maintenance	Lowes	Supplies (2 invoices)	$184.87							
Maintenance	Lowes	Supplies	$208.60							
Maintenance	Airgas USA	Filled Welding Tanks	$565.71							
Maintenance	Lowes	Supplies	$217.90							
Maintenance	Sandy's	Supplies	$23.78							
Animal Control	Enterprise Sanitation	Waste Collection			$179.65					
Animal Control	Tractor Supply	Supplies			$480.74					
Animal Control	Emcor Services	Monthly Agreement			$371.67					
Animal Control	U S Bank	Tactical Vest/Name Tag			$634.10					
Animal Control	U S Cellular	Cellular Account			$245.20					
Animal Control	Lowes	Supplies			$395.49					
Animal Control	L W Exterior Services	Pressure Washing			$1,200.00					
OEM	WV Emergency Manag. Council	Yearly Dues			$200.00					
Gina Jones	Reclaim Company	Demo 3491 McWhorter Rd	$11,900.00							
Gina Jones	Reclaim Company	Demo 4609 Mt. Clare Rd	$9,000.00							
Gina Jones	Anmoore EMS	Allotment July 2024			$6,703.58					
Gina Jones	Bridgeport Fire Depart	Allotment July 2024			$5,563.70					
Gina Jones	Harrison County EMS	Allotment July 2024			$22,091.96					
Gina Jones	Nutter Fort VFD	Allotment July 2024			$2,252.62					
Gina Jones	City of Salem	Allotment July 2024			$81.24					
Gina Jones	Reclaim Company	Demo 3894 Mt. Clare Rd			$8,800.00					
Gina Jones	Reclaim Company	Demo 3668 Mt. Clare Rd			$5,000.00					
Park & Rec	Summit Park PSD	Service			$61.86					
Park & Rec	Mon Power	Service (2 invoices)			$58.90					
Park & Rec	Enterprise Sanitation	Waste Collection			$487.97					
Park & Rec	Waste Management	Waste to Landfill			$31.92					
Park & Rec	Lowe's	Supplies			$494.00					
Park & Rec	State Electric	Supplies			$430.02					
Park & Rec	Sherwin Williams	Paint			$27.61					
Park & Rec	Sansy's	Supplies			$139.82					
Park & Rec	R.D.Wilson	Supplies			$118.99					
Park & Rec	M&M Septic	Rentals			$1,032.00					
Park & Rec	Marsh	Supplies			$135.46					
Park & Rec	Freeds	Plants			$1,348.20					
Park & Rec	R. Nuzum Trucking	Limestone			$740.10					
Park & Rec	Mike Book	Reimbursement			$141.58					
Park & Rec	Pace Shredding	Paper Shredding			$43.00					
Community Corrections	Alcohol Monitoring System	Monitoring Fees				$1,386.71				
Community Corrections	ASWB/Exam Registration	Registration Fee				$260.00				
Community Corrections	BestNotes	Monthly Subscription				$513.00				
Community Corrections	OpAns	Lab Confirmations				$16,800.00				
Community Corrections	Solid Ground Therphy	Social Worker Licensure				$150.00				
Community Corrections	Tyler Robenson	DUI Classes				$300.00				
Community Corrections	Upsher Co. Day Report	Analysis Screening				$125.00				
Community Corrections	Unisafe	Supplies				$809.82				
Community Corrections	WV DMV	DUI Classes				$250.00				

Date of Meeting	August 14,2024	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
Community Corrections	Pace Shredding	Paper Shredding				$129.00				
Home Confinement	Buddi US	Monitoring Fees				$3,919.85				
Garage	Sandy's	Supplies	$16.66							
Garage	Jack's Muffler	Muffler	$260.00							
Garage	Harry Green	Wheel Alignment	$134.95							
Garage	Frey's Auto	Parts	$70.00							
Garage	Lowes	supplies	$84.91							
Garage	Appalachian Tire	Tires	$2,077.62							
Garage	Fisher Auto	Parts	$64.03							
Garage	Black Bear Chrysler	Parts	$55.80							
Courts	The Water Shop	Water Service	$51.00							
Courts	The Water Shop	Water Service (2 invoices)	$54.00							
Matistrates	The Water Shop	Water Service	$27.00							
Matistrates	WV Paging	Pagers								$81.00
Law Enforcement	Trapuzzano's	Uniforms	$2,621.54							
Law Enforcement	Truist Bank	Various Charges	$816.11							
Law Enforcement	Truist Bank	Various Charges	$841.58							
Law Enforcement	Truist Bank	various Charges	$740.70							
Law Enforcement	Champion Industries	Key Tags	$275.70							
Law Enforcement	Boyd Vanhorn	Reimbursement	$31.27							
Law Enforcement	Truist Bank	Supplies	$150.00							
Process	U S Cellular	Cellular Account	$179.46							
Staging	Benny's Boot Hill	Safety Toe Shoes	$125.91							
Staging	The Water Shop	Water	$30.00							
Security	Truist Bank	Supplies	$26.74							
Extension Office	Zoro Office Supplies	Bookcase	$265.99							
			$477,501.51	$4,696.32	$59,863.04	$24,643.38	$3,150.00	$0.00		$81.00
					Grand Total :	$569,935.25				

_____ _____

COMMISSIONER'S SIGNATURE DATE

_____ _____

COMMISSIONER'S SIGNATURE DATE

Date of Meeting	August 14,2024	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

_____CO _____

MMISSIONER'S SIGNATURE DATE

6A

Exhibit A Exonerations	Amount	
PP-583 ASPLUNDH TREE EXPERT CO	$	3,252.57
PP-584 DECK PERNELL A	$	147.94
PP- 585 EVANS MARK A & MICHELLE R	$	119.75
PP-586 EVANS MARK A & MICHELLE R	$	125.71
PP-587 EVANS MARK A & MICHELLE R	$	88.03
PP-588 GASKINS ADAM J	$	50.58
PP-589 VASQUEZ JESS	$	78.11
PP-590 ARTHUR ROBERT H	$	77.95
PP-591 CHEN QI FENG & HUI	$	320.20
PP-592 COFFINDAFFER LYNN E	$	157.60
PP-593 FISHER ELIZABETH A	$	284.91
PP-594 FLOWERS ROBERT L III	$	35.57
PP-595 RIFFLE ROBERT L & FLORA	$	75.40
PP-596 THIN LINE GRAPHICS	$	369.36
PP-597 THIN LINE GRAPHICS	$	401.28
RE- 543 CONNER MICHAEL	$	353.85
TOTAL:	$	5,938.81

PP 583

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **ASPLUNDH TREE EXPERT CO** whose address is, 708 BLAIR MILL RD WILLOW GROVE, PA 19090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **108030** on **Vehicles**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **108030**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error is assessed for the 2024 tax year, the taxpayer reported no property in Harrison County. Cancel this ticket and mark improper for the 2024 tax year.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3058944**
Ticket No. **421204**
Tax Year **2024**

Amount Exonerated: $3252.57

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

EXONERATIONS

PP584

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DECK PERNELL A** whose address is, 202 HARTLAND AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **4860** on **2016 Hyundai** , Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **4860**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the Hyundai for 2024 taxes, the taxpayer did not own a vehicle July 1, 2023. Cancel this ticket and mark improper for the 2024 tax year.

