

GRANT COUNTY COMMISSION
PETERSBURG, WEST VIRGINIA 26847

GRANT COUNTY COMMISSION MINUTES

Date: February 8, 2022 Time: 9 a.m. Location: Conference Room
Grant County Courthouse

Reporting:
Erin Camp, Grant County Press

Commissioners:
Scotty Miley, President
Jeff Berg
Tyson Riggelman

Michelle Sites, County Administrator

1. Call to Order

President Miley called the regular meeting to order at 9 a.m.

2. Consent and Approval – County Administrator

a. Minutes

Presented for approval were the minutes from the regular meeting held on January 25, 2022.

A Motion was made to approve the minutes from the regular meeting held on January 25, 2022. **MOTION: Berg / unanimously approved**

b. Budget Revisions

There were no budget revisions.

c. Board Appointments/Removals/Resignations

There were no board appointments/removals/resignations.

3. Actions of the Clerk, Exonerations, Estates

Commission approved the following actions of the County Clerk:

Wills lodged in Clerk's Office:

-None

Wills admitted to probate:

-Bobby O. Kite

-Qualification orders granted in the following estates:

<u>Estate</u>	<u>Person Qualifying</u>
Janet Weatherholt	Anthony Weatherholt, Administrator
Bobby O. Kite	Martha Kite, Executrix

Ancillary Administrations granted in the following estates:

-Gary D. Champ

Small Estate Certificates and Authorizations granted in the following estates:

<u>Estate</u>	<u>Person Qualifying</u>
-None	

-None

MOTION: Riggelman / unanimously approved

Waiver of Final Settlement in the estate of Cletus J. Ketterman **MOTION: Berg / unanimously approved**

The following exonerations were presented this day:

Rebecca S. Mullenax	Milroy District	2021	\$29.38 per half
Rebecca S. Mullenax	Milroy District	2020	\$29.38 per half
Rebecca S. Mullenax	Milroy District	2019	\$24.85 per half

Amanda D. Schell	Milroy District	2021	\$21.91 per half
David B. Hawkins	Milroy District	2021	\$45.63 per half
Tracey L. Kinnie	Milroy District	2021	\$162.89 per half
Donald E. Kinnie	Milroy District	2021	\$251.41 per half

MOTION: Berg / unanimously approved

4. Comments from the Public

There were no comments from the public.

5. Scheduled Appointments

- a) Auditor JB McCuskey and Skylar Wotring, WV State Auditor's Office, to discuss the Open Checkbook Program

The Open Checkbook Program organizes and streamlines accounting data. The books will be online for the public to look at. Skylar Wotring explains how the data points will be captured and used. All data points can be turned into a story. There is an ARP portal giving people the ability to send their project ideas to the county. Grant applications can be submitted on this program and it can be assigned to the correct person. There is a report that shows what projects have been approved and how the money was spent. A go live date would be approximately under a month. A projected date to launch and deploy is 03/22/2022.

- b) Mountaintop Public Service District Board Members to request funding for FY22-23.

Property & Liability Insurance cost \$12,530 in 2021, and the county gave \$5,000 towards the cost. The purchasing of new meters and filter replacements cost \$10,000. Thrasher is hoping to start the full upgrade by the end of summer.

- c) Prosecutor John Ours and Assistant Prosecutor Bradley Goldizen to discuss options for towers in Grant County.

John Ours, Prosecuting Attorney, suggested to communicate judgment action. Go to the Judge asking what can be done and serve American Tower with papers. American Towers can choose to challenge it or remain silent. American Towers want Commissioner Rigglesman to give them a counter offer, however he has done everything that can be done and prefers them to say what their request is. A Motion was made to allow John Ours and Bradley Goldizen to send a letter to American Tower's attorney stating that we are going to do a Dec Action by a certain date if we can't come to an agreement with putting Broadband on county owned towers. **MOTION:**

Rigglesman / unanimously approved

- d) Gerald Sites & Frankie Weese to present the Grant County Flood Control Dams Operation, Maintenance Funding Agreement for consideration.

There are 16 Dams located in Grant County to control flooding. Mr. Sites and Mr. Weese are requesting \$20,000 to maintain the Dams. A Motion was made to approve the funding.

MOTION: Berg / unanimously approved

- e) Bobby Funk, Grant County Ambulance, to discuss hiring employees.

Mr. Funk stated that he would like to make the following changes to his roster.

- Paramedic Colin Graham removed from the roster
- Driver Ben Hanlin removed from the roster.
- Seth Bishoff removed from the roster
- EMT & Counselor Tiffany Parks hired part time
- EMT Ashley Teter hired part time
- Scotty Miley—Part time driver volunteer

MOTION: Rigglesman / unanimously approved

- f) Bud Fisher, County Clerk, to present names of poll workers for approval.

Michelle Sites stated that Bud Fisher will not be presenting names of poll workers this meeting. Mr. Fisher wanted to meet March 8th instead of February 8th.

6. Correspondence

- a) Sheriff's Monthly Settlement dated January 31, 2022.
- b) Letter from the WV Conservation Agency acknowledging receipt of our letter regarding Certificate of Approval for the N&S Mill Creek #3 & the N&S Mill Creek #4 Dam.
- c) Landes Arts Center Association Minutes of November 3, 2021.
- d) Grant award letter from the WV Culture and History Records Management and Preservation Board approving \$9,086 to digitize grantee/grantor deed index books.
- e) Minutes of the Grant County PSD Regular Board Meeting of December 29, 2021.

7. Unfinished Business

There is no unfinished business.

8. New Business

a) For consideration the selection of experts for the review of the consultant's report from Blackrock Wind Force LLC.

Tyson Riggelman and Bradley Goldizen had a call with Nick, Dan and Jim Cookman. Clearway wants help us feel comfortable about the contract. They are offering third party assistance with a company called Westwood. Westwood deals with decommissioning, and they will look at the agreement to make sure what Clearway is saying is good information. Clearway is going to pay for these services.

9. Reports from Elected Officials

There were no reports from elected officials.

