

CALHOUN COUNTY COMMISSION MEETING

Monday, July 12, 2021

9:00 a.m.

AGENDA

MEETING ALSO BY ZOOM

Meeting #5936021621 Password 1234

Participate by Phone: +13126266799 or +19292056099 (Both Numbers are Toll Free)

Call To Order:

- I. Pledge of Allegiance:
 - II. Approve Minutes: June 28, 2021
 - II. Delegations/Requests:
 - A.
 - III. Reports
 - A. E-911, LEPC and OES
 - B. Ambulance
 - C. Wood Festival Committee
 - D. CRI
 - E. County Park
 - F. 4-H Programs
 - G. FRN
 - H. Home Confinement Report
 - I. Sheriff's Report
 - J. Little Kanawha Area Development Corporation
 - K. Broadband Committee – Horst Motz
 - IV. New Business:
 - A. Hazard Mitigation Payment Request
 - B. Poll Workers – August 10, 2021 Special Election
 - V. Old Business:
 - A. COVID-19 Grant
 - B. Civil Service Board
 - VI. Personnel Items:
 - A.
-

- VII. Appointments to Boards and Authority:
 - A. Mt. Zion PSD Board

 - VIII. Grants, Contracts, Applications and Resolutions:
 - A.

 - IX. Erroneous Tax Assessments/Consolidations:

 - X. Fiduciary Items:
 - A. Findings Warren E Kerby II Estate

 - XI. Financial Items:
 - A. Budget Revision #1
 - B. Budget Revision #1 Coal Severance

 - XII. Invoices Paid Need to be Approved FY2021:
 - A. General Fund - \$72,599.11
 - B. Fines Fund - \$22,459.72
 - C. Magistrate Fund - \$372.14
 - D. Worthless Check - \$600.00 **GRAND TOTAL \$96,030.97**

 - XIII. Invoices Paid Need to be Approved FY2022:
 - A. General Fund - \$30,934.13
 - B. E911 - \$1,160.94 **GRAND TOTAL \$32,095.07**

 - XIV. Financial Statements:
 - A. Financial Statements May and June2021

 - XV. Bonds, Wills, Settlements and Orders:

 - XVI. Executive Session:

 - XVII. Adjournment - Next Meeting: August 9, 2021
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CALHOUN COUNTY COMMISSION MEETING
June 28, 2021

The meeting of the Calhoun County Commission was called to order on Monday, June 28, 2021 at 9:00 a.m. in person and utilizing zoom because of the coronavirus. Present: Commissioners Helmick, Hicks and Walker and County Clerk, Jean Simers. President Hicks led the group in the Pledge of Allegiance.

Others present: Brian Aluise, Bill Bailey, Randy Ball (zoom), Warren Basnett, Sheila Burch, Dale Cunningham, Jason Nettles, Judy Powell, Julie Sears, and Steve Whited

Randy Ball, President of the building commission, was present by zoom, and Judy Powell was present in the courtroom, but there were not enough members present to have an official meeting. Steve Whited, Minnie Hamilton Health Center CEO, did speak to the group regarding the Memorandum of Understanding with the Mid-Ohio Valley Health Department; the property lease between the Building Commission and Minnie Hamilton health System; and the renovations planned for the long-term care unit. Mr. Whited will send out information to all building commission members and seek approval through emails.

Commissioner Helmick moved and Commissioner Walker seconded to approve the minutes of the May 10, 2021; May 27, 2021 (special); and June 16, 2021 (special) meetings. Motion carried unanimously.

Julie Sears, E911, spoke to the Commission regarding the center. Calls are increasing with 510 calls in May. The CAD system should be installed the second week of August. They are purchasing a new desk system which will be advertised for bids. She also reported the ambulance has reduced their loan balance to \$150,000.00 and they are running 1 truck.

The County Park received a grant for \$150,000.00 from PACF for a chair lift.

Commissioner Walker reported the FRN will re-open their Thrift Store on July 19, 2021 and will have apartments for rent August 1, 2021.

Sheila Burch, LKADC, reported on the broadband situation. ROC has proposals for sixteen counties.

Commissioner Walker moved and Commissioner Helmick seconded to approve the 2021-2022 schedule of meetings with revisions. Motion carried unanimously.

