Harrison County Commission Meeting
Wednesday, September 25, 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 Harrison County Board of Education requesting $30,000 for Harrison County School Game Changer Drug Prevention Program

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Christine Mizia --- Prosecuting Attorney --- New Hire --- Effective October 1, 2024
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for August 7, 2024
   - **B.** Regular Meeting Minutes for August 14, 2024
   - **C.** Regular Meeting Minutes for August 28, 2024
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** ARPA Requisition – Greater Harrison - $622,555.00
   - **B.** 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: (NONE)**
8. **Review—Discuss—Consider** purchasing or selling County property for barn complex and/or for county asset liquidation (potential executive session pursuant to W.Va. Code 6-9A-4(b)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision)

9. **Review—Discuss—Consider** Updating Smoking Policy
10. **Review—Discuss—Consider** GE Option Agreement
11. **Review—Discuss-- Consider** Letter of Support for City-Net BEAD Grant Application
12. **Review—Discuss—Consider** FEMA project and steps to move forward
13. **Review—Discuss—Consider** Awarding bids for Update to Harrison County Comprehensive Plan
14. **Review—Discuss—Consider** Agreement between Orange Theory and the Harrison County Commission
15. **Review—Discuss—Consider** In-Line License Agreement for use of the Meadowbrook Mall as a satellite Early Voting Location for 2024 General Election
16. **Review—Discuss—Consider** a Resolution authorizing the filing of the application to the Department of Homeland Security for the 2024 Homeland Security Grant Supplemental Solicitation Program for
    - **A.** Countywide SIRN (State Interoperable Radio Network) Radios (FD)
    - **B.** Emergency Back up and Climate Control for SIRN (State Interoperable Radio Network) Tower sites
    - **C.** Digital Radio Frequency tuner for County Wide SIRN (State Interoperable Radio Network)
    - **D.** Aerial Surveillance and Public Event Security
    - **E.** ATV for Rail Trail
    - **F.** Deputy Sheriff Reserves – Project Lifesaver Equipment
    - **G.** Law Enforcement Communication SIRN Radios
17. **Administrator's Report**
18. **Commissioner Comments – Questions**

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

- **A. Weekly Fiduciary Report from the County Clerk**
    1. September 11, 2024 through September 17, 2024
- **B. Monthly Fiduciary Commission Settlements: (NONE)**
- **C. Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
    1. Greater Harrison PSD Regular Meeting Minutes for August 15, 2024
    2. Greater Harrison PSD Financial Information for August 2024

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

1. Funding Request --- Clarksburg History Museum (03-27-2024)

10:05am

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: 7-10-2024

Organization Name: Harrison County Schools

Name and Title of Requester: Dora L. Stutler, Superintendent

Mailing Address of Organization and Responsible Person: 445 West Main Street Clarksburg WV 26301

If approved, this is where the check will be sent

Telephone: (304) 326-7347 Fax (304) 326-7384 E-mail: dstutler@k12.wv.us

FEIN# _____ 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: $ 30,000

Dollar Amount REQUESTED - Grant: $ 30,000 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): Gamechanger Program - Harrison Co. Schools

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:

Funds will be used to cover cost of the Gamechanger Drug Prevention programs in Harrison Co. Schools

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? Can share on our Social media

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Harrison County Schools 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) Harrison County Schools, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Harrison Co. Schools 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) Harrison Co. Schools 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 Donna L Stutler Superintendent **Date** 7-10-2024

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Streamlined Sales Tax Governing Board, Inc.

Streamlined Sales Tax 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 for use in the states listed. Not all states allow all exemptions listed on this form. The purchaser is responsible for ensuring it is eligible for the exemption in the state it is claiming the tax exemption from. Check with the state for exemption information and requirements. The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.

1. ☐ Check if this certificate is for a single purchase. Enter the related invoice/purchase order # _____

2. Print or type

A. Purchaser's name: HARRISON COUNTY BOARD OF EDUCATION

B. Business address	City	State	Country	Zip code
445 W MAIN STREET	CLARKSBURG	WV	HARRISO	26301

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

D. Seller's address	City	State	Country	Zip code

3. Purchaser's type of business. Check 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*) _____

4. Reason for exemption. Check the letter that identifies the reason for the exemption.

- ☐ A Federal government (*Department*) * _____
- ☑ B State or local government (*Name*) * PUBLIC SCHOOL DISTRIC
- ☐ C Tribal government (*Name*) * _____
- ☐ 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 *

* see Instructions on back (page 2)

5. Identification (ID) number: Enter the ID number as required in the instructions for each state in which you are claiming an exemption. If claiming multiple exemption reasons, enter the letters identifying each reason as listed in Section 4 for each state.

	ID number	State/Country	Reason		ID number	State/Country	Reason
AR				NV			
GA				OH			
IA				OK			
IN				RI			
KS				SD			
KY				TN			
MI				UT			
MN				VT			
NC				WA			
ND				WI			
NE				WV	556000329 (1047-9035)	WV	EDUC
NJ				WY			

6. *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	Title	Date
Dora L Stutler	Dora L. Stutler	Superintendent	07/03/2024

3A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
10-1-24		| | |-| | |-| | | | |

NAME	ADDRESS
Christine L Mizia	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____	Ø	4-4
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Rachel Romeiro	DATE 9/13/24
HUMAN RESOURCES MANAGER	DATE

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5A

Pay Requistion #12
GREATER HARRISON COUNTY PSD
Route 20 - Quiet Dell Sanitary Sewer Extension

	A. Cost of Project	Total	Previous	Current	Remaining
1.	Total EsttimatedConstruction Costs				
	a. Quiet Dell Collection System	$ 9,561,250.00		$ -	$ 9,561,250.00
	b. Wastewater Treatment Plant	$ 8,470,000.00			$ 8,470,000.00
	c. Contingency	$ 2,658,750.00	$ -	$ -	$ 2,658,750.00
2.	**Technical Services**				
	a.Study and Report Phase	$ 60,000.00	$ 60,000.00	$ -	$ -
	b. Preliminary Design	$ 800,000.00	$ 800,000.00	$ -	$ -
	c. Final Design	$ 420,000.00		$ 420,000.00	$ -
	d. Bidding and Negotiation	$ 70,000.00			$ 70,000.00
	e. Resident Project Representative	$ 750,000.00			$ 750,000.00
	f. Construction (Engineering During Construction)	$ 500,000.00			$ 500,000.00
	g. Post Construction	$ 30,000.00			$ 30,000.00
	h. Special Services				$ -
	i. Preperation of Application/ Facility Plan Approval	$ 15,000.00	$ 15,000.00	$ -	$ -
	ii. Environmental Coordination	$ 25,000.00	$ 25,000.00	$ -	$ -
	iii. Engineering and Topographic Surveys	$ 50,000.00	$ 37,500.00	$ 12,500.00	$ -
	iv. Survey Lands and Rights-of-Way	$ 100,000.00	$ 80,000.00	$ -	$ 20,000.00
	v. Aerial Mapping	$ 30,000.00	$ 30,000.00	$ -	$ -
	vi. Geotechnical Engineering	$ 50,000.00	$ 50,000.00		$ -
	vii. Asset Management Plan	$ 35,000.00			$ 35,000.00
	viii. O&M Manual	$ 75,000.00			$ 75,000.00
3.	**Lands and ROWS**				$ -
	a. Lands and Rights-of-Way Acquisitions	$ 500,000.00	$ 83,725.00	$ 56,160.00	$ 360,115.00
	b. Rights-of-Way Meeting Assistance	$ 70,000.00	$ 35,000.00	$ 35,000.00	$ -
	c. Rights-of-Way Acquistion	$ 100,000.00	$ 56,250.00	$ 6,775.00	$ 36,975.00
	d. Fee Takes	$ 100,000.00	$ 8,300.00	$ -	$ 91,700.00
4.	**Legal Fees**				$ -
	a. Legal (Right-of-Way Attorney)	$ 125,000.00			$ 125,000.00
	b. Legal (Land Acquistion Attorney)	$ 10,000.00			$ 10,000.00
	c. Legal (Project Attorney)	$ 50,000.00		$ 50,000.00	$ -
5.	**Administration Fees**				$ -
	a. Accounting	$ 40,000.00		$ 40,000.00	$ -
	b. Administration	$ 120,000.00	$ 10,896.00	$ 2,120.00	$ 106,984.00
6.	**Financing**				$ -
	a. Bond Counsel	$ 50,000.00			$ 50,000.00
7.	**Permits**				$ -
	a. WVDOH	$ 60,000.00			$ 60,000.00
	b. NPDES Storm Water	$ 2,000.00			$ 2,000.00
8.	**Miscellaneous**				$ -
	a. Project Contingency	$ 98,100.00			$ 98,100.00
9.	**Total Project Cost (line 8 plus line 10)**	**$ 25,025,100.00**	**$ 1,291,671.00**	**$ 622,555.00**	**$ 23,110,874.00**
	B. Sources of Funds				
10	Harrison County Commission ARPA Funds	$ 7,825,100.00	$ 1,291,671.00	$ 622,555.00	$ 5,910,874.00
10	WDA EEG Funds	$ 8,000,000.00	$ -	$ -	$ 8,000,000.00
10	CWSRF Principal Forgivness	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00
10	WVIJDC Grant	$ 1,000,000.00		$ -	$ 1,000,000.00
10	WVIJDC Loan 1% 40 Year	$ 7,200,000.00	$ -	$ -	$ 7,200,000.00

Signature of Authorized Representative
9/19/2024
Date

Signature of Consulting Engineer
9/19/2024
Date

5B

Date of Meeting	September 25, 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	QU	Needed
Commission	A-1 Exterminating Co	Pest Control (4 invoices)	$563.25							
Commission	Town of Nutter Fort	Water & Waste	$434.21							
Commission	Mon Power	Courthouse & Annex	$25,649.06							
Commission	YMCA	Employee Wellness	$96.00							
Commission	Visual Edge	Copier Rental	$399.02							
Commission	U S Bank	Office Chair	$269.99							
Commission	Exponent Telegram	Legal Ads (2invoices)	$104.80							
Commission	Clarksburg Water Board	633 W. Pike St.	$118.98							
Commission	Uline	Supplies (2 invoices)	$938.69							
Commission	Unifirst	Carpet Runners & Hand Sanitizer	$447.09							
Commission	MVB Bank	609 W. Main St. Property	$6,222.12							
Commission	Harrison County Bank	Airport Property Payment	$34,395.48							
Commission	Advantage Technology	Monthly Agreement	$4,230.00							
Commission	Greater Harrison PSD	ARPA Funds						$622,555.00		
Commission	Hart Office	Copier Rental	$220.60							
Commission	R D Wilson	Supplies	$77.40							
Commission	Trudo Albert Fire Equip.	10 X 50 ft. hose	$1,841.47							
Commission	WV Game Changers	Drug Prevention Program								$30,000.00
Assessor	Amazon.com	HP Color LaserJet Pro Printer	$379.00						$379.00	
Circuit Clerk	Casto & Harris	Checks	$140.00							
Prosecutor's Office	Allison J. Kelley, CCR	Transcripts	$92.00							
Maintenance	Airgas	Various Supplies	$507.27							
Maintenance	Sandy's	Supplies	$68.56							
Maintenance	Paramount Safety	Supplies	$169.50							
Maintenance	Lowe's	Supplies	$577.71							
Community Corrections	Alcohol Monitoring System	Monitoring Fees				$1,335.93				
Community Corrections	Chenoweth Ford	Oil Filter				$14.98				
Community Corrections	Buddi US, LLC	Monitoring Fees				$3,142.60				
Community Corrections	Harrison Co. Commisson	Rent				$15,000.00				
Community Corrections	James & Law	Supplies				$395.00				
Community Corrections	Lowe's	Supplies				$762.58				
Community Corrections	U S Bank	Supplies				$820.36				
Community Corrections	Bestnotes	Monthly Subscription				$521.00				
Planning	U S Bank	Training	$150.00							
911 Center	Geo Comm	Annual Subscription		$6,000.00						
911 Center	Lowes	Cleaning Supplies			$41.74					
911 Center	Universal Engineering	Generator Repairs		$5,583.34						
911 Center	Biddle Consulting Group	Annual Software		$3,245.00						
911 Center	A-1 Exterminating	Pest Control			$75.00					
911 Center	The Water Shop	Water Service			$15.00					
911 Center	Mon Power	Salem Tower		$497.64						
Animal Control	IdentoGo (4 invoices)	Fingerprints			$189.00					

Date of Meeting	September 25, 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
Animal Control	Lowe's	Cleaning Supplies			$70.73					
County Clerk	Exponent Telegram	Legal Ads	$245.40							
County Clerk	Wal Mart	Election Supplies	$167.88							
Law Enforcement	Trapuzzano's	Uniform	$140.43							
Law Enforcement	Exponent Telegram	Legal Ads	$50.00							
Law Enforcement	U S Cellular	Cellular Account	$2,467.81							
Law Enforcement	Markl Supply Co.	Glocks	$500.00							
Law Enforcement	Robins Perfect Fit	Alterations	$60.00							
Law Enforcement	Benny's Boot Hill	Safety Toe Shoes	$125.91							
Law Enforcement	AT & T Mobility	LPR & Equipment	$120.72							
Law Enforcement	Truist Bank	Various Charges	$3,866.76							
Law Enforcement	Skasiks Cleaners	Dry Cleaning	$130.00							
Law Enforcement	Truist Bank	Dare Supplies								$962.40
Law Enforcement	Truist Bank	Supplies	$326.39							
Law Enforcement	Robins Perfect Fit	Alterations	$93.00							
Parks & Rec	Unifirst	Carpet Runners			$29.07					
Parks & Rec	Mon Power	Spelter Park			$30.15					
Parks & Rec	Sammi Mike	Refund			$300.00					
Parks & Rec	Unifirst	Carpet Runners			$33.46					
Parks & Rec	Sandy's	Supplies			$103.40					
Parks & Rec	Marsh	Supplies			$61.24					
Parks & Rec	Lowe's	Supplies			$86.46					
Parks & Rec	Krogers	Supplies			$32.86					
Security	Skasiks Cleaners	Dry Cleaning			$48.00					
Security	Skasiks Cleaners	Dry Cleaning			$243.59					
			$86,386.50	$15,325.98	$1,359.70	$21,992.45	$0.00	$622,555.00		$30,962.40
					Grand Total :	$778,582.03				

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

Date of Meeting	September 25, 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

EXONERATIONS

RE 579

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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **JOHNSON SUSAN LYNN WARNER** whose address is, 53 PHOENIX ST SPRINGFIELD, MA 01104, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **450** on **.0500 INT 164.19 AC O&G/C-M/O SIMPSON CREEK CID MAP 1/30**, Class **3/4** in **SARDIS**, 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 **450**. 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 account erroneously created in wrong district. It all ready exist in District 15 where it is correctly assessed. Exonerate a value of 450 at a Class 3 rate of levy to correct the overcharge. ***CANCEL TICKET & MARK IMPROPER***

District: **14 - SARDIS**
Account No. **6954717**
Ticket No. **47279**
Tax Year **2024**
Parcel ID: **149999069547170000**

