COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston WV 26452
Phone:(304)269-8200

FAX: (304)269-2416
Email:lewiscountycommission@lewiscountywv.org
Website: lewiscountywv.org

COMMISSIONERS:
Agnes Queen, President
Bobby Stewart, Commissioner
Chad Westfall, Commissioner

LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, SEPTEMBER 1, 2026

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. **10:00 AM** **Call Meeting to Order** *(action required)*
2. **10:00 AM** **John Breen, Lewis County Assessor**
   RE: Exonerations, Consolidations, Apportionments
   Draft copies will be available for review two business days prior to the meeting date. *(action required)*

APPOINTMENTS

No Appointments

CORRESPONDENCE

3. **Upshur County Commission Meeting Agenda:** The August 27, 2026 Upshur County Commission meeting agenda is presented for review. *(information only)*
4. **Addendum Emergency Debris Hauling Service Agreement:** Doss Enterprise LC, Addendum to original agreement. Flood Recovery (*information only)*
5. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Flood update, EDA, Lewis County Community Partners, etc. (*information only)*

BUSINESS

6. **Prosecuting Attorney's Office Resignation:** Faith Messenger submits a letter of resignation. (*action required)*
7. **Prosecuting Attorney Request to Advertise:** Christina Flanigan requests to advertise for a vacancy in the Prosecuting Attorney's Office. (*action required)*
8. **West Virginia Office of Emergency Medical Services:** The WV HB 5168 Survey is submitted to the Commission for review and approval. (*action required)*
9. **General County State Budget Revision:** County Clerk, Becky Carder, presents a revised General County State Budget Revision 1, as required by the State Auditor's Office, to include an item inadvertently left off of the State Budget Revision 1 approved on July 28th, 2026. (*action required*)

10. **Lewis County Administrator:** Tina Helmick presents the Fiscal Year 2025 Justice Assistance Grant (JAG) Program Letter of Intent for Lewis County Schools Prevention Resource Officer (PRO). (*action required*)
11. **Time Sheets, Leave Requests and Annual Leave Transfers:** Tina Helmick (*action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

12. **Actions of the Clerk:** County Clerk Becky Carder presents actions of the clerk in recess of the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
13. **Approval of Estates:** County Clerk Becky Carder presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
14. **Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
15. **Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

ADJOURNMENT:

16. **With no further action being required by the Lewis County Commission the meeting will be adjourned.** (*action required)*

LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

Additional Notices

No Commission meeting will be held September 8, 2026 or September 15, 2026.

Upshur County Commission
Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535.

Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.

Date of Meeting: August 27, 2026

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
- August 6, 2026 - Amended
- August 13, 2026

10:00 a.m. Consider approving the Fiduciary Commissioner's Order denying the claim submitted by DCM Services obo First National Bank of Omaha BP Rewards in the Estate of Ruth L. Smith * Pages 4-5

10:30 a.m. Consider approving the Fiduciary Commissioner's Order denying the claim submitted by Capital One, N.A. Platinum in the Estate of Ruth L. Smith * Pages 6-7

Items for Discussion / Action / Approval:

1. Consider executing contract with Next Generation Advanced for Call Handling Solution to support the delivery and display of i3 compliant emergency calls to their present and future Public Safety Answering Points. The total 5-year cost would be $239,350.20 annually costing $47,870.04. Upon approval E911 funds would be utilized for this purchase. * *Under Separate Cover*

2. Approval and signature of the esri renewal quote in the amount of $5,145 for term period 10/01/2026 – 09/30/2027. These licenses support the Addressing and Mapping server and data. This item was tabled at the August 13, 2026 Commission meeting. * Pages 8--11

3. Consider auctioning the 2016 Ford Explorer currently housed by the LUACF. Upon approval, the vehicle will be auctioned through Partner Auctions, under the Auction Consignment Contract executed on March 13, 2026. * Page 12

4. Establish date and time for Trick or Treat outside of corporate limits. *

5. Correspondence from Angie Pase, Development Director, Run For It Event Coordinator, Tucker Community Foundation, requesting funding of $2,000 for their Run For It program. * Page 13

6. Request from Teter CEOS to use the Courthouse steps on September 11, 2026 from 8:00 a.m. to 1:30 p.m. for the purpose of WV CEOS Week Membership Drive. A Certificate of Liability Insurance has been provided. * Pages 14-15

7. Correspondence from Brandon Tenney, Executive Director, Upshur County Economic Development, requesting appointment of John Forester to the Upshur County Development Authority board to replace current board member Matthew Scott. * Page 16

8. Approval and signature of 64CSR116 County Questionnaire pertaining to House Bill 5168. * Pages 17-19

9. Consider resignation of employee. *
   Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*

10. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Press Release on August 14, 2026 announcing Governor Patrick Morrissey extended the State of Emergency following the July 21, 2026 flood until September 19, 2026 in 12 counties, including Upshur County. Pages 20-21

2. Press release on August 18, 2026 announcing Governor Patrick Morrissey declared a State of Emergency covering all 55 West Virginia counties following storms from August 16, 2026 through August 18, 2026. This State of Emergency will remain in effect for 30 days unless terminated earlier. Pages 22-23