District: **03 - CLARK-CLARKSBURG**
Account No. **3077296**
Ticket No. **402911**
Tax Year **2024**

Amount Exonerated: $147.94

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

EXONERATIONS

PP585

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **EVANS MARK A & MICHELLE R** whose address is, 185 FENTON PL CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **25221** on **2019 Volkswagen Jetta**, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **20001**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **5220**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2019 Volkswagen, the correct vehicle should be a 2016 Volkswagen. Exonerate a value of 5220 at a class 3 rate of levy to correct the overcharge. Please remove the 19 Volk Jett (10305)from the vehicle description. Please add the 16 Volk Jett (5085)(3VWD67AJ5GM402049) to the vehicle description.

District: **20 - UNION-OUTSIDE**
Account No. **1826643**
Ticket No. **428544**
Tax Year **2024**

Amount Exonerated: $119.75

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R Remund

pp586

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **EVANS MARK A & MICHELLE R** whose address is, 185 FENTON PL CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **28896** on **2019 Volkswagen Jetta**, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **23496**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **5400**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2019 Volkswagen, the correct vehicle should be a 2016 Volkswagen. Exonerate a value of 5400 at a class 3 rate of levy to correct the overcharge. Please remove the 19 Volk Jett (11880)from the vehicle description. Please add the 16 Volk Jett (6480)(3VWD67AJ5GM402049) to the vehicle description.

District: **20 - UNION-OUTSIDE**
Account No. **1826643**
Ticket No. **628440**
Tax Year **2023**

Amount Exonerated: $125.71

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

PP587

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **EVANS MARK A & MICHELLE R** whose address is, 185 FENTON PL CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **21645** on **2019 Volkswagen Jetta**, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **17910**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **3735**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2019 Volkswagen, the correct vehicle should be a 2016 Volkswagen. Exonerate a value of 3735 at a class 3 rate of levy to correct the overcharge. Please remove the 19 Volk Jett (8670)from the vehicle description. Please add the 16 Volk Jett (4935)(3VWD67AJ5GM402049) to the vehicle description.

District: **20 - UNION-OUTSIDE**
Account No. **1826643**
Ticket No. **2000000193**
Tax Year **2022**

Amount Exonerated: $88.03

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP588

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **GASKINS ADAM J** whose address is, 592 MIDWAY RD JANE LEW, WV 26378, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **15090** on **2010 Cadillac**, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **12885**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **2205**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2010 Cadillac, vehicle was traded for the 2018 Cadillac also reported. Exonerate a value of 2205 at a class 3 rate of levy to correct the overcharge. Please remove the 10 adi CTS (2205) from the vehicle description.

District: **12 - GRANT-OUTSIDE**
Account No. **3057752**
Ticket No. **416395**
Tax Year **2024**

Amount Exonerated: $50.58

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R Renard

EXONERATIONS

pp589

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **VASQUEZ JESS** whose address is, 5072 VETERANS MEMORIAL HWY BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **5655** on **2008 Ford Ranger**, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **2250**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **3405**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2008 Ford, the vehicle was traded for the 2005 Ford also reported. Exonerate a value of 3405 at a class 3 rate of levy to correct the overcharge. Please remove the 08 Ford Rang (3405) from the vehicle description.

District: **15 - SIMPSON-OUTSIDE**
Account No. **2229724**
Ticket No. **420871**
Tax Year **2024**

Amount Exonerated: $78.11

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

PP590

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **ARTHUR ROBERT H** whose address is, 65 HIGH ST WEST MILFORD, WV 26451, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2790** on **2011 Ford Taurus**, Class **3/4** in **UNION-WEST MILFORD**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **2790**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2011 Ford, the vehicle was gone October 2022. Cancel this ticket and mark improper for the 2024 tax year.

District: **21 - UNION-WEST MILFORD**
Account No. **1059598**
Ticket No. **429704**
Tax Year **2024**

Amount Exonerated: $77.95

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Parsons

pp591

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **CHEN QI FENG & HUI** whose address is, 30 LONG MEADOW DR BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **52755** on **2016 Toyota**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **42120**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **10635**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2016 Toyota, the vehicle was a total loss November 2022. Exonerate a value of 10635 at a class 4 rate of levy to correct the overcharge. Please remove the16 Toyo Sien (10635) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3027040**
Ticket No. **421671**
Tax Year **2024**

Amount Exonerated: $320.20

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Cormano

PP 592

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **COFFINDAFFER LYNN E** whose address is, 6377 JARVISVILLE RD SALEM, WV 26426, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **37785** on **2014 Dodge Durango**, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **30915**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **6870**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2014 Dodge, the vehicle was replaced with the 2015 Doge also reported. Exonerate a value of 6870 at a class 3 rate of levy to correct the overcharge. Please remove the 14 Dodg Dura (6870) from the vehicle description.

District: **20 - UNION-OUTSIDE**
Account No. **1717789**
Ticket No. **427954**
Tax Year **2024**

Amount Exonerated: $157.60

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R Romano

pp593

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FISHER ELIZABETH A** whose address is, 157 HILLTOP DR BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **12420** on **2018 Subaru**, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **12420**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2018 Subaru, taxpayer lives and pays taxes in Marion County. Cancel this ticket and mark improper for the 2024 tax year.

District: **15 - SIMPSON-OUTSIDE**
Account No. **3088071**
Ticket No. **419529**
Tax Year **2024**

Amount Exonerated: $284.91

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Clemens

pp 594

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FLOWERS ROBERT L III** whose address is, 72 BRIDGEWATER DR ENTERPRISE, WV 26568, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **4188** on **2007 CHEVY COBALT**, Class **3/4** in **CLAY-SHINNSTON**, Harrison County, West Virginia, which should have been assessed at **3018**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **1170**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2007 Chevy, Tax Payer did not have on July 1, 2023. Exonerate a value of 1170 at a class 4 rate of levy to correct the overcharge. Please remove the 07 Chev Coba (1170) from the vehicle description.