Amount Exonerated: $10.32

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR Joseph M. Romano

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

RE 580

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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **PRYOR JUDITH G** whose address is, C/O JANICE L VAN DURME 25 429 JAMES ST BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **113460** on **1 LOT E HESS ACRES (429 JAMES ST)**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **74820**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **38640**. 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 had major water damage. The appraiser adjusted value on dwelling to reflect the damage. Exonerate a value of 38,640 at a Class 4 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **6328315**
Ticket No. **59057**
Tax Year **2024**
Parcel ID: **162404017900000000**

Amount Exonerated: $1163.37

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE581

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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SCHLICKER RICKY G & VALA KAY** whose address is, 300 MIKKAHS WAY CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **114360** on **99.46 AC DAVISSON RUN** , Class **2** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **13680**, Class **2** in and for the year **2024**, resulting in a difference in assessed value of **100680**. 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 applied for farm exemption in 2024 tax year & was approved. The exemption was not applied to this parcel. Exonerate a value of 100,680 at a Class 2 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **6231776**
Ticket No. **2881**
Tax Year **2024**
Parcel ID: **01 325002200000000**

Amount Exonerated: $1154.80

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R. Romano

EXONERATIONS

RE 582

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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **RIDDLE KIMBERLY RENEE** whose address is, PO BOX 1081 CLARKSBURG, WV 26302, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **120** on **1 LOT #124 PEE KAY ADD** , Class **2** in **COAL-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 **120**. 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 have been completely under the Homestead Exemption. Exonerate a value of 120 at a Class 2 rate of levy to correct the overcharge. ***CANCEL TICKET & MARK IMPROPER***

District: **07 - COAL-OUTSIDE**
Account No. **6403322**
Ticket No. **23447**
Tax Year **2024**
Parcel ID: **071110020700000000**

Amount Exonerated: $1.37

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 583

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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SEVENTH DAY BAPTIST MEMORIAL** whose address is, 3120 KENNEDY RD JANESVILLE, WI 53545, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **5050** on **INT LEASED O&G**, Class **3/4** in **UNION-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 **5050**. 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 Non-Taxable per correspondence provided by Director of Finance, Ronald Ochs. Royalties from HG Energy used for Evangelism. Exonerate a value of 5,050 at a Class 3 rate of levy to correct the overcharge. ***CANCEL TICKET & MARK IMPROPER***

District: **20 - UNION-OUTSIDE**
Account No. **7081455**
Ticket No. **76406**
Tax Year **2024**
Parcel ID: **209999070814550000**

Amount Exonerated: $115.84

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

RE584

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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **TRUSTEES OF BRICK CHURCH CEMETARY** whose address is, PO BOX 241 LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3370** on **INT LEASED O&G**, Class **3/4** in **UNION-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 **3370**. 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 Non-Taxable per Trustee Cindy Lawrence @ West Milford Satellite. Royalties from HG Energy used for upkeep for the cemetary. Exonerate a value of 3,370 at a Class 3 rate of levy to correct the overcharge. ***CANCEL TICKET & MARK IMPROPER***

District: **20 - UNION-OUTSIDE**
Account No. **7081464**
Ticket No. **77466**
Tax Year **2024**
Parcel ID: **209999070814640000**

Amount Exonerated: $77.30

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

RE585

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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SCHLICKER RICKY G & VALA K** whose address is, 300 MIKKAHS WAY CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1620** on **1 LOT 2 VALRIC ESTATES PH I (1.40 ACRES)** , Class **2** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **200**, Class **2** in and for the year **2024**, resulting in a difference in assessed value of **1420**. 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 applied for farm exemption in 2024 tax year & was approved. The exemption was not applied to this parcel. Exonerate a value of 1,420 at a Class 2 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **6850482**
Ticket No. **2878**
Tax Year **2024**
Parcel ID: **01 325002200030000**

Amount Exonerated: $16.29

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR
Joseph A Romano

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

RE 501

CORRECTIVE 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 25th day of September, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MAYER MARY** whose address is, 224 HOWARD ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **8220** on **1 LOT 120 FT HOWARD ST (GARAGE)**, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **8220**, 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 should have been assessed at a Class 2 due to close proximity to homesite. Create a ticket value of 8,220 (L-6,900 B-1,320) at a Class 2 rate of levy to properly assess and allow discounts and half year payments as afforded all taxpayers.

District **03 - CLARK-CLARKSBURG**
Account No. **6020600**
Ticket No. **8549**
Tax Year **2024**
Parcel ID: **03 28033600000000**

Amount Exonerated: **$250.21**
Corrected Ticket Amount: **$ 125.1**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Remus

Harrison County Commission

Smoking Policy

Section 1. General

1. **Purpose. -** To establish a policy that prohibits tobacco use on the Harrison County Commission
2. **Authority.** –
3. **Scope.** - This policy applies to all employees of the Harrison County Commission and all individuals located at or visiting the Harrison County Commission grounds. Employees, visitors, contractors, and vendors shall also be required to comply with this policy.
4. **Effective Date.** – September 25, 2024
5. **Revision History –** This is the first Harrison County Commission policy regarding tobacco free Harrison County Commission grounds.

Section 2. Policy

1. Use of tobacco products, in any form, by employees located on or visiting the Harrison County Commission grounds is prohibited. Visitors, contractors, and vendors shall be required to comply with this prohibition on the use of tobacco products. The policy is in effect at all times.

Section 3. Communication of Policy and Designation of the Tobacco Free Boundaries

1. Signs posted at all vehicular and pedestrian entry ways to the Harrison County Commission grounds will indicate that the grounds are tobacco free. The policy will be posted on the Harrison County Commission website. In addition, implementation of the policy will be communicated internally by a variety of electronic and written means. All publications inviting individuals to apply for employment or to attend meetings and conferences on the Harrison County Commission grounds shall indicate that the grounds are tobacco free.

Section 4. Compliance

1. All employees located at or visiting the grounds of the Harrison County Commission must comply with this policy. Violation of this policy by employees may subject them to disciplinary action, up to and including termination of employment. Violation of this policy by employees, visitors, contractors, and vendors may subject them to being asked to leave the Harrison County Commission grounds.

Section 5. Responsibility for Application/ Interpretation/ Development of Procedures

1. Responsibility for the application and interpretation of this policy and the development of procedures rests with the Harrison County Commission. Any procedures developed by the Office of the Harrison County Commission or material changes thereto shall be posted for ten (10) working days before the procedures become effective.

September 25, 2024

West Virginia Department of Economic Development
1900 Kanawha Blvd. East
Charleston, WV 25305

Re: WVBEAD application for Citynet – Unserved/Underserved residents of Harrison County

To Whom It May Concern,

I am writing on behalf of the Harrison County Commission to express our very strong support for Citynet's application to the West Virginia Broadband Equity Access and Deployment (WVBEAD) program. As County Commission President, I am keenly aware of the critical need for expanded broadband infrastructure to ensure that all residents and businesses in Harrison County have access to reliable, high-speed internet.

Citynet is a non-publicly traded West Virginia-based ISP with corporate headquarters in Bridgeport, WV. They have been working proactively for many years to bring quality Internet services to West Virginia residents. For example, in 2015, Citynet partnered with the City of Bridgeport on a project called GigaPort which created the first 'Gigabit city' in West Virginia. Their plans for future projects will leverage WVBEAD program funds to extend broadband access to unserved, underserved, and rural areas of West Virginia. These actions are timely and essential for our county's continued growth and prosperity.

Reliable high-speed internet is no longer a luxury; it is a necessity for various aspects of modern life, including:

1. **Education**: Ensuring that students and educators have access to high-speed internet is essential for online learning, accessing educational resources, and participating in virtual classrooms. The expansion of broadband will provide all students in our county with equal opportunities to succeed academically.
2. **Healthcare**: Telemedicine has become increasingly important, particularly in rural areas where healthcare facilities may be limited. High-speed internet allows residents to consult

with healthcare professionals remotely, receive timely medical advice, and manage chronic conditions effectively.

3. **Economic Development**: Broadband access is critical for businesses to operate efficiently, reach broader markets, and create jobs. Expanding high-speed internet will attract new businesses to our county, support the growth of existing ones, and stimulate our local economy.
4. **Quality of Life**: Reliable internet access enhances residents' quality of life by providing access to information, entertainment, and communication tools that are essential in today's digital age.

The Harrison County Commission is fully committed to supporting initiatives that promote digital equity and economic development. We believe that Citynet's participation in the WVBEAD program will have a transformative impact on our community by bridging the digital divide and providing essential infrastructure for the future.

We enthusiastically support Citynet's application and urge the West Virginia Department of Economic Development to approve their participation in the WVBEAD program.

If you have any questions or require assistance, please do not hesitate to contact me.

Thank you for your attention to this important matter.

Respectfully,

_____

Susan J. Thomas, President
Harrison County Commission

WVULAW
LAND USE & SUSTAINABLE DEVELOPMENT LAW CLINIC

September 11, 2024

Office of the Harrison County Commission
Laura Pysz, County Administrator
229 South 3rd Street
Clarksburg, West Virginia 26301
CountyAdministrator@HarrisonCountyWV.gov

RE: RFP No. 08152024 – Comprehensive Plan Update
Land Use and Sustainable Development Law Clinic
West Virginia University College of Law
P.O. Box 6130
Morgantown, WV 26506-6130

Dear Administrator Pysz:

On behalf of the Land Use and Sustainable Development Law Clinic at WVU College of Law, I submit this proposal in response to the Request for Proposals for the update of the Harrison County Comprehensive Plan.

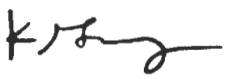
The Land Use Clinic is the leading provider of planning services in the state of West Virginia.[1] The Land Use Clinic has worked with numerous communities to draft comprehensive plans and land use ordinances in accordance with the requirements of the West Virginia Code.[2] Eight of those comprehensive plans have been county comprehensive plans, many of which included municipalities consenting to the county plan. Team leader Christy DeMuth is a member of the American Institute of Certified Planners with almost 20 years of land use planning experience. She has led the development of numerous comprehensive plans in West Virginia, including Harrison, Doddridge, Wyoming, Mineral, and Lewis counties. Jesse J. Richardson, Jr. has over 35 years of experience advising local governments in Virginia and West Virginia on land use planning issues.

In addition, the Land Use Clinic focuses on outreach and education, training local government officials to promote sustainable land use policies and practices. Plans developed by the Land Use Clinic include an action plan to support effective implementation of objectives identified during the planning process. The adopted comprehensive plan will be clear and accessible for staff,

[1] For a list of plans completed in whole or in part by the Land Use Law Clinic see https://landuse.law.wvu.edu/projects/comprehensive-plans
[2] To see checklists on drafting comprehensive plans and ordinances that are compliant with West Virginia Code see https://landuse.law.wvu.edu/resources

residents, and elected officials to read and implement. The Clinic's veteran staff will ensure that the comprehensive plan meets all legal requirements and accurately reflects the community's goals and objectives. If the county needs further information or if you have any questions regarding our proposal, please feel free to contact me at 304-293-2757 or at katherine.garvey@mail.wvu.edu.

Sincerely,



Katherine Garvey
Director

WVULAW
LAND USE & SUSTAINABLE DEVELOPMENT LAW CLINIC

Proposal to Develop a Comprehensive Plan Update for Harrison County

Date	Services Performed By:
September 11, 2024	Land Use and Sustainable Development Law Clinic West Virginia University College of Law 101 Law School Drive, Morgantown, WV 26506 (304) 293-2757 Fax (304) 293-7465 www.landuse.law.wvu.edu

The Land Use and Sustainable Development Law Clinic at the West Virginia University College of Law ("Land Use Clinic") proposes to develop an update to the 2016 Comprehensive Plan for Harrison County at a cost not to exceed $32,000. This cost may be spread across two budget years, at the option of the County. The Comprehensive Plan will meet all statutory requirements for compliance with the West Virginia Code. Optional services include additional open houses, focus groups at local high schools, municipal participation, and new design/layout, for an additional cost.

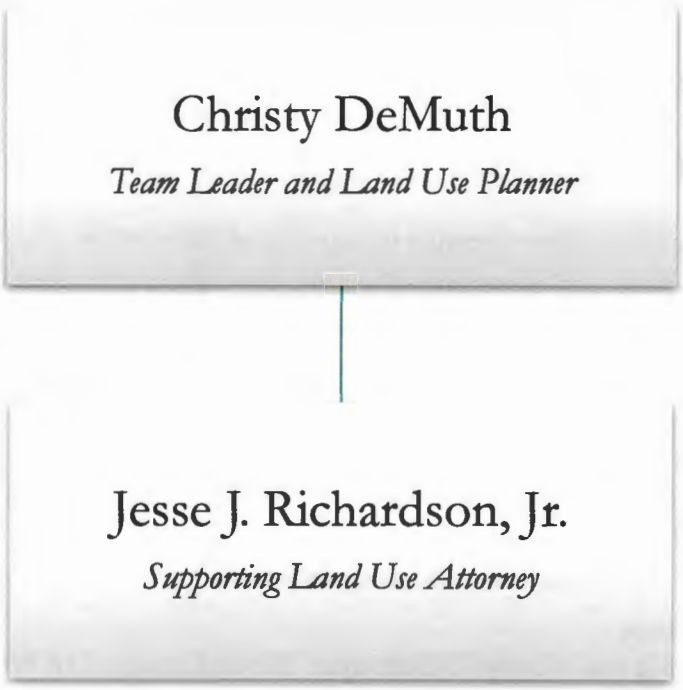
Qualifications of the Land Use Clinic

The vision of the Land Use Clinic is to improve the quality of life in West Virginia through land use planning, land conservation, and education. Over the last eleven years, the Land Use Clinic has supported over 50 communities, including 11 counties, with the development of 39 comprehensive plans and 20 zoning ordinances. For example, the Land Use Clinic worked with the following local governments:

- **Calhoun County Comprehensive Plan**
  Shelia Burch, President of the Calhoun County Planning Commission and Executive Director of the Little Kanawha Area Development Corporation, PO Box 508, Elizabeth, WV 26143 sburch@littlekanawha.com (304) 483-4679
- **Floodplain Ordinance**
  Melissa Scott, Planner and Floodplain Manager, Hardy County, 116 Washington Street, Moorefield, WV 26836 mscott.hardyplanner@gmail.com (304) -530-0257
  Wyoming County Comprehensive Plan
- Christy Laxton, Executive Director, Wyoming County Economic Development Authority, 506A River Road, PO Box 1828, Pineville WV 24874 christylaxton@wyomingcounty.com (304) 732-6707

Project Team

Christy Burnside DeMuth, AICP, Land Use Planner would lead the effort with support from Jesse J. Richardson, Jr., Lead Land Use Attorney. Christy DeMuth is a member of the American Institute of Certified Planners with almost 20 years of land use planning experience. She has led the development of numerous comprehensive plans in West Virginia, including Harrison, Doddridge, Wyoming, Mineral, and Lewis counties. Ms. DeMuth's role take the lead on all tasks listed in the scope of work. As appropriate, Christy will supervise third-year law students to support reviewing and developing the comprehensive plan update. Jesse J. Richardson, Jr. has over 35 years of experience advising local governments in Virginia and West Virginia on land use planning issues. Mr. Richardson is a licensed attorney and will confirm compliance with Chapter 8A of the West Virginia Code and assist Christy with the review and drafting of the plan.