Commissioner Walker moved and Commissioner Helmick seconded to approve the FEMA drawdown of \$2,400.00. Motion carried unanimously.

Commissioner Helmick moved and Commissioner Walker seconded to approve the FEMA Change of Scope request for additional funding. Motion carried unanimously.

Commissioner Helmick moved and Commissioner Walker seconded to approve the payment of the \$2,000.00 membership fee for RC&D. Motion carried unanimously.

Commissioner Helmick moved and Commissioner Walker seconded to accept the resignation of Wiley Raines. Motion carried unanimously.

Commissioner Walker moved and Commissioner Helmick seconded to accept the resignation of Mindy Barr. Motion carried unanimously.

Commissioner Helmick moved and Commissioner Walker seconded to approve the employment of Cody Parsons as Home Confinement officer effectively July 1, 2021 at a rate of \$10.00 per hour. Motion carried unanimously.

No action taken on the Mt. Zion PSD Board.

Commissioner Helmick moved and Commissioner Walker seconded to approve the contract with Karen Elkin for the Circuit Clerk's office at a rate of \$150.00 per day effective June 15, 2021. Motion carried unanimously.

Commissioner Helmick moved and Commissioner Walker seconded to approve the following consolidations/erroneous tax assessments:

ERRONEOUS TAX		
BAILEY, DAVID	WASHINGTON	TICKET #2155, 21576 AND #21610
JONES, DAKOTA	WASHINGTON	TICKET #80000351
McCOY, BRANDON	WASHINGTON	TICKET #80001057
HARDWAY, WAYNE	LEE	TICKET #80000640

JETT, RONZEL	WASHINGTON	TICKET #304292 AND #80001118
McCKOWN, CLARENCE	LEE	TICKET #300000415
CONSOLIDATION		
FREDERICK, JEREMY AND ASHLEY	SHERMAN	MAP 18 PARCEL 18 AND 19
SATTERFIELD, STEPHEN	CORPORATION	MAP 3 PARCELS 152.3001 AND 152.3003
SATTERFIELD, STEPHEN	CENTER	ACCT #234-3001 AND 234-2002
SATTERFIELD, STEPHEN	CENTER	ACCT #233-3001 AND 233-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #235-3001 AND 235-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #381-3001 AND 381-3002
SATTERFIELD, STEPEHEN	CENTR	ACCT #375-3001 AND 375-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #374-3001 AND 374-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #376-3001 AND 376-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #377-3001 AND 377-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #378-3001 AND 378-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #379-3001 AND 379-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #380-3001 AND 380-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #382-3001 AND 382-3002
SATTERFIELD, STEPHEN	CENTER	ACCT #383-3001 AND 383-3002
SATTERFIELD, STEPHEN	CORPORATION	ACCT #3-129-3001 AND 3-129-3002
SATTERFIELD, STEPHEN	LEE	ACCT #797-3001 AND 797-3002
SATTERFIELD, STEPHEN	LEE	ACCT #798-3001 AND

		798-3002
SATTERFIELD, STEPHEN	LEE	ACCT #799-3001 AND 799-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1109-3001 AND #1109-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1110-3001 AND 1110-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1111-3001 AND 1111-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1112-3001 AND 1112-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1113-3001 AND 1113-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1114-3001 AND 1114-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1115-3001 AND 1115-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1116-3001 AND 1116-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1117-3001 AND 1117-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1118-3001 AND 1118-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1119-3001 AND 1119-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1120-3001 AND 1120-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1121-3001 AND 1121-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1122-3001 AND 1122-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1123-3001 AND 1123-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1124-3001 AND 1124-3002
SATTERFIELD, STEPHEN	LEE	ACCT #1125-3001 AND 1125-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #352-3001 AND 352-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #353-3001 AND

		353-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #354-3001 AND 354-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #355-3001 AND 355-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #356-3001 AND 356-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #536-3001 AND 536-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #537-3001 AND 537-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #538-3001 AND 538-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #539-3001 AND 539-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #540-3001 AND 540-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #541-3001 AND 541-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #542-3001 AND 542-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #543-3001 AND 543-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #544-3001 AND 544-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #545-3001 AND 545-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #546-3001 AND 546-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #547-3001 AND 547-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #548-3001 AND 548-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #549-3001 AND 549-3002
SATTERFIELD, STEPHEN	SHERIDAN	ACCT #550-3001 AND 550-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #12-34-3005 AND 12-34-3006
SATTERFIELD, STEPHEN	SHERMAN	ACCT #385-3001 AND

