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, NOVEMBER 10, 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

3. **11:00 AM** **Public Hearing to Adopt the Lewis County Comprehensive Plan:** Review of comments received on comprehensive plan; Adopt, reject, or amend comprehensive plan; or defer action. (*action required)*

CORRESPONDENCE

4. **Upshur County Commission Meeting Agenda:** The November 5, 2026 Upshur County Commission meeting agenda is presented for review. *(information only)*
5. **WV State Auditor Distribution of Public Utilities Tax and IRP Taxes:** The Auditor's Office has remitted the September 01, 2026 to September 30, 2026 distribution of Public Utilities and IRP Truck Taxes in the amount of $490,290.03. The general county portion is $141,940.51. The general county portion for the last reporting period was $938,690.01. The general county portion for this time period last year was $5,889.68. (*information only)*
6. **Lewis-Gilmer E-911 Monthly Report:** The October 2026 Lewis-Gilmer E-911 Report is presented for review. (*information only)*
7. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Health Department Work Session, NATO, Long Term Flood Recovery, Christmas Mules, WV Courthouse Improvement Authority, Jane Lew Fire Department Cash Bash, Trick or Treat, General Election, Lewis County Partners in Prevention, Solid Waste Authority, Christ In Action, Lewis County Chamber of Commerce Gala at Stonewall Resort, etc. (*information only)*

BUSINESS

8. **Lewis County Administrator:** Tina Helmick presents the Lewis County Commission with a Memorandum of Agreement for Administrative and Project Services with Region VII Planning and Development Council in regards to the Major Disaster Declaration DR-4932-WV for consideration. (*action required*)
9. **Bid Opening for Flood Demolition Services:** The Commission will open and consider bids for the Flood Demolition Services. (*action required)*
10. **Bid Opening for Disaster Debris Removal, Hauling and Disposal services:** The Commission will open and consider bids for the removal, hauling and disposal of disaster debris. (*action required)*
11. **Lewis County Administrator:** Tina Helmick requests approval to advertise for bids for a Sports Dome to be located at Lewis County Park. (*action required)*
12. **Lewis County Administrator:** Tina Helmick requests approval to advertise for bids to purchase a truck for the Lewis-Gilmer Emergency 911 Center. (*action required)*
13. **Lewis County Planning Commission:** The Lewis County Planning Commission presents the following person for consideration of reappointment: Robert Weaver. This is a 3-year term. (*action required)*
14. **Lewis County Circuit Clerk's Office:** Beth Burkhart requests approval to hire Alicia Poloka as Deputy Circuit Clerk with a salary of $30,000 to begin on November 12, 2026. (*action required)*
15. **Lewis County Sheriff:** Mickey Metz requests approval to hire Lester Bleigh for the vacant position of Process Server at his current salary of $39,102.20, beginning November 11, 2026. (*action required)*
16. **Lewis County Administrator:** Tina Helmick requests approval to advertise for bids for a parking lot renovation near 110 Center Avenue using reclaimed materials. (*action required)*
17. **Lewis-Gilmer E-911:** Keith Talbert requests to advertise for two full-time Telecommunicator Trainee's. (*action required)*
18. **Safe Sites and Structures:** The Commission will consider releasing the lien on the property located at 96 Broad Run Road Jane Lew, West Virginia as remediation costs for the building demolition have been paid. (*action required)*
19. **Consideration of Meeting Cancellation:** The Commission will consider the cancellation of the November 24, 2026 meeting. (*action required*)
20. **Time Sheets, Leave Requests and Annual Leave Transfers:** Tina Helmick, Amber Kelly (*action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

21. **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)*
22. **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)*
23. **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)*

24. **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:

25. **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

November 10, 2026, 8:30 AM: Work Session-American Water

November 10, 2026, 11:20 AM: Work Session-FEMA

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:	November 5, 2026
9:00 a.m.	Moment of Silent Meditation --- Pledge of Allegiance Approval of Minutes: • October 22, 2026
9:05 a.m.	Amanda Hayes, representing the Upshur County Tobacco Prevention Coalition – Presentation of Great American Smokeout Proclamation. * Lori Ulderich Harvey, Upshur County Family Resource Network Director -- Presentation of National Adoption Month Proclamation. *
9:30 a.m.	Open, review, and read aloud proposal submissions for Veterinarian Services at the Lewis-Upshur Animal Control Facility commencing January 2027. *
10:00a.m.	Annette Fetty-Santilli, Community Advocate for West Virginia Pancreatic Cancer Action Network - Presentation of Pancreatic Cancer Awareness Month and declaration of November 1, 2026 as "Sam's Pizza Day for PanCAN". *

Items for Discussion / Action / Approval:

1. Review and authorize signature of the below documents pertaining to the Upshur County Courthouse HVAC Condenser Replacement Project:
    a. Change Order Number 2 crediting $11,061 of the remaining contingency allowance back to the owner. *
    b. Certificate of Substantial Completion dated July 17, 2026. *

2. Authorize the Commission President to sign an Agreement for Administrative Services with Region VII Planning and Development Council for technical assistance pertaining to WVDEP Dilapidated and Abandoned Properties Program. Total compensation for the administrative services will not exceed $17,500 and are contingent on receiving grant funding. *

3. Approve and authorize the Commission to sign a letter recognizing Upshur County Emergency Medical Services (EMS) as an emergency medical service provider in Upshur County. *

4. Memorandum from Donna J. Bishoff, Administrative and Project Coordinator, announcing the resignation of Barbara Hawkins from the Upshur-Buckhannon Board of Health, effective immediately. *

5. Consider the reappointment of James Crouse to the James W. Curry Advisory Board. Upon approval, his 5-year term will end December 31, 2031. *