10. Reports from County Commissioners

Commissioner Riggelman stated that the Planning commission is going to start having monthly meetings. The comprehensive plan will be something that will be looked at including water protection, ordinances, public drinking water safety, PSD, chicken houses etc.

There was a public meeting for Broadband last week. The Gig Ready Project was submitted. Commissioner Riggelman wants to figure out how to get reimbursed for putting money into this project. The goal is to take that money to do more projects. Thrasher has been working with multiple counties in the state. Shentel has put money toward the projects.

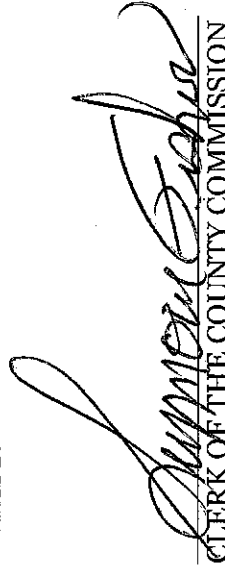
11. Approval of Expenses to be Considered for Payment (bills paid or to be paid, the invoices are available for public review by contacting the Grant County Clerk, 5 Highland Avenue, Petersburg, WV 26847, (304)257-4550)

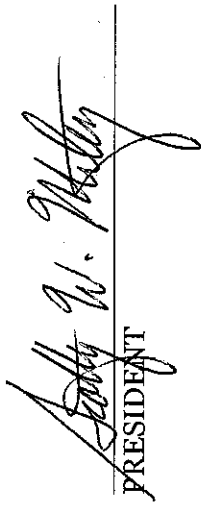
A Motion was made to approve the expenses as presented. **MOTION: Riggelman / unanimously approved**

12. Adjourn

A Motion was made to adjourn. **MOTION: Berg / unanimously approved**

ATTEST:


 CLERK OF THE COUNTY COMMISSION


 PRESIDENT

February 22, 2022
 DATE APPROVED

IN THE COUNTY COMMISSION OF GRANT COUNTY, WEST VIRGINIA

The Grant County Commission hereby orders the following actions taken by the Grant County Clerk, Seymour V. Fisher, in vacation of the County Commission be approved:

1. Wills Lodged in the Clerk's Office:

None

2. Wills Admitted to Probate:

Bobby O. Kite

3. Qualification Orders Granted in the Following Estates:

Estate

Janet Weatherholt
Bobby O. Kite

Person Qualifying:

Anthony Weatherholt, Administrator
Martha Kite, Executrix

4. Ancillary Administrations Granted for the following Decedents:

Gary D. Champ

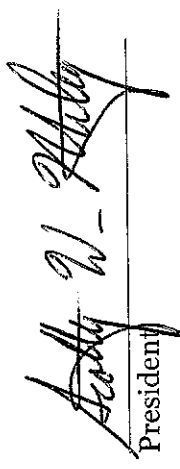
5. Small Estate Certificates and Authorizations Granted in the Following Estates:

Estate

Person Qualifying:

None

Approved this the 8th day of February, 2022.



President

State of West Virginia
 County of Grant
 5 Highland Avenue
 Petersburg, WV 26847

To the Honorable, the County of Grant County, WV

I, **Ralph G. Layton, Assessor** hereby makes application for the correction of an erroneous assessment against **Kinnie, Tracey L & Donnie in Milroy Corp.** amounting to \$ **162.89** & \$ **250.41 p h Class 3** being taxes for the year of **2021** on **Personal Property No: 20140009** valued at **20,295 & 31,200** for the following reason:

Taxpayers divorced and request separate tax bills.

Upon application of a taxpayer who is aggrieved by an erroneous assessment. The Prosecuting Attorney having had reasonable notice Of the intentions and character of the corrections desired in said application, and being present and defending the interest of the State, County, District and the Court having heard the evidence, it is ordered That said the applicants are exonerated from the payment of taxes for the year, if same has not been paid and if paid, the Sheriff refund the same, the court being of opinion that: **Ticket 302416**

Ticket A:

Kinnie Tracey L
3186 Welton Orchard Rd
Petersburg, WV 26847
07 Hyun 1905, 16 Chev 18,270
18 Star 120
Value: 20,295
Taxes: \$ 162.89 p h Cl 3

Ticket B:

Kinnie Donald E
2938 Mountain Rd
Front Royal, VA 22630
14 Chev 12000, 87 GMC 120
11 Dodg 12075, 16 Harl 7005
Value: 31,200
Taxes: \$ 250.41 p h Cl 3

The Clerk is directed to furnish a copy of this order, which, when properly endorsed, shall be a voucher for the Sheriff in his settlement.

Signature on File 01/27/22
 Taxpayer Date

Ralph G. Layton
 Assessor Date

Prosecuting Attorney Date

John D. Eason 1/31/22
Andy W. Wilby 02/08/2022
 President Date

State of West Virginia
 County of Grant
 5 Highland Avenue
 Petersburg, WV 26847

To the Honorable, the County of Grant County, WV

I, **Ralph G. Layton, Assessor** hereby makes application for the correction of an erroneous assessment against **Schell, Amanda D. & Hawkins, David B.** in **Milroy Corp.** amounting to \$ **21.91 p h & 45.63 p h Class 3** being taxes for the year of **2021** on **Personal Property no: 60000531** valued at **2,730 & 5,685** for the following reason:

Taxpayers divorced and asked for a split ticket.

Upon application of a taxpayer who is aggrieved by an erroneous assessment. The Prosecuting Attorney having had reasonable notice Of the intentions and character of the corrections desired in said application, and being present and defending the interest of the State, County, District and the Court having heard the evidence, it is ordered That said the applicants are exonerated from the payment of taxes for the year, if same has not been paid and if paid, the Sheriff refund the same, the court being of opinion that: **Ticket 302947**

Ticket A:

Schell, Amanda D.
313 Louellas Ln
Petersburg, WV 26847
09 Audi A6

Value: 2,730 Taxes: \$ 21.91 ph C13

Ticket B:

Hawkins, David B.
171 S. Mill Creek Rd Unit 2
Petersburg, WV 26847

08 BMW 3180 05 Chev 2505
Value: 5,685 Taxes: \$ 45.63 ph

The Clerk is directed to furnish a copy of this order, which, when properly endorsed, shall be a voucher for the Sheriff in his settlement.