		385-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #386-3001 AND 386-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #387-3001 AND 387-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #586-3001 AND 586-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #587-3001 AND 587-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #588-3001 AND 588-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #589-3001 AND 589-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #590-3001 AND 590-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #591-3001 AND 591-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #592-3001 AND 592-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #593-3001 AND 593-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #594-3001 AND 594-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #595-3001 AND 595-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #596-3001 AND 596-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #597-3001 AND 597-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #598-3001 AND 598-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #599-3001 AND 599-3002
SATTERFIELD, STEPHEN	SHERMAN	ACCT #600-3001 AND 600-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #937-3001 AND 937-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #938-3001 AND 938-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #939-3001 AND

		939-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1261-3001 AND 1261-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1262-3001 AND 1262-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1263-3001 AND 1263-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1264-3001 AND 1264-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1265-3001 AND 1265-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1266-3001 AND 1266-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1267-3001 AND 1267-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1268-3001 AND 1268-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1269-3001 AND 1269-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1270-3001 AND 1270-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1271-3001 AND 1271-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1272-3001 AND 1272-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1273-3001 AND 1273-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1274-3001 AND 1274-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1275-3001 AND 1275-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1276-3001 AND 1276-3002
SATTERFIELD, STEPHEN	WASHINGTON	ACCT #1277-3001 AND 1277-3002

Motion carried unanimously.

Clerk Simers gave an update on three estates – Milton Cain, Warren E. Kerby and Roy Cunningham.

Commissioner Walker moved and Commissioner Helmick seconded to approve the following:

- A. In-House Budget Transfer #8 and Resolution
- B. Invoices Paid Need to Be Approved:
 - 1. General Fund - \$161,071.88
 - 2. Coal Severance - \$1,968.18
 - 3. Magistrate - \$372.14
 - 4. E911 - \$40,097.38
 - 5. Home Confinement - \$4,116.72 **GRAND TOTAL \$207,644.30**
- C. Payment of \$60,000.00 toward the jail bill
- D. Bonds, Wills, Settlements and Orders: See Page ____.

Motion carried unanimously.

President Hicks adjourned the meeting at 11:15 a.m. with the next meeting scheduled for Monday, July 12, 2021 at 9:00 a.m.

Michael Hicks, President

Kevin Helmick

Matthew Walker

CALHOUN COUNTY E-911

End Of Month Report

6/01/2021 To 6/30/2021

(Filtered by Report Number Assigned)

<u>NATURE DESCRIPTION</u>	<u>NATURE CODE</u>	<u>ALL CALLS</u>
911 ABANDONED CALL	911 ABAN	20
911 CHILD PLAYING ON PHONE	911 CHIL	1
911 Dispatch Mistake Cancel	911 CANC	3
911 Hang Up	911H	8
911 Hangup Weather Problem	WEATHER	5
911 Mistake	911M	9
911 Open Line	911O	11
Abandoned Vehicle	043.02	1
Alarm - Intrusion / Burglary	060.01	1
Alarm - Other	060.04	1
Alarm Burglary	ALARMS	3
ALS REQ	ALS REQ	2
Animal Abuse/Neglect	011.00	1
Animal Problem	011.01	6
Assault - Other	067.02	1
Atv/Utv Accident	ATV	1
Auto Accident	SIG6	5
Auto Accident W/Injuries	SIG6A	1
B.O.L.O.	B.O.L.O.	1
B/P ISSUES	B/P ISSU	2
Back Pain	048.06	1
BEE STING	BEE	1
Break And Entering	SIG16	4
Breathing Problems	048.10	3
Cancelled - Caller Request	CAN	1
Chest Pain	048.16	5
Child Custody Case	003.00	1
CIVIL PROCESS SERVE PAPERS	CIVIL PR	9
CPS REFERRAL/FOLLOW-UP	CPS REF	1
Diabetic Problem	048.23	1
Disabled Motorist	DIS	2
Dispute - Active	016.05	1
Domestic Active	DOM	1
Domestic Dispute - Active Physical	016.00	1
Domestic Dispute - Inactive	016.01	1
Domestic Dispute - Verbal	016.02	1
Domestic Inactive	DOM IN.	2
Domestic Verbal	DOM V	2
Duplicate Call	DUPL	27
DVP Served Or Attempted	DVP	3

