

MARION COUNTY COMMISSION
December 18, 2019

The Marion County Commission sat in regular session pursuant to its adjournment on Wednesday, December 4th, 2019. Present were Commissioner VanGilder, Commissioner Garcia and President Elliott.

Rev. Donald "DD" Meighen led the Court with a prayer. Chuck Shields Assistant Prosecuting Attorney led the Court with the Pledge of Allegiance.

President Elliott called the meeting to order.

The proceedings of Wednesday, December 4th, 2019 together with those had and done under the supervision of Janice Cosco, Clerk and Recorder for the Marion County Commission December 5th, 6th, 9th, 10th, 11th, 12th, 13th, 16th and 17th, 2019 were approved as submitted and signed.

Commissioner Garcia moved to dispense with the reading of the minutes of Wednesday, December 4th, 2019 and accept them as presented. Commissioner VanGilder seconded; President Elliott concurred.

The Commission presented the Selection of President and President Pro Tempore for 2020.

President Elliott moved to nominate Rick Garcia as President of the Marion County Commission for 2020; effective January 1st, 2020. Commissioner VanGilder seconded. Motion Passed.

President Elliott moved to nominate Commissioner VanGilder as President Pro Tempore for 2020. Commissioner Garcia seconded. Motion passed.

The Commission presented for Approval of 2020 Marion County Regular Pay/Overtime/Part-Time Schedule.

MARION COUNTY COMMISSION
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County Clerk of Marion County

Janice Cosco
County Clerk



P.O. Box 1267
Fairmont, WV 26555-1267
Phone (304) 367-5445
Fax (304) 367-5448

2020 MARION COUNTY REGULAR PAY/OVERTIME/PART-TIME SCHEDULE

PAY-DATE	PAY PERIOD SHEETS
01/03/2020	12/16/2019 thru 12/29/2019
01/17/2020	12/30/2019 thru 01/12/2020
01/31/2020	01/13/2020 thru 01/26/2020
02/14/2020	01/27/2020 thru 02/09/2020
02/28/2020	02/10/2020 thru 02/23/2020
03/13/2020	02/24/2020 thru 03/08/2020
03/27/2020	03/09/2020 thru 03/22/2020
04/10/2020	03/23/2020 thru 04/05/2020
04/24/2020	04/06/2020 thru 04/19/2020
05/08/2020	04/20/2020 thru 05/03/2020
05/22/2020	05/04/2020 thru 05/17/2020
06/05/2020	05/18/2020 thru 05/31/2020
06/19/2020	06/01/2020 thru 06/14/2020
07/02/2020	06/15/2020 thru 06/28/2020
07/17/2020	06/29/2020 thru 07/12/2020
07/31/2020	07/13/2020 thru 07/26/2020
08/14/2020	07/27/2020 thru 08/09/2020
08/28/2020	08/10/2020 thru 08/23/2020
09/11/2020	08/24/2020 thru 09/06/2020
09/25/2020	09/07/2020 thru 09/20/2020
10/09/2020	09/21/2020 thru 10/04/2020
10/23/2020	10/05/2020 thru 10/18/2020
11/06/2020	10/19/2020 thru 11/01/2020
11/20/2020	11/02/2020 thru 11/15/2020
12/11/2020	11/16/2020 thru 11/29/2020
12/24/2020	11/30/2020 thru 12/20/2020

Randy Elliott
RANDY ELLIOTT, PRESIDENT

Janice Cosco by Thomas F. Antulov
JANICE COSCO, COUNTY CLERK
By Thomas F. Antulov, deputy

Commissioner Garcia moved that the Commission approved the 2020 Marion County Regular Pay/Overtime/Part-Time Schedule. Commissioner VanGilder seconded; Commissioner Elliott concurred.

For the record, notes Mark Trach, Assessor, presented to the County Commission the following Exonerations for approval.

Dated December 18th, 2019
Nos. #2019-670 through #2019-699

Pursuant to the recommendation of Mark Trach, Assessor and approval of Jeffery Freeman, Prosecuting Attorney; Commissioner Garcia moved that the President sign Nos. #2019-670 through #2019-699. Commissioner VanGilder seconded. Commissioner Elliott concurred.

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At a Regular Session of the County Commission of Marion County, West Virginia, continued and held December 11th, 2019

This day came David A. Glance, Fiduciary Supervisor for Marion County, and presented to the County Commission the Waivers and Applications for Short Form Settlements, Proposed Settlements and Annual Settlement Reports filed by the personal representatives of the following estates, which he has reviewed and approved and which are the same estates which were advertised for proposed settlement in the December 2nd, 2019, issue of the Fairmont Times West Virginian, all in accordance with West Virginia Code 44-3A.