Jesse J. Richardson, Jr. is a Professor of Law and the Lead Land Use Attorney at the Land Use and Sustainable Development Law Clinic at the West Virginia University College of Law. Before coming to WVU, Professor Richardson was an Associate Professor in Urban Affairs and Planning at Virginia Tech. He holds a B.S. and M.S. in Agricultural and Applied Economics from Virginia Tech and a J.D. from the University of Virginia School of Law. He began his legal career in private practice in his hometown of Winchester, Virginia. His research and experience

focus on energy law, agricultural law, land use law, and water law. He has advised local governments in Virginia and West Virginia on land use planning issues for over 35 years.

Professor Richardson previously served on the Board Directors of the American Agricultural Law Association (AALA), including stints as President-Elect and President of that organization, the Virginia Water Policy Technical Advisory Committee, the National Cave and Karst Research Institute Board, and the Board of the American Water Resources Association. He was honored with the 2022 AALA Distinguished Service Award, 2022 AALA Professional Scholarship Award, 2009 University Certificate of Excellence in Outreach and the 2004 William E. Wine Award for a history of teaching Excellence from Virginia Tech (the highest teaching award granted by the university), and the AALA 1999 Professional Scholarship Award.

Christy DeMuth, AICP is the Land Use Planner at the Land Use and Sustainable Development Law Clinic. Christy received her Bachelor of Science in Environmental Resources Management from Penn State in 2003 and a Master of Science in Geography from the Indiana University of Pennsylvania in 2005. She began her career in government, first working at Peters Township, a suburb of Pittsburgh, in the Planning Department and then in the Department of Economic Development in Allegheny County, the second largest county in Pennsylvania. In 2006, DeMuth began planning work in the private sector in Pittsburgh, where she managed several planning projects, such as comprehensive plans, zoning ordinances, subdivision and land development ordinances, planning studies, economic development plans and corridor studies. As a project manager, Christy was responsible for coordinating public participation efforts for all her clients, which included facilitating numerous public meetings, focus group meetings, committee meetings, and educational workshops. She is also well versed in the use of Geographic Information Systems (GIS). In her past nine years with the Land Use and Sustainable Development Law Clinic, Christy has developed numerous comprehensive plans and zoning ordinances for communities throughout West Virginia. Christy has also been a member of her township planning commission since 2015.

Project Approach

The West Virginia Code requires that the Harrison County Comprehensive Plan be reviewed and updated every ten years. A comprehensive plan update provides an ideal platform to provide a blueprint for new momentum in the county. The Land Use Clinic has previously worked in Harrison County and is eager for the opportunity to build on existing relationships in assisting with a comprehensive plan update. The Land Use Clinic has extensive experience working with County Commissions and Planning Commissions on comprehensive planning efforts.

The update to the comprehensive plan will be a policy document that prioritizes important projects and provides land use guidance for future development and revitalization efforts. The plan can also be used to market the county and attract new residents and business owners, as well as to show community support in grant applications.

The comprehensive plan process will also include a thorough review of all county land use ordinances to ensure consistency with the comprehensive plan update and compliance with the West Virginia Code. As part of this review, the Land Use Clinic will interview key stakeholders affected by these plans to understand issues and concerns regarding future development.

This proposal is structured to meet minimum statutory requirements and use Land Use Clinician time in an efficient way to keep costs down for the benefit of Harrison County. The Land Use Clinic will use the 2016 Comprehensive Plan as the starting point and make needed changes to the plan as identified by the Planning Commission and the County Commission.

Detailed Work Plan

Planning Commission Audit

The Land Use Clinic will review the ordinance creating the planning commission to ensure the ordinance is in compliance with the West Virginia Code Chapter 8A. The Clinic will also ensure all planning commissioners terms of office are current.

Municipal Coordination

The Land Use Clinic will incorporate municipalities that wish to participate in the comprehensive plan process and coordinate consent by each consenting municipality.

Facilitation of Meetings with Local Leadership

The Land Use Clinic will work with the County Commission, the Harrison County Planning Commission, county attorney, staff, and other local leaders to identify appropriate public input procedures, identify key stakeholders, and thoroughly review all existing plans. This process will give the team an idea of how to move forward without replicating any steps. The Land Use Clinic will work with the Planning Commission throughout the comprehensive planning process to collect background data, identify a vision, and create an action plan that complies with the goals and objectives of the corporation and its residents.

Review the existing 2016 Comprehensive Plan.

The Land Use Clinic will perform a thorough review of the existing Comprehensive Plan. A major focus of the review will be an identification of action items that have not been implemented since 2016 and a discussion with stakeholders about whether those action items are still priorities.

Collection of Stakeholder Interviews

The Comprehensive Plan Update will be tailored to Harrison County and will include interviews with local stakeholders, as needed, to ensure a full cross-section of the community has had an opportunity to participate.

Public Input

Public input will be vital to ensure the plan's success and initiate change in the County. The Clinic will review input from the 2016 Comprehensive Plan and other planning studies. The Clinic and local officials will determine the best way to solicit additional information from citizens and members of the public. The Land Use Clinic can facilitate an open house to ensure that there is opportunity for public review and input prior to plan adoption. An online survey can also be utilized to gather information from those who typically do not or who cannot attend public meetings. These surveys have often yielded great results. For example, during the Hinton Comprehensive Plan process the Planning Commission developed an online survey and received 402 responses. For more information on our public input process, see the detailed timeline below.

Visioning and Data Collection

The Land Use Clinic will gather and synthesize information from the latest Census and from other sources to identify statistical and historical conditions and trends within the county, including, but not limited to: employment, including workforce participation; income; infrastructure; housing; education, health, and social services; and social, cultural, and recreational opportunities.

Needs Assessment and Action Plan

Based on the public input received and data obtained during the visioning and data collection process, the Land Use Clinic will facilitate community-driven identification of issues of common concern. These issues will then be developed into specific goals, objectives, and action steps (together with potential sources of funding). The end result will be a plan with clear steps that the county needs to take in order to achieve its desired goals and objectives.

Compliance with Chapter 8A of the West Virginia Code

Certified AICP planners and licensed attorneys will develop the needs assessment, help facilitate meetings, and draft sections of the comprehensive plan in compliance with Chapter 8A of the West Virginia Code. The entire comprehensive plan draft will be thoroughly analyzed to ensure that it not only meets the needs of Harrison County but meets the required objectives and components of Chapter 8A.

Optional Services

The optional services listed below would be an additional cost on top of the base price. The Land Use Clinic may add optional services and chapters, for an additional charge, based on the needs of Harrison County.

New Design/Layout of the Plan

To help save money, the Land Use Clinic can utilize the layout and design of the previous comprehensive plan completed in 2016. While the goals, objectives, and action items may need to change, the basic layout and design of the plan would stay the same. If Harrison County desires a new look to the comprehensive plan update, the Land Use Clinic can create a new design and layout to meet the needs of the community.

Youth Focus Groups and/or Youth Survey

The Land Use Clinic can visit the four Harrison County High Schools to conduct a youth focus group to identify the issues and concerns of the youth. The Clinic can also develop an online survey geared specifically to the younger population. Younger people are an important demographic of the community that often do not participate in planning efforts. During the 2016 comprehensive plan process, the Clinic and County staff held youth focus groups at Lincoln, Liberty, South Harrison, and Bridgeport High Schools.

Additional Open Houses

Harrison County is a large county with different regions and varying land uses. During the 2016 comprehensive plan process, the Clinic and County staff held open houses in Clarksburg, Shinnston, Salem, and Lost Creek to gain a better understanding of specific concerns in each region.

Municipal Participation in Comprehensive Plan

During the 2016 comprehensive plan process, five municipalities (Anmore, Lost Creek, Nutter Fort, Stonewood, and West Milford) agreed to participate in the county comprehensive plan process and use the county comprehensive plan as their own. Each municipality held their own open house to gather information.

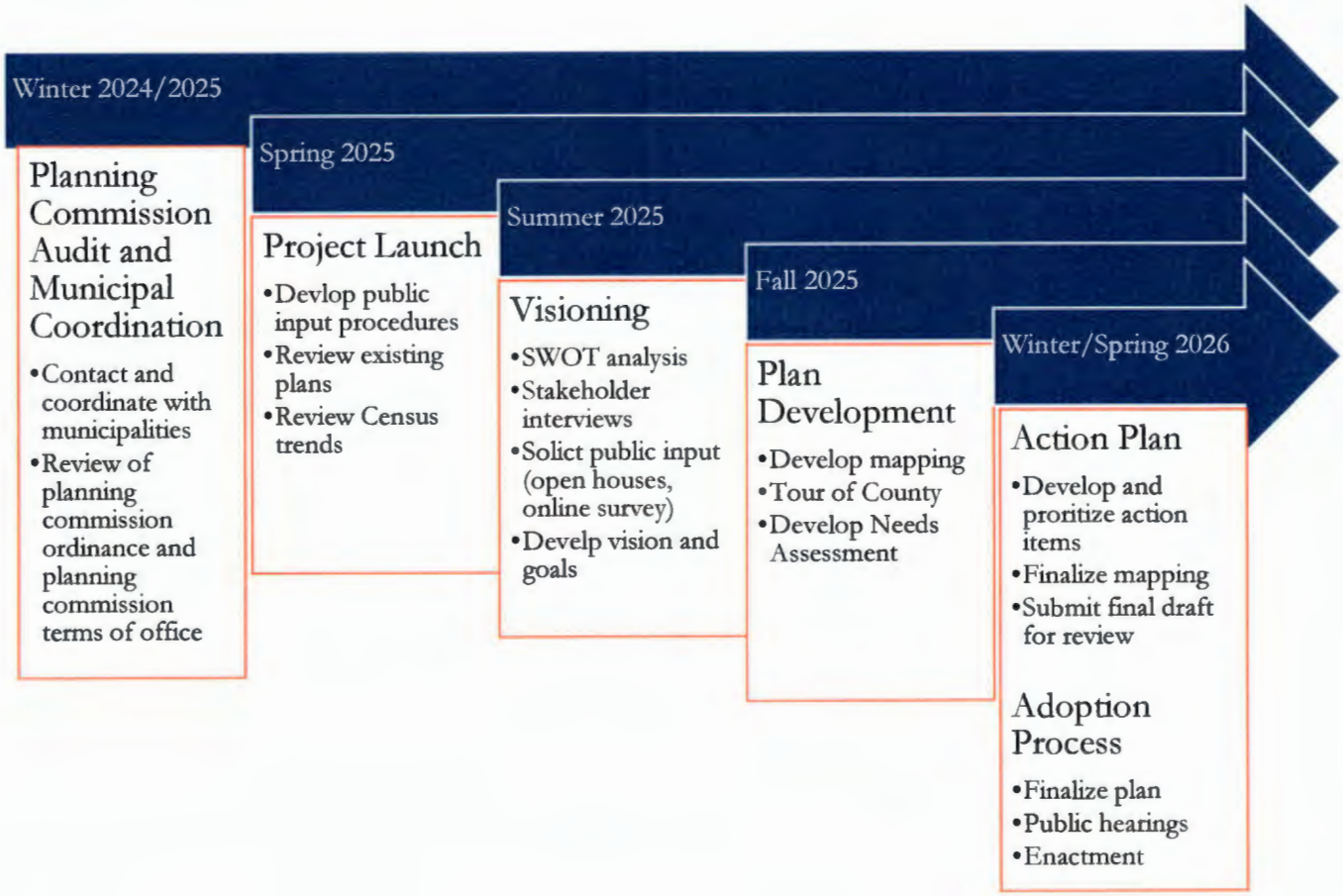
An optional cost of this proposal also incorporates the original 5 municipalities into the comprehensive plan process update. The mandatory elements of a comprehensive plan specific to these communities would be integrated throughout the County Plan. The municipalities must participate throughout the planning process. During the adoption phase, the municipalities would then have to "consent" to the County Comprehensive Plan and the plan would then officially be considered their plan. This integrated process will keep the cost low compared to a traditional

stand-alone municipal comprehensive plan. If the county and/or municipality desires a more detailed approach, then additional time and cost may be warranted beyond the base cost.

Conflicts of Interest

The Land Use Clinic does not maintain any conflicts of interest or litigation involving Harrison County within the past five (5) years, including any lawsuit dismissals and/or termination outcomes. Proof of professional licensing to conduct business in the State of West Virginia is attached.

Timeline



Harrison County Comprehensive Plan Update Budget - Cost for Land Use Clinic		
		Total
Public Input		
	Municipal Coordiation	$5,000
	Planning Commission Meetings (8 total meetings)	$4,000
	Publicize the Plan (Brochure, Press Releases, Online Survey, etc)	$2,000
	Stakeholder Interviews	$1,000
	Open House (1 meeting)	$2,000
Total Public Input Costs		*$14,000*
Plan Development		
	Tour of Harrison County	$500
	Review of Existing Plans	$500
	Community Snapshot	$2,000
	Review of Land Use Ordinances	$1,000
	Visioning and Needs Assessment	$6,000
	Action Plan	$6,000
	Mapping	$3,000
Total Plan Development Costs		*$19,000*
Plan Adoption		
	Meeting with County Commission	$500
	Coordination with County regarding Adoption Process and 2 Public Hearings	$500
Total Plan Adoption Costs		*$1,000*
Cost of Update		**$34,000**
Optional		
	New Design/Layout of Plan	$5,000
	Youth Workshops at the 4 High Schools	$4,000
	Youth Survey	$1,000
	3 additional open houses (1 open house is included in the base price)	$6,000
	Municipal participation in Comprehensive Plan (5 municipalities)	$15,000
Subtotal		*$31,000*
Cost of Optional Services		**$31,000**
Total Cost of Update Plus All Optional Services		**$65,000**

State of West Virginia

Certificate

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

WEST VIRGINIA UNIVERSITY RESEARCH CORPORATION

was incorporated under the laws of West Virginia and a Certificate of Incorporation was issued by the West Virginia Secretary of State's Office on June 26, 1985.

I further certify that the corporation has not been revoked or administratively dissolved by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Dissolution to the corporation.

Accordingly, I hereby issue this Certificate of Existence

CERTIFICATE OF EXISTENCE

Validation ID:3WV5K_CEB59

Given under my hand and the Great Seal of the State of West Virginia on this day of

March 25, 2021

Mac Warner

Secretary of State

Notice: A certificate issued electronically from the West Virginia Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Validation Page of the Secretary of State's Web site, https://apps.wv.gov/sos/businessentitysearch/validate.aspx entering the validation ID displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate.

HARRISON COUNTY COMMISSION
Orange Theory

EFFECTIVE DATE: September 25, 2024

Beginning the effective date of this agreement *Orange Theory* will offer membership to the Harrison County Commission for use by county employees according to the terms and pricing of the following plan:

1. The Harrison County Commission will offer employees an opportunity to participate in all *Orange Theory* activities as a member.