CALHOUN COUNTY E-911
End Of Month Report
6/01/2021 To 6/30/2021
(Filtered by Report Number Assigned)

<u>NATURE DESCRIPTION</u>	<u>NATURE CODE</u>	<u>ALL CALLS</u>
DVP Violation	DVP VIOL	1
Falls	048.29	27
Fire - Electrical	054.18	1
Fire - Hospital / Nursing / School	054.21	1
Fire - House / Mobile Home - Single	054.23	2
Fire - Other	054.30	2
Fire - Structure/Apartment	054.29	1
Fire /Smoke Alarm	F ALARM	1
General Illness	GEN	18
General Relay Of Info	GEN RELY	13
General Weakness	GEN.WEAK	3
Harassment	016.08	1
HIGH WATER	HI/W	2
Hit And Run	SIG7	1
Hypotension/Low Bp	HYP0	1
INFO IN DISPATCH FORM	OTHER	8
Information Request	INFO	8
Investigation / Followup	INV	10
Investigation- Officer Initiated	INVEST	3
Juvenile Problem	035.00	3
LANDING ZONE	LZ	12
LOCKED IN VEHICLE	L.I.V	1
Loud - Other Noise Problem	031.02	1
Medical Alert	MED ALER	1
MENTAL HYGIENE	METHYG	1
Missing Child	019.00	1
Missing Person	019.01	1
Motor Vehicle Accident With Injurie	SIG-6A	2
MUD SLIDE	M/S	1
NATURAL GAS LEAK	NAT GAS	1
Non Emergency 911	NO EMER	2
NRP License Check	NRPLIC	1
Passed Out/Fainted	PASS	1
PERSON WALKING ALONG ROAD	PER WALK	1
Police - Other	POL-OTH	1
Property - Watch	005.03	1
ROAD HAZZARD	RD HAZ	41
Search Warrant	SEARCH	1
Seizures	048.43	4
SNAKE BITE	SNAKE BI	1

CALHOUN COUNTY E-911
End Of Month Report
6/01/2021 To 6/30/2021
(Filtered by Report Number Assigned)

<u>NATURE DESCRIPTION</u>	<u>NATURE CODE</u>	<u>ALL CALLS</u>
START CALL # BY MISTAKE	MISTAKE	1
Stolen Property	STOLEN	1
STOMACH PROBLEMS	STOM PRO	4
Stroke	048.46	4
Suicial Ideations	SI	1
Suspicious Activity	SUSP	4
Suspicious Person	030.00	3
Suspicious Vehicle	030.01	5
TELEMARKETER	TEL MKT	1
TESTING EQUIPMENT	TEST EQU	1
Threats	THREATS	1
Traffic Stop	038.00	30
Trespassing	SIG33	6
Unconscious/Unresponsive	048.49	2
Unresponsive	UNR	1
Vehicle Tow	049.00	1
Water Rescue	WR	1
Well Being Check	026.00	6
Wildlife On Property	DNR1	3
Wreckless Driver	WRECK DR	5
TOTAL CALLS FOR ALL DEPARTMENTS:		415

CALHOUN COUNTY E-911
End Of Month Report
6/01/2021 To 6/30/2021
(Filtered by Unit Department Assignment)

