The Marion County Commission sat in regular session pursuant to its adjournment on Wednesday, July 30th, 2014. Present were Commissioner Elliott, Commissioner VanGilder and President Tennant.

The proceedings of Wednesday, July 30th, 2014, together with those had and done under the supervision of Janice Cosco, Clerk and Recorder for the Marion County Commission on July 31st, August 1st, 4th and 5th, 2014 were approved as submitted and signed.

D. D. Meighen led the Court with a prayer. Charlie Reese led the Court with the Pledge of Allegiance. President Tennant called the meeting to order. Commissioner Elliott moved to dispense with the reading of the minutes of Wednesday, July 30th, 2014 and accept them as presented. Commissioner VanGilder seconded. President Tennant concurred.

For the record, note James Priester, Assessor presented to the County Commission the following Exonerations for approval.

Dated August 6, 2014
Nos. #2014-750 through #2014-786

Pursuant to the recommendation of James Priester, Assessor and approval of Patrick Wilson, Prosecuting Attorney; Commissioner Elliott moved that the President sign Nos. #2014-750 through #2014-786. Commissioner VanGilder seconded. President Tennant concurred.

The Commission presented the Proclamation for Raymond E. Morgan, in recognition of 40 years of service on the Board of Fairmont-Marion County Transit Authority.
Commissioner Elliott moved that the Commission sign and present the Proclamation to his son, Brian Morgan. Commissioner VanGilder seconded. President Tennant concurred.

For the record, note the Commission received the Resolution for General Fund Carry-over.
RESOLUTION

At a regular session of the Marion County Commission, held on the 30th day of July, 2014, the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Marion. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number 1, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Burley “Butch” Tennant, and duly seconded by Ernie Vangelnder the vote thereon was as follows:

Burley “Butch” Tennant  |  Yes or No
Ernie Vangelnder       |  Yes or No
Randy Elliott          |  Yes or No

WHEREUPON, the Marion County Commission declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the President of Marion County Commission is authorized to fix his signature on the attached “Request for Revision to Approved Budget” to be sent to the State Auditor for approval.

Marion County Commission

Burley “Butch” Tennant, President
Randy Elliott, Commissioner
Ernie Vangelnder, Commissioner
### REVENUES (net each account)

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### NET INCREASE/DECREASE Revenues (ALL PAGES)

| NET INCREASE/DECREASE Revenues (ALL PAGES) | 210,000 |

### EXPENDITURES (net each account category)

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### NET INCREASE/DECREASE Expenditures

| NET INCREASE/DECREASE Expenditures | 210,000 |

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**APPROVED BY THE STATE AUDITOR**

<table>
<thead>
<tr>
<th>APPROVED BY THE STATE AUDITOR</th>
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</thead>
<tbody>
<tr>
<td>B. L. Johnson</td>
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<tr>
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**Marion County Commission**

**August 6, 2014**
The Commission presented the Resolution to Accept Conditions of the Contract for West Virginia Community Participation Program Funds and to Authorize Signature on Behalf of the Marion County Commission. County Administrator Kris Cinalli stated that this grant is in the amount of $15,000.00 for fencing at Palatine Park.
RESOLUTION

TO APPLY FOR WEST VIRGINIA
COMMUNITY PARTICIPATION PROGRAM FUNDS

WHEREAS, Fifteen thousand dollars, ($15,000.00) in Community Participation Program Funding is requested by the Marion County Commission on behalf of the Marion County Commission;

WHEREAS, an application for these funds must be made to the West Virginia Development Office; and,

WHEREAS, the Community Participation Program requires that a local government unit sponsor said application.

NOW, THEREFORE, BE IT RESOLVED BY THE MARION COUNTY COMMISSION OF WEST VIRGINIA that the Commission President be authorized to make application for fifteen thousand dollars, ($15,000.00) in Community Participation Program funds for the Marion County Commission on behalf of the Marion County Commission and that he be empowered to sign the application and any agreement necessary to obtain these funds.