Thereupon, the County Commission proceeded to hear any objections or exceptions to these proposed settlement reports, as required by law, and hearing no further objections, does hereby approve the proposed settlement reports as submitted and further directs the Fiduciary Supervisor to instruct the personal representatives to conclude the affairs of the estates.

<u>Estate of</u>	<u>Representative</u>
HENDERSON, PAUL FRANK	Judith A. Henderson Kuhn, Administratrix DBN
PICCALO, ROSE	Kathy Piccalo, Administratrix DBN
MUNCHIN, FRANK	Frank Robert Munchin, Executor DBN
HUNT, PEARL MARIE	Brenda Joyce Brock, Administratrix CTA DBN
MARTIN, KAREN R.	James M. Martin, Administrator
FISCHER, GEORGE A.	George Allan Fischer, Executor
McGRUDER, OSCAR J.	Anna E. McGruder, Executrix
HOLBERT, GERALD PAUL	Sandra Lee Kelly, Administratrix
MILLER, MARTHA	Don K. Miller, Administrator CTA
ATKINSON, JOHN W.	Ann McFerran, Executrix
MAYS, LAWRENCE L.	Billy J. Mays, Executor
GARLOW, ERMA L.	Jo Ann Haines Lehman, Administratrix CTA DBN
SOISSON, JOHN P.	Beverly L. Soisson, Administratrix
AUDIA, ANTHONY J.	Billie H. Audia, Executrix
STEWART, GLADYS G.	James R. Stewart, Executor
HANDLEY, OWEN, JR.	Ruth Marie Handley, Executrix
KNIGHT, BARBARA	David E. Knight, Administrator CTA DBN
CARPENTER, RALPH	Eva Mae Carpenter, Executrix
PETROSKI, CHARLES J.	Lisa Petroski, Executrix
PICCALO, ANTHONY EUGENE	Kathy Piccalo, Administratrix DBN
HESS, DIANNA	James D. Hess, Jr., Administrator
GRIMM, VIOLET SALAI	Daniel Salai, Administrator
FUSCALDO, HELEN R.	Frank Fuscaldo, Jr. and Regina Carni, Co-Executors
DEMUS, NELLIE	Nick Demus, III, Executor
MOORE, AUBREY THOMAS HARRISON	Bruce Nickolich, Administrator
DEMUS, MERELYN	Joseph Demus, Executor
BRADFORD, MADELINE N.	David A. Nuzum, Executor
DONLEY, DAVID P.	Robin L. Donley Edmond, Executrix
SHAW, HARRY D.	Michael D. Shaw and Michelle L. Corwin, Co-Executors

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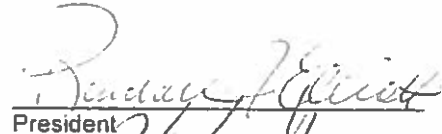
Estate of

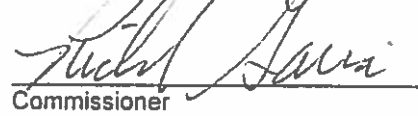
Representative

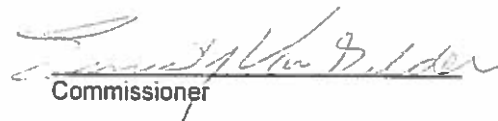
STARSICK, SAMUEL D.
TRESSLER, MARK A.
HARRIS, RHODELL IDALIA
CHEUVRONT, WILLIAM R.
DEAN, CALVIN WAYNE
FEATHER, DONNA J.
JENKINS, TRACY LEA
LANGLEY, HAROLD EDWARD
MADDOX, PATRICIA ANN
TENNANT, RONALD B.
HORNICK, CAROLYN A.
KNOLL, JANET LOUISE
MOATS, D. W.
PRICHARD, WILLIAM STEWART
GLAZE, ROGER E.
TUCKER, SAMUEL G.
KONYA, GWENDOLLYN LEE

Michael J. Basile, Executor
June E. Tressler, Executrix
Mary A. Johnson, Administratrix
Louise Byers, Executrix
Geneva Ann Dean, Administratrix
Tracy R. Carvillano, Executrix
Carl J. Jenkins, II, Administrator
J. Scott Tharp, Ancillary Administrator CTA DBN
John Joseph Yokay, Jr., Executor
DeEtta V. Tennant, Executrix
Marilyn Satterfield, Executrix
Gary Knoll, Administrator
Kimberly F. Hawkinberry Moats, Anc. Extr DBN
Naomi L. Prichard, Administratrix
Virginia Glaze, Executrix
Karen Fay Perkins, Executrix
Christina Dawn Zukowsky, Executrix

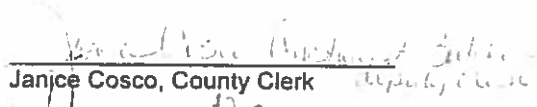
ENTER: 12-18-19

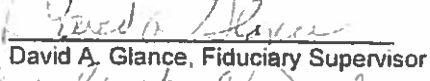

President


Commissioner


Commissioner

ATTEST:


Janice Cosco, County Clerk


David A. Glance, Fiduciary Supervisor

Commissioner Elliott asked if there were any objections to the order. There being no objections, Commissioner Garcia moved that the Commission sign the Order. Commissioner; Commissioner VanGilder seconded the motion and Commissioner Elliott concurred.