3. Correspondence from Shelly L. Murray, Executive Director Courthouse Facilities Improvement Authority, announcing the approval of the request by the Upshur County Commission for a scope change for 23rd cycle CFIA Grant Project: 23cycUpshu2026. Authorize signature of a Standard Form of Agreement Between the Upshur County Commission and Danhill Construction Company for phase #1 of the elevator modernization project in the amount of $105,708. The bid opening and potential award of the project was previously tabled on May 7, 2026. * Pages 24-33

4. Correspondence from Larry Pack, State Treasurer, listing the Regional Jail Tax Distribution - July 2026. Pages 34-35

5. Correspondence from Jennifer Agee announcing the WVcorp Annual Meeting on Friday, September 18, 2026, at 10:30 a.m. at the Bridgeport Conference Center. Page 36

6. Notice of Filing of a Motion for Sale of Property in the Circuit Court of Upshur County: *Upshur County Commission v. Carolyn Sue Sipe.* This matter will be set down for hearing on the 1st day of September, 2026 at 2 p.m. Pages 37-39

7. Correspondence from the WV Southern Baptist Disaster Relief providing an update on the assistance provided during their 15-day deployment to Buckhannon and Upshur County in response to the July 21, 2026 flooding. Pages 40-41

8. Upshur County Sheriff's Financial Statement for period ending July 31, 2026. Pages 42-43

9. Upshur County E911 Communication Reports – July, 2026
   - Monthly Department Summary Report
   - Monthly Wrecker Report
   - YTD Wrecker Report

   Under Separate Cover

10. Public Notices:

    a) Newsletters and/or Even Notifications:
       - Business Connections Networking Event — September 1, 2026 — Page 44
       - Trunk-or-Treat — October 26, 2026 — Page 45

- Trick-or-Treat (City Limits) — October 31, 2026 — Page 46

b) Agendas and/or Notice of Meetings:
- Upshur County Parks and Recreation — August 18, 2026 — Page 47
- Lewis/Upshur LEPC — August 19, 2026 — Page 48
- Council of the City of Buckhannon — August 20, 2026 — Page 49

c) Meeting Minutes:
- Upshur County Farmland Protection — April 21, 2026 — Pages 50-51
- Lewis/Upshur LEPC — May 20, 2026 — Pages 52-53
- Tennerton Public Service District — July 8, 2026 — Page 54
- Upshur County Safe Structures and Sites — July 8, 2026 — Pages 55-57
- Upshur County Solid Waste Authority — July 13, 2026 — Pages 58-59
- Upshur County Fire Board — July 27, 2026 — Page 60
- Upshur/ Lewis Community Corrections — August 10, 2026 — Pages 61-62

***Dates and times of monthly board meetings are viewable at:**
www.upshurcounty.org -- Upcoming events are listed on the main page.

11. Appointments Needed or Upcoming:

- Mountaineer Trail Network:
  - immediate vacancy through June 30, 2028 to fill an unexpired term as landowner.
- Upshur County Parks and Recreation Board: vacancy beginning July 1, 2026 for a 2-year term.
- Upshur-Buckhannon Board of Health: vacancy beginning July 1, 2026 through June 30, 2030 (Magisterial District 3)
- Upshur County Safe Sites and Structures: immediate vacancy through June 30, 2028 (GeneralPublic/Community)

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or tperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda_and_minutes/index.php

Tabled Items
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

Next Regular Meeting of the Upshur County Commission
September 3, 2026 --- 9:00 a.m.
Upshur County Courthouse Annex

ADDENDUM

EMERGENCY DEBRIS HAULING SERVICE AGREEMENT

Lewis County Commission (Owner) and Doss Enterprises LLC

This Addendum is made and entered into as of this 24th day of August, 2026, and amends the Emergency Debris Hauling Service Agreement dated July 27, 2026, by and between the Lewis County Commission (LCC), a political subdivision of the State of West Virginia (hereinafter referred to as the 'Owner'), and Doss Enterprises LLC (hereinafter referred to as the 'Contractor'), together with Addendum #1 - Cost Summary (hereinafter collectively referred to as the 'Agreement').

RECITALS

WHEREAS, the Agreement includes Addendum #1 – Cost Summary, Item 7 – 'Load and Haul Out C&D; from temporary site to final destination. Tipping fees not included. (tipping fees either passed through no markup or billed directly to the County)'; and

WHEREAS, Item 7 currently contains a handwritten notation of '$500.00 per load' which does not reflect the parties' intended pricing; and

WHEREAS, the parties desire to correct the unit price for Item 7 to reflect the agreed rate of $28.00 per cubic yard (CY);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Correction of Price – Item 7

Item 7 of Addendum #1 – Cost Summary is hereby deleted in its entirety and replaced with the following:

7	Load and Haul Out C&D; from temporary site to final destination. Tipping fees not included. (tipping fees either passed through no markup or billed directly to the County)	CY	**$28.00 per CY**

The prior notation of '$500.00 per load' is hereby void and of no further force or effect. The correct, binding unit price for Item 7 shall be Twenty-Eight Dollars and Zero Cents ($28.00) per Cubic Yard (CY).