Atv/Utv Accident	NATURE CODE: ATV	1	0
Auto Accident	NATURE CODE: SIG6	4	0
Break And Entering	NATURE CODE: SIG16	1	0
CIVIL PROCESS SERVE PAPERS	NATURE CODE: CIVIL PR	1	0
Disabled Motorist	NATURE CODE: DIS	1	0
Domestic Active	NATURE CODE: DOM	1	0
Domestic Dispute - Active Physical	NATURE CODE: 016.00	1	0
Domestic Dispute - Inactive	NATURE CODE: 016.01	1	0
Domestic Dispute - Verbal	NATURE CODE: 016.02	1	0
Domestic Inactive	NATURE CODE: DOM IN.	2	0
Domestic Verbal	NATURE CODE: DOM V	2	0
DVP Served Or Attempted	NATURE CODE: DVP	1	0
DVP Violation	NATURE CODE: DVP VIOL	1	0
Fire - House / Mobile Home - Single	NATURE CODE: 054.23	1	0
General Relay Of Info	NATURE CODE: GEN RELY	2	0
Investigation / Followup	NATURE CODE: INV	9	0
Investigation- Officer Initiated	NATURE CODE: INVEST	3	0
Missing Child	NATURE CODE: 019.00	1	0
Motor Vehicle Accident With Injurie	NATURE CODE: SIG-6A	1	0
PERSON WALKING ALONG ROAD	NATURE CODE: PER WALK	1	0
Police - Other	NATURE CODE: POL-OTH	1	0
Property - Watch	NATURE CODE: 005.03	1	0
ROAD HAZZARD	NATURE CODE: RD HAZ	1	0
Search Warrant	NATURE CODE: SEARCH	1	0
Suicial Ideations	NATURE CODE: SI	1	0
Suspicious Activity	NATURE CODE: SUSP	3	0
Suspicious Person	NATURE CODE: 030.00	1	0
Suspicious Vehicle	NATURE CODE: 030.01	4	0
Traffic Stop	NATURE CODE: 038.00	16	0
Trespassing	NATURE CODE: SIG33	3	0
Unconscious/Unresponsive	NATURE CODE: 048.49	1	0
Well Being Check	NATURE CODE: 026.00	1	0
Wreckless Driver	NATURE CODE: WRECK DR	1	0
Totals For: West Virginia State Police		75	0

End Of Month Report

6/01/2021 To 6/30/2021

(Filtered by Unit Department Assignment)

9 CALHOUN CO. D.N.R.

		ALL CALLS	CALLS WITH RPT NO
		<small>(WITH AT LEAST ONE AGENCY UNIT ON SCENE)</small>	
Alarm - Intrusion / Burglary	NATURE CODE: 060.01	1	0
CIVIL PROCESS SERVE PAPERS	NATURE CODE: CIVIL PR	1	0
Domestic Dispute - Verbal	NATURE CODE: 016.02	1	0
Domestic Inactive	NATURE CODE: DOM IN.	1	0
General Relay Of Info	NATURE CODE: GEN RELY	1	0
NRP License Check	NATURE CODE: NRPLIC	1	0
Traffic Stop	NATURE CODE: 038.00	2	0
Trespassing	NATURE CODE: SIG33	1	0
Well Being Check	NATURE CODE: 026.00	1	0
Wildlife On Property	NATURE CODE: DNR1	2	0
Totals For: CALHOUN CO. D.N.R.		12	0

21 GRANTSVILLE VOL. FIRE DEPT.

		ALL CALLS	CALLS WITH RPT NO
		<small>(WITH AT LEAST ONE AGENCY UNIT ON SCENE)</small>	
Atv/Utv Accident	NATURE CODE: ATV	1	0
Auto Accident	NATURE CODE: SIG6	1	0
Falls	NATURE CODE: 048.29	2	0
Fire - House / Mobile Home - Single	NATURE CODE: 054.23	2	0
Fire - Other	NATURE CODE: 054.30	2	0
LANDING ZONE	NATURE CODE: LZ	11	0
Missing Child	NATURE CODE: 019.00	1	0
Motor Vehicle Accident With Injurie	NATURE CODE: SIG-6A	1	0
Totals For: GRANTSVILLE VOL. FIRE DEPT.		21	0

22 UPPER WEST FORK VOL. FIRE DEPT.

		ALL CALLS	CALLS WITH RPT NO
		<small>(WITH AT LEAST ONE AGENCY UNIT ON SCENE)</small>	
Fire - House / Mobile Home - Single	NATURE CODE: 054.23	1	0
Totals For: UPPER WEST FORK VOL. FIRE DEPT.		1	0

23 ARNOLDSBURG VOL. FIRE DEPT.

		ALL CALLS	CALLS WITH RPT NO
		<small>(WITH AT LEAST ONE AGENCY UNIT ON SCENE)</small>	
Auto Accident	NATURE CODE: SIG6	1	0
Fire - House / Mobile Home - Single	NATURE CODE: 054.23	1	0
ROAD HAZZARD	NATURE CODE: RD HAZ	4	0
Unconscious/Unresponsive	NATURE CODE: 048.49	1	0
Totals For: ARNOLDSBURG VOL. FIRE DEPT.		7	0