The Commission received an Order of Probate of Wills from the County Clerk's Office for the month of November, 2019. County Administrator Kris Cinalli stated that this Order is a list of Estates in which have been admitted to Probate in the County Clerk's Office, in vacation of the Commission, from November 1, 2019 through November 30, 2019, pursuant to West Virginia Code §41-5-10, as amended.

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BEFORE THE COUNTY COMMISSION OF MARION COUNTY, WEST VIRGINIA
IN RE: CONFIRMATION OF PROBATE OF
WILLS, BY CLERK IN VACATION

ORDER CONFIRMING PROBATE OF WILLS

On this day came Janice Cosco, Clerk of the Commission, and presented a list of Estates in which wills have been admitted to Probate by her office, in vacation, from November 1, 2019, to November 30, 2019, pursuant to W. Va. Code 41-5-10, as amended.

The Commission, having received no objections to the actions of the Clerk, and perceiving no objections thereto, does ratify and confirm the probate of wills in all the Estates attached hereto. The list attached hereto is made a part of this Order by this expressed reference thereto, as if all such Estates are fully set forth herein.

Dated this 18th day of DECEMBER, 2019.

Ronald E. Eggett
Keith L. Gura
Edward Van Dusen

Janice Cosco *Deputy Clerk*
JANICE COSCO, CLERK *Deputy Clerk*

David A. Glance
DAVID A. GLANCE,
FIDUCIARY SUPERVISOR

Gregory L. Dierker

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WILLS PROBATED FROM NOVEMBER 1, 2019, THROUGH NOVEMBER 30, 2019

<u>Estate</u>	<u>Representative</u>
Chicarelli, Edward K.	Edward K. Chicarelli II, and Shelia Carolina Chicarelli, Co-Executors
Cummins, James E.	Roger E. Cummins, Executor
Daristotle, Joseph	Rhoda Lee Seccuro, Executrix
Dennison, Howard L., Sr.	Charlotte A. Dennison, Executrix
Dicken, David L.	Robin Sawitski-Dicken, Executrix
Duke, Rudy	Sharyn Ann Spadafore, Executrix
Duke, Yolanda (Violet)	Sharyn Ann Spadafore, Executrix
Eddy, Patricia Ann	Rayanna C. Eddy, Executrix
Glover, Carroll B.	Linda D. Elliott, Executrix
Griffin, Loretta Belle	James Edward King, Jr., Executor
Grubb, Lula	Robert D. Grubb, Administrator CTA
Jones, Betty Mae	Linda Glendenning, Executrix
Kerns, Jester C.	Kimberly A. Kerns Moore, Executrix
Layman, Jack Lee	Ruth Marie Layman, Executrix
Manchin, Stephanie T.	Mark Anthony Manchin, Executor
McVicker, Richard Lee	Judith Ann McVicker, Executrix
Miller, Maynard Jay	Alice Hall Keister and Janet Miller, Co-Executrices
Morgan, Thomas	Ruth Ann Morgan, Executrix
Myers, Blaine Kevin	Jane Mainella Myers, Executrix
Phillips, Marjorie L.	William J. Yoho, Executor
Pownell, John R.	Eiene R. Pownell, Executrix
Pride, George M.	Eugene M. Pride, Executor
Rodeheaver, Dolores J.	Dana R. Shay, Executor
Rosi, Frances Davis Maloney	Anthony Rosi, Executor
Rosier, Robert L.	Shirley J. Rosier, Executrix
Rutherford, Sally Louise	Roy Francis Rutherford, Executor
Sprigg, Marlene C. Lucille	Mitzi Sprigg, Executrix
Tennant, Janet M.	Paula R. Tennant-Lantz, Executrix
Whinnie, Agnes Lucille	Charles Thomas Fancher, Executor
Woodman, Vernetta M.	Cheryl A. Hammer, Executrix

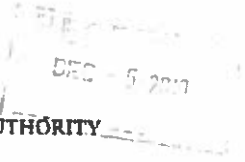
Commissioner Elliott asked if there were any objection to the order. There being no objections Commissioner Garcia moved that the Commission sign the Order. Commissioner VanGilder seconded. Commissioner Elliott concurred.