6. Consider a request from Eric Poling, Facilities Director, to modify the employment status of Daryl Boyles. Upon approval, Mr. Boyles work schedule will increase from 29.5 hours to 40 hours per week, effective November 15, 2026. *

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

7. Consider a request from Cheyenne Troxell, Community Corrections Program Director, to hire Michael Childers as full-time case manager. Upon approval, his employment will be effective November 15, 2026. *
   Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*

8. Review and authorize publication of an advertisement for a part-time library technician/assistant at the James W. Curry Library. Applications will be accepted until position is filled. *

9. Consider Family Medical Leave Act request from an employee. *
   Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*

10. Consider approving an Application for Donated Leave Request. *
    Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*

11. Consider approving Community Emergency Response Team (CERT) volunteers, as follows:
    a. Jason Claypoole * *Under Separate Cover*
    b. Roxanna Wilson *
    c. Kayla Blankenship *

12. Approval of a Lewis Upshur Animal Control Facility Volunteer, Shelly Gause. * *Under Separate Cover*

13. 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. FY2027 DLAP Grant Funding Opportunity Application Submission as previously authorized on September 10, 2026. The total requested grant budget is $277,500 and identifies 20 potential properties. *

2. Cybersecurity Equipment Procurement Project Addendum No. 1. This addendum provides supplemental minimal technical specifications with responses due November 6, 2026.

3. DR-4932-WV Metrics for Upshur County as of October 20, 2026.

4. WVDEP – Cessation of Activity at Temporary Debris Management Site dated October 20, 2026.

5. Correspondence from Celeste Plowden regarding the Valley North Project.

6. Review Substantial Damage Determination, Identified Special Flood Hazard Area for Parcel 49-02-004H-0039-0003 and appeal filed by the property owners on October 30, 2026. Discuss scheduling a hearing date, time and location, per the Upshur County Floodplain Ordinance Article VIII Section 8.1.* *Under Separate Cover*

7. Review Substantial Damage Determination, Identified Special Flood Hazard Area for Parcel 49-02-004H-0039-0005 and appeal filed by the property owners on October 30, 2026. Discuss scheduling a hearing date, time and location, per the Upshur County Floodplain Ordinance Article VIII Section 8.1.* *Under Separate Cover*

8. Upshur County Sheriff's Financial Statement for period ending September 30, 2026.

9. Lewis-Upshur Animal Control Facility Reports for the month of October, 2026. During this period, 200 animals were received by the facility.
    - Revenue Report
    - Account of Animals Report
    - Animal Control/Humane Officer Animal Report

10. Upshur County Mileage Reports – September, 2026.
    - Addressing & Mapping
    - Dog Pound
    - Emergency Management
    - Maintenance
    - Parks & Recreation
    - Sheriff
    - Upshur 911

11. Public Notices:
    a) Newsletters and/or Event Notifications:

    b) Agendas and/or Notice of Meetings:
        - Elkins Road Public Service District — November 4, 2026
        - Council of the City of Buckhannon — November 5, 2026

    c) Meeting Minutes:
        - Upshur County Youth Camp Board — September 17, 2026
        - Upshur County Fire Board — September 23, 2026

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

12. Appointments Needed or Upcoming:

    - Mountaineer Trail Network:
        - immediate vacancy through June 30, 2028 to fill an unexpired term as landowner.
    - James W. Curry Advisory Board (1/1/2027 – 12/31/2031)

****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)

September 24, 2026 - Review and approval of Perimeter Software Service Agreement effective August 26, 2026 at the cost of $9,000 for a year.

September 24, 2026 - Consider appointing the initial Board members to the John C Allen Hub Foundation, Inc. which shall consist of no fewer than five nor more than fifteen persons.

Next Regular Meeting of the Upshur County Commission
November 12, 2026 --- 9:00 a.m.
Upshur County Courthouse Annex
The Commission Meeting scheduled for November 26th has been CANCELLED
Election canvassing will take place in the County Clerk hallway, Monday, November 9th beginning at 9:00 a.m.

State of West Virginia

Office of the State Auditor
County Collections Division
State Capitol, Building 1, Suite W-118
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Mark A. Hunt
State Auditor and
Commissioner of Delinquent and Nonentered Lands

Toll Free: (888) 509-6568
www.wvsao.gov

October 16, 2026

Honorable David B. Gosa
Sheriff & Treasurer
Lewis County
110 Center Ave
Weston, WV 26452

County 141.940.51
County Excess 0.79
School 192,572.76
School Excess 133,986.44

Dear Sheriff & Treasurer:

You will be receiving a check in the amount of $490,290.03 in the next few days from the State Auditor's Office representing the Public Utilities Tax and IRP Trucks Ad Valorem Fees collected by this office for the period of 09/01/2026 to 09/30/2026.

Please keep the following breakdown for your records:

	Public Utilities Tax	IRP Trucks Fee	Total
2014 County Current Expense	6.88	0.00	6.88
2014 County Excess Levy	0.79	0.00	0.79
2014 School Current	9.34	0.00	9.34
2014 School Excess Levy	4.97	0.00	4.97
2024 County Current Expense	77.11	0.00	77.11
2024 School Current	114.72	0.00	114.72
2024 School Excess Levy	61.03	0.00	61.03
2025 County Current Expense	7,548.71	0.00	7,548.71
2025 School Current	10,240.91	0.00	10,240.91
2025 School Excess Levy	7,126.41	0.00	7,126.41
2026 County Current Expense	134,307.81	6,601.49	140,909.30
2026 School Current	182,207.79	8,955.87	191,163.66
2026 School Excess Levy	126,794.03	6,232.17	133,026.20
Totals	**$468,500.50**	**21,789.53**	**$490,290.03**

Any bond money collected is being forwarded to the Municipal Bond Commission for credit.