Signature on File 01/26/22

Taxpayer

Date

Ralph G. Layton
 Assessor

01/26/22
 Date

Prosecuting Attorney

Date

John A. S. Leno
 President

03/16/22
 Date

State of West Virginia
County of Grant
5 Highland Avenue
Petersburg, WV 26847

To the Honorable, the County of Grant County, WV

I, **Ralph G. Layton, Assessor** hereby makes application for the correction of an erroneous assessment against **Mullenax, Rebecca S. in Milroy Dist.** amounting to \$ **24.8 5p h, Class 2** being taxes for the year of **2019** on **Personal Property number 20020381** valued at **7,320** for the following reason:

Taxpayer was assessed on a mobile home and does not own it.

Upon application of a taxpayer who is aggrieved by an erroneous assessment. The Prosecuting Attorney having had reasonable notice Of the intentions and character of the corrections desired in said application, and being present and defending the interest of the State, County, District and the Court having heard the evidence, it is ordered That said the applicants are exonerated from the payment of taxes for the year, if same has not been paid and if paid, the Sheriff refund the same, the court being of opinion that: **Ticket 302695**

REFUND

Exonerate: Value: 7,320 Taxes: \$ 24.85 p h Class II

Pay On: Value: 765 Taxes: \$ 5.20 p h Class III

The Clerk is directed to furnish a copy of this order, which, when properly endorsed, shall be a voucher for the Sheriff in his settlement.

Signature on File 2/4/22

Taxpayer Date

Ralph G. Layton
2/4/22

Assessor Date

John D. G. Davis 2/7/22
Prosecuting Attorney Date

Archie W. Moly 02/08/2022
President Date

State of West Virginia
County of Grant
5 Highland Avenue
Petersburg, WV 26847

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To the Honorable, the County of Grant County, WV

I, **Ralph G. Layton, Assessor** hereby makes application for the correction of an erroneous assessment against **Mullenax, Rebecca S.** in **Milroy District** amounting to \$ **29.38 p h Class 2** being taxes for the year of **2020** on **Personal Property number 302701** valued at **7,320** for the following reason:

Taxpayer was assessed on a mobile home and does not own it.

Upon application of a taxpayer who is aggrieved by an erroneous assessment. The Prosecuting Attorney having had reasonable notice Of the intentions and character of the corrections desired in said application, and being present and defending the interest of the State, County, District and the Court having heard the evidence, it is ordered That said the applicants are exonerated from the payment of taxes for the year, if same has not been paid and if paid, the Sheriff refund the same, the court being of opinion that: **Ticket 302701**

REFUND:

Exonerate: *Value:* **7,320** *Taxes:* **\$ 29.38 p h Class II**
Pay: *Value:* **585** *Taxes:* **\$ 4.70 p h Class III**

The Clerk is directed to furnish a copy of this order, which, when properly endorsed, shall be a voucher for the Sheriff in his settlement.

Signature on File *Ralph G. Layton* 2/4/22
Taxpayer *Ralph G. Layton* Date
Ralph G. Layton 2/4/22
Assessor *Ralph G. Layton* Date

Thomas V. Kuss 2/7/22
Prosecuting Attorney Date
Andy M. Hobb 02/08/2022
President Date

State of West Virginia
County of Grant
5 Highland Avenue
Petersburg, WV 26847

To the Honorable, the County of Grant County, WV

I, **Ralph G. Layton**, Assessor hereby makes application for the correction of an erroneous assessment against **Mullenax, Rebecca S. in Mitroy Corp.** amounting to \$ **29.38 p h Class 2** being taxes for the year of **2021** on **Personal Property no: 20020381** valued at **7,320** for the following reason:

Taxpayer was assessed on a mobile home and does not own it.

Upon application of a taxpayer who is aggrieved by an erroneous assessment. The Prosecuting Attorney having had reasonable notice Of the intentions and character of the corrections desired in said application, and being present and defending the interest of the State, County, District and the Court having heard the evidence, it is ordered That said the applicants are exonerated from the payment of taxes for the year, if same has not been paid and if paid, the Sheriff refund the same, the court being of opinion that: **Ticket 302668**

Exonerate: Value: 7,320 Taxes: \$ 29.38 p h Class II
Pay On: Value: 480 Taxes: \$ 3.85 p h Class III

The Clerk is directed to furnish a copy of this order, which, when properly endorsed, shall be a voucher for the Sheriff in his settlement,

Signature on File 2/4/22
Taxpayer
Ralph G. Layton
Assessor
Date 2/4/22

John A. Yelton 2/7/22
Prosecuting Attorney Date
Arthy W. Maddy 02/09/2022
President Date

Minutes of the Grant County PSD Regular Board Meeting of 10/14/2021

The Grant County Public Service District (GCPSD) Board of Directors held a regular board meeting on Thursday, October 14, 2021, 3:00 PM, at the Grant County PSD office, located on Rt. 28/55, one mile west of Petersburg, WV.

Present were: Arvel Evans, Chairman; Jerry Ours, Treasurer; Phyllis Cook, Secretary; Lorie Kimble, Supervisor; Glenn Ours, Maintenance Foreman; & Sherry Goldizen, Office Manager.

Arvel Evans called the meeting to order.

Jerry Ours motioned to approve the minutes of the regular board meeting of September 23, 2021 as presented. Phyllis Cook seconded the motion. Motion carried.

OPERATION and MAINTENANCE DEPARTMENT REPORTS:

Glenn Ours reported the following:

- 10/11/21 -- Repaired a service line water leak on Jordan Run. Estimated water loss of 20,000 gallons.

OFFICE REPORTS:

Sherry Goldizen reported the following:

- Invoices for payment w/listing to be signed.
- Termination List -- 10/13/21.
- New Taps -- 5 Grant Division.
- Water Loss -- 16% - 2,393,354 gallons = \$6791.56.
- Cash Flow.