District: **06 - CLAY-SHINNSTON**
Account No. **3067034**
Ticket No. **408477**
Tax Year **2024**

Amount Exonerated: $35.57

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

pp595

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **RIFFLE ROBERT L & FLORA** whose address is, PO BOX 201 GYPSY, WV 26361, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3239** on **2006 Hond CRV & 2002 Ford Taurus was not owned July 1, 2022.**, Class **3/4** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **3239**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2006 Honda CRV and the 2002 Ford Taurus. Cancel this ticket and mark improper for the 2023 tax year.

District: **05 - CLAY-OUTSIDE**
Account No. **3024821**
Ticket No. **607720**
Tax Year **2023**

Amount Exonerated: $75.40

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R Romano

PP596

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **THIN LINE GRAPHICS** whose address is, 1618 BUCKHANNON PIKE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **12000** on **Out of Business November 1, 2021**, Class **3/4** in **CLARK-NUTTERFORT**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **12000**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported their 2023 assessment. Cancel this ticket and mark improper for the 2023 tax year.

District: **04 - CLARK-NUTTERFORT**
Account No. **3078572**
Ticket No. **606137**
Tax Year **2023**

Amount Exonerated: $369.36

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

EXONERATIONS

PP597

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **THIN LINE GRAPHICS** whose address is, 1618 BUCKHANNON PIKE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **13200** on **Out of Business November 1, 2021**, Class **3/4** in **CLARK-NUTTERFORT**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **13200**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error had no active business on July 1, 2023. Cancel this ticket and mark improper for the 2024 tax year.

District: **04 - CLARK-NUTTERFORT**
Account No. **3078572**
Ticket No. **406097**
Tax Year **2024**

Amount Exonerated: $401.28

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R Romano

RE 543

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **CONNER MICHAEL** whose address is, C/O CITY OF SHINNSTON 40 MAIN ST SHINNSTON, WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **23280** on **1 LOT "A" MARY M MONROE PLAT - CHARLES ST**, Class **2** in **CLAY-SHINNSTON**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **23280**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property should be tax exempt. Due to scheduling difficulty city was not able to get deed until September 2023. Exonerate a value of 23,280 at a Class 2 to correct the overcharge. ****VOID THE OTHER EXONERATION THAT WENT UPSTAIRS FOR JULY 31, 2024. WE EXONERATED WRONG CLASS.**** ***CANCEL TICKET & MARK IMPROPER***

District: **06 - CLAY-SHINNSTON**
Account No. **6153967**
Ticket No. **18217**
Tax Year **2024**

Amount Exonerated: $ 353.85

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

6B

Exhibit B Corrective Tickets	Amount
PP-158 STEVENS SHAWN SCOTT	$ 480.86
PP-159 HYUNDAI LEASE TITLING TRUST	$ 9,950.39
RE-481 SCHEUVRONT TIM & PATTY	$ 570.20
RE-482 SCHEUVRONT TIM & PATTY	$ 189.94
RE-483 SCHEUVRONT TIM & PATTY	$ 189.94
RE-484 SCHEUVRONT TIM & PATTY	$ 189.94
RE-485 CLARK MORANDA R	$ 581.59
TOTAL:	$ 12,152.86

PP 158

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **STEVENS SHAWN SCOTT** whose address is, 59 WATKINS LN CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **13517** on **2016 Toyota**, Class 3/4 in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **15797**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2016 Toyota, the vehicle was replaced with a 2019 Honda and a 2023 Kawasaki not reported. Create a ticket value of 15797 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 98 Ford Must (422)(1FAFP4048WF173227) 19 Hond Clvi (10830)(2HGFC2F86KH533738) 23 Kawa Ninj (4545)(JKBZXJG10PA023120).

District **08 - COAL-CLARKSBURG**
Account No. **2328626**
Ticket No. **412565**
Tax Year **2024**

Amount Exonerated: **$411.46**
Corrected Ticket Amount: **$ 480.86**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

CORRECTIVE TICKET

PP 159

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **HYUNDAI LEASE TITLING TRUST** whose address is, PO BOX 4747 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **414632** on **2022 Kia Sorento**, Class 3/4 in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **433757**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error is not assessed for a 2022 Kia reported. Create a ticket value of 433757 at a class 3 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to include a 22 Kia Sore (19125) (5XYRH4LF7NG142239).

District **01 - CLARK-OUTSIDE**
Account No. **3053385**
Ticket No. **400750**
Tax Year **2024**

Amount Exonerated: **$9511.66**
Corrected Ticket Amount: **$ 9950.39**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

RE 481

CREATE TAX TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SCHEUVRONT TIM & PATTY** whose address is, 514 CAPITOL AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **3 LOTS 214 TO 216 E CLKSBG INC PCLS 178-179 ****BACKTAX 2023****, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **18720**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was redeemed for the 2021 tax year. The "S", for sold to state, was left on erroneously therefore they did not receive a tax ticket. Create a value of 18,720 (L-18,720) at a Class 4 rate of levy to properly assess and allow discounts/half year payments as afforded all taxpayers.

District **03 - CLARK-CLARKSBURG**
Account No. **6003380**
Ticket No.
Tax Year **2024**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 576.20**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Remmo

CREATE TAX TICKET

RE 482

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SCHEUVRONT TIM & PATTY** whose address is, 514 CAPITOL AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **1 LOT 214 E CLKSBG**, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **6240**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was redeemed for the 2021 tax year. The "S", for sold to state, was left on erroneously therefore they did not receive a tax ticket. Create a value of 6,240 (L-6,240) at a Class 4 rate of levy to properly assess and allow discounts/half year payments as afforded all taxpayers.

District **03 - CLARK-CLARKSBURG**
Account No. **6003380**
Ticket No.
Tax Year **2024**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 189.94**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

RE 483

CREATE TAX TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SCHEUVRONT TIM & PATTY** whose address is, 514 CAPITOL AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **1 LOT 215 E CLKSBG**, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **6240**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was redeemed for the 2021 tax year. The "S", for sold to state, was left on erroneously therefore they did not receive a tax ticket. Create a value of 6,240 (L-6,240) at a Class 4 rate of levy to properly assess and allow discounts/half year payments as afforded all taxpayers.