10/30/26
92121

State of West Virginia

Mark A. Hunt
State Auditor and Commissioner of Delinquent and Nonentered Lands

Office of the State Auditor
County Collections Division
State Capitol, Building 1, Suite W-118
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (888) 509-6568
www.wvsao.gov

If this office can be of future assistance, please contact Lora S. Lane at (888) 509-6568. Extension 8511.

Sincerely,

Mark A. Hunt
State Auditor

MAH/pu

LEWIS-GILMER E-911 YEARLY TOTALS

CAD #	DATE 2026	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
	LEWIS COUNTY													
15	LEWIS SHERIFF	355	373	523	477	423	543	578	440	464	503			4679
10	WESTON PD	148	162	174	225	223	319	304	262	338	404			2559
250	WVSP WESTON	158	182	274	231	210	217	270	212	339	218			2311
230	LEWIS NRP	13	15	17	30	31	20	36	23	13	32			230
208	LEWIS EMS	196	208	270	216	210	219	284	245	245	243			2336
201	WESTON FD	127	157	154	140	129	127	194	126	151	142			1447
202	JANE LEW FD	38	40	52	39	46	52	56	46	38	40			447
203	PRICETOWN FD	23	25	24	22	32	29	20	13	24	15			227
204	WALKERSVILLE FD	11	29	14	20	21	14	20	10	22	14			175
205	JACKSON MILL FD	16	21	16	17	24	19	31	16	15	19			194
206	MIDWAY FD	5	5	5	2	14	4	7	3	4	3			52
	ANIMAL CONTROL	18	22	31	23	20	37	28	30	27	28			264
	DOGS PICKED UP													0
	OTHERS PICKED UP													0
													Total	14921

	GILMER COUNTY													
104	GILMER SHERIFF	34	63	85	96	96	63	80	56	70	53			696
102	GLENVILLE PD	74	99	71	109	54	76	93	89	127	102			894
103	GSU PD	4	5	7	8	1	3	7	3	3	7			48
150	WVSP GLENVILE	40	42	50	39	41	27	39	32	34	52			396
130	GILMER NRP	9	10	7	9	0	1	0	3	2	6			47
175	GILMER EMS	98	80	78	73	88	83	110	88	93	85			876
101	GLENVILLE FD	36	23	35	20	41	22	37	35	36	30			315
105	NORMANTOWN FD	8	3	11	5	1	2	9	10	12	7			68
106	SAND FORK FD	23	11	28	13	16	16	26	19	23	14			189
107	CEDARVILLE FD	1	1	2	1	6	1	2	3	3	2			22
108	TROY FD	9	7	13	3	11	6	10	5	12	8			84
	ANIMAL CONTROL	0	0	0	0	0	0	2	0	1	0			3
													Total	3638

Total by Month	1444	1583	1941	1818	1738	1900	2243	1769	2096	2027	0	0	

DATE 2025 **********	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
ZACH'S COUNTY	8	5	3	3	3	5	4	6	6	8			51
ZACH'S OWNER	2	7	5	2	2	3	8	3	6	4			42
ZACH'S SERVICE	4	4	2	4	4	2	2	2	3	1			28
ZACH'S TOTAL	14	16	10	9	9	10	14	11	15	13			121
A & S COUNTY	7	6	3	3	4	4	5	6	6	7			51
A & S OWNER	1	1	2	2	2	1	8	6	4	3			30
A & S SERVICE	4	3	2	4	4	2	8	2	3	2			34
A & S LARGE	1	1	2	2	2	1	2	1	2	1			15
A & S TOTAL	13	11	9	11	12	8	23	15	15	13			130
HITT'S COUNTY	8	5	4	2	4	4	4	6	6	8			51
HITT'S OWNER	0	2	0	4	4	1	1	0	0	2			14
HITT'S SERVICE	4	4	2	3	5	2	8	2	3	1			34
HITT'S TOTAL	12	11	6	9	13	7	13	8	9	11			99
LIPP'S COUNTY	8	5	3	3	4	4	5	6	6	8			52
LIPP'S OWNER	2	1	1	0	4	4	2	1	2	4			21
LIPP'S SERVICE	4	3	1	4	4	2	8	3	2	2			33
LIPP'S LARGE	2	1	1	3	1	2	1	2	1	0			14
LIPP'S TOTAL	16	10	6	10	13	12	16	12	11	14			120
TOLANDS COUNTY	8	5	4	2	4	4	5	6	6	8			52
TOLANDS OWNER	0	0	1	1	1	0	1	0	0	1			5
TOLANDS SERVICE	4	4	2	3	4	3	8	2	2	2			34
TOLANDS TOTAL	12	9	7	6	9	7	14	8	8	11			91
VALLEYCHAPEL COUNTY	8	5	3	3	4	4	5	VR	VR	VR			32
VALLEY CHAPEL OWNER	2	0	0	0	1	4	1	VR	VR	VR			8
VALLEY CHAPEL SERVICE	4	3	1	4	4	3	7	VR	VR	VR			26
VALLEY CHAPEL LARGE	1	2	1	2	2	2	0	VR	VR	VR			10
VALLEY CHAPEL TOTAL	15	10	5	9	11	13	13	VR	VR	VR			76
LOVETT'S COUNTY	7	5	3	3	3	4	5	6	7	8			51
LOVETT'S OWNER	0	2	0	0	0	0	0	1	0	0			3
LOVETT'S SERIVCE	4	4	2	4	4	2	8	2	3	1			34
LOVETT'S TOTAL	11	11	5	7	7	6	13	9	10	9			88
GILMER COUNTY													
GLEN- AUTO COUNTY	0	0	0	0	0	0	0	0	0	0			0
GLEN- AUTO OWNERS	0	0	0	0	0	0	0	0	0	0			0
GLEN- AUTO SERVICE	0	0	0	0	0	0	0	0	0	0			0
GLEN- AUTO TOTALS	0	0	0	0	0	0	0	0	0	0			0
A and S COUNTY	4	2	6	4	8	3	6	11	10	7			61
A and S OWNERS	1	1	0	1	1	1	0	2	0	1			8
A and S SERVICE	4	2	2	5	1	2	8	2	4	2			32
A and S LARGE	0	1	0	1	0	1	0	0	1	0			4
A and S TOTAL	9	6	8	11	10	7	14	15	15	10			105