27 Smithville

		ALL CALLS	CALLS WITH RPT NO
		<small>(WITH AT LEAST ONE AGENCY UNIT ON SCENE)</small>	
Fire - House / Mobile Home - Single	NATURE CODE: 054.23	1	0

CALHOUN COUNTY E-911
End Of Month Report
6/01/2021 To 6/30/2021
(Filtered by Unit Department Assignment)

Totals For: Smithville		1	0
29 CALHOUN EMS		ALL CALLS	CALLS WITH RPT NO
		<small>(WITH AT LEAST ONE AGENCY UNIT ON SCENE)</small>	
Assault - Other	NATURE CODE: 067.02	1	0
Atv/Utv Accident	NATURE CODE: ATV	1	0
Auto Accident	NATURE CODE: SIG6	3	0
B/P ISSUES	NATURE CODE: B/P ISSU	1	0
Back Pain	NATURE CODE: 048.06	1	0
BEE STING	NATURE CODE: BEE	1	0
Breathing Problems	NATURE CODE: 048.10	3	0
Chest Pain	NATURE CODE: 048.16	4	0
Diabetic Problem	NATURE CODE: 048.23	1	0
Domestic Dispute - Active Physical	NATURE CODE: 016.00	1	0
Falls	NATURE CODE: 048.29	24	0
Fire - House / Mobile Home - Single	NATURE CODE: 054.23	1	0
General Illness	NATURE CODE: GEN	12	0
General Weakness	NATURE CODE: GEN.WEAK	3	0
Hypotension/Low Bp	NATURE CODE: HYPO	1	0
Medical Alert	NATURE CODE: MED ALER	1	0
Missing Child	NATURE CODE: 019.00	1	0
Motor Vehicle Accident With Injurie	NATURE CODE: SIG-6A	1	0
Seizures	NATURE CODE: 048.43	4	0
SNAKE BITE	NATURE CODE: SNAKE BI	1	0
STOMACH PROBLEMS	NATURE CODE: STOM PRO	2	0
Stroke	NATURE CODE: 048.46	4	0
Unconscious/Unresponsive	NATURE CODE: 048.49	2	0
Unresponsive	NATURE CODE: UNR	1	0
Totals For: CALHOUN EMS		75	0

Letter of Credit Payment Request Hazard Mitigation Grant Program

Cost Share Rate: Federal 75% State 25% Request # 3,4,5,6

FEMA Identifier FEMA-DR-4273-WV-0039 Date: 6/30/2021

Applicant: Calhoun County Commission FIPS# 54013

Address: PO Box 230, Grantsville, WV 26147 CFDA #: 97.039

	Approved Amount	Amount Disbursed to Date	Amount Remaining	Amount Billed This Request	Amount Remaining After Request
Federal:	\$59,325.000	\$32,551.500	\$26,773.500	\$7,072.418	\$19,701.082
State:	\$19,775.000	\$10,850.500	\$8,924.500	\$2,357.473	\$6,567.027
Total:	\$79,100.000	\$43,402.000	\$35,698.000	\$9,429.891	\$26,268.109
Total Authorized Payment Amount:				\$9,429.891	

I certify that I am the fully qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts and that the amounts claimed have been expended by the herein named claimant.

Michael Hicks Michael Hick 7/2/21
 (Print and Sign) Applicant's Authorized Agent Date

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested. I am familiar with the appropriate sections of Public Law 93-288.