DATE: August 6, 2014

Burly Butch Tennant, President
Randy J. Elliott, Commissioner
Ernie Vanderwerff, Commissioner

ATTEST:

Janice Cosco, County Clerk
Commissioner Elliott moved that the Commission sign the Resolution and that the President sign the contract. Commissioner VanGilder seconded. President Tennant concurred.

The Commission presented the Resolution and Contract to accept West Virginia Community Corrections Grant. County Administrator Kris Cinalli stated that this grant is in the amount of $133,955.00 for our Day Report Center, Grant 15-CC-10.
MARION COUNTY COMMISSION
AUGUST 6, 2014

The Honorable Butch Tennant
President
Marion County Commission
200 Jackson Street, Room 400
Fairmont, West Virginia 26554

RE: Grant Number: 15-CC-10
Amount: $133,969.09

Dear Commissioner Tennant:

Congratulations on your recently awarded West Virginia Community Corrections grant. To formalize your acceptance of this grant, the attached documents must be signed by the authorized official and the original returned to my office by Monday, August 18, 2014.

Documents required for signature include:

7. Contract Agreement
8. Resolution (signed by County Clerk)
9. Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; And Drug Free Workplace Requirements
10. EEOC Certification—Two (2) forms—one completed form to be mailed to the Office for Civil Rights at the address listed on the form and one completed form returned to the Division of Justice and Community Services

Please be advised you will be required to revise your grant budget (pages 3 through 6) to reflect your new grant award amount and appropriate matching contribution and resubmit those revised budget pages with your signed grant contract agreement. Please note, your revised budget MUST be typed, and list each individual line item in each category. Furthermore, all positions funded in the Personnel/Contractual Category must list the employee’s name (if it is a currently funded position), their individual salary, and a breakdown of all benefits for each funded position. No lump sums in any category will be accepted. Additionally, please note that contract agreements will not be processed at DJCS without the revised budget pages.

Programs should also be advised the Governor’s Community Corrections Subcommittee has agreed the West Virginia Community Corrections grant program will not fund six (6) specific types of positions. Therefore, if you have requested in your original application any of the following staff positions, please remove those positions from your revised grant budget pages you are resubmitting to DJCS:

1204 Kanawha Blvd. E.
Charleston, WV 25301-2930
Phone: (304) 558-0816
Fax: (304) 558-0921
Commissioner Elliott moved that the Commission sign the Resolution and that the President sign the contract. Commissioner VanGilder seconded. President Tennant concurred.

The Commission presented the Agreement between Marion County Commission and Raymond’s Exxon (Raymond Johnson) for remediation of Prosecutor’s building. County Administrator Kris Cinalli added for the record that this issue that has been going on for a while has been remediated and corrected and Mr. Johnson has presented a check to the Commission in the amount of $30,000.00.
SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE, ("Agreement and Release") by and between The County Commission of Marion County, West Virginia (The County Commission) and Raymond Johnson, made and entered into this 15th day of August, 2014, sets forth the full and final settlement of any and all claims that THE COUNTY COMMISSION OF MARION COUNTY, WEST VIRGINIA A STATUTORY CORPORATION may now have or may have had against RAYMOND JOHNSON.

WHEREAS, On or about the 18th day of December, 2009 the County Commission purchased from Raymond Johnson certain property located in Fairmont, Marion County, West Virginia located at what is commonly known as 213 Jackson Street, Fairmont, Marion County, West Virginia and which is more fully described in that certain deed of record in the Office of the Clerk of the County Commission of Marion County, West Virginia in Deed Book No. 1057 at page 43 (the "property").