Jerry Ours motioned to approve payment of invoices as presented. Phyllis Cook seconded the motion. Motion carried.

Sherry Goldizen informed the Board that the Working Cash Capital Checking Account has the amount of money required by WV Public Service Commission. Sherry asked the Board if they wanted to resume funding the Radio-Read Meter checking account and the Equipment Replacement Fund Checking account.

Jerry Ours motioned to continue funding the Radio-Read Meter and the Equipment Replacement Fund Account. Phyllis Cook seconded the motion. Motion carried.

INQUIRIES, REQUESTS and UPDATES for WATER LINE EXTENSIONS:
Knobley, Eston Carr & Jordan Run

Lorie Kimble informed the Board that we have not received any more Easements. She also informed the Board that she has marked all the Road Bores for this project to question during the next conference call on October 28, 2021, 4:00 PM.

OLD BUSINESS
Roof Estimate

The Board asked Sherry Goldizen to check with contractors for price quotes to repair roof.

New Phone System

Lorie Kimble informed the Board that the new telephone system is installed and working.

Hydrophone Leak Detection Device

Glenn Ours informed the Board that the Leak Detection Device will be delivered with training on October 26, 2021.

Pump Station Disconnects

Lorie Kimble informed the Board that Dustin Dayton, Electrician, is still waiting for material prices before giving us a quote on the installation of the pump station disconnects.

NEW BUSINESS:

Leak Adjustment Request(s)

Leak adjustment request(s) submitted:

Acct.# 2604	Carroll Smith	\$ 17.15
Acct.# 3229	Shannon Bobo	\$ 131.66
Acct.# 2396	Rick Feaster	\$ 33.75

Jerry Ours motioned to approve all leak adjustment request(s) submitted. Phyllis Cook seconded the motion. Motion carried.

Revision of Personnel Policy

The Board will discuss at next Board Meeting on October 28, 2021.

ANY OTHER ITEMS NEEDING DISCUSSED FOR THE GOOD OF THE ORDER

PERSONNEL:

Jerry Ours motioned to approve the Employee Time Sheets of 10/07/21 and Travis Racey's Leave Request for November 24, 29, 30 – January 1, 2, 3, 2021 as presented. Phyllis Cook seconded the motion. Motion carried.

With no other business to discuss, Jerry Ours motioned to adjourn the meeting. Phyllis Cook seconded the motion. Motion carried.

Meeting Adjourned

Arvel M. Evans

Arvel Evans, Chairman

Approval Date: _____

Phyllis Cook

Phyllis Cook, Secretary

Minutes of the Grant County PSD Regular Board Meeting of 10/28/2021

The Grant County Public Service District (GCPSD) Board of Directors held a regular board meeting on Thursday, October 28, 2021, 3:00 PM, at the Grant County PSD office, located on Rt. 28/55, one mile west of Petersburg, WV.

Present were: Arvel Evans, Chairman; Jerry Ours, Treasurer; Phyllis Cook, Secretary; Lorie Kimble, Supervisor; & Glenn Ours, Maintenance Foreman.

Arvel Evans called the meeting to order.

Jerry Ours motioned to approve the minutes of the regular board meeting of October 14, 2021 with correction. Phyllis Cook seconded the motion. Motion carried.

OPERATION and MAINTENANCE DEPARTMENT REPORTS:

Glenn Ours reported the following:

- 10/21/21 -- Repaired a service line water leak on North Fork at Virgil Mallow's residence. Estimated water loss of 50,000 gallons.
- 10/27/21 -- The Tank at Jordan Run #1 overflowed due to bad timer. Estimated water loss of 40,000 gallons.

OFFICE REPORTS:

Lorie Kimble reported the following:

- Invoices for payment w/litling to be signed.
- Terminations of Past Due Bills -- 11/09/21.
- Employee Time Summary.

Phyllis Cook motioned to approve payment of invoices as presented. Jerry Ours seconded the motion. Motion carried.

INQUIRIES, REQUESTS and UPDATES for WATER LINE EXTENSIONS:

Knobley, Eston Carr & Jordan Run

A Phone Conference Call was held at 4:00 PM to go over the project schedule. Dominick Cerrone, Carrone Associates, will be reaching out to Mr. Geary via email to check the status of easements and when the remaining will be available to mail out. The next Phone Conference Call is scheduled for November 30, 2021 @ 4 PM.

OLD BUSINESS

Roof Estimate

Nothing to report at this time.

Hydrophone Leak Detection Device

Glenn Ours informed the Board that the Leak Detection Device was delivered on October 26, 2021 and training was provided at the office.

Pump Station Disconnects

Lorie Kimble informed the Board that Dustin Dayton, Electrician, is still waiting for material prices before giving us a quote on the installation of the pump station disconnects.

Pittsburg Tank Estimate

Lorie Kimble presented the Board with a quote from Pittsburg Tank and Tower Group on relocating the tank on Morgantown East Road (Lahmansville Tank) to Jordan Run in the amount of \$232,640.00. See attached. The Board ask Lorie to contact Pittsburg Tank to get a quote on a new tank the same or similar to that size.

NEW BUSINESS:

Leak Adjustment Request(s)

Leak adjustment request(s) submitted:

Acct.# 4747	Michelle Davis	\$ 83.67
Acct.# 1785	Rocky George	\$ 122.95

Jerry Ours motioned to approve all leak adjustment request(s) submitted. Phyllis Cook seconded the motion. Motion carried.

Revision of Personnel Policy

- Time Clock Jerry Ours motioned to suspend the use of the time clock for the office personnel but suggested keeping a set lunch schedule of 11:30-12:30 and 12:30-1:30. Phyllis Cook seconded the motion. Motion carried.
- Vacation/Sick Leave Jerry Ours motioned to do away with the 2-hr. minimum requirement and change it to 1½ hour increments as needed. Phyllis Cook seconded the motion. Motion carried.
- Comp-time/Overtime No action taken.
- Mileage No action taken.
- Holidays/Time Accrued Tabled.