MEMORANDUM OF AGREEMENT

BETWEEN THE LEWIS COUNTY COMMISSION AND THE REGION VII PLANNING AND DEVELOPMENT COUNCIL

FOR GRANT ADMINISTRATION AND PROJECT SUPPORT SERVICES

DR-4932-WV Disaster Recovery Projects

This Memorandum of Agreement ("Agreement") is entered into by the **Lewis County Commission** ("County") and the **Region VII Planning and Development Council**, a regional planning and development council established under W. Va. Code § 8-25-1 *et seq.* ("Council"). The County and the Council are each a "Party" and together the "Parties."

RECITALS

WHEREAS, from July 21 through July 22, 2026, severe storms, straight-line winds, tornadoes, flooding, landslides, and mudslides (the "Incident") caused damage throughout Lewis County, and the President declared a major disaster for the State of West Virginia, designated DR-4932-WV, that includes Lewis County;

WHEREAS, the County has incurred and will incur costs to respond to and recover from the Incident, including debris removal, overtime and other costs of law enforcement and other first responders, and the repair of damaged public facilities, and the County is legally responsible for that work and for paying its costs;

WHEREAS, the County intends to seek federal and state disaster assistance for eligible costs through the State of West Virginia, which administers that assistance, and the County must document eligibility, follow the requirements that come with that assistance, and account for every dollar it receives;

WHEREAS, W. Va. Code § 8-25-8 authorizes a regional council to provide planning and technical assistance, upon request, to the counties within its region, to accept funds from those counties, and to act by intergovernmental contract with them, and Lewis County is within the Council's region;

WHEREAS, the County requested the Council's assistance on September 29, 2026, and the Council has provided grant administration and technical assistance to its member governments in the past;

WHEREAS, the Parties intend this Agreement to state each Party's role, to keep every decision and every legal responsibility for the County's recovery projects with the County, and to set a payment basis that does not depend on whether the County receives reimbursement from any source;

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

ARTICLE 1. PURPOSE AND DEFINITIONS

1.1 Purpose. The Council will provide administrative and technical services that help the County document, manage, and close out its disaster recovery projects arising from the Incident. The County remains the party responsible for those projects.

1.2 Definitions. In this Agreement:

(a) "Disaster Assistance" means federal or state financial assistance that the County seeks or receives for costs arising from the Incident.

(b) "Funding Agency" means any federal or state agency that awards, administers, monitors, or audits Disaster Assistance, including the State of West Virginia and its designated agencies.

(c) "Covered Projects" means the County projects listed in Exhibit A, Part 1, as that list is updated under Section 3.4.

(d) "County Representative" means the County official named in Section 2.6, or a successor the County names by written notice.

(e) "Council Project Manager" means the Council employee named in Section 2.6, or a successor the Council names by written notice and the County accepts.

(f) "Task Codes" means the time and cost categories in Exhibit A, Part 2.

ARTICLE 2. RELATIONSHIP OF THE PARTIES AND DECISION AUTHORITY

2.1 County responsibility. The County is the applicant for, and the recipient of, any Disaster Assistance for the Covered Projects. The County remains legally responsible for the work, for compliance with every requirement of the Disaster Assistance, and for the accuracy of every document submitted in its name. This Agreement does not transfer or delegate any of those responsibilities to the Council.

2.2 Council role. The Council provides services to the County under the County's direction. The Council is a provider of services to the County. It does not receive a subaward of Disaster Assistance, does not determine the eligibility of any work or cost, and does not make program decisions for the County.

2.3 Decisions reserved to the County. Only the County, acting through the County Commission or an official it authorizes, may:

(a) approve project descriptions, scopes of work, cost estimates, and requests to change them;

(b) choose procurement methods, approve solicitations, select contractors, and award, amend, or terminate contracts;

(c) approve contractor invoices and authorize payments;

(d) sign and submit requests for reimbursement, certifications, reports, time extension requests, appeals, and closeout documents;

(e) state the County's position to a Funding Agency on eligibility, cost, appeals, or any other disputed matter; and

(f) designate the persons authorized to act for the County in any electronic grant system.

2.4 No authority to bind. The Council may not sign any document for the County, commit County funds, or represent the County's position to any person unless the County Representative authorizes the specific action in writing in advance. If the County gives Council staff access to an electronic grant system, that access shall be limited to preparing and uploading documents for County review, and the County shall keep the authority to certify and submit.

2.5 Independent status. Council staff who perform services under this Agreement are Council employees. The Council is solely responsible for their supervision, wages, benefits, payroll taxes, and workers' compensation coverage.

2.6 Administration. The County Representative is Agnes Queen, who shall administer this Agreement for the County. The Council Project Manager is Shane Whitehair, Executive Director, who shall administer this Agreement for the Council. This Agreement does not create a separate legal or administrative entity. The Parties will not jointly acquire, hold, or dispose of any real or personal property under this Agreement, and each Party keeps ownership of its own equipment.

ARTICLE 3. SCOPE OF SERVICES

3.1 Services. At the written direction of the County Representative (email is sufficient), the Council shall provide the following services for the Covered Projects:

(a) **Project files.** Set up and maintain a complete, separate file for each Covered Project, organized under the file index in Exhibit A, Part 3, in a location the County controls and can access at any time.

