

MARION COUNTY COMMISSION
AUGUST 6, 2014

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.***

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Proclamation

WHEREAS, Raymond E. Morgan served in the Armed Services from 1954 to 1957, where he was sent overseas for eighteen months and spent the rest of his service time in the United States as a Staff Sergeant; and

WHEREAS, Raymond is married to Wilma, his wife of 61 years and they are members of Life United Methodist Church, raised their children, Brian, a Southern Baptist Youth Pastor in Newnan, Georgia, where he lives with his wife Cheryl and their children, Brianna, who is a senior in college at Milledgeville, Georgia, and Levi, a freshman at Daytona State college in Florida; and

WHEREAS, he retired from Alcan Aluminum Company in 1995 with 42½ years of service, where, during that time, he took a leave of absence and worked as an Operating Vice-President at the United Way for 13 years; and

WHEREAS, during Raymond's lifetime, he has served on the Board for the F.M.C.T.A. for 40 continuous years (14 three year terms), worked on the organizing committees for the Morgan Family Reunions, coached Little League and Babe Ruth Baseball, served on the Bureau of Senior Services, and helped with the Fairmont Senior High School Wrestling Team from 1980 to 2013; and

THEREFORE, BE IT RESOLVED, that in honor of Raymond's 40 Continuous Years of Service on the Fairmont-Marion County Transit Authority Board, the Marion County Commission does hereby proclaim August 6, 2014 to be

"RAYMOND E. MORGAN DAY"

Given under our hand and the Seal of Marion County, this, the 6th day of August, 2014.

MARION COUNTY COMMISSION


Burley "Butch" Tennant, President


Randy Elliott, Commissioner


Ernie Van Gilder, Commissioner

ATTEST:


Janice Cosco, County Clerk



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.

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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) Of the General Fund 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 Vangilder the vote thereon was as follows:

Burley "Butch" Tennant	<u>Yes</u> or No
Ernie Vangilder	<u>Yes</u> or No
Randy Elliott	<u>Yes</u> 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 The 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

B. D. Tennant Jr.

Burley "Butch" Tennant
President

Randy Elliott

Randy Elliott, Commissioner

Ernie Vangilder
Ernie Vangilder, Commissioner

MARION COUNTY COMMISSION
AUGUST 6, 2014

LGSD BR 1180 (Rev. 2010)

Ora Ash, Director
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26302
Phone: 627-2415 ext. 5114
Fax: 627-2417

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER

2014-2015
FY
1
FUND
1
REV. NO.
1 of 1
PG. OF NO.

MARION COUNTY COMMISSION

GOVERNMENT ENTITY

Person To Contact Regarding

Budget Revision: **Marie Lockhart**
Phone: **304-367-5455**
Fax: **304-367-5357**

200 ADAMS ST.

STREET OR PO BOX

FAIRMONT, WV 26554

CITY

ZIP CODE

County
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	900,000	210,000		1,110,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

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

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
401	County Commission	922,196	1,145		923,341
402	County Clerk	696,708	34,828		731,536
403	Circuit Clerk	655,781	2,094		657,875
404	Sheriff-Treasurer	637,067	45		637,112
405	Prosecuting Attorney	1,066,950	14,694		1,081,644
406	Assessor	686,672	112		686,784
413	Elections-County Clerk	311,251	143		311,394
416	Circuit Court	10,000	78		10,078
418	Purchasing Department	549,070	37,633		586,703
420	Custodial	261,146	49		261,195
424	Courthouse	746,446	23,742		770,188
425	Other Buildings	75,000	17,174		92,174

NET INCREASE/(DECREASE) Expenditures **210,000**

APPROVED BY THE STATE AUDITOR
BY: _____ Date _____
Director, Local Government Services Division

B. D. Tennant Jr. 7/30/2014
AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

**MARION COUNTY COMMISSION
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EXPENDITURES (CONT'D)		MARION COUNTY COMMISSION			
LGSD: BR00810		MARION COUNTY COMMISS CONTROL NUMBER		2014-2015	1
BUDGET REVISION REQUEST-SUPPLEMENT		FY		FUND	REV#
ACCOUNT NUMBER	ACCOUNT CATEGORY	PREVIOUSLY APPROVED AMOUNT	INCREASE	DECREASE	REVISED AMOUNT
428	Data Processing	199,149	20,681		219,830
700	Sheriff-Law Enforcement	2,866,476	22,932		2,889,408
711	Emergency Services	64,614	5,450		70,064
717	Central Garage	126,805	3,834		130,639
731	Community Based Corrections Program	304,507	678		305,185
986	County Commission		24,688		24,688
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
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	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures (this page)					78,263

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.