ANY OTHER ITEMS NEEDING DISCUSSED FOR THE GOOD OF THE ORDER

PERSONNEL:

Jerry Ours motioned to approve the Employee Time Sheets of 10/21/21. Phyllis Cook seconded the motion. Motion carried.

Jerry Ours, ask for Roger Ours (parttime employee), to be added to the Employee Time Summary and also would like to have Comp Hours on the sheet as well.

With no other business to discuss, Jerry Ours motioned to adjourn the meeting. Phyllis Cook seconded the motion. Motion carried.

Meeting Adjourned

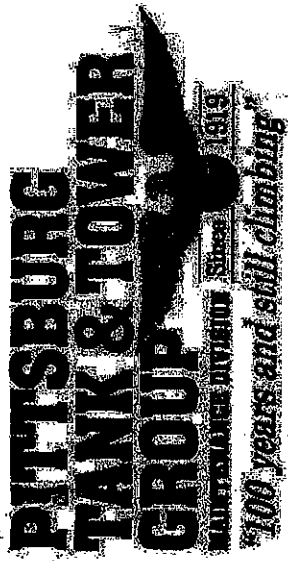
Paul W. Evans

Paul W. Evans, Chairman

Approval Date: _____

Phyllis Cook

Phyllis Cook, Secretary



1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912

www.pttg.com

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Tuesday, October 19, 2021

Glenn Ours
Manager
Grant County PSD
PO Box 806
Petersburg, WV 26847
304-257-2377
gpcsd@frontiernet.net

Glenn,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

**Pittsburg Tank & Tower Group
Maintenance Division**

**Brandon Stone
Account Executive
270-869-9400 Ext: 4662
270-873-8316 Fax
bstone@pttg.com**

**Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks**



BOOK 0029 PAGE 0036

Tuesday, October 19, 2021

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912
www.pttg.com

TO : Grant County PSD
PO Box 806
Petersburg, WV 26847
EMAIL : gepsd@frontiernet.net

ATTN : Glenn Ours
Manager
PHONE : -304-237-2377

Re: Relocated the

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following: **one (1) 49,000-gallon standpipe (12'D x 60'HT).**

**SCOPE OF WORK
(Open Shop Wages)**

Exterior Paint

\$22,530.00 Pressure wash the exterior of the tank and support structure using an anti-fungal biodegradable solution and hand tool clean as necessary. Then apply one spot prime coat of metal primer and one complete finish coat of acrylic.

Interior Paint

\$45,110.00 Sandblast, SSPC-SP10 (near white) entire interior areas. Weld seams will receive one (1) stripe coat of epoxy primer and apply an epoxy liner to the entire tank to achieve 8 to 10 mills of total dry film thickness.

Relocate Standpipe

\$97,500.00 Furnish all engineering, labor, materials, equipment, and insurance necessary to cut the above 12' x 60 standpipe in (2) pieces, move 20 miles and re-erect the standpipe on a new foundation provided by PTTG. We include spot radiography of the new welds. We do not include any testing or repair of the existing welds.

Concrete Foundation

\$67,500.00 Design of the tank foundation based on a geotechnical report being furnished by the others. Our current foundation price is based on 4000psf at 5' below grade.

**The above scope of work completed for the sum of \$232,640.00
Two Hundred Thirty-Two Thousand Six Hundred Forty Dollars and Zero Cents.**

Depending on the number of items accepted, prices may vary. Please refer to applicable codes.

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks



1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912
www.pttg.com

BOOK 0029 PAGE 0057

Tuesday, October 19, 2021

- **Warning:** Do not attach any additional loading to your tank/tower unless structural integrity is known to be sufficient. For analysis call PTTM.
- Our welders are certified in accordance with ASME section IX code.
- In the event the tank must be drained, it should be drained by the owner, prior to our arrival (refer to Item #2 on our Terms & Conditions page).
- Debris generated from repairs and/or painting will be placed in containers provided by the owner and to be disposed of by the owner.
- PTTM does not include the removal of the existing tank foundation.
- PTTM does not include any tank heating, insulation, or cathodic protection.
- Pricing is based on the site being easily accessible by tractor-trailer with no overhead or other obstructions and adequate room directly adjacent to the tank foundations for storage of materials and equipment.
- PTTM does not include any hydrostatic testing, disinfection, or bacteriological testing in our proposal.
- Our Price is based on standards OSHA requirements. We have not provided for fulltime non-productive safety, rescue team, fire watch or other dedicated personnel.
- Our price is based on standards as set forth by the applicable codes. We have not included for AISC, ISO, QP or any other certifications unless otherwise stated in this proposal. We have not included for dedicated onsite QC personnel such as NACE, CWI or other.
- PTTM has not included any special licenses, fees, permits or bonds. **No tax included.** If any are required, the cost will be added to the quoted price.

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks



BOOK 0029 PAGE 0038

Tuesday, October 19, 2021

Terms & Conditions

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- 3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- 12) This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
- 14) **OWNER / CONTRACTOR** agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

TERMS

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms

***MasterCard, Visa and American Express are accepted, with prior authorization ***

Payments made by credit card will be subject to a processing fee of 3%.

Interest will be applied to payments not received in accordance to payment terms.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted : _____, 2021

Respectfully Submitted by:

Company : Grant County PSD

**Pittsburg Tank & Tower Group
Maintenance Division**

By : _____

Jordan Pyles, Executive Director of Sales
jpyles@pttg.com
270-869-9400 Ext. 4601

Title : _____

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
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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

November 2, 2021

Grant County Commission
Scotty W. Miley, President
5 Highland Avenue
Petersburg, WV 26847

Dear Commissioner Miley:

The Grant County Commission submitted to the West Virginia Courthouse Facilities Improvement Authority ('Authority') a funding request for the 19th cycle of funding. Unfortunately, the total financial amount necessary to fund all requests surpassed the Authority's ability to provide financial assistance. Accordingly, and with regret, the Board did not vote to approve the application for financial assistance as requested by the Grant County Commission.