2. The Harrison County Commission will provide *Orange Theory* with an amount in monthly payment "per participating employee" at the corporate membership plan scheduled rate of $32.00 per participating employee. "Participating employee" means only those employees that use the facilities (Verified by employee sign-in sheets and computer printout) three (3) or more times within the calendar month. If a "participating employee" visits less than three (3) times per month, no billing will be sent for that particular employee for the month. Billing for "participating employees" will be sent to the Harrison County Commission monthly at the following address:

   Harrison County Commission
   229 South Third Street
   Clarksburg West Virginia 26301

3. During the term of the Agreement *Orange Theory* shall establish a sign-in book in which county employees MUST initial each time they utilize the facility. These sign-in sheets will be forwarded with the monthly billings as per item 2 above. This record will also be backed up with a computer membership card scan report.

4. For those county employees who desire to establish a family membership with *Orange Theory,* the Harrison County Commission will continue to provide *Orange Theory* with the corporate membership plan rate ($32.00) monthly as per item 2 above. *Orange Theory* will then establish a monthly automatic withdrawal with this employee to establish the family membership, for an amount equal to the difference between the applicable family plan and $32.00. Failure to meet the requirements established in item 2 invalidates this benefit, and the employee will revert to paying all the membership dues in order to maintain the family membership.

5. The effective date of this Agreement will be September 25, 2024 and be in effect until October 31, 2026.

6. This Agreement in no way binds the Harrison County Commission to continue to use the services of *Orange Theory* past October 31, 2026 and no expectations of renewal or continuation of services are made herein or by the execution of this Agreement by the parties.

7. Notwithstanding the terms contained herein, any party hereto shall have the right to terminate this Agreement with thirty (30) days written notice to the other parties hereto, and without prejudice to any other rights and remedies available by law or in equity.

8. The County Commission or their respective duly authorized representatives shall have the right to inspect and audit, during reasonable business hours, all books, accounts, records and other material maintained by *Orange Theory* in connection with the transactions contemplated herein.

9. Except as otherwise expressly set forth herein, nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any third person, to create the relationship of principal and agent, or of partnership or of joint venture among any of the parties hereto.

10. Each party hereto agrees to comply with, and abide by, any and all federal, state and local laws, rules and regulations applicable to its activities as contemplated herein.

11. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is not assignable or transferable by any part, in whole or in part, except with the prior written consent of the other parties hereto.

12. If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term to provision shall be deemed stricken.

13. No condition, covenant, duty or obligation contained in this agreement can be waived except by written agreement signed by authorized representatives of each party. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. This Agreement shall not be amended or modified, except as set forth in a document executed by duly authorized representatives of the parties hereto.

14. This Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia.

15. This Agreement constitutes the entire agreement and understanding among the parties, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, Proposals or representation of any kind, where oral or written, relating to the subject matter hereof.

_____ _____

Susan J. Thomas, President
Harrison County Commission

Date

_____ _____

Matt Higgins
Owner, Orange Theory

Date

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IN-LINE LICENSE AGREEMENT

New or Existing Licensee. Existing | Date Prepared 09/13/2024

License Agreement No. 24-BMM-489 | Agent BMM

GRANTOR: Meadowbrook Mall Company, an Ohio limited partnership (MB Federal I.D. #34-1302712), having offices at 5577 Youngstown-Warren Road, Niles, Ohio 44446

SHOPPING CENTER: **Meadowbrook Mall, City of Bridgeport, County of Harrison, State of West Virginia**

LICENSEE: Harrison County Commission, a Constitutional Entity
DBA: "HARRISON COUNTY COMMISSION"

Licensee Contact Information:

Name:	John Spires	Telephone Number:	304-624-8672
Address:	301 W. Main Street	E-mail:	jspires@harrisoncountywv.com
	Clarksburg, West Virginia 26301		☐ Guaranty Attached

PREMISES: Total square feet: 4,658.11 Dimensions: ' IRREGULAR '
Unit No.: 400 as shown on Exhibit A attached hereto

TERM: 32 Days
Commencing the earlier of 10/18/2024, or the date Licensee opens for business ("Commencement Date")
Expiring on 11/08/2024 ("Expiration Date")

SECURITY DEPOSIT: $0.00 per Term

MINIMUM RENT: $0.00 per Term payable as follows:

From		To	Amount	Date Due
Commencement Date	-	01/08/2024	$0.00	Not Applicable

PERCENTAGE RENT: Intentionally Deleted.

ADDITIONAL CHARGES: **The following Additional Charges are due and payable on or before the Commencement Date, except where noted:**

Marketing Fund		per Term	→	Not Applicable
B & O Tax	$7.43	per Term	$7.43	per Addendum, due with return of Agreement
Trash Removal		per Term	→	Not Applicable
Utilities	$900.00	per Term	$900.00	Metered to Grantor

USE: Licensee shall use the Premises for the sole purpose of the first-class operation of a Harrison County polling location allowing county residents the options to exercise early voting, and for no other purpose. The unit will be permitted to open as early as 8:00 AM and will not be required to remain open for normal mall hours. Licensee will be conducting early voting from 10/23/2024-11/02/2024.
☐ Trade Fixture Agreement Attached

ADDENDUM TO IN-LINE LICENSE AGREEMENT

1. Grantor hereby grants to Licensee a license to occupy and use, subject to the stated terms and conditions, a portion of the Shopping Center identified as the Premises, containing the approximate square footage of floor area as specified and more precisely shown on Exhibit A, or such other space of similar dimensions as shall be mutually agreed upon by the parties.
2. Licensee shall occupy and use the Premises solely for the Use set forth in this License Agreement, commencing on the Commencement Date and ending on the Expiration Date, unless sooner terminated as herein provided.
3. Grantor shall have the right to terminate the License Agreement at any time, in its absolute discretion, by giving Licensee 15 days' advance notice. Grantor has the right, in Grantor's sole discretion, upon not less than 15 days' prior written notice, to relocate Licensee, at Licensee's expense, to a substitute premises in the Shopping Center. Absent a separate agreement to the contrary, except for the location of the Premises, all terms, covenants, and conditions of the License Agreement will remain in effect.
4. Licensee accepts the Premises in "As Is" condition and unless provided by Grantor, shall construct and place, at its own expense, only those improvements, if any, as specified, the plans and specifications for which shall be in accordance with all applicable codes and shall be subject to the prior written approval of Grantor. Licensee shall erect its sign(s) as set forth in Exhibit B attached hereto and made a part hereof. Licensee shall not deviate from the approved plans and specifications. Actual placement and installation of the improvements shall be subject to final approval by Grantor and shall be completed during the hours approved in advance by Grantor. All leasehold improvements shall become the absolute property of Grantor upon installation by Licensee. Licensee shall patch any holes upon and refinish and restore the sign fascia prior to erecting and removing its exterior sign thereon.
5. From the Commencement Date, or the date Licensee takes possession of the Premises (whichever is sooner), Licensee shall pay for (i) all charges for utility services now or hereafter furnished to or benefitting the Premises including, but not limited to, heat, water, electricity and telephone, (ii) all sprinkler, smoke and fire alarm, fire safety, and protection systems monitoring, testing and operating charges, sewer rental, sanitary sewage treatment, stormwater system charges, irrigation fees and the like, (iii) all taxes levied or other charges on such utilities, (iv) any governmental or utility company charges based on utility consumption, utility availability, standby utility capacity or potential utility use, utility administration fees; utility debt service charges, and (v) any charges for late payment or non-payment of utilities, including, but not limited to, late fees, collection fees, penalties, interest, attorneys' fees, cost of court proceedings, expenses related to any lien against the Premises or the Shopping Center arising due to non-payment or late payment of utilities, and all expenses of any utility collection lawsuits. If any such utilities are not separately metered or assessed or are only partly separately metered or assessed, Licensee will pay to Grantor a prorated sum based upon the gross area of the Premises per month for utilities not separately metered or assessed, in addition to Licensee's payments of the separately metered charges. If the Commencement Date of this Licensee Agreement is not the first day of a calendar month, said sum shall be prorated based upon a 30-day month. In the event Licensee fails to pay when due any utility amounts payable to Grantor or to any utility provider, and to the extent Grantor (a) supplies or rebills any utilities, and/or (b) has an obligation or agreement with the utility provider to discontinue services for nonpayment or to grant the utility provider the right to discontinue services for nonpayment, Grantor may discontinue service (including discontinuing any and all utilities related to the unpaid service), in addition to treating such failure to pay as a default of this License Agreement. In no event shall Grantor be liable for the quality, quantity, failure or interruption of such services to the Premises. Licensee at its sole cost and expense, shall arrange with the appropriate utility company to have all utility services rendered or furnished to the Premises, which Licensee requires or which is necessary to operate in conjunction with the Use of the Premises, to be placed in its name. If any utility services remain in Grantor's name, Licensee shall pay Grantor for such utility services, during its occupancy in the Premises, plus pay to Grantor a reasonable administrative fee. All costs and expenses for such utility services including, but not limited to, deposits, hook-up fees and sprinkler charges, shall be payable by Licensee. If used, Licensee shall be responsible to keep and maintain all utility units, fixtures and meters serving the Premises in good order, condition and repair.
6. Upon execution of this License Agreement, Licensee shall pay to Grantor the Security Deposit which will be held by Grantor, without interest, as security for Licensee's faithful performance of all terms, covenants and conditions of this License Agreement. The Security Deposit may be returned in full to Licensee at the end of the Term, provided Licensee (i) complies with all terms, covenants and conditions of this License Agreement; (ii) reports Gross Sales and pays Percentage Rent, if any; and (iii) submits a written request for the return of the Security Deposit within 60 days after the Expiration Date of this License Agreement. If Licensee fails to comply with all of the foregoing, the Security Deposit may be deemed forfeited (in whole or in part) and Grantor may retain the same.
7. On or before the specified dates, Licensee shall pay to Grantor, without notice or demand, the Minimum Rent, Percentage Rent and any and all Additional Charges. It is the intention of the parties hereto that Grantor shall receive the rents and other charges required to be paid to Grantor by Licensee on an absolutely net basis and that Licensee shall pay all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises or any improvements thereon or to the occupancy therein created by this License Agreement, which costs, expenses and obligations may arise or become due during the Term. Therefore, Licensee alone shall timely pay, without demand, any and all licenses, taxes and fees including, but not limited to, licenses, taxes and permit fees which may be assessed against either Grantor or Licensee because of the Use or occupancy of the Premises by Licensee (including, but not limited to, privilege tax and business and occupation taxes), the rent paid by Licensee to Grantor, or otherwise attributable to the relationship between Grantor and Licensee. Any amount to be paid by Licensee to Grantor, exclusive of Minimum Rent, shall be deemed to be additional rent and subject to all provisions herein. Any monthly payment due for a period less than a full calendar month shall be paid in advance in an amount equal to 1/30th of the monthly payment multiplied by the number of days in the period. Any annual payment due for a period less than a full calendar year shall be paid in advance in an amount equal to 1/360th of the annual payment multiplied by the number of days in the period. All payments required under this License Agreement are to be delivered to Grantor at P. O. Box 7535, Carol Stream, IL 60197-7535, or to such other address as Grantor may designate by written notice, on or before the due date in legal tender and lawful money of the United States, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Grantor, in its sole discretion, may, but shall not be required to, accept payment(s) by Licensee at the Shopping Center, and any payment(s) made by Licensee at the Shopping Center will include an additional amount equal to $30.00 for Grantor to process any such payment(s). Any payment tendered as full satisfaction, such as "payment in full" or the like, shall be delivered to Grantor, in its name, at 5577 Youngstown-Warren Road, Niles, Ohio 44446, Attention: Credit and Collections Manager. Licensee agrees that acceptance by Grantor of any payment containing such language shall not preclude Grantor from collecting the full amount rightfully owed to it under the terms of the License Agreement. No other form of payment will be accepted by Grantor. The form of payment should be drawn in the proper name of Grantor. Payments are deemed delivered when actually received by Grantor. Within 30 days after Grantor's request, Licensee shall submit to Grantor its local sales tax revenue account number issued by the local sales tax authority or its successor(s).
8. Licensee shall provide to Grantor within 15 days after the Expiration Date or other termination of this License Agreement, a statement of Gross Sales for the Term hereof. Licensee must submit the statement of Gross Sales to salesreports@cafarocompany.com (or any other e-mail address Grantor provides to Licensee). Commencing with the month in which the aggregate Gross Sales for the Term of this License Agreement shall first exceed the Breakpoint set forth, Licensee shall pay to Grantor Percentage Rent concurrently with the submission by Licensee of the statement of Gross Sales. Such statement must be certified either by a certified public accountant employed by Licensee or by an officer of Licensee of the Gross Sales and shall tender therewith the balance of Percentage Rent due under this License Agreement.

   "Gross Sales" means the dollar aggregate of the entire amount of the price for all products, inventory, merchandise, gift cards, gift certificates, coupons and services sold, exchanged, accepted, received, or performed at, in, on, about or from the Premises by Licensee, subtenants, licensees, consignors, or concessionaires, whether for cash, charge, electronic payment, virtual payment, on credit or on a time basis (without reserve or deduction for inability or failure to collect).

In the event the fixed Minimum Rent is reduced or abated for any reason, then the Breakpoint will likewise be proportionately reduced. In the event Gross Sales do not exceed the Breakpoint for the required payment term, or Licensee fails to submit any required statement of Gross Sales, then Grantor may, upon 15 days' notice to Licensee, cancel this License Agreement. In the event Licensee fails to open for business in accordance with the License Agreement, or ceases to operate its business in the Premises for any reason, then the Gross Sales will equal the amount of Gross Sales actually made in, on or from the Premises during the term, multiplied by a fraction having as its numerator the number of days in the term and having as its denominator the number of days during the term that Licensee was actually open for business in the Premises in compliance with this License Agreement.

If Licensee fails to submit to Grantor any statement of Gross Sales, then Licensee must pay to Grantor a $150.00 fee for each reporting period failure. If there are two or more audits conducted during the License Agreement term which reveal an understatement of Gross Sales, then Grantor has the right to terminate the License Agreement upon notice to Licensee.

Licensee covenants and agrees to keep upon the Premises or at its principal office, books and records in accordance with generally accepted accounting principles, in which shall be recorded Gross Sales. Such books and records shall include, but shall not be limited to: daily cash register tapes (Z's) and/or summary tapes, sales slips, daily sales reports, sales journals (monthly sales summaries), bank statements and deposit slips, cash disbursements journal (check registers), cash receipts journals (sales reports), general ledgers, financial statements and supporting documents, and receipts, documents, calendars, and journals which contain information related to revenues and purchases (including cancelled checks), explanations of accounts and all federal, state and local tax returns and all government filings of Licensee relating to Licensee's sales. Such books and records shall be open to the inspection of Grantor and Grantor's authorized agents at all reasonable times during business hours at any time during the Term of this License Agreement and for a period of at least three years after the expiration, earlier termination, or cancellation of this License Agreement. If Grantor shall make an audit of Licensee's records and any such audit shows that the amount of Gross Sales on Licensee's statement was understated by more than $500.00 for any calendar year, or by more than 1/365 of $500.00 multiplied by the number of days for any period less than a calendar year, then Licensee (in addition to paying the Percentage Rent due for such understatement) shall pay to Grantor the cost of the audit. In the event Licensee fails to submit the written statement of Gross Sales, or the certified statement of Gross Sales, in a form reasonably acceptable to Grantor as provided for herein and Grantor audits Licensee's books and records, then Licensee shall pay to Grantor the cost of the audit.