The Commission received the West Virginia Courthouse Facilities Improvement Authority Contract for Upgrade of HVAC Chiller and Fan Coils (final phase).

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WEST VIRGINIA
 COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
 2003 QUARRIER STREET
 CHARLESTON, WV 25311



L. D. EGNOR
 CHAIRMAN EMERITUS

JOSEPH M. ALONGI
 CHAIRMAN

WV COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY

17th Cycle

Contract Signing Instruction Sheet

- Enclosed are your award notice, two contracts, two check-off lists of the grant requirements, a copy of the special conditions and assurances which were part of the original application, a copy of mandatory reports and a checklist from the State Historic Preservation Office (SHPO). Our grant reports are also available on our web-site: www.cfia.wv.gov. They can be found within the tab labeled "Grant Forms". These forms were also emailed to the Project Director.
- The contracts must be signed by the County Commission President **ONLY**. In addition, the check-off lists must be initialed and signed by the Commission President. Please sign the two contracts (in blue ink) and return both copies of the contract and the check-off sheets. The award notice is for you to keep. After we have received the contracts and check-off sheets, Melissa will sign and we will return one of the contracts and one check-off sheet to you for your file.
- Should you have any questions regarding the SHPO information, please contact their office. We simply included their information to assist you with the section 106 review process.
- Please notify our office if you need a copy of your original application. It is included as an attachment to the contract.

If you have any questions or comments, please contact us at (304) 558-5435 or via email at melissa.smith@wvcfia.com.

"Preserving History. Investing in the Future."
 (304) 558-5435 • Fax (304) 558-0173

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West Virginia Courthouse Facilities Improvement Authority Funding Award	Notification Date November 2019	Application Number: 17cycMarion24
	GRANT ID NUMBER 17cycMario2020	State Fund Number 8685
	Grant Cycle 017	Program Name WV Courthouse Facilities Improvement Authority
F.E.I.N: 55-6000346	Funding Period From: January 1, 2020 To: December 31, 2020	
Recipient Name and Address: Marion County Commission 200 Jackson Street Fairmont, WV 26554	Project Name Mechanical – Upgrade HVAC chiller; fan coils (Final phase)	
	Funding Program ID: CFIF	
	Project Number: 17cyc Marion17 CY2020 24	
Project Description: Upgrade HVAC at main courthouse. Install new chiller, install new fan coils, some electrical work. Phase 2 of 2.		
Special Requirements:		
Change Orders:		
Number:	Date:	Purpose:
COPY OF ORIGINAL AGREEMENT IS ON FILE IN THE OFFICE OF THE COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY AND IS AVAILABLE FOR INSPECTION.		Maximum Amount Approved: \$ 100,000.00
Authorized Signature: <u>Melissa K Smith</u>	Date <u>11/21/19</u>	
Melissa K. Smith Executive Director WV Courthouse Facilities Improvement Authority		
<u>Payment Advice: Reimbursement contingent upon project completion and submission of all required documentation. All project funds secured from sources other than CFIA are the responsibility of the County Commission.</u>		

Commissioner Elliott moved that the Commission approve the West Virginia Courthouse Facilities Improvement Authority Contract for Upgrade of HVAC Chiller and Fan Coils (final phase). Commissioner VanGilder seconded; Commissioner Garcia concurred.

The Commission received the Bond Authorizing Resolution and Order of the County Commission of Marion County for the White Hall TIF.

Roger Hunter, from Bowles Rice Law Firm, Attorney for Developers and the Bond counsel, said that the County Clerk will need to Attest and affix the County seal to the closing TIF documents. Mr. Hunter said he appreciated all the support from all those involved in this project, especially the Commission.

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**BOND AUTHORIZING RESOLUTION AND ORDER OF
THE COUNTY COMMISSION OF MARION COUNTY**

A RESOLUTION AND ORDER AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT MORE THAN \$[] AGGREGATE PRINCIPAL AMOUNT OF TAX INCREMENT REVENUE BONDS (MIDDLETOWN COMMONS REDEVELOPMENT PROJECT NO. 1), SERIES 2019 (THE "BONDS"), OF THE COUNTY COMMISSION OF MARION COUNTY, TO FINANCE COSTS OF DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN INFRASTRUCTURE IMPROVEMENTS RELATED TO THE MIDDLETOWN COMMONS REDEVELOPMENT PROJECT AND ALL NECESSARY APPURTENANCES AND RELATED FACILITIES, AND OTHER EXPENSES AND COSTS RELATED THERETO AND TO THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF TRUST INDENTURE, A DEVELOPMENT AGREEMENT, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS RELATING TO THE BONDS; AUTHORIZING EXECUTION AND DELIVERY OF OTHER DOCUMENTS, INSTRUMENTS, AGREEMENTS AND CERTIFICATES; AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE BONDS; PROVIDING PARAMETERS FOR THE PRINCIPAL AMOUNTS, PROVISIONS FOR REDEMPTION, MATURITIES, INTEREST RATES AND OTHER TERMS OF THE BONDS; APPOINTING A TRUSTEE, REGISTRAR, PAYING AGENT AND OTHER PARTICIPANTS IN THE FINANCING; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS RELATING TO THE PROJECT AND ISSUANCE OF THE BONDS.