We will notify all County Commissions when the Authority's next funding cycle is determined. We encourage you to apply. Should you have any questions or request further details, please contact me via phone or email at Melissa.smith@wvvcfia.com.

Respectfully yours,

A handwritten signature in cursive script that reads "Melissa Smith".

Melissa Garretson Smith
Executive Director

"Preserving History. Investing in the Future."
(304) 558-5435 • Fax (304) 558-9174
www.cfia.wv.gov

Consolidated Public Retirement



EXECUTIVE DIRECTOR
Jeffrey E. Fleck

4101 MacCorkle Ave., SE
Charleston, West Virginia 25304-1636
Telephone: 304-558-3570 or 800-654-4406
Fax: 304-957-7522
Email: cprb@wv.gov
www.wvretirement.com



BOARD CHAIRMAN
Joseph G. Bunn

November 2, 2021

GRANT COUNTY COMMISSION
LORA BENNETT
5 HIGHLAND AVENUE
PETERSBURG, WV 26847

Dear Participating Employer of the Public Employees Retirement System (PERS):

Pursuant to the provisions of WV Code §5-10-31, it is the responsibility of the Board of Trustees of the WV Consolidated Public Retirement Board (Board) to determine the amount of employer contributions to be paid into the PERS Employers Accumulation Fund. The employer contribution rate is based upon the annual actuarial valuation of the assets and liabilities and is subject to be reset annually.

In order to assist with your budgeting process, we are providing a preliminary estimate of the employer contribution rate. This estimate is the same as we have provided the State Budget office for their budget planning. After initial information has been reviewed, it has been determined by our actuary that the estimated employer contribution percentage will decrease from 10.0% to 9.0% effective July 1, 2022. Please use this preliminary information for your budgetary considerations for Fiscal Year 2023.

The employer contribution rate changes are necessary to provide for the continued actuarial soundness of PERS, ensuring funding for the normal cost of expected benefits and unfunded liabilities throughout the amortization period established for the plan. It is important to note that all future employer contribution rates are subject to the annual actuarial valuation results.

Again, this is a preliminary estimate provided to you in order to assist with budgeting. Once the official contribution rate is determined, you will receive a letter informing you of the definitive amount. If you should have any questions or need any additional information, please do not hesitate to contact our Employer Reporting staff at (304) 558-3570.

Sincerely,

A handwritten signature in black ink that reads 'Jeffrey E. Fleck'.

Jeffrey E. Fleck,
Executive Director

Minutes of the Grant County PSD Regular Board Meeting of 10/14/2021

The Grant County Public Service District (GCPSD) Board of Directors held a regular board meeting on Thursday, October 14, 2021, 3:00 PM, at the Grant County PSD office, located on Rt. 28/55, one mile west of Petersburg, WV.

Present were: Arvel Evans, Chairman; Jerry Ours, Treasurer; Phyllis Cook, Secretary; Lorie Kimble, Supervisor; Glenn Ours, Maintenance Foreman; & Sherry Goldizen, Office Manager.

Arvel Evans called the meeting to order.

Jerry Ours motioned to approve the minutes of the regular board meeting of September 23, 2021 as presented. Phyllis Cook seconded the motion. Motion carried.

OPERATION and MAINTENANCE DEPARTMENT REPORTS:

Glenn Ours reported the following:

- 10/11/21 -- Repaired a service line water leak on Jordan Run. Estimated water loss of 20,000 gallons.

OFFICE REPORTS:

Sherry Goldizen reported the following:

- Invoices for payment w/listing to be signed.
- Termination List -- 10/13/21.
- New Taps -- 5 Grant Division.
- Water Loss -- 16% - 2,393,354 gallons = \$6791.56.
- Cash Flow.

Jerry Ours motioned to approve payment of invoices as presented. Phyllis Cook seconded the motion. Motion carried.

Sherry Goldizen informed the Board that the Working Cash Capital Checking Account has the amount of money required by WV Public Service Commission. Sherry asked the Board if they wanted to resume funding the Radio-Read Meter checking account and the Equipment Replacement Fund Checking account.

Jerry Ours motioned to continue funding the Radio-Read Meter and the Equipment Replacement Fund Account. Phyllis Cook seconded the motion. Motion carried.

INQUIRIES, REQUESTS and UPDATES for WATER LINE EXTENSIONS:
Knobley, Eston Carr & Jordan Run

Lorie Kimble informed the Board that we have not received any more Easements. She also informed the Board that she has marked all the Road Bores for this project to question during the next conference call on October 28, 2021, 4:00 PM.

OLD BUSINESS
Roof Estimate

The Board asked Sherry Goldizen to check with contractors for price quotes to repair roof.

New Phone System

Lorie Kimble informed the Board that the new telephone system is installed and working.

Hydrophone Leak Detection Device

Glenn Ours informed the Board that the Leak Detection Device will be delivered with training on October 26, 2021.

Pump Station Disconnects

Lorie Kimble informed the Board that Dustin Dayton, Electrician, is still waiting for material prices before giving us a quote on the installation of the pump station disconnects.

NEW BUSINESS:

Leak Adjustment Request(s)

Leak adjustment request(s) submitted:

Acct.# 2604	Carroll Smith	\$ 17.15
Acct.# 3229	Shannon Bobo	\$ 131.66
Acct.# 2396	Rick Feaster	\$ 33.75

Jerry Ours motioned to approve all leak adjustment request(s) submitted. Phyllis Cook seconded the motion. Motion carried.

Revision of Personnel Policy

The Board will discuss at next Board Meeting on October 28, 2021.

ANY OTHER ITEMS NEEDING DISCUSSED FOR THE GOOD OF THE ORDER

PERSONNEL:

Jerry Ours motioned to approve the Employee Time Sheets of 10/07/21 and Travis Racey's Leave Request for November 24, 29, 30 -- January 1, 2, 3, 2021 as presented. Phyllis Cook seconded the motion. Motion carried.

With no other business to discuss, Jerry Ours motioned to adjourn the meeting. Phyllis Cook seconded the motion. Motion carried.