9. If Licensee fails to pay, when the same is due and payable, any amount or charge to be paid to Grantor by Licensee as provided in this License Agreement, such unpaid amounts will bear interest from the due date thereof to the date of payment at the rate of 18% per annum. In the event such rate is prohibited by law, unpaid amounts shall bear interest at the maximum rate permitted by law.

10. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage and waste in accordance with regulations established by Grantor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of trash, rubbish, refuse, garbage or waste materials, in, on or about any part of the Shopping Center. If Grantor bills Licensee directly for the services of the designated trash hauler, Licensee shall remit payment to Grantor within ten days after Grantor's billing. Such trash billing is subject to periodic adjustments by Grantor, in Grantor's sole opinion. If Licensee's permitted Use allows Licensee to prepare food, then Licensee shall dispose of all waste (including, but not limited to, all fats, oil and grease) in accordance with regulations established by Grantor and use and pay for the services of the designated fat, oil and grease disposal service for the Shopping Center.

11. If Licensee shall at any time be in default in the payment of rent or other sums or in the performance of any of the other covenants, terms, conditions or provisions of this License Agreement, or if Licensee shall have failed to observe or perform any terms, conditions or covenants of this License Agreement, and the number of such defaults (despite any cure thereof), whether reoccurring, similar, related, or completely unrelated, totals two or more, then Grantor may, in addition to any and all rights and remedies afforded by this License Agreement or the applicable law, terminate this License Agreement, or, without terminating this License Agreement, re-enter the Premises, with or without summary legal proceedings, and in either event may, with or without legal proceedings, dispossess Licensee and remove all persons and property from the Premises without being deemed a trespasser. In the event of such re-entry, Grantor may, but need not, obtain another licensee for the Premises and apply the rent therefrom first to the payment of Grantor's expenses incurred by reason of Licensee's default, including attorneys' fees, and expenses of obtaining such other licensee and then to the payment of rent and all other sums due from Licensee hereunder during the remaining Term, Licensee remaining liable for any deficiency and not being entitled to any surplus. In any event, Grantor shall have the right to accelerate the rental payments to be made by Licensee in the future. Grantor's rights, whether granted herein or elsewhere, in the event of default by Licensee shall be cumulative (including the recovery of fees of counsel, agents and others retained by Grantor, incurred in connection with any default by Licensee) and the exercise of one or more rights by Grantor shall not be to the exclusion of the exercise of any other rights at the same or a later time. Grantor and Licensee hereby agree, because of the uncertainty, difficulty or impossibility of determining Grantor's damages for loss of Licensee's anticipated addition to the tenant mix and attraction of customer traffic visits, loss of Percentage Rent anticipated from Licensee or other occupants of the Shopping Center, or other intangible or unforeseeable injury which may result should Licensee (i) fail to take possession of or open for business in the Premises within ten days after the Commencement Date of the License Agreement; or (ii) cease operating Licensee's business in the Premises ten or more days prior to the Expiration Date of the License Agreement (except where the Premises are rendered untenantable by reason of fire, casualty or other causes beyond Licensee's control not resulting from negligent acts or omissions of Licensee or its employees, agents, contractors, licensees, or invitees); or (iii) fail or refuse to maintain the business hours, days or nights or any part thereof as provided in this License Agreement; or (iv) fail to maintain in the Premises a substantial stock of merchandise and a sufficient number of employees for the purpose of selling said merchandise; then, in any of such events (hereinafter "failure to do business"), Grantor, at its option, shall have the right to: (A) collect not only the fixed Minimum Rent and other rentals set forth in the License Agreement, but also to collect an additional amount equal to the total of: (i) 1 ½ times the greatest amount of any Percentage Rent payable by Licensee in any calendar year, plus (ii) ½ of the fixed annual Minimum Rent herein reserved, plus (iii) ½ of all other rentals and charges herein reserved; said additional amount shall be payable for the period of Licensee's failure to do business, computed at a daily rate each and every day during such period, and such additional amount shall be deemed to be liquidated damages for such period and shall further be considered additional rent and subject to all of the provisions of this License Agreement as to default in the payment of rent; and/or (B) to treat such failure to do business as a default. Notwithstanding the foregoing, Grantor has no duty to attempt to mitigate any damages resulting from Licensee's failure to observe or perform any of the terms, covenants and conditions of this License Agreement or to give priority to the reletting of the Premises over other space in the Shopping Center.

Licensee covenants, without cost to Grantor, to pay any and all contractors, subcontractors, materialmen and laborers for all work performed and material supplied at or on behalf of the Premises. Licensee further covenants that no such person or entity shall file a lien of any kind against the Premises, the Shopping Center, or any part thereof or interest therein. If a lien is filed by any such person or entity, Licensee shall discharge said lien within five days after written request by Grantor. Grantor is hereby granted the right by Licensee, but not the obligation, to bond against or otherwise discharge any such lien. Licensee promptly shall reimburse Grantor for any and all of Grantor's costs and expenses including, without limitation, court costs and attorneys' fees in connection with Licensee's foregoing obligations including interest thereon at the rate of 18% per annum. In the event such rate is prohibited by law, unpaid amounts shall bear interest at the maximum rate permitted by law. This is a License Agreement of real property in a shopping center within the meaning of Subsection 365(b)(3) of the Bankruptcy Code, 11 USC Section 101, et. seq. (Bankruptcy Code).

12. Grantor and Licensee shall and do hereby waive trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this License Agreement. In the event Grantor commences any summary proceedings for possession of the Premises or any action for nonpayment of rent or breach by Licensee of any of its obligations pursuant to this License Agreement, Licensee hereby waives and shall not

interpose any defense of improper venue or lack of personal jurisdiction in any such proceeding or action. Licensee agrees that any claim, cause of action or lawsuit shall be brought in Trumbull County Common Pleas Court, Trumbull County, Ohio, and that Ohio law shall govern such dispute.

13. Grantor shall have access to the Premises at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the Premises, at the cost of Licensee, that Grantor may deem in its absolute discretion necessary for safety or preservation; provided, however, Grantor shall not have any obligation to make any alterations or repairs to the Premises.

14. Upon the mutual execution of this License Agreement, Licensee shall, at its own expense, obtain and thereafter continuously keep in force during the entire Term all risk property damage insurance in an amount adequate to cover the cost of replacement of all improvements, fixtures, equipment, decorations, contents and personal property in the Premises, without incurring the effect of co-insurance, and commercial general liability insurance on an occurrence basis with a minimum general aggregate limit of $2,000,000.00, and minimum limits of liability in the amount of $1,000,000.00 per occurrence for bodily injury, personal injury or death of any person or damage to property arising directly or indirectly out of Licensee's Use of the Premises, including (i) an accident occurring in, on, or about the Premises, (ii) the sale of any goods or services by Licensee, its employees, servants, or agents; (iii) the consumption or existence on the Shopping Center of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or invitees. Such insurance shall name Grantor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against Grantor in the event of any loss. Licensee shall deliver to Grantor, at least ten days prior to the time such insurance is first required to be carried and thereafter if such insurance expires during the Term and at any time within ten days of Grantor's written demand, a certificate of the policy or policies procured by Licensee in compliance with this obligation. Said insurance shall have an endorsement that shall state that: (1) such insurance may not be canceled or amended with respect to Grantor or its designees, except after 30 days' written notice sent by certified mail to Grantor and its designees by Licensee; and (2) Licensee shall be solely responsible for payment of premiums for such insurance. The minimum insurance limits referred to above will not be construed to indicate adequacy or sufficiency of insurance required for Licensee's purposes and will not be used to define Licensee's liability for personal injuries or property damage or Licensee's responsibility to repair, restore or replace as otherwise required by this License Agreement. So long as the policies described herein are required to be in effect, Licensee shall have no right of recovery against Grantor for any loss or damage described in this Clause. Should the Premises be damaged or destroyed by fire or other casualty, Licensee shall promptly repair and restore the improvements immediately after Grantor restores the Premises, if at all. Grantor is under no duty to restore the Premises, but may do so at its option. Except to the extent specifically provided for in this License Agreement, none of Licensee's obligations under any provisions of this License Agreement shall be affected by any damage to or destruction of the Premises by any cause whatsoever, and Licensee hereby specifically waives any and all additional rights it might otherwise have under any law or statute. Licensee's obligation to defend, indemnify, and hold harmless will not be limited in any way by the amount or type of insurance carried by Licensee.

15. In addition to securing the insurance as provided for in this License Agreement, Licensee will defend, indemnify and save harmless, Grantor, Grantor's affiliates, successors, or assigns, and all of their respective shareholders, directors, officers, owners (legal or beneficial), members, managers, partners, employees, representatives and agents from and against any and all claims, demands, and suits at law or in equity (whether well founded or not) in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required to be obtained or arising directly or indirectly out of the business conducted in, on or about the Premises, or arising directly or indirectly from any act or omission of Licensee, its servants, employees, agents, or contractors, and from and against any and all costs and expenses, including court costs and attorneys' fees, and liability incurred in connection with any claim, demand or proceeding brought thereon. Licensee waives the immunity and other protections it may have under worker's compensation or employer's liability laws of any state, including statutory and constitutional immunity from suits arising out of employment, to the extent they would bar Grantor from obtaining indemnification from Licensee pursuant to this Clause. Grantor shall have the right, but not the duty, to control and direct such defense of Grantor and to otherwise participate in all respects in any arbitration, trial, appeal or settlement negotiations and agreements. Licensee shall give Grantor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity as soon as Licensee obtains notice or knowledge thereof and shall give Grantor like notice of each and every related further development. The comprehensive general liability coverage to be maintained by Licensee shall specifically insure Licensee's contractual obligations to defend, indemnify, and save harmless Grantor.

16. There are and will be rules and regulations governing activities in the Shopping Center, and Licensee shall accept and observe the rules and regulations, as same may be amended and promulgated from time to time by Grantor.

17. Grantor shall not be responsible or liable to Licensee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space in the Shopping Center. Grantor shall not be responsible for any loss which results from theft, vandalism or other damage including, but not limited to, damage caused by roof leaks, water, gas, fire, or from sewage pipes, plumbing fixtures or electric wires, to or from the Premises or any part thereof or any personal property located therein. Licensee, at its own expense, shall clean said Premises daily or more often as circumstances may require and shall at all times keep and maintain the Premises and the area around same in a safe, neat, healthful and clean condition. Licensee will maintain positive air pressure to prevent the drawing of heated or cooled air from the enclosed mall and shall operate its heating and cooling equipment to keep its Premises heated or air-conditioned to the same level as Grantor maintains in the enclosed mall. In addition, Licensee will also operate any exhaust fans serving the Premises while actively engaged in cooking and will shut off such fans at all times when the Premises are closed.

Grantor covenants and agrees to keep and maintain, at its own cost and expense, the roof, the plumbing, sewage, and utility lines serving the Premises but located beyond the exterior walls of the Premises (except for removal of blockages or maintenance precipitated by Licensee, its assignees, employees, agents, invitees, licensees, or contractors), and the structural system of the Premises, reasonable wear and tear excepted; provided, however, nothing contained herein shall obligate Grantor to keep, maintain, or repair any item described as being Licensee's obligation in the following paragraph. Except as expressly provided in this paragraph, Grantor shall not be responsible to keep, maintain, or repair any of the improvements in, beneath, above, or upon the Premises.

Licensee covenants and agrees to keep and maintain, at its own cost and expense, in good order, condition, and repair (except to the extent Grantor unqualifiedly undertakes the obligation to maintain the structural system and the roof pursuant to the preceding paragraph), the Premises and every part thereof, and, without limitation, the following, even if considered a structural portion of the Premises: storefront; doors and frames, hardware, checks, and operators therefor; windows, window frames, window assemblies, and plate glass; the canopy fascia, parapet or soffit wall, or mall storefront sign bulkhead where the sign panel is located (if any); damage caused by any act or negligence of Licensee, its employees, agents, invitees, licensees, or contractors; structural or exterior portions (i) not originally constructed by Grantor, (ii) abutting an open sidewalk area or an enclosed mall, or (iii) altered by Licensee; refuse storage or disposal equipment; exterior building appurtenances such as loading docks and ramps therefor; exterior mounted equipment and signs; exterior lights, canopies, or similar exterior architectural features; utility meters; fixtures; heating, air-conditioning, mechanical, plumbing, sewage, electrical, and utility lines, systems, and equipment within, above, or beneath the Premises, including the curbing, flashing, pitch box (if any) and roof membrane appurtenant to, surrounding, or part of such lines, systems, and equipment, or any utility system component or device (wherever situated) from and including the meter to the Premises; interior walls, floor slabs, ceilings, mezzanines (if any), signs and building appliances and similar equipment; and any portions of the roof and other areas of the Premises or the Shopping Center which have been constructed, improved, or altered by Licensee. Licensee further agrees to replace any of said improvements, fixtures, or equipment when appropriate, at its own cost and expense. Licensee also further agrees to participate in any reasonable sanitary sewer cleaning programs that may be established by Grantor for all or substantially all other stores and businesses in the Shopping Center, at its own cost and expense. Licensee shall make repairs and perform maintenance as required in this paragraph when appropriate throughout the Term, including repairs necessitated by normal wear and tear. Licensee agrees that the duties and obligations set forth in this Clause are separate and distinct from and in addition to those contained in Clause 21.

Licensee shall promptly comply with all present and future laws, regulations or rules of any county, state, federal and other governmental authority and any bureau and department thereof (including, but not limited to, the Americans with Disabilities Act and any local or state laws governing accessibility, as well as the rules and regulations adopted thereunder, including, but not limited to, the Americans with Disabilities Act Accessibility Guidelines), and of the National Fire Protection Association or any other body exercising similar function which may be applicable to the Premises.

If Grantor makes or completes any repairs or changes that are the obligation of Licensee, or performs any other obligation of Licensee as outlined in this Agreement, then Licensee shall pay the costs thereof to Grantor upon demand, together with the sum equal to 15% of said costs for overhead and an additional sum equal to 10% of said amount for profit, all due and payable within ten days after billing from Grantor to Licensee.

Grantor shall not be liable for the quality, quantity, failure or interruption of any utility services to the Premises. If Licensee's Premises is connected to a sanitary sewer line, Licensee agrees to participate in any reasonable sanitary sewer cleaning programs that may be established by Grantor for all or substantially all other stores and businesses in the Shopping Center, at its own expense.