District **03 - CLARK-CLARKSBURG**
Account No. **7001724**
Ticket No.
Tax Year **2024**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 189.94**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE 484

CREATE TAX TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SCHEUVRONT TIM & PATTY** whose address is, 514 CAPITOL AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **1 LOT 216 E CLKSBG** , Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **6240**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was redeemed for the 2021 tax year. The "S", for sold to state, was left on erroneously therefore they did not receive a tax ticket. Create a value of 6,240 (L-6,240) at a Class 4 rate of levy to properly assess and allow discounts/half year payments as afforded all taxpayers.

District **03 - CLARK-CLARKSBURG**
Account No. **7001733**
Ticket No.
Tax Year **2024**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 189.94**
TIF: **#**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

RE 485

CREATE TAX TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 14th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **CLARK MORANDA R** whose address is, C/O TIM & PATTY SCHEUVRONT 514 CAPITOAL AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **3 LOTS 214 TO 216 E CLKSBG INC PCLS 178-179 ****BACKTAX 2022****, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **18720**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was redeemed for the 2021 tax year. The "S", for sold to state, was left on erroneously therefore they did not receive a tax ticket. Create a value of 18,720 (L-18,720) at a Class 4 rate of levy to properly assess and allow discounts/half year payments as afforded all taxpayers.

District **03 - CLARK-CLARKSBURG**
Account No. **06003380**
Ticket No.
Tax Year **2024**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 581.59**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Norman

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. (08/14/24)

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 **$855.50**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$855.50** 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) **$855.50** 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 **14th day of August, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

Jackson Kelly	Invoice #1215782	Dated: 08/06/24	$ 855.50
		Total	**$ 855.50**

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District
c/o Harrison County Commission
Attn: Gina Jones
301 West Main Street
Clarksburg, WV 26301-2974
gjones@harrisoncountywv.gov

August 6, 2024
Invoice No. 1215782

SUMMARY OF OUTSTANDING INVOICES

Total Amount of Current Invoice # 1215782 **$855.50**
Amount of Prior Invoices Outstanding:

INVOICE #	DATE	AMOUNT
1211795	06/14/24	1,818.50
1215204	07/22/24	1,622.50

Total Amount of Prior Invoices Outstanding	3,441.00
Total Amount Due	$4,296.50

If payment of any prior invoice has already been forwarded, please disregard as to that invoice.

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NOTE: This summary page may not include all outstanding invoices. Outstanding invoices for other matters that are separately billed or billed to other contacts will not be reflected on this summary page. Should you have any questions regarding the invoices that appear above please contact JK_Finance@jacksonkelly.com.

PAYMENT DUE September 5, 2024

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

August 6, 2024
Invoice No. 1215782

For Legal Services Rendered through July 31, 2024.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
07/03/24	M. Imbrogno	Reviewing correspondence regarding certain outstanding CED assessments and status.	0.10	29.50
07/08/24	M. Imbrogno	Preparing materials for appointment of new board member and corresponding regarding the same.	1.00	295.00
07/10/24	M. Imbrogno	Corresponding regarding appointment of new board member.	0.30	88.50
07/19/24	M. Imbrogno	Reviewing correspondence related to payment of certain CED assessments.	0.20	59.00
07/22/24	M. Imbrogno	Corresponding regarding appointment of new board member and status of same.	0.30	88.50
07/24/24	M. Imbrogno	Corresponding with new board member and phone call with prior board member regarding appointment of new board member.	1.00	295.00
		Total Hours	2.90	
		Services		$855.50
		Total This Matter		$855.50

PAYMENT DUE September 5, 2024

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

August 6, 2024
Invoice No. 1215782

cc: Laura Pysz
lpysz@harrisoncountywv.gov
cc: Hazel Rader
hrader@harrisoncountywv.com
cc: Michelle Tonkin
mtonkin@harrisoncountywv.gov

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PAYMENT DUE September 5, 2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of July in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Harrison County Board of Commissioners
229 S. Third Street
Clarksburg, WV 26301

and the Architect:
(Name, legal status, address and other information)

McKinley Architecture and Engineering
1324 Chapline ST., STE 400
Wheeling, WV 26003

for the following Project:
(Name, location and detailed description)

Harrison County Animal Shelter
2420 Saltwell Road
Shinnston, WV 26431

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Design a new single story building of approximately 8,000 square feet for the Harrison County Animal Shelter. Scope to include architectural, structural, civil, fire protection, mechanical, electrical, plumbing, sprinkler system, site fencing and a generator.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

McKinley Architectural + Engineering Team will provide "Full Service" design that will include a Facilities Assessment, Architectural, MEP, Site/Civil Engineering design, as well as Bidding and Construction Administration Services. We will coordinate with all authorities having jurisdiction for permitting and variance required for the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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$4,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design – Bid - Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ms. Michelle Tonkin
Director of Special Projects
Harrison County Commission
Harrison County General Services Division
229 S. Third Street
Clarksburg, WV 26301

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

TBD and hired by the owner. The architect will solicit proposals on the Owner's behalf

.2 Civil Engineer:

To be provided by the Architect as part of the Basic Service

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Christina Schessler, AIA
Senior Architect
McKinley Architecture and Engineering
1324 Chapline ST., STE 400
Wheeling, WV 26003

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD and provided by the Architect's Consultant

.2 Mechanical Engineer:

To be provided by Architect

.3 Electrical Engineer:

To be provided by Architect

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars ($ $1,000,000) for each occurrence and two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000) each accident, one million dollars ($ 1,000,000) each employee, and two million dollars ($ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($ 1,000,000) per claim and two million dollars ($ $2,000,000) in the aggregate.

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§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also

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compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or

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procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

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.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Architect
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	TBD and Mutually agreed between Architect & Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Supplemental Services listed above as being provided by the Architect will only be provided with consultation with the owner and approved in writing.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twenty (20) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

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Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

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.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Full value (100%) of the current phase of service based on the Owners most recent budget for the Cost of Work, as calculated in accordance with Section 11.5 and 11.6, plus all outstanding reimbursable and additional service fees.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Basic Service Fee in its entirety plus all outstanding reimbursable and additional service fees.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight percent (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Standard Reimbursable Fees

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or mutually agreed by the owner and Architect

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or mutually agreed by the owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Twenty-Five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Hourly Rate Sheet

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;

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.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Hourly Rate Sheet

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Susan Thomas, Commission President	Ernest Dellatorre, Director
(Printed name and title)	*(Printed name, title, and license number, if required)*

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McKINLEY
ARCHITECTURE + ENGINEERING

RATE SCHEDULE

JOB CLASSIFICATION	BASIC HOURLY RATE
Principal	$210/Hour
Senior Architect/Engineer	$155/Hour
Architect/Engineer	$145/Hour
Landscape Architect	$145/Hour
Intern Architect/Engineer	$110/Hour
Contract Administrator	$105/Hour
Senior Designer	$95/Hour
Designer	$75/Hour
Senior Interior Designer	$85/Hour
Site Assessment	$140/Hour
Senior Drafting	$75/Hour
Drafting	$70/Hour
Estimator	$125/Hour
Specification Writer	$120/Hour
Technician	$85/Hour
Clerical	$65/Hour
Deposition and/or Adjudication Appearance*	$600/First Hour
Architect and/or Engineer*	$200/Each Add'l Hour
Principal*	$300/Each Add'l Hour
Consultants	Cost + 15%

Reimbursable Expenses incurred in connection with the Project include costs of electronic documents and the time associated with their production and distribution; photo reproduction of documents; purchasing of project-related references, publications & licenses; travel; and other project-related expenses.