WHEREAS, The County Commission of Marion County, a public corporation and governing body of Marion County, West Virginia, a political subdivision of the State of West Virginia (the "Issuer"), under the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), has plenary power and authority to create development or redevelopment project areas or districts, cause project plans to be prepared and establish a special tax increment financing fund with respect to a development or redevelopment district, into which certain incremental real and personal property tax revenues generated therein are deposited for the purpose of providing funds for the development, redevelopment, revitalization and renovation of such development or redevelopment district;

WHEREAS, the Act also authorizes the Issuer to issue tax increment financing obligations from time to time to fulfill one or more purposes of the Act:

MARION COUNTY COMMISSION

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WHEREAS, pursuant to the Act, the Issuer on December 4, 2019, following all necessary actions, publications, public hearings, submissions and approvals, entered an Order (the "District and Project Approval Order") approving and creating a development district to be known as the "County Commission of Marion County Development District No. 2" (the "Development District") as a development district under the provisions of the Act and, approving a project plan (the "Project Plan") and establishing a tax increment financing fund for the Development District (the "TIF Fund"), wherein the regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property having a tax situs in the Development District exceeds the base assessed value of the property (the "Tax Increment Revenues") shall be deposited:

WHEREAS, the Project Plan provides for the use of tax increment financing for certain public infrastructure projects including, without limitation, water lines, sanitary sewer lines, gas lines, stormwater drainage, wetlands mitigation, new road construction and road improvements, including, without limitation, intersection improvements, curbing, traffic control, and lighting, and other related infrastructure and utilities improvements, and appurtenances and amenities relating thereto, all within or benefiting the Development District (the "Project"), through the issuance of tax increment revenue bonds to be designated "The County Commission of Marion County Tax Increment Revenue Bonds (Middletown Commons Redevelopment Project No. 1), Series 2019" (the "Bonds");

WHEREAS, the financing of the Project by the Issuer will benefit the inhabitants of Marion County, will increase opportunities for employment in the County and will help in establishing a balanced economy within the County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the Project as aforesaid, and the financing of the Project is a public purpose of the Issuer under the Act; and

WHEREAS, the Issuer desires to take all steps necessary for the financing of the Project as soon as feasible.

NOW, THEREFORE, BE IT ORDERED AND ENTERED OF RECORD BY THE COUNTY COMMISSION OF MARION COUNTY, AS FOLLOWS:

Section 1. It is hereby found and determined that the Bonds should be issued, and that the financing of the Project is a public purpose of the Issuer, promotes the public purposes under the Act and is in the public interest, and that the financing of the Project in conformance with the terms and provisions hereof complies in all respects with the Act.

Section 2. To accomplish the purpose of the Act and to provide for the payment or reimbursement of costs of the Project, pay the costs directly related to the administration of the Development District or the Bonds, pay costs of issuance of the Bonds and other costs permitted by the Act, the issuance of the Bonds by the Issuer in an aggregate principal amount of \$[] is hereby authorized and approved. The Bonds shall be dated such date or dates, shall bear interest payable at such times and at such rates (not to exceed [5.00]%), shall mature on such dates and in such principal amounts (with final maturity no later than December 1, 2049).

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shall be issued in such denominations, shall have such provisions for draw-down and redemption and shall have such other provisions in accordance with the Bond Terms attached hereto as Schedule 1, and as set forth in the Indenture, as defined below. The Bonds shall be sold to [General Holdings, LLC], a West Virginia limited liability company (the "Purchaser"), at a price not less than 100% of the principal amount thereof.

Section 3. The Issuer hereby authorizes and approves the issuance of the Bonds, substantially in the form attached hereto as Exhibit A, within the parameters set forth in Section 2 above, and hereby further authorizes the President of the Issuer to approve the final terms thereof, with such changes, insertions, variations and omissions as may be approved by the President, shall be and the same hereby is approved, which Bonds may be issued in additional series or with different designations, all as may be set forth in the Bonds.