Meeting Adjourned

Arvel A. Evans
Arvel Evans, Chairman

Approval Date: _____

Phyllis Cook
Phyllis Cook, Secretary

Minutes of the Grant County PSD Regular Board Meeting of 10/28/2021

The Grant County Public Service District (GCPSD) Board of Directors held a regular board meeting on Thursday, October 28, 2021, 3:00 PM, at the Grant County PSD office, located on Rt. 28/55, one mile west of Petersburg, WV.

Present were: Arvel Evans, Chairman; Jerry Ours, Treasurer; Phyllis Cook, Secretary; Lorie Kimble, Supervisor; & Glenn Ours, Maintenance Foreman.

Arvel Evans called the meeting to order.

Jerry Ours motioned to approve the minutes of the regular board meeting of October 14, 2021 with correction. Phyllis Cook seconded the motion. Motion carried.

OPERATION and MAINTENANCE DEPARTMENT REPORTS:

Glenn Ours reported the following:

- 10/21/21 -- Repaired a service line water leak on North Fork at Virgil Mallow's residence. Estimated water loss of 50,000 gallons.
- 10/27/21 -- The Tank at Jordan Run #1 overflowed due to bad timer. Estimated water loss of 40,000 gallons.

OFFICE REPORTS:

Lorie Kimble reported the following:

- Invoices for payment w/listing to be signed.
- Terminations of Past Due Bills -- 11/09/21.
- Employee Time Summary.

Phyllis Cook motioned to approve payment of invoices as presented. Jerry Ours seconded the motion. Motion carried.

INQUIRIES, REQUESTS and UPDATES for WATER LINE EXTENSIONS:

Knobley, Eston Carr & Jordan Run

A Phone Conference Call was held at 4:00 PM to go over the project schedule. Dominick Cerrone, Cerrone Associates, will be reaching out to Mr. Geary via email to check the status of easements and when the remaining will be available to mail out. The next Phone Conference Call is scheduled for November 30, 2021 @ 4 PM.

OLD BUSINESS

Roof Estimate

Nothing to report at this time.

Hydrophone Leak Detection Device

Glenn Ours informed the Board that the Leak Detection Device was delivered on October 26, 2021 and training was provided at the office.

Pump Station Disconnects

Lorie Kimble informed the Board that Dustin Dayton, Electrician, is still waiting for material prices before giving us a quote on the installation of the pump station disconnects.

Pittsburg Tank Estimate

Lorie Kimble presented the Board with a quote from Pittsburg Tank and Tower Group on relocating the tank on Morgantown East Road (Lahmansville Tank) to Jordan Run in the amount of \$232,640.00. See attached. The Board ask Lorie to contact Pittsburg Tank to get a quote on a new tank the same or similar to that size.

NEW BUSINESS:

Leak Adjustment Request(s)

Leak adjustment request(s) submitted:

Acct.# 4747	Michelle Davis	\$ 83.67
Acct.# 1785	Rocky George	\$ 122.95

Jerry Ours motioned to approve all leak adjustment request(s) submitted. Phyllis Cook seconded the motion. Motion carried.

Revision of Personnel Policy

- Time Clock Jerry Ours motioned to suspend the use of the time clock for the office personnel but suggested keeping a set lunch schedule of 11:30-12:30 and 12:30-1:30. Phyllis Cook seconded the motion. Motion carried.
- Vacation/Sick Leave Jerry Ours motioned to do away with the 2-hr. minimum requirement and change it to 1/2 hour increments as needed. Phyllis Cook seconded the motion. Motion carried.
- Comp-time/Overtime No action taken.
- Mileage No action taken.
- Holidays/Time Accrued Tabled.

ANY OTHER ITEMS NEEDING DISCUSSED FOR THE GOOD OF THE ORDER

PERSONNEL:

Jerry Ours motioned to approve the Employee Time Sheets of 10/21/21. Phyllis Cook seconded the motion. Motion carried.

Jerry Ours, ask for Roger Ours (parttime employee), to be added to the Employee Time Summary and also would like to have Comp Hours on the sheet as well.

With no other business to discuss, Jerry Ours motioned to adjourn the meeting. Phyllis Cook seconded the motion. Motion carried.

Meeting Adjourned

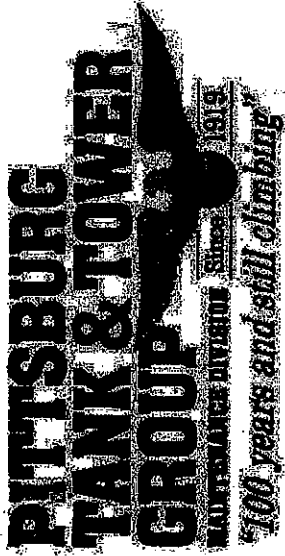


Arvel Evans, Chairman

Approval Date: _____



Phyllis Cook, Secretary



1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912
www.pttg.com

BOOK 0029 PAGE 0045
Tuesday, October 19, 2021

Glenn Ours
Manager
Grant County PSD
PO Box 806
Petersburg, WV 26847
304-257-2377
gcpsd@frontiernet.net

Glenn,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

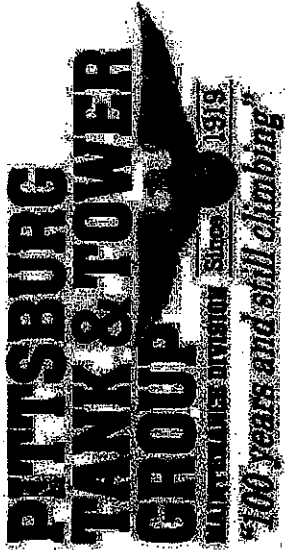
Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

**Pittsburg Tank & Tower Group
Maintenance Division**

Brandon Stone
Account Executive
270-869-9400 Ext: 4662
270-873-8316 Fax
bstone@pttg.com

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
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1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912
www.pttg.com

BOOK 0029 PAGE 0046

Tuesday, October 19, 2021

TO : Grant County PSD
PO Box 806
Petersburg, WV 26847

EMAIL : gepsd@frontiernet.net

ATTN : Glenn Ours
Manager

PHONE : -304-257-2377

Re: Relocated the

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following: **one (1) 49,000-gallon standpipe (12'D x 60'HT).**

**SCOPE OF WORK
(Open Shop Wages)**

Exterior Paint

\$22,530.00 Pressure wash the exterior of the tank and support structure using an anti-fungal biodegradable solution and hand tool clean as necessary. Then apply one spot prime coat of metal primer and one complete finish coat of acrylic.