*At Mediation, Arbitration, Litigation or other dispute resolution proceeding

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Phone 304-233-0140 / Fax 304-233-4613 / www.McKinleyDelivers.com

HR/Business Services Agreement

This HR/Business Services Agreement ("Agreement") is entered into on the effective date of **August 25, 2024**, between **The Harrison County Commission of West Virginia** (hereinafter "Client"), with its corporate office located at Harrison County General Services Building, 229 South 3rd Street, 3rd Floor, Clarksburg, WV 26301, and **AlignHR, LLC**, (hereinafter "AHR") with its corporate office located at 366 Dixons Run Road, Triadelphia, WV 26059. Hereinafter, the Client and AHR may also be referred to as the "Parties."

AHR agrees to assist the Client by serving as a third-party HR business partner. The general work and services provided through this agreement are specified on **Exhibit A.** All recommendations presented by AHR to Client can be reviewed and/or could be subject to pre-approval before implementation. Client is free at all times to accept or reject any recommendations made or presented by AHR. Once recommendations have been made and/or implemented, the Client will have the sole authority and responsibility for determining its initial or continued value, validity, applicability, and usage.

1. **GENERAL OBLIGATIONS OF THE PARTIES:**
   AHR's Obligations: All services to be performed by AHR hereunder shall be performed in good faith and with at least that level of care and diligence as customarily exercised by other firms similarly engaged in providing similar services.

   Client's Obligations: The Client agrees that materials prepared by AHR for its use are for the exclusive use of the Client. The Client agrees that AHR's work product cannot be shared with other parties without advance written consent of AHR. Additionally, the Client agrees to keep the terms and conditions of this agreement strictly confidential and shall not release any information or specifics (i.e., fee structures, etc.) without first obtaining AHR's written consent. Client also acknowledges and agrees that AHR's employees and independent contract workers are valuable assets/resources to the efficient and effective operations of AHR and therefore, the Client agrees not to solicit (directly or indirectly) or accept any active or inactive employee or contracted employee used to service their specific account from AHR for a period of two (2) years after the termination of this agreement, unless terms for a recruitment fee are agreed to and paid by the Client and/or with proper written consent from AHR.

2. **CONFIDENTIALITY AND ACCESS TO INFORMATION:**
   AHR is committed to safeguarding the confidential information of its clients. During the term of this agreement and at any and all times thereafter, AHR shall hold in confidence and not disclose any Client private information to any unaffiliated third party. Upon termination of this agreement or at any time upon reasonable request, AHR shall return all records, files, and documents of and pertaining to the Client as may be applicable. The above provisions regarding confidential information do not apply to information which becomes publicly available through no fault of AHR, information which is rightfully obtained from a third party who is not bound by a confidentiality agreement, work deliverables provided to the Client by AHR, or information which must be disclosed to any governmental entity pursuant to court rule/order or other legal requirement.

   Client agrees to, when appropriate, grant access and provide log in credentials to AHR (or their appropriate representative(s)), for access to Client software, programs and/or other electronic or web-based applications/tools so that work can be conducted for Client. Client will be responsible for setting the correct security measures/restrictions for AHR information access. Client will also be responsible, upon termination of this agreement, to remove access from any AHR representative to the Client's information technology network, software applications, and any other tool used over the course of this engagement.

3. **ACCURACY OF INFORMATION PROVIDED BY CLIENT:**
   Because the services rendered hereunder will be based on information that the Client provides (this also includes information from client vendors), the completeness and accuracy of all such information is critical. Client agrees to furnish AHR with such information as AHR believes appropriate to perform its work. The Client also recognizes and confirms that AHR (i) will use (solely in a manner consistent with its confidentiality obligations) and rely primarily on the Client Information and on information available from generally recognized public sources in performing work/services contemplated by this Agreement without having independently verified the same and (ii) does not assume responsibility for the accuracy or completeness of the Client Information and such other information.

4. **DESIGNATED CLIENT CONTACT(S) and AUTHORIZATION for AHR SERVICES:** Client agrees to designate one or two primary contacts employed by the client as needed by AHR to support the delivery of HR services/work/projects for the Client. These designated contact(s) will help provide as needed, Client information, coordination of meetings and schedules,

and/or to help execute and/or deliver AHR deliverables, services, and/or communications as may be needed or directed by AHR. Designated Client contact(s) are listed on agreement signature page.

In the event that the Client wishes to have AHR to work with any third parties/vendors on client's behalf, the Client will agree to and authorizes AHR (through and evidenced by a Letter of Authorization (LOA) from Client to vendor) to work on its behalf with appropriate third parties (vendors, etc.) regarding HR services. At that time, the Client will provide proper written authorization notices as needed to applicable Client vendors and/or service providers at the request of AHR so AHR can access needed information, approve costs/expenses, and/or direct work/services managed/coordinated by AHR for the Client.

5. **FEES:**
See **Exhibit B for the fee schedule and options** for managed HR Services, consulting and/or other services provided by AHR for Client.

6. **PAYMENT OF FEES:**
Fees will be billed to Client and Client will pay AHR in advance either monthly, bi-monthly, quarterly, or annually for HR Managed Services or as described in Exhibit B for project work. Election of how the Client will pay for HR managed services and/or consulting fees and/or project work are documented in **Exhibit B** of this Agreement.

Fees for other HR work and/or services provided by AHR outside the scope of this Agreement will be billed monthly in arrears and invoiced either via e-mail or regular mail. Client agrees to pay all other monthly invoices no later than 15 days (net 15) after the invoice receipt (unless otherwise agreed upon in writing) or by electronic means (ACH or equivalent). In the event that any AHR fees are not paid in a timely manner, AHR reserves the right to charge late fees in the amount of $50 per day or the highest amount permitted by law for each day the fees owed are delinquent. Client also understands and acknowledgements that AHR may stop or postpone services/work under this Agreement if payments are not made timely.