2. No Other Changes

Except as expressly modified by this Addendum No. 2, all other terms, conditions, unit prices, and provisions of the Agreement and Addendum #1 remain in full force and effect, including without limitation the Maximum Contract Ceiling (Do Not Exceed) of $150,000.00 and all federal compliance clauses.

3. Conflict

In the event of a conflict between this Addendum No. 2 and the Agreement or Addendum #1, this Addendum No. 2 shall control with respect to the pricing of Item 7.

4. Counterparts; Effective Date

This Addendum may be executed in counterparts, each of which shall be deemed an original. This Addendum shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 2 to be executed by their duly authorized representatives the day and year first written above.

OWNER: LEWIS COUNTY COMMISSION

By: Agnes Queen
Name/Title: Agnes Queen / President
Date: 8/24/26

CONTRACTOR: Doss Enterprises LLC

By: Nathan Cates /
Name/Title: Trucking Manager
Date: 8/24/2026

August 20, 2026

Christina C. Flanigan
Lewis County Prosecuting Attorney

Dear Christy,

Please accept this letter as formal notice of my resignation from my position in the Lewis County Prosecuting Attorney's Office. My last day will be Friday, September 4, 2026.

I am grateful for the opportunity and experiences that I have gained over the past three years in this position.

Thank you,

T. Faith Messenger



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COMMISSIONERS:
AGNES QUEEN
President
BOBBY STEWART
Commissioner
CHAD WESTFALL
Commissioner

Re: FISCAL YEAR 2025 JUSTICE ASSISTANCE GRANT PROGRAM

JUSTICE ASSISTANCE GRANT LETTER OF INTENT:

This notice is sent to notify you that Lewis County Commission intends to submit application for JAG funding.

PROJECT TITLE: Lewis County Schools Prevention Resource Officer

APPLICANT AGENCY: Lewis County Commission

AGENCY(S) PROJECT BENEFITS: Lewis County Schools; Lewis County Commission; Lewis County Board of Education; Citizens of Lewis County; Lewis County Sheriff's Department; WV State Police; Weston Police Department; Mountain Lakes Drug and Violent Crimes Task Force; WV Department of Health and Human Resources.

PRIMARY POINT OF CONTACT: Tina Helmick, County Administrator

CONTACT PHONE NUMBER: 304-269-8200 (W)

CONTACT EMAIL: thelmick@lewiscountywv.org

ESTIMATED TOTAL COST OF PROJECT: $75,000

CERTIFICATIONS

- If funded, the Lewis County Commission will implement the project as described in the grant award.
- The Lewis County Commission will comply with all federal and state guidelines and will adhere to the conditions and assurance of the grant award.
- The Lewis County Commission has authorized this application.
- This project assist in funding a Prevention Resource Officer at Lewis County High School.

Agnes Queen, President
Lewis County Commission

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COMMISSIONERS:
AGNES QUEEN
President
BOBBY STEWART
Commissioner
CHAD WESTFALL
Commissioner

AGREEMENT

This agreement, made and entered into this _____ of _____ 2026 by and between the Lewis County Commission (hereinafter referred to as "GRANTEE" and the Lewis County Board of Education, West Virginia, (hereinafter referred to as "BOARD").

WITNESSED

WHEREAS, the BOARD has established a Prevention Resource Office Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for GRANTEE to have a police officer serve as Prevention Resource Officer in the school system in both Lewis County High School and Robert L. Bland Middle School; and

WHEREAS, the GRANTEE and the BOARD understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION I: DUTIES AND RESPONSIBLITIES OF GRANTEE

1.1 The GRANTEE shall provide one police officer, assigned as a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system (Lewis County High School) operated by the BOARD

1.2 The GRANTEE shall provide one police officer, assigned as a Prevention Resource Officer, (hereinafter referred to as "PRO") to the middle school system (Robert L. Bland Middle School) operated by the BOARD

1.3 PRO shall abide by the County School Board Policies and laws, as they relate to School Prevention Resource Officer, the PRO shall consult and coordinate instructional activities through the Principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

5.1 Should any part of this Agreement be declared invalid by a court of law; such decision shall not affect the validity of any remaining portion which shall remain if full force and effect as if the invalid portion was never a part of the Agreement nor materially affect any other rights or obligations of the parties hereunder. The parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.1 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent act of the Board's employees or agents in direction the PRO in the performance of the instruction programs. The GRANTEE agrees to indemnify and save harmless the BOARD of any liability whatsoever arising to employment as defined by City or County Ordinances or the West Virginia State Law. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges and immunities.

SECTION 7. ASSIGNMENT

7.1 Neither party to the Agreement shall, directly or indirectly, assign or purport to the assign this AGREEMENT or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.1 The failure of either part to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either part any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.1 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.1 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and insure to the benefit of the successors of the GRANTEE and BOARD.

SECTION 11. NOTICES

11.1 All notices or other communications required or permitted by the Agreement shall be in writing and deemed effectively delivered upon mailing of certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein.

Lewis County Commission

Lewis County Board of Education