(b) **Cost documentation.** Compile and organize records of County labor, equipment, materials, contract costs, and proof of payment, and reconcile them to the County's accounting records.

(c) **Project development support.** Help County staff prepare descriptions of damage, scopes of work, cost estimates, and supporting documentation for County review and approval.

(d) **Procurement support.** Help the County prepare solicitations, independent cost estimates, cost or price analyses, written justifications, and contract provisions that follow the County's procurement policy, state law, and Article 8. The County conducts the procurement and makes every selection and award.

(e) **Invoice review.** Review contractor invoices against contract terms and field records and give the County a written recommendation to approve, question, or reject each invoice. The County decides whether to pay.

(f) **Requests and reports.** Prepare draft requests for reimbursement, progress and financial reports, time extension requests, and closeout documents for County review and signature.

(g) **Meetings.** Attend meetings with County staff and Funding Agencies when the County asks, take notes, and track action items. Council staff may explain documents they prepared but may not commit the County to any position.

(h) **Deadline and condition tracking.** Track deadlines, insurance requirements, environmental and historic preservation conditions, and other conditions of the Disaster Assistance, and notify the County Representative in writing within [five (5)] business days after learning of any missed or at-risk requirement.

(i) **Audit and review support.** Assemble records and explanations for audits, monitoring visits, reviews, and appeals.

3.2 Services not included. The Council will not provide engineering, legal, or architectural services, debris monitoring, or construction inspection, and will not receive, hold, or disburse County funds or

pay any vendor. The Parties may add services by written amendment if the Council has qualified staff to perform them.

3.3 Integrity of records. The Council shall not prepare any record that is presented as having been created at an earlier date than it was, and shall label any reconstruction, estimate, or summary as such and identify its sources.

3.4 Changes to Covered Projects. The County Representative may add or remove Covered Projects by written notice to the Council, so long as the change does not increase the not-to-exceed amount in Section 5.2. Services for any other grant program, including hazard mitigation, require a written amendment.

3.5 Standard of performance. The Council shall perform its services accurately, on time, and with the skill and care of a professional grant administrator. The Council shall correct, at no charge to the County, any work that does not meet this Agreement because of Council error.

ARTICLE 4. REPORTING AND DELIVERABLES

4.1 Monthly report. With each invoice, the Council shall give the County a written report that lists, by Covered Project, the work performed, documents prepared, status, upcoming deadlines, and any issue that needs a County decision.

4.2 Closeout file. When a Covered Project is ready for closeout, the Council shall deliver the complete project file to the County, organized under Exhibit A, Part 3, with a list of any missing records and the steps taken to find them.

4.3 Ownership of work products. All files, records, and work products prepared under this Agreement belong to the County. The Council may keep copies for its own records under Article 7.

ARTICLE 5. COMPENSATION AND PAYMENT

5.1 Basis of payment. The County shall pay the Council its actual costs of performing the services, calculated as follows:

(a) **Labor.** Hours worked multiplied by the total cost hourly rate for each employee in Exhibit B. Each rate equals the employee's hourly wage plus the fringes and indirect costs for that employee, and includes no profit, fee, or markup.

(b) **Direct expenses.** Mileage at the rate established by the Internal Revenue Service (IRS), which is currently 76 cents per mile, and other direct expenses the County Representative approves in writing in advance, at actual cost with receipts.

Exhibit B rates may change only to reflect actual changes in wages or fringe benefit costs, and only by written notice that the County Representative accepts before the new rates take effect.

5.2 Not-to-exceed amount. Total payments under this Agreement shall not exceed **$50,000,** unless the Parties amend this Agreement in writing before the Council performs services that would exceed that amount. The Council shall notify the County Representative in writing when its invoiced costs reach seventy-five percent (75%) of the not-to-exceed amount.

5.3 Prohibited compensation. The Council shall not be paid a percentage of any project cost, award amount, or reimbursement; a cost-plus-a-percentage-of-cost amount; a contingent fee; or any bonus or other amount tied to the amount of Disaster Assistance the County receives.

5.4 Time records. Each Council employee who bills time under this Agreement shall record the actual hours worked each day, by Covered Project and Task Code, with a short description of the work. Time records shall account for each employee's total working time, shall be approved by the employee's supervisor, and shall not be based on budgets or estimates.

5.5 Invoices. The Council shall submit an itemized invoice quarterly that shows, for each employee, the name, classification, dates, hours, hourly rate, Covered Project, Task Code, and description of work, together with receipts for direct expenses and copies of the supporting time records. Each invoice shall bear this statement, signed by the Council's Executive Director or designee: "I certify that this invoice is true, complete, and accurate; that the services and expenses billed were performed and incurred under the Agreement; and that no part of these costs has been charged to, or paid by, any other agreement, grant, or funding source."

5.6 Review and payment. The County shall review each invoice within fifteen (15) days after receiving it and shall notify the Council in writing of any amount it disputes and why. The County shall pay all undisputed amounts within thirty (30) days after receiving a proper invoice. The Parties shall resolve disputed amounts under Section 11.1.

5.7 Payment not contingent on reimbursement. The County's obligation to pay the Council for services properly performed and invoiced under this Agreement does not depend on whether, when, or in what amount the County receives Disaster Assistance or any other reimbursement. The Council acknowledges that a Funding Agency may decline to reimburse some or all of these costs, and the County acknowledges that it remains responsible for paying them. The amount owed to the Council does not increase or decrease with the amount of reimbursement the County receives.

5.8 Source of County funds. The County has [appropriated / identified] funds sufficient to pay the not-to-exceed amount in [FUND OR BUDGET LINE] for fiscal year [____].