Payment of Fees to Other Vendors - Managed/Coordinated by AHR: Client must approve in writing the use of all other third-party vendors and/or service providers (recommended by AHR) before engagement of those services commence and/or are coordinated/managed by AHR. In addition to the managed service fees charged by AHR, Client understands and agrees to pay other service providers for work being performed for the Client but being coordinated by AHR. Client agrees to make timely payments to other third-party providers according to the contract for services and payment schedule and/or other requirements. Client also understands that if other third-party service providers/vendors are not paid timely, then this could delay, stop, or otherwise negatively impact the work being conducted and/or timelines for the completion of work being performed for the Client, and being managed/coordinated by AHR.

7. **INITIAL TERM OF AGREEMENT (recurring payment services only):**
~~Client Agrees to the initial term of this Agreement and understands that it is for a period of no less than twelve (12) months and understands and acknowledges that they will be obligated to pay the monthly managed services fee for the first twelve (12) months of this Agreement. The initial 12-month period begins on~~ (**not applicable)**.

8. **AUTOMATIC RENEWAL OF AGREEMENT (recurring payment services only):**
~~Client and AHR agree that this Agreement will renew automatically upon the end of the initial term for another twelve (12) month period, unless a 60-day written advance notice in received prior to the annual renewal date of~~ (**not applicable)**.

9. **TERMINATION OF AGREEMENT (recurring payment services only:**
Upon 60-day prior written notice, yet after the initial term of this Agreement, all managed service fees and any other amounts due for services rendered prior to any such termination shall be paid to AHR or other third-party vendors as provided herein. The termination of this Agreement for any reason whatsoever shall be without prejudice to any right or obligation of any party pursuant to this Agreement which has arisen prior to such termination. If this agreement exists due to a one-time fixed price project, then the termination of this agreement exists when the project is completed and the final deliverables are with the Client.

10. **INDEPENDENT CONTRACTOR RELATIONSHIP:**
Nothing herein contained shall be construed to constitute the parties hereto as partners or as joint venturers, or as employer and employee. AHR is considered an independent contractor or business-to-business solution for purposes of this Agreement. Neither AHR staff nor independent contractors working for AHR shall represent that they are employees of Client. Subject to the confidentiality obligations set forth herein, the Client acknowledges and agrees that AHR may provide services to other

parties during the term of this Agreement and receive fees for the same or similar such services. This Agreement does not grant either party the right to use the other party's trademarks, trade names, or service marks without prior written consent.

11. AHR's OTHER CLIENT RELATIONSHIPS:
Client acknowledges that AHR provides managed HR services and other related services to a variety of different clients, in similar market segments of the Client and different market segments of the client. The Client acknowledges that these and other relationships exist and agree that such relationships cannot be subsequently claimed as a reason for termination of this agreement except if AHR breaches in any material way their responsibilities hereunder. In addition, the Client accepts that AHR is bound by confidentiality obligations to other clients and has specifically advised the Client that AHR is obligated not to use any confidential non-public information obtained from such other engagements to advise the Client.

12. ASSIGNMENT OF SERVICES AGREEMENT:
This Agreement cannot be assigned or transferred in any manner by either party without the written consent of the other party.

13. NO GUARANTEES:
AHR will do its best to produce recommendations best suited for the Client's needs and its related business efforts. The recommendations developed by AHR are based upon human resource management and/or business judgment and AHR cannot guarantee the results of any of its recommendations. The Client acknowledges that there are risks inherent in all human resource, financial and business decisions and that the services rendered by AHR pursuant to the terms of this Agreement call for AHR to exercise and express its reasonable judgment and opinions regarding business, markets, economic conditions and other industry variables/factors. AHR cannot accurately predict future events and makes no guarantees that its business or advice is warranted to be accurate or will result in positive business results or investment return.

AHR (or independent contractors working on its behalf) will not be liable for any business or investment losses or any action performed or omitted to be performed or for any errors of judgment or mistakes in preparing work or performing services, in the absence of gross negligence or violation of applicable law. Client at all times shall elect in its sole discretion to follow or not follow, in whole or in part, any information, advice or recommendations provided pursuant to the terms of this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable state or federal law.

14. INDEMNIFICATION:
Client shall indemnify AHR and hold AHR, and its affiliates, third party vendors, directors, officers, agents, independent contractors, and employees, harmless from any loss, claim, cost, damage or expense, including attorney's fees and costs, which AHR may sustain, suffer or incur as a result of any actions or claims brought against AHR, or its affiliates, directors, officers, agents or employees, as a result of acts or omissions of the Client, acts performed at the direction of the Client or which actions or claims arise from AHR's services performed in accordance with the terms of this Agreement; provided however, that the Client shall only be obligated to provide such indemnification if AHR was, at the relevant time, acting in its capacity and within the bounds of its authority as an advisor or sub-advisor to Client. The above indemnification obligation shall survive termination of this Agreement for actions arising from events occurring during the term of this Agreement.

15. NOTICE:
Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by business e-mail, telecopy, sent by overnight courier, or three days after mailing by certified mail (postage prepaid). All notices or communications to AHR should be sent to 366 Dixons Run Road, Triadelphia, WV 26059. All notices or communications to Client shall be sent to the Client's address of record.

16. APPLICABLE LAW:
This Agreement shall be interpreted under the laws of the State of West Virginia, without reference to principles of conflict of laws.

17. **AGREEMENT**:
This Agreement represents our entire understanding (including all Exhibits) with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. This Agreement shall be interpreted in accordance with its fair meaning and not in favor or against either party. No waiver of any provision of this Agreement (inclusive of Exhibits as may be applicable) or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by an authorized representative of the party or parties waiving compliance, and any such waiver shall be

effective only in the specific instance and for the specific purpose stated in such writing. This Agreement, inclusive of its exhibits, shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

18. **VALIDITY:**
If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

19. **AMENDMENTS:**
This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by duly authorized representatives of the parties.

20. **FORCE MAJEURE:**
Neither party shall be liable for any delay or failure in performance of this Agreement if caused by an act of God or any factor beyond the reasonable control of the party. In any such event, the date for the party's performance shall be deferred for a period of time equal to the time lost by reason of such act of God or other factor beyond control, provided that the delayed party shall notify the other party of such occurrence and shall cooperate with the other party in maintaining any adverse impact of such occurrence.