Interior Paint

\$45,110.00 Sandblast, SSFC-SP10 (near white) entire interior areas. Weld seams will receive one (1) stripe coat of epoxy primer and apply an epoxy liner to the entire tank to achieve 8 to 10 mils of total dry film thickness.

Relocate Standpipe

\$97,500.00 Furnish all engineering, labor, materials, equipment, and insurance necessary to cut the above 12'x 60 standpipe in (2) pieces, move 20 miles and re-erect the standpipe on a new foundation provided by PTTG. We include spot radiography of the new welds. We do not include any testing or repair of the existing welds.

Concrete Foundation

\$67,500.00 Design of the tank foundation based on a geotechnical report being furnished by the others. Our current foundation price is based on 4000psf at 5'below grade.

**The above scope of work completed for the sum of \$232,640.00
Two Hundred Thirty-Two Thousand Six Hundred Forty Dollars and Zero Cents.**

Depending on the number of items accepted, prices may vary. Please refer to applicable codes.

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Henderson, KY 42419
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BOOK 0029 PAGE 1047
Tuesday, October 19, 2021 10:47

- Warning: Do not attach any additional loading to your tank/tower unless structural integrity is known to be sufficient. For analysis call PTTM.
- Our welders are certified in accordance with ASME section IX code.
- In the event the tank must be drained, it should be drained by the owner, prior to our arrival (refer to Item #2 on our Terms & Conditions page).
- Debris generated from repairs and/or painting will be placed in containers provided by the owner and to be disposed of by the owner.
- PTTM does not include the removal of the existing tank foundation.
- PTTM does not include any tank heating, insulation, or cathodic protection.
- Pricing is based on the site being easily accessible by tractor-trailer with no overhead or other obstructions and adequate room directly adjacent to the tank foundations for storage of materials and equipment.
- PTTM does not include any hydrostatic testing, disinfection, or bacteriological testing in our proposal.
- Our Price is based on standards OSHA requirements. We have not provided for fulltime non-productive safety, rescue team, fire watch or other dedicated personnel.
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New and Used Tanks



BOOK 0029 PAGE 0048

Tuesday, October 19, 2021

Terms & Conditions

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
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50% with Order, Balance upon Completion OR Mutually Agreed Payment Terms

MasterCard, Visa and American Express are accepted, with prior authorization

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The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted : _____, 2021

Respectfully Submitted by:

Company : Grant County PSD

**Pittsburg Tank & Tower Group
Maintenance Division**

By : _____

Jordan Pyles, Executive Director of Sales
jpyles@pttg.com
270-869-9400 Ext: 4601

Title : _____

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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

November 2, 2021

Grant County Commission
Scotty W. Miley, President
5 Highland Avenue
Petersburg, WV 26847

Dear Commissioner Miley:

The Grant County Commission submitted to the West Virginia Courthouse Facilities Improvement Authority ("Authority") a funding request for the 19th cycle of funding. Unfortunately, the total financial amount necessary to fund all requests surpassed the Authority's ability to provide financial assistance. Accordingly, and with regret, the Board did not vote to approve the application for financial assistance as requested by the Grant County Commission.

We will notify all County Commissions when the Authority's next funding cycle is determined. We encourage you to apply. Should you have any questions or request further details, please contact me via phone or email at Melissa.smith@wvcfia.com.

Respectfully yours,

A handwritten signature in cursive script that reads "Melissa Smith".

Melissa Garretson Smith
Executive Director

"Preserving History. Investing in the Future."
(304) 558-5435 • Fax (304) 558-9174
www.cfia.wv.gov

Consolidated Public Retirement



EXECUTIVE DIRECTOR
Jeffrey E. Fleck

4101 MacCorkle Ave., SE
Charleston, West Virginia 25304-1636
Telephone: 304-558-3570 or 800-654-4406
Fax: 304-957-7522
Email: cprb@wv.gov
www.wvretirement.com



BOARD CHAIRMAN
Joseph G. Bunn

November 2, 2021

GRANT COUNTY COMMISSION
LORA BENNETT
5 HIGHLAND AVENUE
PETERSBURG, WV 26847

Dear Participating Employer of the Public Employees Retirement System (PERS):

Pursuant to the provisions of WV Code §5-10-31, it is the responsibility of the Board of Trustees of the WV Consolidated Public Retirement Board (Board) to determine the amount of employer contributions to be paid into the PERS Employers Accumulation Fund. The employer contribution rate is based upon the annual actuarial valuation of the assets and liabilities and is subject to be reset annually.

In order to assist with your budgeting process, we are providing a preliminary estimate of the employer contribution rate. This estimate is the same as we have provided the State Budget office for their budget planning. After initial information has been reviewed, it has been determined by our actuary that the estimated employer contribution percentage will decrease from 10.0% to 9.0% effective July 1, 2022. Please use this preliminary information for your budgetary considerations for Fiscal Year 2023.

The employer contribution rate changes are necessary to provide for the continued actuarial soundness of PERS, ensuring funding for the normal cost of expected benefits and unfunded liabilities throughout the amortization period established for the plan. It is important to note that all future employer contribution rates are subject to the annual actuarial valuation results.

Again, this is a preliminary estimate provided to you in order to assist with budgeting. Once the official contribution rate is determined, you will receive a letter informing you of the definitive amount. If you should have any questions or need any additional information, please do not hesitate to contact our Employer Reporting staff at (304) 558-3570.

Sincerely,

Jeffrey E. Fleck,
Executive Director