5.9 No duplicate charges. The Council shall not bill the County for any time or cost that is charged to, or paid by, any other source, including member contributions to the Council's annual budget, other federal or state grants or contracts, or other agreements. Exhibit B identifies, for each employee, any other funding source that pays part of the employee's time, and the Council shall update it when that changes.

ARTICLE 6. CONFLICTS OF INTEREST

6.1 Individual conflicts. No Council employee, officer, or board member who has a real or apparent conflict of interest may take part in preparing, evaluating, selecting, awarding, or administering any County contract for a Covered Project. A conflict exists when that person, a member of the person's immediate family, the person's partner, or an organization that employs or is about to employ any of them, has a financial or other interest in, or receives a tangible personal benefit from, a firm being considered for the contract.

6.2 Organizational conflicts. The Council shall not compete for, or perform as a contractor or subcontractor on, any County contract for a Covered Project whose scope, specifications, estimate, or evaluation the Council helped prepare.

6.3 Gifts. Council employees, officers, and board members shall not solicit or accept gratuities, favors, or anything of monetary value from any contractor or potential contractor for a Covered Project.

6.4 Disclosure. The Council shall disclose to the County Representative in writing, within five (5) business days after learning of it, any actual or potential conflict of interest, and any other role the Council has (such as administering another grant to the County) that could fund the same work. The County will decide how to address the conflict and will make any disclosure a Funding Agency requires.

ARTICLE 7. RECORDS, ACCESS, AND PUBLIC RECORDS

7.1 Retention. The Council shall keep all records relating to this Agreement, including time records, payroll records, invoices, and work products, for the longest of: (a) the period required by Article 8; (b) the period required by West Virginia law; or (c) until all audits, reviews, appeals, claims, and litigation relating to the Covered Projects are resolved. The Council shall not destroy any such record without first offering it to the County in writing.

7.2 Access. The Council shall give the County, each Funding Agency, any Inspector General, the Comptroller General of the United States, and their authorized representatives access to its records relating to this Agreement, and to the employees who prepared them, for audit, examination, copying, and interviews, during the entire retention period.

7.3 Public records. Records relating to this Agreement may be public records subject to disclosure under the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-1 *et seq.* The Council shall notify the County promptly of any request it receives for those records.

7.4 Personal information. The Council shall protect personal information it receives under this Agreement, such as employee payroll data, use it only to perform this Agreement, and return or securely destroy it at the end of the retention period.

ARTICLE 8. FEDERAL GRANT REQUIREMENTS

8.1 General. The County expects to pay some or all costs under this Agreement with federal financial assistance. The Council shall comply with all federal laws, regulations, and executive orders that apply to this Agreement, with 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and with the terms and conditions of the County's award that the County provides to the Council. The federal government is not a party to this Agreement and has no obligation or liability to any Party or other person under it.

8.2 Cost principles. All charges under this Agreement shall be necessary, reasonable, allocable, and adequately documented under 2 C.F.R. Part 200, Subpart E, including 2 C.F.R. § 200.430 (compensation for personal services) and 2 C.F.R. § 200.459 (professional service costs).

8.3 Record retention and access. The retention period in Section 7.1(a) is the period required by 2 C.F.R. § 200.334, and the access rights in Section 7.2 include those in 2 C.F.R. § 200.337.

8.4 Remedies and termination. If the Council breaches this Agreement, the County may require correction, withhold payment for the affected services, terminate under Section 10.6, and use any other remedy available at law. Sections 10.5 and 10.6 provide for termination for convenience and for cause.

8.5 Debarment and suspension. The Council certifies that neither it nor any of its principals is debarred, suspended, or otherwise excluded from federal financial assistance under 2 C.F.R. Part 180 and its federal agency implementations, and that its registration in the System for Award Management (SAM.gov) shows no active exclusion. The Council shall notify the County immediately if that changes and shall include this requirement in any lower-tier contract.

8.6 Lobbying. If this Agreement exceeds $100,000, the Council shall sign the certification in Exhibit C under 31 U.S.C. § 1352, shall disclose any lobbying with non-federal funds that the statute requires, and shall include this requirement in any lower-tier contract over $100,000.

8.7 Telecommunications. The Council shall not use, provide, or charge for covered telecommunications equipment or services prohibited by 2 C.F.R. § 200.216 in performing this Agreement.

8.8 Domestic preferences and recovered materials. In buying any goods or materials charged under this Agreement, the Council shall follow 2 C.F.R. § 200.322 (domestic preferences) and 2 C.F.R. § 200.323 (procurement of recovered materials).

8.9 Clean Air Act and Clean Water Act. If this Agreement exceeds $150,000, the Council shall comply with the applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, and shall report any violation to the County.

8.10 Nondiscrimination. The Council shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the nondiscrimination terms of the County's award.

8.11 False statements. The Council acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its claims and statements under this Agreement.

8.12 Subcontracts. The Council shall not subcontract any part of this Agreement without the County's prior written consent, and shall include the provisions of this Article in any subcontract it is allowed to make.

8.13 Changes in requirements. If the terms of the County's award require a provision that this Agreement does not contain, the Parties shall amend this Agreement to add it.

ARTICLE 9. INSURANCE AND LIABILITY

9.1 Responsibility. Each Party is responsible, to the extent permitted by law, for the acts and omissions of its own officers and employees. Nothing in this Agreement waives any immunity or defense available to either Party.

9.2 Insurance. During the term, the Council shall maintain general liability coverage of at least $1,000,000, professional liability (errors and omissions) coverage of at least $1,000,000, and workers' compensation coverage as required by West Virginia law, and shall give the County certificates of coverage on request.