Section 4. The Bonds, together with the interest thereon and other costs incidental thereto, shall be secured solely by the pledges effected by the Indenture herein authorized and defined, and by the tax increment and other revenues pledged for their payment. The Bonds, together with the interest thereon and other costs incidental thereto, shall not be deemed to be and shall not constitute an indebtedness of the Issuer, but shall be special and limited obligations of the Issuer, payable solely from the tax increment and other revenues pledged for its payment under the Indenture. Neither the Bonds nor the interest thereon, nor any other cost or charge in connection therewith, shall be a charge against or pledge of the property, faith and credit or taxing power, if any, of the State of West Virginia or the Issuer, except as to such property expressly provided therefor in the Indenture, nor shall the same ever constitute an indebtedness of the State of West Virginia or the Issuer within the meaning of any constitutional provision or statutory limitation or constitute or give rise to a pecuniary liability of the State of West Virginia or the Issuer. No recourse shall be had for the payment of the principal of and interest on the Bonds against the Issuer or any official or member of the Issuer. The holders of the Bonds shall have no right to have taxes levied by the legislature of the State of West Virginia or the taxing authority of the Issuer for the payment of the principal of, premium, if any, or interest on the Bonds, but the Bonds shall be payable solely from the Tax Increment Revenues deposited into the TIF Fund and other revenues pledged therefor under the Indenture.

Section 5. The Development Agreement (the "Development Agreement") to be dated on or prior to the date of delivery of the Bonds, by and between the Issuer and General Acquisitions LLC, a West Virginia liability company (in such capacity, the "Developer"), in substantially the form attached hereto as Exhibit B, with such changes, insertions, variations and omissions as may be approved by the President, shall be and the same hereby is approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Development Agreement, with such changes, insertions, variations and omissions as may be approved by the President, and the Clerk is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the same. The execution of the Development Agreement by the President shall be conclusive evidence of the President's approval of such changes, insertions, variations and omissions.

Section 6. The Trust Indenture (the "Indenture") to be dated on or prior to the date of delivery of the Bonds, by and between the Issuer and WesBanco Bank, Inc. as trustee,

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registrar and paying agent (the "Trustee"), in substantially the form attached hereto as Exhibit C, with such changes, insertions, variations and omissions as may be approved by the President, shall be and the same hereby is approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Indenture, with such changes, insertions, variations and omissions as may be approved by the President, and the Clerk is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the same. The execution of the Indenture by the President shall be conclusive evidence of the President's approval of such changes, insertions, variations and omissions.

Section 7. The Bond Purchase Agreement (the "Bond Purchase Agreement") to be dated the date of purchase and sale of the Bonds to the Purchasers, by and between the Purchasers and the Issuer, in substantially the form attached hereto as Exhibit D, with such changes, insertions, variations and omissions as may be approved by the President, shall be and the same hereby is approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Bond Purchase Agreement, with such changes, insertions, variations and omissions as may be approved by the President, and the Clerk is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the same. The execution of the Bond Purchase Agreement by the President shall be conclusive evidence of the President's approval of such changes, insertions, variations and omissions.

Section 8. The Bonds, in substantially the form attached hereto as Exhibit A, shall be issued in fully registered form in accordance with the provisions of the Indenture and shall be delivered to the Trustee to be authenticated, registered and delivered to the Purchasers, in accordance with the terms of the Indenture. The President and Clerk of the Issuer shall execute the Bonds as necessary and affix, imprint or otherwise reproduce the official seal of the Issuer thereto and the Bonds shall contain a recital to the effect that the Bonds are issued pursuant to the Act. The execution of the Bonds by the President and the Clerk shall be conclusive evidence of the President's and the Clerk's approval of such Bonds.

Section 9. The President, the President pro tempore (in the absence of the President), the Clerk (and in the absence of the Clerk, the Deputy Clerk) and any other proper officers and employees of the Issuer, together with all other members and employees thereof, (collectively, hereinafter referred to as the "Authorized Representatives", and each an "Authorized Representative") are each hereby authorized and directed to execute, acknowledge, if necessary, and deliver any and all other papers, documents, agreements, certificates and instruments, to affix the seal of the Issuer and attest the same for and on behalf of the Issuer and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Order, the Bonds, the Development Agreement, the Indenture, the Bond Purchase Agreement and other documents relating thereto. All prior actions taken by any Authorized Representative and any person or persons designated and authorized to act by any such Authorized Representative, which acts would have been authorized by these resolutions except that such acts were taken prior to the adoption of such resolutions, shall be, and hereby are, severally ratified, confirmed, authorized, approved and adopted as the official acts of the Issuer.

Section 10. All covenants, stipulations, obligations and agreements of the Issuer contained herein and contained in the Bonds, the Indenture, the Development Agreement, the Bond

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Purchase Agreement and other documents relating thereto shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the Issuer to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements, shall be transferred by or in accordance with law. Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer or the officials thereof by the provisions hereof and by the Indenture and the Development Agreement shall be exercised or performed by the Issuer or by such officers, board or body as may be required or permitted by law to exercise such powers and to perform such duties.