18. Grantor has the sole right to designate a cable and/or internet provider to supply telecommunications services to the Shopping Center. In the event Grantor asserts such designation right, Licensee must purchase its telecommunications services from that designated provider, so long as the provider's service quality and pricing structure are reasonably competitive within the market in which the Shopping Center is located.
19. Licensee shall not use, suffer or permit any use of the Premises for any purpose other than the Use or in any manner that would be unprofessional or would violate any law, ordinance, rule or regulation (whether public or private) or constitute a hazard or nuisance. Licensee shall maintain the same hours of business operation as the majority of tenants in the Shopping Center, and shall maintain in its Premises a substantial stock of merchandise and a sufficient number of employees to sell said merchandise. In no event shall Licensee remain in its Premises and/or the Shopping Center in excess of one-half hour subsequent to the closing time of the Shopping Center, nor shall Licensee open for business before 9:00 a.m. Mondays through Saturdays and 11:00 a.m. on Sundays. Licensee shall take no action which will interfere with the business of Grantor, tenants, licensees or other occupants of the Shopping Center or with the rights and privileges of any customer or other person lawfully in and upon the Shopping Center, or cause an impairment or reduction of the goodwill of the Shopping Center.
20. If the Premises is damaged or destroyed by fire or other casualty or all or any part thereof is taken by condemnation or eminent domain, either party may cancel this License Agreement upon written notice to the other party.
21. Upon the Expiration Date or other termination of this License Agreement, Licensee shall deliver up and surrender to Grantor possession of the Premises in as good condition and repair as, if not better than, the same shall be in as of the Commencement Date of this License Agreement, ordinary wear and tear excepted. At least 30 days prior to vacating the Premises, Licensee will provide to Grantor a written report prepared by a licensed technician documenting the results of a comprehensive inspection, certifying to Grantor that all heating, ventilation (including hood and exhaust fans) and air condition equipment serving the Premises are in good condition and working order. Licensee agrees that the duties set forth in this Clause are separate and distinct from and in addition to Licensee's maintenance and repair obligations.
22. Upon the Expiration Date or other termination of this License Agreement, Licensee may remove all Licensee's personal property which can be removed without costly injury to, or undue defacement of Premises provided all rents and other sums stipulated in this License Agreement are first paid in full and Licensee is not otherwise in default hereunder, and further provided that any and all damage to the Premises and the Shopping Center resulting from or caused by such removal shall be promptly repaired by Licensee at its own expense. Any items not removed by Licensee within 15 days after the Expiration Date or other termination shall, at the option of Grantor, and without notice to Licensee, become the property of Grantor. Licensee grants to Grantor and acknowledges Grantor shall have a security interest in and lien upon all personal property placed in, on or about the Premises to secure Licensee's payment of all rent and other sums payable by Licensee under this License Agreement until all such rent and other sums are fully and finally paid. Licensee agrees to execute all documents and otherwise cooperate with Grantor to perfect Grantor's security interest and lien, as in Grantor's opinion may be necessary.
23. If Licensee shall remain in occupancy of any or all of the Premises after the Expiration Date or any extension thereof, then Grantor, at its option, may (a) remove the personal property of Licensee at its expense and shall incur no liability for any loss or damage to any personal property; and/or (b) treat such failure to vacate as a holding over and charge Licensee rent at 200% of the greatest amount set forth in this License Agreement for rent and charges; and/or (c) treat such failure to vacate as a default of this License Agreement.
24. The relationship between the parties hereto is that of licensor and licensee and nothing contained herein shall be construed to create a relationship between the parties of landlord and tenant, or of partners, joint venturers, or any associations which would make either party responsible for the debts of the other except to the extent specifically provided to the contrary herein. Licensee hereby represents, warrants and covenants that (i) Licensee is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Licensee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representations, warranties and/or covenants.
25. Licensee does not and shall not claim any interest or estate of any kind in the Premises by virtue of this License Agreement or its occupancy or Use under this License Agreement.
26. Any notice or other communication which any party may desire or be required to give to any other party shall be in writing and shall be sent by registered or certified mail to the other party, return receipt requested, to the address specified on page one, or to such other address as any party shall designate to the other by like notice. Notice of change of address shall be given promptly by written notice in any method described in this Clause. Licensee's legal notice address shall not be a post office box but shall always be a "street mailing address". Licensee's legal notice address shall not be the address of the Premises. Said notice or other communication shall be deemed given when same is deposited in an official United States Post Office, postage prepaid. Grantor may also notify Licensee by commercial courier service, facsimile or personal delivery and notice of this type shall be deemed to be received upon the earlier of (i) personal delivery, or (ii) in the case of digital facsimile, when sent. Any notice to be given to Grantor shall be sent to the attention of the Legal Department. If at any time the word "Licensee" shall include more than one person or entity, the obligations of all such persons or entities shall be joint and several, and any notice required or permitted by the terms of this License Agreement may be given by or to any one of them and shall have the same force and effect as if given by or to all of them.
27. This License Agreement shall be binding upon and inure to the benefit of, and be enforceable by or against the heirs, representatives, successors, and assigns of the parties hereto.
28. The rights granted to Licensee pursuant to this License Agreement are personal and Licensee shall not be permitted to assign this License Agreement without the prior written consent of Grantor, which consent may be withheld in the sole discretion of Grantor. A change in control of the ownership of Licensee shall be considered an assignment, and is thus prohibited.
29. Licensee further covenants not to permit structural or exterior alterations of or upon any part of the Premises except by and with the written consent of Grantor first had.
30. This License Agreement shall be governed by and construed in accordance with the laws of Ohio.
31. This License Agreement shall become legally binding upon mutual execution hereof and until such time neither party shall have any rights under this License Agreement.

32. Grantor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of this License Agreement but that all prior negotiations and discussions are superseded by this License Agreement, including the Addendum and Exhibit A, which exclusively constitutes the complete and final agreement of Grantor and Licensee and sets forth all the covenants, promises, agreements, conditions, inducements, representations and understandings concerning the Premises or the Shopping Center. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this License Agreement shall be legally binding upon Grantor or Licensee unless reduced to writing and signed by them.

This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same License Agreement. This License Agreement may be executed by pdf file (or similar copy) sent by e-mail, and such transmission shall be valid and binding to the same extent as if it were an original. The undersigned representatives each represent and certify that they are authorized to execute this License Agreement.

The terms and conditions appearing on the ADDENDUM and the location of the Premises as shown on Exhibit A, have been reviewed and approved by the parties and are incorporated into, and made a part of, this License Agreement by reference.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____, 20_____.

Signed in the presence of:

GRANTOR: Meadowbrook Mall Company

Grantor Witness:

_____

By: _____

Daniel E. Mancuso, Special Authorized Agent – Specialty Leasing

Date: _____

LICENSEE: Harrison County Commission

Licensee Witness:

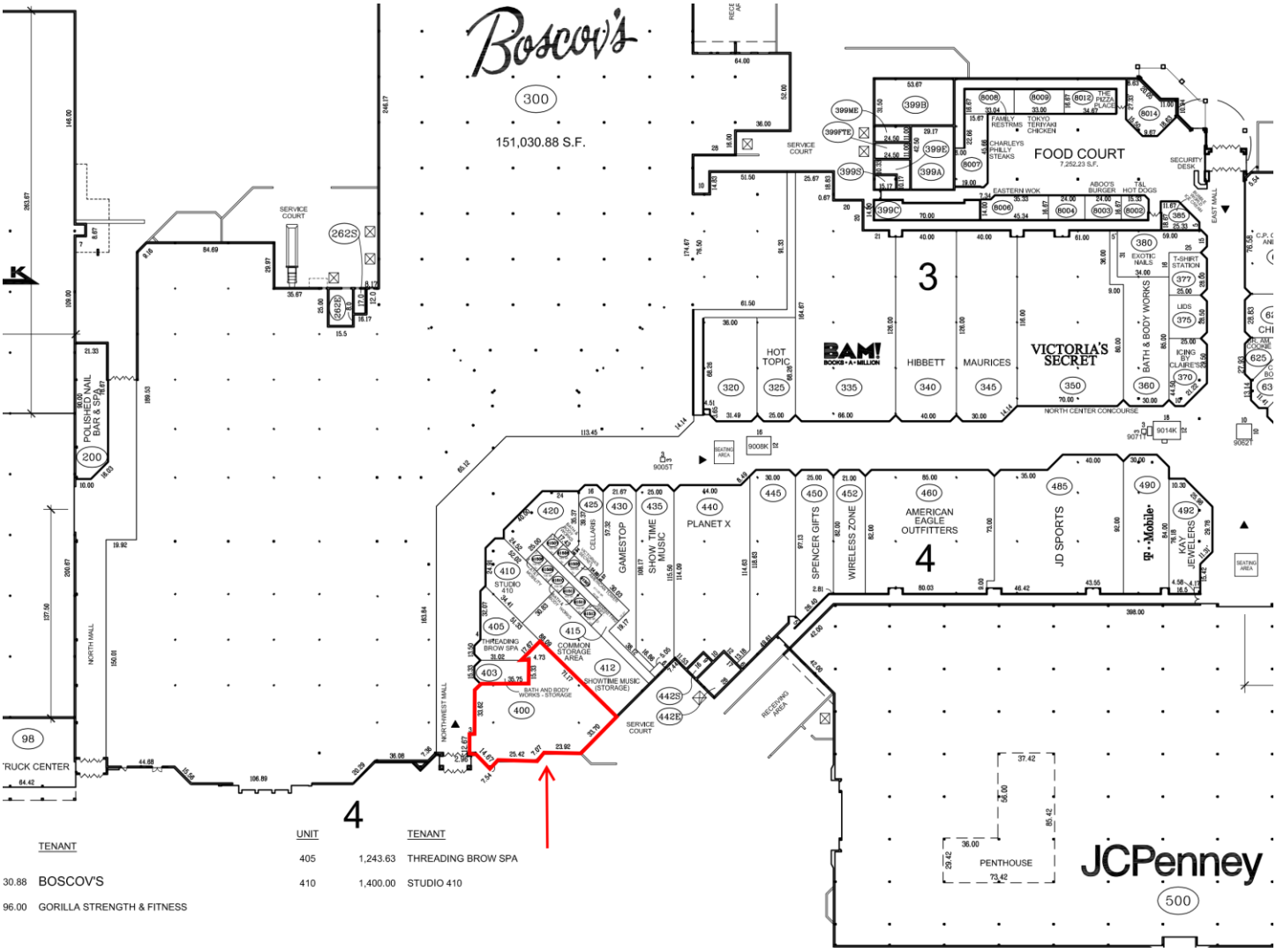
Provide Vendor's License No.: _____

_____

By: _____

Date: _____

EXHIBIT A



TENANT			UNIT		TENANT
30.88	BOSCOV'S		405	1,243.63	THREADING BROW SPA
96.00	GORILLA STRENGTH & FITNESS		410	1,400.00	STUDIO 410

EXHIBIT B

SIGN STANDARDS
FOR SHORT TERM IN-LINE LICENSEES

1. The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (which such designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered herein) and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store, as aforesaid, and other than crests and corporate shields which shall be permitted if less than 18-inches in width and height).

2. NO BOX SIGNS, BANNERS, OR HAND LETTERED SIGNS WILL BE PERMITTED. The size of the letters shall be in proportion to the size of the sign as determined in accordance with the provisions of Section 6D of this Exhibit.

3. Signs are to be fabricated out of gatorfoam, 1½-inches thick with a polyurethane foam core, smooth rigid face on both sides. All letters are to be painted color of licensee's choice. Application of the letters to be done with universal foam adhesive, then sign to be adhered to the wall of the store. Licensee may also use individual non-illuminated plastic letters, color of Licensee's choice.

4. The character, design, color and layout of all signs shall be submitted to Grantor's Licensee Coordinator for written approval which shall not be unreasonably withheld to the extent the sign in question complies with the criteria set forth in this Exhibit.

5. No occupant shall install more than one sign on the storefront of its Premises. However, an occupant of a corner store may install one sign on each facade thereof, provided no more than a total of two signs shall be permitted on the entire storefront of any corner store in any event.

6. All signs shall be in accordance with the following requirements:
   - A. The sign and any part or parts thereof shall be located within the physical limits of the storefront of the premises of the occupant and not less than 8-feet above the finished surface of the walkway adjacent to such premises.
   - B. No sign or any part or parts thereof shall be located on the roof of the shopping center.
   - C. No sign or any part or parts thereof shall project more than 6-inches beyond the storefront.
   - D. The maximum total area of each sign shall be determined by the following formula:
     The area of the sign (in square feet) equals foot frontage of the store multiplied by 0.6 but, in no case, more than 30-feet in width. The area of the sign is defined as the area of a rectangle surrounding all of the letters of the sign. Where upper and lower case letters are used, the average height of the letters shall be used to determine the height of the rectangle. Foot frontage of the store is defined as the length of the facade upon which the sign is located and shall exclude any offsets in the storefront of the Premises.
   - E. All signs shall be fabricated and installed in compliance with all applicable building codes.
   - F. Letters shall not exceed 18-inches in height.
   - G. Total sign, if on two lines, not to exceed 24-inches in height.

7. The fabrication, installation and operation of all signs shall be subject to the following restrictions:
   - A. NO RACEWAYS OR SIGN CABINETS SHALL BE PERMITTED.
   - B. No flashing, moving, flickering and/or blinking illumination, animation, emission of audible sound, moving lights and/or floodlight illumination shall be permitted.
   - C. The name and/or stamp of the sign contractor or sign company, or both, shall not be exposed to view.

8. The following type signs are prohibited:
   - A. Paper signs and/or stickers utilized as signs.
   - B. Painted or printed signs.
   - C. Pylon signs.
   - D. Interior identification signs located within 10-feet of the storefront lease line, if such signs are visible from outside Premises, including, but not limited to freestanding signs, signs on easels, shadow box or recessed storefront or vestibule signs, and fixture signs.
   - E. Signs are not permitted on exterior walls of the Shopping Center buildings.

9. Sign shop drawings are required to be submitted for approval, to the attention of:

   Licensee Coordinator
   c/o Meadowbrook Mall Company
   5577 Youngstown-Warren Road
   Niles, Ohio 44446
   Phone: (330) 747-2661
   Email: tenantcoordination@cafarocompany.com

10. Regardless of Grantor's approvals, if any, of Licensee's signage, Licensee is responsible, at its sole cost and expense, for compliance with all law regarding Licensee's signage including, but not limited to, the installation, location, size, composition, content, etc., thereof.

11. If Licensee fails to erect the approved sign on or before the Commencement Date, then Licensee shall pay to Grantor as liquidated damages the amount of $30.00 per day until such time as the approved sign is installed.