MARION COUNTY COMMISSION
AUGUST 6, 2014

Marion County Commission

BURLEY "BUTCH" TENNANT, JR.
President
RANDY J. ELLIOTT
Commissioner
ERNIE J. VANGILDER
Commissioner



Address Correspondence to:
200 JACKSON STREET • ROOM 403
FAIRMONT, WEST VIRGINIA 26554
(304) 367-5400
FAX (304) 367-5431

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 VanGilder, Commissioner

ATTEST:


Janice Cosco, County Clerk

**MARION COUNTY COMMISSION
AUGUST 6, 2014**



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • WVDO.org

July 22, 2014

The Honorable Randy J. Elliott
President
Marion County Commission
200 Jackson Street
Fairmont, West Virginia 26554



Dear Commissioner Elliott:

**RE: Governor's Community Participation Program
Marion County Commission—Palatine Park Fencing
Project Number: 08LEDA0841N (\$15,000)**

Please find enclosed an application for funding through the Governor's Community Participation Program for the above-referenced project. It is our understanding that this grant will be used by the Marion County Commission to install fencing at Palatine Park. Upon receipt in our office, your application will be considered for funding.

If I may answer any questions or provide you with additional information, please do not hesitate to call me at 304-558-4010.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer L. Johnson".

Jennifer L. Johnson
Community Development Division

Enclosure

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.

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Earl Ray Tomblin, Governor



Division of
**Justice &
Community
Services**

Department of Military Affairs & Public Safety
July 25, 2014

W. Richard Staton, Director

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

RE: Grant Number: 15-CC-10
Amount: \$133,955.00

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 originals 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. EEOP 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 5) 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 one 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 25301-2900
Phone: (304) 558-8814
Fax: (304) 558-0391



Office of
RESEARCH &
STRATEGIC PLANNING

MARION COUNTY COMMISSION
AUGUST 6, 2014

The Honorable Butch Tennant
July 25, 2014
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1. Community Service Officer/Supervisor
2. Sex Offender Supervision (or related position)
3. Home Confinement Officer/Supervisor
4. Lab Technician (or related position)
5. Drug Screeners
6. Security Officers

Additionally, be advised that building renovations and improvements are not a priority of funding for the Community Corrections Subcommittee. Therefore, please consider this condition when making revisions to your budget.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated grant Project Director in the near future. In the interim, if you have any questions concerning the contract or other enclosures, please contact me at (304)558-8814, extension 53334 or Nicholas.W.Leftwich@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely,



Nicholas W. Leftwich
Senior Justice Programs Specialist

NWL/pdk

cc: Ted Offutt
Grant File

Enclosures

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.

MARION COUNTY COMMISSION
AUGUST 6, 2014

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 5th 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

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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

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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

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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 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: Burley Butcher Tennant
Burley "Butch" Tennant

Its: President

Date: AUGUST 6, 2014

ATTEST: Janice Cosco
Janice Cosco,
Clerk of the County Commission of Marion County, West Virginia

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Raymond Johnson
RAYMOND JOHNSON

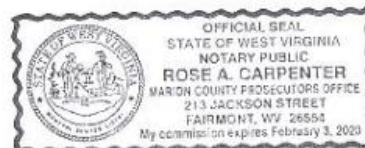
STATE OF WEST VIRGINIA:
COUNTY OF MARION, TO WIT:

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

Rose A. Carpenter
Notary Public

My Commission Expires:

Feb. 3, 2020



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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

BURLEY "BUTCH" TENNANT, JR.
President
RANDY J. ELLIOTT
Commissioner
ERNIE J. VANGILDER
Commissioner



Address Correspondence to:
200 JACKSON STREET • ROOM 403
FAIRMONT, WEST VIRGINIA 26554
(304) 367-5400
FAX (304) 367-5431

David Bland was hired on March 1, 2001 and retired on July 25, 2014. During his 13 years and 4 months of service with the County, Dave worked on several projects. Some of his most notable works are:

- The Restoration of the 2nd floor of the Jacobs building, including refinishing of the doors and all the trim work;
- Renovation of the Bauer Building after it was purchased by the County
- Refinished the hardwood floors on the 3rd floor of the courthouse
- Refinished oak doors and trim throughout the courthouse and the main entry doors on the 2nd floor of the courthouse
- Made new windows (from scratch) in the dome of the courthouse

Dave is considered a master of woodworking by many of his co-workers and friends.

We just want to say, Thanks Dave, for all your years of service with the County.

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.

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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.



July 29, 2014
Via Email
Return Read Receipt Requested

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services or stations in the near future:

Azteca America, Azteca America HD, NHL Network, NHL Network HD, NHL Center Ice, Once Mexico, You Too TV, You Too TV HD, Zap2It, CCTV News, FearNet, Gol TV, Gol TV HD, Jewelry TV, Outdoor Channel, Outdoor Channel HD, YES Network, YES Network HD, RFD

STARZ® will offer a Free Preview AUGUST 8-10, 2014. It is available to all Digital subscribers and may contain PG, PG-13, TV-14, TVMA and R rated programs. To find out how to block this Preview, and for more parental control information, visit twe.com or call 800-892-2253.

Programming is subject to change. Not all services available in all areas. Restrictions may apply.

For up-to-date listings of our packages and channels, visit our website at www.timewarnercable.com.

If you have any questions, please contact me directly at 517-586-5908 or via email to pamc.mcdonald@twcable.com.

Sincerely,

A handwritten signature in blue ink that reads "Pamela McDonald".

Pamela McDonald
Vice President, Government Relations
Time Warner Cable

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.

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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