WHEREAS, Subsequent to the purchase of the property and during the renovation of the property the County Commission of Marion County discovered that the ground underneath the property was contaminated with gasoline and other chemical pollutants and;

WHEREAS, The County Commission reported the contamination to the West Virginia Department of Environmental Protection (WVDEP) and to the West Virginia Counties Risk Pool (WVARP), the insurance carrier for the County Commission and;

WHEREAS, Following soil testing by the WVDEP and an investigation by WVARP the conclusion was reached that the contaminants were leaching from the neighboring Exxon Station owned by Raymond Johnson and;

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WHEREAS, The County Commission has expended significant sums of money to remediate the contamination of the soil under the property and now seeks reimbursement from Raymond Johnson for the costs of remediation and;

WHEREAS, Raymond Johnson denies any liability for the contamination of the soil underneath the property and;

WHEREAS, The parties have in good faith entered into negotiations in order to settle the dispute that has arisen and;

WHEREAS, Each party has had the opportunity to consult with counsel and;

WHEREAS, Each party does now enter into this agreement freely and voluntarily without coercion.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. For and in consideration of the total sum of Thirty Thousand Dollars ($30,000.00) (the “Settlement Amount”) made payable to the County Commission of Marion, West Virginia, the receipt and sufficiency of which is hereby acknowledged, the County Commission, on behalf of itself, its past, present and future office holders, officers, partners, agents, attorneys, employees, directors, divisions, affiliates, successors, predecessors, related entities, insurers, representatives, administrators, successors in interest, and assigns, hereby release, remise, irrevocably waive and forever discharge Raymond Johnson, as well as his past, present and future owners, shareholders, officers, partners, agents, attorneys, employees, directors, parent corporations, subsidiaries, divisions, affiliates, successors, predecessors, related entities, insurers, representatives, administrators, predecessors, masters, principals, heirs, executors, successors in interest, and assigns (collectively, the “Released Parties”) of and from
any and all past, present and future claims, demands, actions, causes of actions, suits, rights, obligations, covenants, contracts, agreements, judgments, damages, costs, expenses, attorneys' fees, or any liability of any kind or nature whatsoever, including, without limitation, property damage claims, economic loss claims, and all claims asserted, or which could have been asserted, by the County Commission.

2. The County Commission agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the Raymond Johnson based on claims arising out of or in connection with the matters that were or could have been made the basis of any civil action associated with the contamination of the property.

3. The County Commission now accepts the subject real estate in "AS IS" condition, and assumes all future risk of any such physical, environmental or geological condition regardless of the cause or date of origin of such condition and that under no circumstances whatsoever shall Raymond Johnson be required to correct, remedy or cure any such physical condition, environment contamination or geological instability or other condition.

4. The County Commission acknowledges and agrees that the payment of the Settlement Amount referred to in paragraph 1 is in consideration of and is intended to and does release, acquit and forever discharge any and all claims by it regarding any unknown events arising out of or relating to the claims relating to, regardless of ignorance, oversight, error, negligence, mistake of fact or mistake of law, which, if known, would materially affect its decision to execute this Agreement and Release. The County Commission further acknowledges and agrees that they accept the Settlement Amount as a complete compromise of matters.
involving disputed issues of law and fact, and they fully assume the risk that the facts or law may be otherwise than they believe.

5. All parties agree that they shall assume their own costs, including attorneys’ fees, incurred in connection with this matter.

6. Raymond Johnson denies that he or anyone on his behalf violated any statute, common law or regulatory agency rule or regulation or any other law. It is understood that this Agreement and Release does not constitute an admission of liability or wrongdoing on the part of the Raymond Johnson, that he expressly denies any liability to the County Commission, and that the terms and conditions of this Agreement and Release are meant merely to buy his peace.

7. The parties covenant and agree that no promises or inducements have been offered for this Agreement and Release other than those set forth herein and that this Agreement and Release is executed without reliance upon any other promises or representations. This Agreement and Release contains the entire agreement between the parties hereto and the terms of this Agreement and Release are contractual and not mere recitals.

8. The County Commission represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement and Release; that they have the sole right and exclusive authority to execute this Agreement and Release and receive the consideration specified herein; and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action covered in this Agreement and Release.

9. This Agreement and Release shall be governed by and construed in accordance with the laws of the State of West Virginia. If any provision of this Agreement and
Release shall for any reason be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement and Release shall, in such event, be construed as if such invalid or unenforceable provision had never been contained herein.