16A

A RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE 2024 HOMELAND SECURITY GRANT SUPPLEMENTAL SOLICITATION PROGRAM FOR 150 COUNTYWIDE STATE INTEROPERABLE RADIO NETWORK (SIRN) RADIOS; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission wishes to participate in the 2024 Homeland Security Supplemental Solicitation Grant Program, and

WHEREAS, Communication for our county first responders is a priority for the Harrison County Commission and is important to have quality communications equipment and service primarily for our countywide Fire Departments, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Homeland Security Supplemental Solicitation Grant Program under the Emergency Communication and Information Sharing Program, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Homeland Security Supplemental Solicitation Grant Program; and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Homeland Security Supplemental Solicitation Grant Program, and

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

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

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

1. The Harrison County Commission authorizes the filing of the Harrison County application for funds from the 2024 Homeland Security Supplemental Solicitation Grant Program in the amount of One, Million, Fifteen Thousand, Seven Hundred, Ninety Four dollars and Ninety cents ($1,015,794.90) with the proper State official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 25th day of September 2024.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

16B

A RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE 2024 HOMELAND SECURITY GRANT SUPPLEMENTAL SOLICITATION PROGRAM - EMERGENCY BACK-UP GENERATORS AND CLIMATE CONTROL FOR SIRN TOWER SITES; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission wishes to participate in the 2024 Homeland Security Supplemental Solicitation Grant Program and submit an application for 6 Generators, 5 Climate Control Systems, and 1 Portable Generator, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Homeland Security Supplemental Solicitation Grant Program under the Emergency Communication and Information Sharing Program, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Homeland Security Supplemental Solicitation Grant Program; and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Homeland Security Supplemental Solicitation Grant Program, and

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

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

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

1. The Harrison County Commission authorizes the filing of the Harrison County application for funds from the 2024 Homeland Security Supplemental Solicitation Grant Program in the amount of Four Hundred and Thirty-Three Thousand, Ten dollars ($433,010.00) with the proper State official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 25th day of September 2024.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

16C

A RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE 2024 HOMELAND SECURITY GRANT SUPPLEMENTAL SOLICITATION PROGRAM – DIGITAL RADIO FREQUENCY TUNER FOR COUNTYWIDE SIRN RADIOS; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission wishes to participate in the 2024 Homeland Security Supplemental Solicitation Grant Program and submit an application for a Digital Radio Frequency Tuner for Countywide SIRN Radios, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Homeland Security Supplemental Solicitation Grant Program under the Emergency Communication and Information Sharing Program, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Homeland Security Supplemental Solicitation Grant Program; and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Homeland Security Supplemental Solicitation Grant Program, and

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

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

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

1. The Harrison County Commission authorizes the filing of the Harrison County application for funds from the 2024 Homeland Security Supplemental Solicitation Grant Program in the amount of Forty Three Thousand, Six Hundred-Fifty two Dollars ($43,652) with the proper State official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 25th day of September 2024.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

16C

A RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE 2024 HOMELAND SECURITY GRANT SUPPLEMENTAL SOLICITATION PROGRAM – AERIAL SURVEILLANCE, DISASTER RECOVERY AND PUBLIC EVENT SECURITY; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission wishes to participate in the 2024 Homeland Security Supplemental Solicitation Grant Program and submit an application for Aerial Surveillance, Disaster Recovery and Public Event Security by purchasing 3 Drones for Law Enforcement, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Homeland Security Supplemental Solicitation Grant Program under the Emergency Communication and Information Sharing Program, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Homeland Security Supplemental Solicitation Grant Program; and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Homeland Security Supplemental Solicitation Grant Program, and

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

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

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

1. The Harrison County Commission authorizes the filing of the Harrison County application for funds from the 2024 Homeland Security Supplemental Solicitation Grant Program in the amount of Fifty Three Thousand, Nine Hundred and Thirteen Dollars ($53,913) with the proper State official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 25th day of September 2024.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

16D

A RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE 2024 HOMELAND SECURITY GRANT SUPPLEMENTAL SOLICITATION PROGRAM – ATV RAIL TRAIL SECURITY; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission wishes to participate in the 2024 Homeland Security Supplemental Solicitation Grant Program and submit an application for Law Enforcement to purchase an ATV for Rail Trail Security, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Homeland Security Supplemental Solicitation Grant Program under the Specialized Vehicle and Security Program, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Homeland Security Supplemental Solicitation Grant Program; and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Homeland Security Supplemental Solicitation Grant Program, and

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

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

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

1. The Harrison County Commission authorizes the filing of the Harrison County application for funds from the 2024 Homeland Security Supplemental Solicitation Grant Program in the amount of Forty-Four Thousand, Five Hundred and Seventy Seven Dollars ($44,577) with the proper State official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 25th day of September 2024.

_____
Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____
John Spires, County Clerk

16E

A RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE 2024 HOMELAND SECURITY GRANT SUPPLEMENTAL SOLICITATION PROGRAM FOR DEPUTY SHERIFF RESERVE (DSR) UNIT FOR PROJECT LIFESAVER EQUIPMENT; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission wishes to participate in the 2024 Homeland Security Supplemental Solicitation Grant Program, and

WHEREAS, Project Lifesaver search and rescue equipment will be used in a program that assists families and caregivers to locate individuals, of all ages, with Alzheimer's, Autism, traumatic brain injuries and other cognitive disabilities that wander off, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Homeland Security Supplemental Solicitation Grant Program under the Emergency Communication and Information Sharing Program, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Homeland Security Supplemental Solicitation Grant Program; and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Homeland Security Supplemental Solicitation Grant Program, and

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

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

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

1. The Harrison County Commission authorizes the filing of the Harrison County application for funds from the 2024 Homeland Security Supplemental Solicitation Grant Program in the amount of Seven Thousand, Nine Hundred and Sixty Dollars ($7,960) with the proper State official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 25th day of September 2024.

_____
Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____
John Spires, County Clerk

16F

A RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE 2024 HOMELAND SECURITY GRANT SUPPLEMENTAL SOLICITATION PROGRAM FOR 30 STATEWIDE INTEROPERABLE RADIO NETWORK (SIRN) RADIOS FOR LAW ENFORCEMENT; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission wishes to participate in the 2024 Homeland Security Supplemental Solicitation Grant Program, and

WHEREAS, Communication for our Law Enforcement is a priority for the Harrison County Commission and is important to have updated radio equipment to replace aging fleet of portable radios that are no longer able to be serviced or repaired packaged with a 7 year subscription fee; and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Homeland Security Supplemental Solicitation Grant Program under the Emergency Communication and Information Sharing Program, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Homeland Security Supplemental Solicitation Grant Program; and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Homeland Security Supplemental Solicitation Grant Program, and

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

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

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

1. The Harrison County Commission authorizes the filing of the Harrison County application for funds from the 2024 Homeland Security Supplemental Solicitation Grant Program in the amount of Two Hundred and Twenty-Seven Thousand, Eight Hundred and Twenty Dollars ($227,820) with the proper State official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 25th day of September 2024.

_____
Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____
John Spires, County Clerk

A1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, September 11, 2024, through Tuesday, September 17, 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, Wednesday, September 11, 2024, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JESSE DEAN FLOWERS** was appointed and qualified as ADMINISTRATOR of the estate of **CAROLYN SUE FLOWERS**, deceased. Bond was 20,000.00.

On, Friday, September 13, 2024, the following matters were disposed of in the presence of the Clerk:

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

MICHAEL LYNN WILLIAMS, who was named in the last will and testament of **LEMUEL CLIFFORD WILLIAMS**, deceased, as 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, **MICHAEL CHRISTOPHER MARTIN** was appointed and qualified as ADMINISTRATOR of the estate of **EDWARD VERDELL MARTIN**, deceased. Bond was 125,000.00.

On, Monday, September 16, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **AGUEDA CACERES HUDKINS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JULIAN HOWARD HUDKINS, who was named in the last will and testament of **AGUEDA CACERES HUDKINS**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

The last will and testament of **FORRRIS LEE HOWARD HUDKINS II**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JULIAN HOWARD HUDKINS, who was named in the last will and testament of **FORRRIS LEE HOWARD HUDKINS II**, deceased, as 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, **KANINA MICHELE DRUMMOND** was appointed and qualified as ADMINISTRATRIX of the estate of **LORETTA CHARLENE DRUMMOND**, deceased. No bond was required.

A duly exemplified copy of the last will and testament of **REGINALD AVERY GULLEY**, deceased, late a resident of BALTIMORE, MARYLAND, was admitted to record.

On, Tuesday, September 17, 2024, the following matters were disposed of in the presence of the Clerk:

A duly certified copy of the last will and testament of **GEORGE DAVID REYNOLDS**, deceased, late a resident of RITCHIE, WEST VIRGINIA, was admitted to record.

The last will and testament of **WILLIAM PATRICK AMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

EVELYN DANIELLE AMAN, who was named in the last will and testament of **WILLIAM PATRICK AMAN**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

Greater Harrison County
Public Service District

Phone: 3
Fax: 3

www.greaterharrison.com

C1

At the regular meeting of Greater Harrison County PSD held on Thursday August 15, 2024, Chairman James Scudere, Treasurer Ruth Ann Messenger, Secretary Raymond Leonard, Member Thomas Michael and Member Gary Auvil. Also present were Bill Hoover, General Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff of Thrasher Engineering and Sam Harold of Mountain State Law.

1. Minutes and/or Amended Minutes of Previous Meetings: Michael moved to approve minutes. Board concurred.
2. Public Comment Period: No one present
10. Executive Session - Michael motioned to move into Executive Session. Board concurred.
    Auvil motioned to adjourn Executive Session. Board concurred. Scudere motioned to approve settlement as presented and authorized Thrasher to move forward with a change order subject to the terms and conditions of the settlement. Board concurred.
9. Sam Harold – Mountain State Law
    Lease agreement with Department of Natural Resources has been approved by DNR with the revision that GHPSD is not responsible for the maintenance. Michael moved to approve lease agreement. Board concurred.
3. Patrick Lesmann – P&B Services provided by Bill Hoover
    General update –Dry weather has been good for the package plants. Received a notice of violation for Pheasant Ridge which has been fixed and reply provided by Patrick.
4. Zack Dobbins – Bennett and Dobbins
    4.1 Drawdown #2 for Woodstock Project presented. Leonard moved to approve as presented. Board concurred.
    Drawdown #11 for Quiet Dell Project presented. Leonard moved to approve as presented. Board concurred.
    4.2 WV State Investment Resolution – WV State Treasurers Office has investment pools currently at 5%. Propose to open two accounts. Approval of Resolution Authorizing Investment in the consolidated fund with the WV State Treasurers Office. Leonard motioned to approve resolution as presented. Board concurred.
    4.3 WV State Investment Opening of new accounts. Motion to have Chairman sign for the political subdivision account request form and online investment account system application and the transfer of funds to State Treasurer's office. Scudere motioned to approve. Board concurred. In addition, a motion to authorize Zack Dobbins to access the account and transfer funds. Leonard motioned to approve. Board concurred.

    Last week the County Commission approved the rate increases which we will put in effect on September bill cycle. Provided update on information obtained at meeting.
5. Finance Report provided by Ruth Ann Messenger
    Michael motioned to approve financial transactions. Board concurred.
    Zack provided detail on expenses.
6. Thrasher Group, Inc.
    6.1 Sewer
        6.1.a Phase II
            - No change order available today. Scudere motioned to table Changer Order #9, Contract #3 until next the meeting.
        6.1.b Quiet Dell

- Plans and specs are approved. There are 4 remaining permits waiting on approval. 4 of the 5 properties are received and approved. Filed condemnation on 3 properties and 5 properties are still in negotiations.

6.1.c Woodstock Heights Sanitary Sewer Extension Project

- We are at beginning of construction period. Sludge plan has been submitted to the DEP.

6.1.d River Crossings

- Nothing new to present.

6.1.e 10-year Plan

- Quiet Dell - 1st phase(interstate to Chick Inn Hill) and treatment plant being built – In progress
- Quiet Dell – Chick Inn Hill to Rt. 57 split – Plant is designed to include future capacity
- Owens is contingent upon Shinnston's upgrade
- Raintree Acres and Middleville Rd has been removed due to interest and jurisdiction.
- Saltwell Road – possibly include sewer with Coon's Run water
- Coburn's Creek – past 4-T area – developer had inquired on potential for 60+ customers
- Lower rates on fixed income customers

6.2 Water

6.2.a Overall Water Project

- All permits are done, need 6 right of ways to bid and 5 properties, we will have to condemn 1 property.

6.2.b Buffalo Lake Road Water Line Extension

- Nothing new at this time. No information from AML.

6.2.c 10-year Plan Water

- Building new storage tank and booster pump stations – In progress.
- Locust Heights – Complete
- McWhorter water line replacements
- Duck Creek addition – In progress
- Jake Run Rockford – extending customers and adding booster station – In progress
- Line Replacement and fire service in Lost Creek.
- Zack's Run – In progress
- Brushy Fork – In progress
- Hasting's Run – removed due to lack of interest
- Back-up water service added to plans
- Buffalo Lake extension added to plans

7. Bill Hoover – General Manager

7.1 Water

7.1.a Overall 27% up 3%. Lost Creek Mount Clare at 37% which is up 2%. Valley of Good Hope at 15%. Quiet Dell at 26%. Coon's Run at 32% and Fair Oaks at 2%.

7.1.b Water Leak Report – Lost Creek/Mount Clare had 1 service line leak, Valley of Good Hope had 2 main line and 1 service line leak. Quiet Dell we had a ruptured line on Andell Rd while we were shutting valves. Coon's Run had leak on Janes Hill.

7.1.c Tank mixer went bad which circulates water which incurred added costs.
Lead inventory is complete.
Webco is designing control panel for McCormick Booster Station.

7.2 Sewer

7.2.a General Update – Having communication issues with alarms due to dropping signals.

7.3 Good of the District

The next meeting will be held on September 19, 2024.

Michael moved to adjourn meeting. Board concurred.

Chairman _____
James Scudere

Secretary _____
Mark Leonard

Member _____
Gary Auvil

Treasurer _____
Ruth Ann Messenger

Member _____
Thomas Michael

"THIS IS AN EQUAL OPPORTUNITY PROGRAM. DISCRIMINATION IS PROHIBITED BY FEDERAL LAW." TO FILE A COMPLAINT OF DISCRIMINATION, WRITE USDA, DIRECTOR OFFICE OF CIVIL RIGHTS, 1400 INDEPENDENCE AVE., S.W., WASHINGTON, DC 20250-9410 OR CALL (800)795-3272(VOICE) OR (202)720-6382 (TDD).