21. **DISPUTES:**
If either party has any dispute directly or indirectly arising out of or relating to this Agreement, it shall be settled by arbitration unless the dispute can be settled for less than $10,000. If a dispute is greater than $10,000, then it will be settled by arbitration, by and before and in accordance with the rules of the American Arbitration Association, including but not limited to the Optional Rules for Emergency Measures of Protection. If the dispute concerns investment advisory services, and then the Arbitrator shall be experienced in handling such disputes. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of its attorney's fees and costs incurred in the dispute.

22. **PUBLICITY:**
Client and AHR agree that either party has the right to advertise its relationship with the other, and to use any endorsement/testimonials received from the other party (or its representatives) for marketing purposes (print or electronic).

23. **EXECUTION:**
All rights, liabilities, and obligations hereunder will be binding upon and insure to the benefit of the Client, AHR and their respective successors and assigns. By execution of this Agreement, all parties understand that this is the Agreement which governs and any prior business and/or employment agreements with AHR or its representatives have ceased and are no longer valid or in force. To confirm our mutual understanding of this Agreement, sign and date and return this agreement to AHR. We also agree that electronic signatures are acceptable for the execution of this agreement and copies of this agreement are considered valid and can serve as originals.

IN WITNESS WHEREOF, the Client and AHR have duly executed this Agreement as indicated below:

Harrison County Commission	**AlignHR, LLC**
Susan Thomas **President**	**Lenny Hannigan** **Operations Administrator and Business Advisor**
Date	**Date**

Client Agres that agreement is considered Confidential Material and Not to be Provided to Other Service Providers/Competitors

DESIGNATED PRIMARY CLIENT CONTACT(S) for AHR:

Administrative/Operations Contact(s) (print):_____

E-Mail and Telephone #: _____

Owner/Executive/Management Contact(s) (print): _____

E-Mail and Telephone #: _____

Client Agres that agreement is considered Confidential Material and Not to be Provided to Other Service Providers/Competitors

EXHIBIT A – Services and Deliverables

SERVICES TO BE PROVIDED/DELIVERED:

Client requests that AHR render the following services:

Conduct an employee survey of all employees of the county commission to assess the following aspects typically associated with human resources practices:

- Communication – (with supervisors, among departments, overall)
- Compensation – obtain employees' perception about their compensation
- Job Satisfaction – determine the overall level of job satisfaction among employees
- Respect – assess the level of respect employees have for each other compared to the level of respect they have for management.
- Retention – conduct a twofold review of retention efforts:
    - themes around why former employees left
    - ratings of the likelihood of employees potentially leaving
- Work / Life Balance along with stress and work pace – obtain a rating and compare it other report data for the other industries.
- Workplace Environment – obtain ratings on items such as safety, resources available, and ascertain employees' perception of what they suggest could be done to improve the workplace environment.

Provide survey results and observations, along with recommendations for next steps in a formal report.

Provide a presentation to share some of the results with employees.

Send individual survey links to employees and monitor participation. Include an option for employees to select a different email address to use to take the survey.

Ensure anonymity for employees taking the survey.

The client agrees to provide a list of all employees and include the following fields: valid email address, job title, supervisor, department.

The client also agreed to communicate the project to all employees so they look for the survey link. AHR can help draft a communication piece for employees.

EXHIBIT B - FEES and PAYMENT Election/METHOD Details:

For the specific services/projects/scope of specific work listed in Exhibit A of this agreement, the fees for these are agreed to as follows:

- **One thousand, seven hundred fifty and 00/100 dollars ($1,750), with eight hundred seventy-five dollars ($875) due at the start of the project and the balance due at the conclusion of the project.**

Tax Exempt Status (circle): Yes or No – Please also provide tax exempt certificate if applicable.

Provide Electronic Payment Method (check below):

_____ ACH Pull (Debit) – Complete Exhibit D attached – generally no fees – AlignHR initiates ACH through client account.

_____ ACH Push – Client will provide appropriate details as needed – generally no fees – Client initiates the ACH and will AlignHR account details and client will provide a form.

_____ QuickBooks Electronic Payment Option – link and e-mail notification will be provided once invoice is generated – fees apply per QuickBooks. Client agrees will pay any related transaction fees.

_____ Credit Card or Equivalent: Provide details and make payment on alignhr.com website – transaction fees included with payment link: https://www.alignhr.com//technology-and-tools/make-a-payment/6

Note: recurring service payments or project payments will be made as per the contract agreement terms

EXHIBIT C – Client Authorization to Receive Electronic Communications from AHR

Clients of AHR may receive written communications from AHR ("Client Communications") via e-mail without also receiving paper copies from AHR has appropriate consent from client.

If you agree to receive Client Communication electronically from AHR in lieu of paper copies, please provide your e-mail address below and acknowledge your consent by signing where indicated. While AHR may deliver paper copies of Client Communications to you from time to time, the delivery of such paper copies will not affect your consent to future delivery of electronic Client Communications. This consent may be revoked at any time, and you may elect to receive paper copies by informing AHR of this change in writing to you advisor.

The AHR electronic delivery of client communication form does not apply to or take the place of authorization forms required for electronic delivery of communications from custodians or other third parties.

☐ I/We, _____, hereby elect to receive Client Communications via e-mail at the following e-mail address (es):

_____

Until such time, if ever, that I/we change my/our e-mail address and/or revoke this consent. Notification of any change in my/our e-mail address and/or revocation must be made in a writing which is signed and delivered to AHR.

I/We hereby acknowledge that it is my/our responsibility to immediately review Client Communications delivered via e-mail to the e-mail address provided to AHR. I/We further agree to contact AHR should there be a discrepancy as to the contents therein. I/We understand that I/We may incur costs such as Internet access fees and other online charges by agreeing to receive Client Communications electronically. I/We agree to holds AHR and its affiliates, directors, officers, members, managers, employees, agents, successors, and assigns free from any damages related to or arising from the delivery of Client Communications via e-mail.

☐ I/We, _____, hereby elect NOT to receive Client Communications via e-mail from AHR at this time.

_____
Client Signature:

_____
Date:

Client Agres that agreement is considered Confidential Material and Not to be Provided to Other Service Providers/Competitors

EXHIBIT D – ACH PRE-AUTHORIZED DEBIT PAYMENTS

I hereby authorize AlignHR, LLC to initiate debit entries from the checking or savings account indicated below and the financial institution named below to debit the same to such account.