ARTICLE 10. EFFECTIVE DATE, TERM, AMENDMENT, AND TERMINATION

10.1 Approval and effective date. This Agreement takes effect when it has been approved by order or resolution of the Lewis County Commission and signed by both Parties. The effective date is the date of the last of those events.

10.2 Services covered. This Agreement covers services performed on and after the effective date, as well as, services performed after the requested for service date of September 29, 2026.

10.3 Term. This Agreement remains in effect until the County notifies the Council in writing that all Covered Projects are closed out and all reconciliations are complete, or until December 2028, whichever comes first, unless extended by written amendment or terminated earlier. Articles 5 (for amounts owed), 6, 7, and 8 survive expiration or termination.

10.4 Amendments. Except as Section 3.4 and Section 5.1 allow, this Agreement may be amended only in writing approved by both Parties' governing bodies.

10.5 Termination for convenience. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice.

10.6 Termination for cause. If a Party fails to perform a material obligation and does not cure the failure within ten (10) calendar days after receiving written notice of it, the other Party may terminate this Agreement by written notice.

10.7 Effect of termination. After any termination, the County shall pay for services properly performed and costs properly incurred under this Agreement before the termination date, and for nothing else. Within fifteen (15) days after termination, the Council shall deliver to the County all project files, records, and work products, completed through the termination date.

ARTICLE 11. GENERAL PROVISIONS

11.1 Disputes. The County Representative and the Council Project Manager shall try in good faith to resolve any dispute. If they cannot resolve it within fifteen (15) days, the President of the County Commission and the Council's Executive Director shall meet to try to resolve it before either Party pursues other remedies.

11.2 Governing law and venue. West Virginia law governs this Agreement. Any action relating to it shall be brought in the Circuit Court of Lewis County, West Virginia.

11.3 Notices. Notices shall be in writing and delivered by hand, mail, or email to: County: Lewis County Commission, 110 Center Avenue, Weston, WV 26452 thelmick@lewiscountywv.org. Council: Region VII Planning and Development Council, 21 E Main Street, Ste 102, Buckhannon, WV 26201 swhitehair@regionvii.com.

11.4 Assignment. Neither Party may assign this Agreement without the other Party's written consent.

11.5 No third-party beneficiaries. This Agreement creates no rights in any person other than the Parties.

11.6 Entire agreement; severability; counterparts. This Agreement, with its Exhibits, is the Parties' entire agreement on its subject. If a court finds any provision invalid, the rest remains in effect. The Parties may sign this Agreement in counterparts and by electronic signature.

SIGNATURES

The Lewis County Commission approved this Agreement by order or resolution adopted on [DATE]. The Council approved this Agreement on [DATE].

LEWIS COUNTY COMMISSION

By: _____
Agnes Queen
President

Date: _____

Attest: _____
[Name/Title]

REGION VII PLANNING AND DEVELOPMENT COUNCIL

By: _____
Shane Whitehair
Executive Director

Date: _____

Attest: _____
[NAME, TITLE]

EXHIBIT A. COVERED PROJECTS, TASK CODES, AND FILE INDEX

Part 1. Covered Projects (This information will be provided as projects are added)

County project or damage no.	Description and location	Type of work	Date added

Part 2. Task Codes

Council staff shall charge every hour to one Task Code and, to one Covered Project (as projects are added, the Council will assign task codes for each separate project). The Task Codes keep general grant administration separate from work tied to a single project. A Funding Agency, not the Parties, decides how each category of cost is reimbursed, and the coding is meant to give it the records it needs to decide.

Code	Category	Examples
561.2	Grant administration, County-wide	Applicant briefings and meetings; County-wide reimbursement requests and quarterly reports; tracking deadlines across projects; records management not tied to one project; audit and monitoring support; GIS services and assessments
TBD	Grant administration, single project	Compiling cost and payment records for one project; preparing that project's documentation, requests, time extensions, and closeout
TBD	Project support, single project	Help with procurement documents, contractor invoice review, and contract file maintenance for one project's work that the County would need whatever the funding source
NR-1	Other County requests	Work the County requests that is unrelated to Disaster Assistance. Billed only with prior written approval and kept separate on invoices.

Part 3. Project File Index

Each Covered Project file shall contain this information in folders set up by the Council,: (1) damage description, photographs, and location data; (2) scope of work and cost estimates; (3) County labor records and pay policy; (4) County equipment records and rates; (5) materials and supplies; (6) procurement records, contracts, and amendments; (7) contractor invoices, review recommendations, and County approvals; (8) proof of payment; (9) insurance and other funding sources; (10) environmental, historic preservation, and permit records; (11) correspondence with Funding Agencies; (12) requests for reimbursement and reports; (13) closeout.

EXHIBIT B. RATE SCHEDULE

Rates are effective July 1, 2026. Total Hourly Billing Rate for each employee listed includes the hourly wage, fringe benefits (such as retirement, health insurance, payroll taxes), and indirect costs (per the approved indirect cost rate/plan). Supporting payroll and benefit records are available to the County and Funding Agencies on request.

Classification	Employee	Total Hourly Billing Rate
Executive Director	Shane Whitehair	$123.23
GIS Specialist	Stacey McDaniel	$59.33
Project Specialist	Caroline Fulks	$53.95
Project Specialist	Joey Huxley	$41.85
Administrative Assistant	Peggy Ball	$46.16

Total Hourly Billing Rate = Hourly Wage + Fringe Benefits + Indirect Costs. No profit, fee, or markup is included.

EXHIBIT C. COUNCIL CERTIFICATIONS

The Region VII Planning and Development Council certifies to the Lewis County Commission that:

1. **Debarment and suspension.** Neither the Council nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal financial assistance or contracts, as described in 2 C.F.R. Part 180.