10. This Agreement and Release shall be executed in duplicate with each party retaining an original thereof.

11. All Parties to this agreement acknowledge that each is either represented by legal counsel of their choice or has had opportunity to consult with legal counsel of choice, and that the content and effect of this Agreement and Release is understood by each. The Parties further acknowledge that they have read this Agreement and Release in its entirety, that they understand the import of same, and that they sign it of their own free act and deed.

IN WITNESS WHEREOF, the County Commission of Marion County, West Virginia and Raymond Johnson each has executed this Settlement Agreement and Release as of the date set out below.

THE COUNTY COMMISSION OF MARION COUNTY, WEST VIRGINIA, A STATUTORY CORPORATION

By: [Signature]

Its: President

Date: August 6, 2014

ATTEST:

Janice Coseo,
Clerk of the County Commission of Marion County, West Virginia

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RAYMOND JOHNSON

STATE OF WEST VIRGINIA:
COUNTY OF MARION, TO WIT:

The foregoing instrument was acknowledged before me this 5th day of August 2014 by Raymond Johnson.

Notary Public

My Commission Expires:

Page 6 of 6
Commissioner Elliott moved that the Commission President sign the Agreement. Commissioner VanGilder seconded. President Tennant concurred.

The Commission received the advice and consent of the Commission to hire Adele McDougal in the Housekeeping Department full time, with benefits, and a starting salary of $20,800.00.

Commissioner Elliott moved that the Commission grant its advice and consent to hire Adele McDougal in the Housekeeping Department full time, with benefits, and a starting salary of $20,800.00. Commissioner VanGilder seconded. President Tennant concurred.

The Commission received the advice and consent of the Commission to hire Chris Stevens as a part time Maintenance employee at $8.00 per hour, effective August 4, 2014.

Commissioner Elliott moved that the Commission grant its advice and consent to hire Chris Stevens as a part time Maintenance employee at $8.00 per hour. Commissioner VanGilder seconded. President Tennant concurred.

For the record, note the Commission presented recognition of David Bland’s service to Marion County.

Marion County Commission

Jeff Biafore stated that his service to the County was very good in the restoration of the Courthouse. Fred stated that he has worked for and with Dave and has learned a great deal from being with him. Commissioner Elliott reiterated that Dave workmanship in the Courthouse has been of tremendous value to the ongoing beauty of the Courthouse.
For the record, note the Commission received the West Virginia Department of Transportation Division of Highways Statewide Transportation Improvement Program (STIP) FFY 2014-2019 Program Amendment.

For the record, note the Commission received the West Virginia of Transportation Division of Highways’ Informational Drawings and Location Map for State Project No. S325-218-10.86; Basnettville Bridge.

For the record, note the Commission received the notification from Time Warner Cable of services and station agreements about to expire.

For the record, note the Commission received the Valley Falls Public Service District Reconciliation Summary for Period Ending 6-30-2014.

Columbus Carpenter announced that there will be a chicken roast and kielbasa sandwich at Palatine Park for the benefit of the Korean War Memorial. He also thanked the Commission for their participation in the Ceremony on the return of the Korean War Veteran whose remains have been returned home on Tuesday.

Charlie Reese stated that Belinda Biafore obtained that $15,000.00 grant for Palatine Park. Charlie Reese stated that the final punch list for Palatine Park should be handed to the Commission from Thrasher Engineering on Thursday.
Charlie Reese also added that the Korean War Memorial final estimate for the completion of the memorial is at approximately $70,000.00. He added that the next phase will cost approximately $50,000.00 for the installation of the limestone panels.

Commissioner Elliott wanted to thank the Maintenance Department for all of their work on the Day Report Center on cleaning up the outside of the building.

Commissioner VanGilder challenged the Times West Virginian Reporter as well as Channel 5 and 12 Reporters to do an investigative report on both the pros and cons of Home Rule as it applies to the City of Fairmont and how it will affect the citizens of the City/County.

There being no further business to come before the County Commission, it is ordered that this Commission do now recess until, Wednesday, August 13th, 2014 at 10:00 a.m. for the next scheduled County Commission Meeting.

Burley “Butch” Tennant, President