FINANCIAL INSTITUTION NAME CITY STATE

TRANSIT/ROUTING NUMBER ACCOUNT NUMBER

ACCOUNT TYPE: CHECKING _____ SAVINGS _____ (Check one)

Payment is to be withdrawn on (check one) until monies owed are satisfied:

- Date when work starts and/or finished as per agreement _____
- 1st of each month/quarter _____
- 15th of each month/quarter _____
- Other date each month/quarter _____
- Annually (list month) _____

If designated date falls on a weekend or bank holiday, the funds will be automatically debited the next business day after the due date. **The amount to be drafted is: $ _____+ 6% sales or applicable sales tax (unless tax exempt with certificate) = _____**

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire services, allowing it reasonable time to act on my notification. Proper notice to AlignHR is required as per the services agreement.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 15 calendar days following the date on which I was sent a statement of my account or a written notice of such entry, or 45 days after posting, whichever occurs first.

I understand it is my responsibility to notify AlignHR, LLC if my bank account information changes to allow them time to make adjustments to their file information. I also understand that it is my responsibility to settle any payment discrepancies with AlignHR, LLC under this services agreement.

NAME (must be the name of the person listed on the account at the financial institution):

ADDRESS

SIGNATURE DATE

Client Agres that agreement is considered Confidential Material and Not to be Provided to Other Service Providers/Competitors

Harrison County Commission

Approval to Travel

Travelers Name: Pegi L. Bailey
Department: EMERGENCY MANAGEMENT
Flatwoods
Travel Dates: SEPTEMBER 09,10,AND 11
Reason: EMERGENCY MANAGEMENT CONFERENCE

*COUNTY VEHICLE/GAS * ALL MEALS PROVIDED * NO OVERNIGHT STAY

Estimated Cost						$0.00
Transportation						$0.00
Air	$					
County Vehicle	$	0				
Private Vehicle	$	$0.00		miles @	0.65	per mile
Rental Car	$			days @		per day
Lodging		____ nights @	____	/night		
Parking		____ nights @	____	/night		
Registration						$0.00
Meals (Based on GSA per diem rates)	Per Diem less lunch provided 2-days					$0.00
Incidentals						$0.00

Approving Authority (Elected Official/Departmental Head) Pegi L Bailey Date 08/02/2024

County Commission Action ( ) Approve ( ) Disapprove

Date _____

Prepared 12/4/2014

MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE ADOPTION RESOLUTION

HARRISON COUNTY, WEST VIRGINIA

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSIONERS OF HARRISON COUNTY, WEST VIRGINIA, TO ADOPT THE REGION VI PLANNING AND DEVELOPMENT COUNCIL'S MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, the Region VI Planning and Development Council (PDC) authorized the preparation of a Multi-Jurisdictional Hazard Mitigation Plan Update ("Hazard Plan Update") on behalf of its constituent counties and municipalities; and

WHEREAS, Skelly and Loy, Inc., was selected as the consultant to assist the PDC in the preparation of the Hazard Plan Update; and

WHEREAS, a Steering Committee held a public meeting to consider the draft Hazard Plan Update on December 5, 2023; and

WHEREAS, the Steering Committee and the PDC recommended that each county and municipality in the Region VI PDC area adopt the Hazard Plan Update; and

WHEREAS, the County Board of Commissioners recognizes that the Hazard Plan Update is a non-binding, policy-oriented guidance document for the management of natural hazards and therefore desires to adopt the Hazard Plan Update as the official Hazard Plan Update for the County.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Commissioners, as follows:

Section 1: The County Board of Commissioners adopts the Hazard Plan Update entitled "Region VI Planning and Development Council Multi-Jurisdictional Hazard Mitigation Plan Update" hereinafter referred to as the "Hazard Plan Update", together with its appendices, prepared by Skelly and Loy, Inc., in the form and content presented at a duly advertised public meeting, as the County Hazard Plan Update for Harrison County.

Section 2: The Hazard Plan Update as adopted by the Commissioners shall include the following chapters and all charts, tables, diagrams, appendices, figures and textual matter contained therein:

I. Introduction

II. Hazard Identification and Risk Assessment
III. Mitigation Strategy
IV. Capability Assessment
V. Plan Maintenance Process

Section 3: The Hazard Plan Update shall include the regional hazard event profile maps entitled:

1. Doddridge County, WV
2. Harrison County, WV
3. Monongalia County, WV
4. Taylor County, WV
5. Preston County, WV
6. Marion County, WV

Section 4: This Resolution shall become effective and be in force immediately.

DULY ADOPTED this _____ day of _____, 2024, by the Commissioners of Harrison County, West Virginia, in lawful session duly assembled.

By: _____
President

_____
Commissioner

_____
Commissioner

Attest:

_____

A1

United States of America

State of West Virginia **County of Harrison, ss:**

Clerk's Fiduciary Report

Estate from Wednesday, July 31, 2024, through Tuesday, August 6, 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, August 1, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **RICHARD GARY SHEETS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

AMY ELIZABETH SHEETS LAMM, who was named in the last will and testament of **RICHARD GARY SHEETS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Friday, August 2, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of **BETTY JEAN HEBB**, deceased was referred to **ROBERT L GREER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **SHIRLEY JEAN NICHOLSON LILLEY** was appointed and qualified as ADMINISTRATRIX of the estate of **JOHN WILLIAM NICHOLSON II**, deceased. No bond was required.

The last will and testament of **WAYMAN LEE VINCENT**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DUANE ALLEN VINCENT, who was named in the last will and testament of **WAYMAN LEE VINCENT**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **JUSTINA B SPATAFORE**, deceased, late a resident of KANAWHA, WEST VIRGINIA, was admitted to record.

On, Monday, August 5, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **CLARICE JUNE WILLIAMS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

MARTA K WILLIAMS BOWEN, who was named in the last will and testament of **CLARICE JUNE WILLIAMS**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
KARL KENT WILLIAMS, who was named in the last will and testament of **CLARICE JUNE WILLIAMS**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JELAINE M GRANDT** was appointed and qualified as SUCCESSOR of the estate of **ROY CHARLES GRANDT JR**, deceased. No bond was required.

A duly exemplified copy of the last will and testament of **ROWENA ILENE LYNN**, deceased, late a resident of MORGAN, OHIO, was admitted to record.

A duly exemplified copy of the last will and testament of **FREDERICK EUGENE LYNN SR**, deceased, late a resident of , , was admitted to record.

On, Tuesday, August 6, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **BETH LYNN ROKISKY**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ROBERT W ROKISKY, who was named in the last will and testament of **BETH LYNN ROKISKY**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.