C2

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
08/01/2024 - 08/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	219,380.69	203,958.33	15,422.36	97.38%
COONS RUN O&M AGREEMENT	4,172.44	3,850.00	322.44	1.85%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	1,236.42	83.33	1,153.09	0.55%
MISCELLANEOUS/RECONNECT FEES	0.18	-	0.18	0.00%
QUIET DELL LEASE	-	500.00	(500.00)	0.00%
TAP FEES	500.00	-	500.00	0.22%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	225,289.73	208,391.67	16,898.06	
EXPENSES				
ACCT, BILLING, & COLLECTING	6,077.39	6,350.00	(272.61)	2.22%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	245.00	58.33	186.67	0.09%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,610.83	0.02	9.01%
DIRECTORS FEES	525.60	533.33	(7.73)	0.19%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	9,075.00	7,050.00	2,025.00	3.32%
LAB SERVICE	1,439.20	1,058.33	380.87	0.53%
LABOR	43,617.20	30,091.67	13,525.53	15.96%
MAINTENANCE	34,426.11	15,108.33	19,317.78	12.60%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	10.05	141.67	(131.62)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	5,096.00	4,233.33	862.67	1.86%
POWER PURCHASED	3,172.81	3,941.67	(768.86)	1.16%
PROPERTY/LIABILITY & INJURIES INSURANCE	1,221.02	2,366.67	(1,145.65)	0.45%
REGULATORY COMMISSION	4,571.70	875.00	3,696.70	1.67%
RENEWAL & REPLACEMENT	34,971.28	5,541.67	29,429.61	12.80%
RENT EXPENSE	2,500.00	2,500.00	-	0.91%
TAXES	3,636.59	2,341.67	1,294.92	1.33%
TRANSPORTATION	2,523.50	2,791.67	(268.17)	0.92%
UTILITIES	228.85	816.67	(587.82)	0.08%
WATER PURCHASED	95,338.92	87,485.00	7,853.92	34.89%
TOTAL EXPENSES	273,287.07	197,895.83	75,391.24	
NET SURPLUS (DEFICIT)	(47,997.34)	10,495.83	(58,493.17)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
08/01/2024 - 08/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	248,258.83	230,791.67	17,467.16	97.13%
COONS RUN O&M AGREEMENT	-	-	-	0.00%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.98%
INTEREST INCOME	355.53	83.33	272.20	0.14%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	100.00	-	100.00	0.04%
UNUSUAL CHARGE	4,376.50	7,483.33	(3,106.83)	1.71%
TOTAL INCOME	255,590.86	240,858.33	14,732.53	
EXPENSES				
ACCT, BILLING, & COLLECTING	1,614.34	1,800.00	(185.66)	0.67%
BRIDGEPORT SANITARY BOARD	4,106.66	8,858.33	(4,751.67)	1.71%
TOWN OF WORTHINGTON	-	3,150.00	(3,150.00)	0.00%
CHEMICALS	-	1,791.67	(1,791.67)	0.00%
CLARKSBURG SANITARY BOARD	2,770.20	4,125.00	(1,354.80)	1.15%
DEBT SERVICE	112,379.86	112,379.83	0.03	46.79%
DIRECTORS FEES	474.40	533.33	(58.93)	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	7,456.95	7,408.33	48.62	3.10%
LAB SERVICE	379.90	916.67	(536.77)	0.16%
LABOR	45,577.36	26,741.67	18,835.69	18.98%
MAINTENANCE	29,719.57	15,450.00	14,269.57	12.37%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,059.76	1,891.67	(831.91)	0.44%
OUTSIDE SERVICES/CONTRACT LABOR	13,819.98	14,833.33	(1,013.35)	5.75%
POWER PURCHASED	11,200.39	14,850.00	(3,649.61)	4.66%
PROPERTY/LIABILITY & INJURIES INSURANCE	1,065.98	2,466.67	(1,400.69)	0.44%
REGULATORY COMMISSION	244.60	825.00	(580.40)	0.10%
RENEWAL & REPLACEMENT	4,053.18	8,766.67	(4,713.49)	1.69%
RENT EXPENSE	-	-	-	0.00%
TAXES	2,771.12	2,083.33	687.79	1.15%
TRANSPORTATION	2,277.69	2,500.00	(222.31)	0.95%
UTILITIES	(806.22)	1,841.67	(2,647.89)	-0.34%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	240,165.72	233,213.17	6,952.55	
NET SURPLUS (DEFICIT)	15,425.14	7,645.17	7,779.97	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
08/01/2024 - 08/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	467,639.52	434,750.00	32,889.52	97.25%
COONS RUN O&M AGREEMENT	4,172.44	3,850.00	322.44	0.87%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.52%
INTEREST INCOME	1,591.95	166.67	1,425.28	0.33%
MISCELLANEOUS/RECONNECT FEES	0.18	-	0.18	0.00%
QUIET DELL LEASE	-	500.00	(500.00)	0.00%
TAP FEES	600.00	-	600.00	0.12%
UNUSUAL CHARGE	4,376.50	7,483.33	(3,106.83)	0.91%
TOTAL INCOME	480,880.59	449,250.00	31,630.59	
EXPENSES				
ACCT, BILLING, & COLLECTING	7,691.73	8,150.00	(458.27)	1.50%
BRIDGEPORT SANITARY BOARD	4,106.66	8,858.33	(4,751.67)	0.80%
TOWN OF WORTHINGTON	-	3,150.00	(3,150.00)	0.00%
CHEMICALS	245.00	1,850.00	(1,605.00)	0.05%
CLARKSBURG SANITARY BOARD	2,770.20	4,125.00	(1,354.80)	0.54%
DEBT SERVICE	136,990.71	136,990.67	0.04	26.68%
DIRECTORS FEES	1,000.00	1,066.67	(66.67)	0.19%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	16,531.95	14,458.33	2,073.62	3.22%
LAB SERVICE	1,819.10	1,975.00	(155.90)	0.35%
LABOR	89,194.56	56,833.33	32,361.23	17.37%
MAINTENANCE	64,145.68	30,558.33	33,587.35	12.49%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,069.81	2,033.33	(963.52)	0.21%
OUTSIDE SERVICES/CONTRACT LABOR	18,915.98	19,066.67	(150.69)	3.68%
POWER PURCHASED	14,373.20	18,791.67	(4,418.47)	2.80%
PROPERTY/LIABILITY & INJURIES INSURANCE	2,287.00	4,833.33	(2,546.33)	0.45%
REGULATORY COMMISSION	4,816.30	1,700.00	3,116.30	0.94%
RENEWAL & REPLACEMENT	39,024.46	14,308.33	24,716.13	7.60%
RENT EXPENSE	2,500.00	2,500.00	-	0.49%
TAXES	6,407.71	4,425.00	1,982.71	1.25%
TRANSPORTATION	4,801.19	5,291.67	(490.48)	0.94%
UTILITIES	(577.37)	2,658.33	(3,235.70)	-0.11%
WATER PURCHASED	95,338.92	87,485.00	7,853.92	18.57%
TOTAL EXPENSES	513,452.79	431,109.00	82,343.79	
NET SURPLUS (DEFICIT)	(32,572.20)	18,141.00	(50,713.20)	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2024 - 08/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	428,121.04	407,916.67	20,204.37	96.27%
COONS RUN O&M AGREEMENT	8,235.27	7,700.00	535.27	1.85%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	1,833.27	166.67	1,666.60	0.41%
MISCELLANEOUS/RECONNECT FEES	2,725.18	-	2,725.18	0.61%
QUIET DELL LEASE	1,500.00	1,000.00	500.00	0.34%
TAP FEES	2,300.00	-	2,300.00	0.52%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	444,714.76	416,783.33	27,931.43	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	12,069.28	12,700.00	(630.72)	2.36%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	570.00	116.67	453.33	0.11%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	49,221.70	49,221.67	0.03	9.62%
DIRECTORS FEES	1,445.84	1,066.67	379.17	0.28%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	18,634.09	14,100.00	4,534.09	3.64%
LAB SERVICE	1,715.20	2,116.67	(401.47)	0.34%
LABOR	87,431.80	60,183.33	27,248.47	17.08%
MAINTENANCE	52,502.83	30,216.67	22,286.16	10.26%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	464.09	283.33	180.76	0.09%
OUTSIDE SERVICES/CONTRACT LABOR	10,322.50	8,466.67	1,855.83	2.02%
POWER PURCHASED	6,980.67	7,883.33	(902.66)	1.36%
PROPERTY/LIABILITY & INJURIES INSURANCE	7,806.37	4,733.33	3,073.04	1.52%
REGULATORY COMMISSION	10,679.68	1,750.00	8,929.68	2.09%
RENEWAL & REPLACEMENT	45,496.28	11,083.33	34,412.95	8.89%
RENT EXPENSE	5,000.00	5,000.00	-	0.98%
TAXES	7,333.11	4,683.33	2,649.78	1.43%
TRANSPORTATION	4,442.73	5,583.33	(1,140.60)	0.87%
UTILITIES	1,984.52	1,633.33	351.19	0.39%
WATER PURCHASED	187,796.86	174,970.00	12,826.86	36.69%
TOTAL EXPENSES	511,897.55	395,791.67	116,105.88	100.00%
NET SURPLUS (DEFICIT)	(67,182.79)	20,991.67	(88,174.46)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2024-08/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	475,561.94	461,583.33	13,978.61	95.24%
COONS RUN O&M AGREEMENT	-	-	-	0.00%
FACILITIES CHARGE	5,000.00	5,000.00	-	1.00%
INTEREST INCOME	5,449.49	166.67	5,282.82	1.09%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	300.00	-	300.00	0.06%
UNUSUAL CHARGE	12,992.78	14,966.67	(1,973.89)	2.60%
TOTAL INCOME	499,304.21	481,716.67	17,587.54	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	4,408.64	3,600.00	808.64	0.95%
BRIDGEPORT SANITARY BOARD	4,106.66	17,716.67	(13,610.01)	0.88%
TOWN OF WORTHINGTON	2,891.60	6,300.00	(3,408.40)	0.62%
CHEMICALS	-	3,583.33	(3,583.33)	0.00%
CLARKSBURG SANITARY BOARD	5,299.29	8,250.00	(2,950.71)	1.14%
DEBT SERVICE	224,759.72	224,759.67	0.05	48.37%
DIRECTORS FEES	1,304.16	1,066.67	237.49	0.28%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	13,195.06	14,816.67	(1,621.61)	2.84%
LAB SERVICE	1,341.40	1,833.33	(491.93)	0.29%
LABOR	59,132.30	53,483.33	5,648.97	12.73%
MAINTENANCE	50,337.30	30,900.00	19,437.30	10.83%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	3,912.50	3,783.33	129.17	0.84%
OUTSIDE SERVICES/CONTRACT LABOR	26,439.96	29,666.67	(3,226.71)	5.69%
POWER PURCHASED	24,899.42	29,700.00	(4,800.58)	5.36%
PROPERTY/LIABILITY & INJURIES INSURANCE	7,003.88	4,933.33	2,070.55	1.51%
REGULATORY COMMISSION	7,826.78	1,650.00	6,176.78	1.68%
RENEWAL & REPLACEMENT	18,224.36	17,533.33	691.03	3.92%
RENT EXPENSE	-	-	-	0.00%
TAXES	3,282.59	4,166.67	(884.08)	0.71%
TRANSPORTATION	4,008.23	5,000.00	(991.77)	0.86%
UTILITIES	2,301.40	3,683.33	(1,381.93)	0.50%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	464,675.25	466,426.33	(1,751.08)	100.00%
NET SURPLUS (DEFICIT)	34,628.96	15,290.33	19,338.63	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2024 -08/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	903,682.98	869,500.00	34,182.98	95.73%
COONS RUN O&M AGREEMENT	8,235.27	7,700.00	535.27	0.87%
FACILITIES CHARGE	5,000.00	5,000.00	-	0.53%
INTEREST INCOME	7,282.76	333.33	6,949.43	0.77%
MISCELLANEOUS/RECONNECT FEES	2,725.18	-	2,725.18	0.29%
QUIET DELL LEASE	1,500.00	1,000.00	500.00	0.16%
TAP FEES	2,600.00	-	2,600.00	0.28%
UNUSUAL CHARGE	12,992.78	14,966.67	(1,973.89)	1.38%
TOTAL INCOME	944,018.97	898,500.00	45,518.97	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	16,477.92	16,300.00	177.92	1.69%
BRIDGEPORT SANITARY BOARD	4,106.66	17,716.67	(13,610.01)	0.42%
TOWN OF WORTHINGTON	2,891.60	6,300.00	(3,408.40)	0.30%
CHEMICALS	570.00	3,700.00	(3,130.00)	0.06%
CLARKSBURG SANITARY BOARD	5,299.29	8,250.00	(2,950.71)	0.54%
DEBT SERVICE	273,981.42	273,981.33	0.09	28.06%
DIRECTORS FEES	2,750.00	2,133.33	616.67	0.28%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	31,829.15	28,916.67	2,912.48	3.26%
LAB SERVICE	3,056.60	3,950.00	(893.40)	0.31%
LABOR	146,564.10	113,666.67	32,897.43	15.01%
MAINTENANCE	102,840.13	61,116.67	41,723.46	10.53%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	4,376.59	4,066.67	309.92	0.45%
OUTSIDE SERVICES/CONTRACT LABOR	36,762.46	38,133.33	(1,370.87)	3.76%
POWER PURCHASED	31,880.09	37,583.33	(5,703.24)	3.26%
PROPERTY/LIABILITY & INJURIES INSURANCE	14,810.25	9,666.67	5,143.58	1.52%
REGULATORY COMMISSION	18,506.46	3,400.00	15,106.46	1.90%
RENEWAL & REPLACEMENT	63,720.64	28,616.67	35,103.97	6.52%
RENT EXPENSE	5,000.00	5,000.00	-	0.51%
TAXES	10,615.70	8,850.00	1,765.70	1.09%
TRANSPORTATION	8,450.96	10,583.33	(2,132.37)	0.87%
UTILITIES	4,285.92	5,316.67	(1,030.75)	0.44%
WATER PURCHASED	187,796.86	174,970.00	12,826.86	19.23%
TOTAL EXPENSES	976,572.80	862,218.00	114,354.80	100.00%
NET SURPLUS (DEFICIT)	(32,553.83)	36,282.00	(68,835.83)	

GREATER HARRISON COUNTY PSD - WATER
Statement of Cash Flows
August 2024

OPERATING ACTIVITIES		
Net Income (Loss)	$	(47,997.34)
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Receivable	$	(109.61)
Accounts Payable	$	21,705.41
Customer Deposits	$	1,484.65
Due (From) To Sewer Fund	$	6,696.89
Net cash provided by Operating Activities	$	(18,220.00)
INVESTING ACTIVITIES		
Fixed Assets Projects	$	(25,300.00)
Interest Income	$	-
Net cash provided by Investing Activities	$	(25,300.00)
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease)for period	$	(43,520.00)
Cash at beginning of period	$	1,307,678.58
Cash at end of period	**$**	**1,264,158.58**
Unrestricted Cash	$	567,901.01
Restricted Cash		
Depreciation Reserve	$	120,787.02
Bond Commission Sweep	$	26,503.00
Construction	$	45.00
ARPA	$	100.00
SB 234	$	95,000.00
Customer Deposits	$	46,786.24
CD-Customer Deposits	$	63,129.93
CD-Depreciation Reserve	$	265,018.38
CD-SB 234	$	78,888.00
Total Restricted Cash	$	696,257.57
Total Unrestricted & Restricted Cash	**$**	**1,264,158.58**
	$	-

GREATER HARRISON COUNTY PSD - SEWER
Statement of Cash Flows
August 2024

OPERATING ACTIVITIES		
Net Income (Loss)	$	15,425.14
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Payable	$	3,864.07
Customer Deposits	$	2,326.04
Payroll Liabilities	$	28,064.76
Due (From) To Water Fund	$	(6,696.89)
Net cash provided by Operating Activities	$	42,983.12
INVESTING ACTIVITIES		
Interest Income	$	-
Fixed Assets	$	(261,945.00)
Net cash provided by Investing Activities	$	(261,945.00)
FINANCING ACTIVITIES		
	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	183,509.84
Net cash provided by Financing Activities	$	182,660.95
Net cash increase (decrease) for period	$	(36,300.93)
Cash at beginning of period	$	2,604,362.65
Cash at end of period	**$**	**2,568,061.72**
Unrestricted Cash	$	806,252.25
Restricted Cash		
Construction Account	$	31,489.54
Depreciation Reserve	$	620,120.47
Rural Development Reserve	$	290.52
Bond Commission Sweep	$	74,275.85
ARPA	$	100.00
SB 234	$	95,000.00
Customer Deposits	$	93,366.01
CD-Customer Deposits	$	105,218.67
CD-Depreciation Reserve	$	636,816.16
CD-Rural Development Reserve	$	26,244.25
CD-SB 234	$	78,888.00
Total Restricted Cash	$	1,761,809.47
Total Unrestricted & Restricted Cash	**$**	**2,568,061.72**
	$	-