Section 11. No covenant, stipulation, obligation or agreement herein contained or contained in the Indenture, the Development Agreement or other documents relating thereto shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Issuer in his or her individual capacity and neither the members of the Issuer nor any officer executing the Bonds shall be subject to any personal liability or accountability by reason of the issuance of the Bonds. No member of the Issuer or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any of the Bonds, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Order.

Section 12. Bowles Rice LLP is hereby ratified, appointed and confirmed as bond counsel for the Bonds and counsel to the Developer; General Holdings, LLC is hereby approved as Purchaser of the Bonds; Piper Jaffray & Co. is hereby ratified, appointed and confirmed as Placement Agent for the Bonds; and WesBanco Bank, Inc. is hereby appointed as Trustee, Registrar and Paying Agent for the Bonds. The engagement letter by and between the Issuer and Bowles Rice LLP regarding its role as bond counsel for the Bonds, including, without limitation, the terms, conditions and compensation arrangements set forth therein, is hereby approved, ratified and confirmed. The engagement letter by and between the Issuer and Piper Jaffray & Co. regarding its role as Placement Agent for the Bonds, including, without limitation, the terms, conditions and compensation arrangements set forth therein, is hereby approved, ratified and confirmed. The President of the Issuer is hereby authorized to execute and deliver such other engagement letters for the retention of the services of such other parties under such terms and conditions and with such compensation arrangements as may be set forth therein.

Section 13. The laws of the State of West Virginia shall govern the construction of this Order and all Bonds issued hereunder.

Section 14. If any section, paragraph, clause or provision of this Order shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Order.

Section 15. The designation of any of the Bonds may be modified without further action by the Issuer to reflect issuance dates or other matters.

Section 16. All previous ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed.

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Section 17. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption and entry of this Order do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the President, Clerk and Commissioners of the Issuer were at all times when any actions in connection with this Order occurred and are duly in office and duly qualified for such office.

Section 18. This Order shall take effect immediately upon adoption and entry thereof.

[Signature page follows this page.]

Adopted and entered of record this December 18, 2019.

THE COUNTY COMMISSION OF
MARION COUNTY

By: Randall J. Elliott
Randall J. Elliott
Its: President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting County Clerk of The County Commission of Marion County, does hereby certify that the foregoing Resolution and Order was duly entered by The County Commission of Marion County at a regular meeting duly held, pursuant to proper notice thereof, on December 18, 2019, a quorum being present and acting throughout, and which Resolution and Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this December 18, 2019.

By: Constance L. Butcher
County Clerk by
Constance L. Butcher, deputy

President Elliott said that The TIF project was a great project and that Marion County would reap benefits from this in the future, and The Commission was very glad to be part of this project.

Commissioner Garcia moved that the Commission accept the Bond Resolution and Order for White Hall TIF and that the President sign all of the documents. Commissioner VanGilder recused himself as a property owner in that district; President Elliott seconded the motion.

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The Commission received the advice and consent from Janice Cosco, County Clerk to accept the letter of resignation from Conner Haberland, to be effective December 22, 2019.

Commissioner Garcia moved that the Commission accept the resignation from Conner Haberland, to be effective December 22, 2019. Commissioner VanGilder seconded; President Elliott concurred.

For the record, note the Commission presented the Grant Contract Agreement Between the Division of Administrative Services Justice and Community Services Section and Marion County Commission (17-VA-039).

RECEIVED

NOV 12 2019

GRANT CONTRACT AGREEMENT Justice & Community Services

BETWEEN

DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION

AND

Marion County Commission

17-VA-039

This AGREEMENT, entered into this 23rd day of October 2019 by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Marion County Commission, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of a Victims of Crime Act (VOCA Program Funds from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds: This grant will fund staff in the Prosecutor's Office to provide direct services to crime victims in Marion County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1 The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
- 2 JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
- 3 The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
- 4 The Grantee will commence its duties under the Agreement on October 1, 2019 and shall continue those services/activities until September 30, 2020. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
- 5 In consideration of the services rendered by the Grantee, the sum of up to \$61,025.00 shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
- 6 It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

MARION COUNTY COMMISSION
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7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee will not receive an upfront scheduled allocation of funds.
8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

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- 15 Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
- 16 The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. Grantee Mailing Address:

Marion County Commission
200 Jackson Street
Fairmont, West Virginia 26554
- 17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.



 Randy Elliot, President
 Marion County Commission

 Joseph C. Thornton, Deputy Director
 Justice and Community Services Section

The Commission received the request for reimbursement from West Virginia Division of Administrative Services Justice and Community Services from December 1, 2019 to December 31, 2019 (17-VA-039) in the amount of \$4,615.38.