2. **Lobbying (required if the Agreement exceeds $100,000).** No federal appropriated funds have been paid or will be paid by or for the Council to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal grant, contract, loan, or cooperative agreement, or any extension, renewal, amendment, or modification of one. If the Council has paid or will pay any funds other than federal appropriated funds for that purpose in connection with this Agreement, it will complete and submit Standard Form LLL, "Disclosure of Lobbying Activities." The Council will require this certification in any lower-tier contract over $100,000. The Council understands that this certification is a prerequisite for entering into this Agreement under 31 U.S.C. § 1352.

3. **Telecommunications.** The Council will not use, provide, or charge for covered telecommunications equipment or services prohibited by 2 C.F.R. § 200.216 in performing this Agreement.

4. **No duplicate charges.** The Council will not charge the County for any cost that is charged to or paid by another source, as provided in Section 5.9.

By: _____ Date: _____

Shane Whitehair, Executive Director

Disclaimer

This draft was prepared by the West Virginia Emergency Management Division (WVEMD) as a model for the Parties to adapt. It is not legal advice, and it is not a state rule, requirement, or approval. The Parties are responsible for the final content of this Agreement and for how they carry it out.

The statutes and regulations cited in this draft were reviewed as published on October 14, 2026. Laws, regulations, and federal thresholds change, so confirm the current text of each provision before signing. The County's procurement policy, the Council's bylaws, and the terms of the County's award may impose additional or stricter requirements, and those requirements control where they apply. Bracketed items are placeholders and options, not recommendations.

Using this draft does not guarantee that any cost will be eligible for reimbursement or that the Agreement will be found compliant in an audit, monitoring review, or appeal.

Each Party should have its own legal counsel review this Agreement, including whether it must be submitted to the West Virginia Attorney General under W. Va. Code § 8-23-3, before it is approved, signed, and executed.

BETH A. BURKHART
LEWIS COUNTY
CIRCUIT AND FAMILY COURT CLERK
117 COURT AVENUE
WESTON, WV 26452

(304) 269-8210
FAX (304) 269-8249

TWENTY-SIXTH JUDICIAL CIRCUIT
THE HONORABLE Judge Jacob E. Reger
THE HONORABLE Judge Kurt W. Hall
(304) 472-5556 / (304) 269-8229
SEVENTEENTH FAMILY COURT CIRCUIT
THE HONORABLE Theresa Cogar Turner
(304) 269-0432

TERMS OF CIRCUIT COURT

FIRST MONDAY IN MARCH
SECOND MONDAY IN JULY
FIRST MONDAY IN NOVEMBER

November 4, 2026

To: Lewis County Commission

Reference: Hiring Deputy Circuit Clerk – Alicia Poloka

Honorable Commissioner Agnes G. Queen, President
Honorable Commissioner Bobby Stewart
Honorable Commissioner Chad Westfall

After the completion of skill assessments and interviews of 10 applicants, I have selected Alicia Poloka for the vacant position within my department. Please accept my request for Alicia Poloka to be approved/hired as Deputy Circuit Clerk by the Lewis County Commission at the November 10, 2026 meeting.

Pending background clearance and Commission approval, Mrs. Poloka will report to the Lewis County Circuit Clerks office November 12th to complete employment paperwork, be sworn, and begin her position as Deputy Circuit Clerk. I am requesting the annual salary for Mrs. Poloka to be set at $30,000.00.

Additionally, I respectfully request the Commission consider granting Deputy Circuit Clerk Alicia Poloka a waiver of the 90-day probationary period for new employees. My petition is confidently submitted for your consideration since Mrs. Poloka has exhibited the desired skill level and ability essential to the operations of the Lewis County Circuit Clerks office.

The Commission has my full support in this decision, and I greatly appreciate your attention to the matter. If you need further information or have any questions, please contact me at your convenience.

Respectfully,

Beth A. Burkhart

Beth A. Burkhart
Lewis County Circuit Clerk

CC: Finance
Employee File

Lewis County Sheriff's Department

M. E. Metz, Sheriff

117 Court Ave, Weston, WV 26452
Phone: (304) 269-8251

Email: mmetz@lewiscountywv.org
Fax: (304) 269-2644

November 5, 2026

To: Lewis County Commission

From: Sheriff M.E. Metz, Lewis County Sheriff's Office

REF: Request to Hire – Process Server (Lester Bleigh)

Distinguished Members of the Lewis County Commission,

I am writing to formally request your approval to hire Lester Bleigh for the vacant position of Process Server. Mr. Bleigh is currently the sole applicant for this opening, and this administration has selected him to fill the vacancy.

We request that he transition into this role at his current salary of $39,102.20. Additionally, we would like for Mr. Bleigh to begin his new duties as soon as possible, with a target start date no later than November 16, 2026.

Thank you for your time, consideration, and continued support of the Sheriff's Office.

Kindest regards,

Sheriff M.E. Metz
Lewis County Sheriff's Office

RELEASE OF LIEN

The Lewis County Commission, the current beneficiary of that certain Lien recorded in Lewis County Deed Book 830, at page 399, Deed Book 836, at page 380,Deed Book 838, at page 408,Deed Book 841, at page 304, and Miscellaneous Book 30, at page 891 and Miscellaneous Book 26, at page 840, relating to land situate in Hackers Creek District, wherein John Reel was conveyed property containing 1.17 acres from I. V. Nye, et al, by deed dated April 5, 1990 and recorded in Deed Book 482, at page 387,does hereby **release** said Lien, the remediation costs for building demolition having been heretofore paid.

WITNESS the following signature this___ day of _____ 2026.

By:_____
President, Lewis County Commission

STATE OF WEST VIRGINIA
COUNTY OF LEWIS, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____ , 2026 by Agnes Queen, as President of the Lewis County Commission.

My Commission expires: _____

_____
Notary Public

Prepared by: Gary Morris, Lawyer