MARION COUNTY COMMISSION
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WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES JUSTICE AND COMMUNITY SERVICES	Request for Reimbursement
--	------------------------------

RECEIVED (For JCS Use Only)	Subgrantee: Marion County Commission
	Address: 200 Jackson Street Fairmont, WV 26554
	Project #: 17-VA-039
	FEIN#: 55-6000346
	Funds are hereby requested to cover expenditures FROM: December 1, 2019 TO: December 31, 2019

PROJECT CASH EXPENDITURES

CATEGORY	AMOUNT
Personnel/Contractual	4,615.38
TOTAL	4,615.38

Commissioner Garcia moved that the Commission sign the request for reimbursement from the West Virginia Division of Administrative Services Justice and Community Services from December 1, 2019 to December 31, 2019 (17-VA-039). Commissioner VanGilder seconded; President Elliott concurred.

For the record, note the Commission received a request for reimbursement from West Virginia Division of Justice and Community Services from November 1 to November 30, 2019 in the amount of \$5,863.50.

WEST VIRGINIA Division of Justice and Community Services	Request for Reimbursement
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RECEIVED (For DJCS Use Only)	Subgrantee: Marion County Commission
	Address: 200 Jackson Street, 4 th Floor Fairmont, WV 26554
	Project #: 20-CC-10
	FEIN#: 55-6000346
	Funds are hereby requested to cover expenditures FROM: November 1 TO: November 30

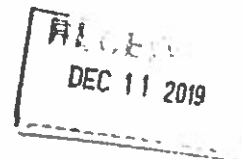
PROJECT CASH EXPENDITURES

Account #	Amount
Personnel/Contractual	4,006 19
Travel/Training	0
Other	857 31
TOTAL	4,863.50

MARION COUNTY COMMISSION
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For the record, note the Commission received from Valley Falls Public Service District Reconciliation Summary for periods ending 8/31/2019, 9/30/2019 and 10/31/2019.

For the record, note the Commission received the Notification from COMCAST of a Change of Government Affairs Contact to Jennifer Halaszynski, to be effective immediately.



December 6, 2019

Kris Cinalli
 County Administrator
 Marion County Commission
 200 Jackson Street, Room 403
 Fairmont, WV 26554

IMPORTANT INFORMATION – CHANGE OF COMCAST CONTACT

I am pleased to announce that I have joined the Comcast Keystone Region in its External & Government Affairs Department. Effective immediately, I will be the Government Affairs contact person for your municipality.

My contact information is below:

Jennifer Halaszynski
 5335 Enterprise Drive
 Bethel Park, PA 15102
 Cell: 412-736-8023
 Jennifer_Halaszynski@comcast.com

Should you have questions about any cable matter, please feel free to contact me. I look forward to working with you!

Sincerely,

Jennifer Halaszynski
 Manager, Government & Regulatory Affairs
 Comcast

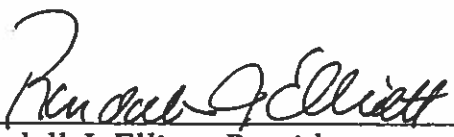
Marion County resident Mary Stewart, who owns property on Riverside Drive, along the Tygart Valley River addressed the Commission with concern of a second major road slide which occurred on December 17, 2019. She stated that the road slide as affected 120 feet of impassable road as well as the ingress and egress of thirteen (13) homeowners which represent a significant tax base in that area. She is concerned that emergency services are unable to reach that area in addition to residents having to park a distance away and walk to their properties.

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Ms. Stewart stated that there is a solution but that the most emergent issue is to give ingress and egress to the residents as well as to determine who maintains the road. She said the road does not show up on any County maps. She spoke to the Bridgeport DOH and forwarded the email to County Attorney, Chuck Shields. The DOH said that there is a section of Brentwood Drive that comes off Colfax road. And the section of that road is underdeveloped but connects to Riverside Drive. Ms. Stewart said we have a plan with your blessing and the help of Attorney Shields. The DOH said that Brentwood Drive is outside any municipal jurisdiction and that the Marion County Commission may convey an easement for ingress and egress. She further said that the slide is substantial and will take months to even a year to fix. She said the water tables have changed.

President Elliott said that the County does not own any roads nor can they grant right of ways. He asked Attorney Shields to assist Ms. Stewart. Shields said that a determination needs to be made first to see who owns the road. President Elliott said they would be willing to help grant an easement if possible; contingent upon the ownership of the property.

There being no further business to come before the County Commission, it is ordered that this Commission do now recess until Wednesday, January 22nd, 2020 at 10:00 a.m. for the next scheduled County Commission Meeting.



Randall J. Elliott, President