 (Print and Sign) State Project Officer Date

 (Print and Sign) State Hazard Mitigation Officer Date

 (Print and Sign) Chief Mitigation and Recovery Date

 (Print and Sign) Governor's Authorized Representative Date

FEMA-4273-DR-WV- 0039

4273DRWVP000395, DUNS: 026940098, FIPS 054-54013, DATE 01/30/2022

39 Calhoun County Landslide
Acq/Demo

		ORIGINAL AWARD	COMMITTED	SPENT	REMAINING	DEOBLIGATIONS
Total Grant		\$ 79,100.000	\$ 79,100.000	\$ 52,831.890	\$ 26,268.110	\$ -
Federal Share		\$ 59,325.000	\$ 59,325.000	\$ 39,623.918	\$ 19,701.083	\$ -
Non-Federal Share		\$ 19,775.000	\$ 19,775.000	\$ 13,207.973	\$ 6,567.028	\$ -
Request For Funds	LCPR Date	Total Amount of Check	Federal Contribution	State Contribution	Amount Remaining	SmartLink Drawdown
1 Acquisition 1 property	4/16/2019	\$ 42,000.000	\$ 31,500.000	\$ 10,500.000	\$ 37,100.000	\$ 31,500.000
2 Legal Services	4/16/2019	\$ 1,402.000	\$ 1,051.500	\$ 350.500	\$ 35,698.000	\$ 1,051.500
3 Demolition Fees	6/30/2021	\$ 5,800.000	\$ 4,350.000	\$ 1,450.000	\$ 29,898.000	\$ 4,350.000
4 Asbestos Inspection	6/30/2021	\$ 925.000	\$ 693.750	\$ 231.250	\$ 28,973.000	\$ 693.750
5 Advertising	6/30/2021	\$ 189.090	\$ 141.818	\$ 47.273	\$ 28,783.910	\$ 141.818
6 Project management	6/30/2021	\$ 2,515.800	\$ 1,886.850	\$ 628.950	\$ 26,268.110	\$ 1,886.850
7		\$ -	\$ -	\$ -	\$ 26,268.110	\$ -
8		\$ -	\$ -	\$ -	\$ 26,268.110	\$ -
9		\$ -	\$ -	\$ -	\$ 26,268.110	\$ -
10		\$ -	\$ -	\$ -	\$ 26,268.110	\$ -
11		\$ -	\$ -	\$ -	\$ 26,268.110	\$ -
12		\$ -	\$ -	\$ -	\$ 26,268.110	\$ -

CALHOUN COUNTY COMMISSION

P.O. Box 230
Grantsville, West Virginia 26147
Phone: 304-354-6725 Fax: 304-354-6447

Michael Hicks, President
Kevin Helmick
Matthew Walker

Jean Simers, County Clerk
calhounclerk@gmail.com

June 28, 2021

Amberlea Perks
Mitigation Project Officer
WV Emergency Management Division
2403 Fairlawn Avenue
Dunbar, WV 25064

Re: FEMA-DR-4273-WV-0039

Dear Ms. Perks,

The Calhoun County Commission requests a total reimbursement of \$9,429.89.

This request is for the following services:

Demolition - \$5,800.00
Project Management - \$2,515.80
Asbestos Inspection - \$925.00
Advertising - \$189.09

Should you have any questions please contact John Isner with the Mid-Ohio Valley Regional Council at (304) 422-4993 ext. 1050.

Sincerely,



Michael Hicks
President
Calhoun County Commission

Part 8: Estimated Budget (Non-MT Reconstruction and Other):

Special care needs to be taken when estimating the project budget to ensure that the community doesn't under-estimate. An under-estimated budget can lead to a cost over-run which could result in delays and even cancellation of the grant due to non-performance. If in doubt, estimate high.

NOTE: SUBMIT YOUR BUDGET WORKSHEET JOB AID WITH THIS APPLICATION!

Professional Services:

A. Accounting and Auditing Fees	\$0
B. Advertising and Public Information Fees	\$189
C. Appraisal and Review Appraisal Fees	\$0
D. Legal Service Fees (Non-Reconstruction)	\$1,402
E. Survey Fees (Non-Reconstruction)	\$0
Sub-Total	\$1,591

Property Rights:

F. Acquisition - Land Only	Multiplier	0	\$0
G. Acquisition - Land and Improvements			\$42,000
H. Uniform Relocation Act Assistance (Tenant)			\$0
Sub-Total			\$42,000

Elevation/Relocation:

I. Elevation - Residential Structures	\$0
J. Elevation - Non-residential Structures	\$0
K. Relocation - Residential Structures	\$0
L. Relocation - Non-residential Structures	\$0
Sub-Total	\$0

Contractual Services:

M. Asbestos Inspection	\$925
N. Asbestos Abatement	\$0
O. Construction Fees	\$0
P. Demolition Fees	\$5,800
Q. Hazardous Materials Inspection	\$0
R. Land Stabilization and Erosion Control	\$0
Sub-total	\$6,725

Project Management:

S. Travel Fees	\$0
T. Office Supplies / Equipment Fees	\$0
U. Phone Fees	\$0
W. Project Manager Fees	\$2,516
X. Time and Attendance Fees	\$0
Y. Other Project Management Fees (Give Details)	\$0
Sub-total	\$2,516

Other Project Expenses (Give Details):

AA.	\$0
BB.	\$0
CC.	\$0
DD.	\$0
Sub-total	\$0
GRAND TOTAL	\$52,832

Rodney Loftis & Son Contracting

Invoice

(304) 342-8200
 PO Box 10100
 Charleston, WV 25357-0100

Phone # 304-342-8200 RLoftis2@yahoo.com

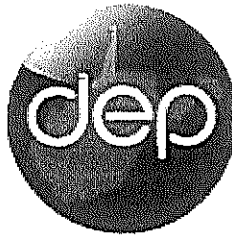
Date	Invoice #
12/18/2019	117

Bill To

Calhoun County Commisson
 363 Main St
 Grantsville, WV 26147

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	8961 Nicut Rd, Orma, WV		
1	Demolished single story mobile home and related out buildings, transported all debris to a licensed landfill, removed all foundations and footers, left site on exiting grade, seeded and strawed site. Sales Tax	5,800.00	5,800.00
		6.00%	0.00
	<i>Fema-DR-4273-WV-0039</i>		
Please remit payment to above address within 30 days.		Total	\$5,800.00



west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street SE
Charleston, WV, 25304-2345
Phone: 304-926-0495
Fax: 304-926-0496

Austin Caperton, Cabinet Secretary
dep.wv.gov

September 24, 2019

Rodney Loftis and Son
Attn: Rodney Loftis
92 Casdorph Road
Charleston, WV 25312

Re: Loftis Landfill – Class D GPP
Charleston – Kanawha County

Dear Mr. Loftis,

The Division of Water and Waste Management received your Groundwater Protection Plan (GPP) for the above referenced facility, signed September 24th, 2019.

The GPP has been reviewed, was found to satisfy the requirements of Title 47-CSR-58 (the Groundwater Protection Rule) and is approved.

If you have any questions or comments, please contact me at 304-926-0499, extension 1336, or at Albert.Barbery@wv.gov.

Sincerely,


Albert Barbery
Groundwater Program

enc: Loftis Landfill – Class D – GPP – 9/24/2019

cc: Carol J. Daub, Engineer – Permitting – WVDEP
Ryan Harbison, Environmental Inspector Supervisor – EE – WVDEP
Connie Anderson, Groundwater Program Manager – WVDEP

Revised 4/27/15

**West Virginia Department of Environmental Protection
Division of Water and Waste Management**

**GROUN DWATER PROTECTION PLAN
FOR NON COMMERCIAL CONSTRUCTION/ DEMOLITION
SOLID WASTE FACILITY - CLASS D GENERAL PERMIT**

A Groundwater Protection Plan (GPP) for this facility is required by the West Virginia Department of Environmental Protection (WVDEP). The primary purpose of the GPP is to make the facility operator aware that groundwater, by law, must be protected. Other important parts of the GPP are the inventory of all operations (materials, fuel storage, and other activities) that "may reasonably be expected to" contaminate groundwater, and a description of procedures to prevent occurrences of potential groundwater contamination.

Submit the GPP to: WVDEP, Division of Water and Waste Management, Groundwater Section; 601 57th Street SE, Charleston, WV 25304; Ph. (304) 926-0499.

The form below will be your GPP after you:

1. Read and understand each GPP Element Section.
2. Write or type the information required in the space below each GPP Element Section. Add extra sheets, if necessary.
3. Attach a location map; indicate the location of the site on the map.
4. Attach a site diagram or plan showing the location of all GPP elements.
5. Sign and date the GPP.

The completed GPP must be available at the facility office at all times (47C SR58 Subdivision 4.12.c.).

Registrants must provide the following information:

Registrant's Information:

Registrant's Name: Rodney Loftis
Name of Reg.'s Company: Rodney Loftis and Son Construction
Registrant's Address: 92 Casdorff Road, Charleston, WV 25312
Registrant's Telephone No.: 304.342.8200
Registrant's Email Address: rloftis2@yahoo.com

Property Owner's Information:

Property Owner's Name: Rodney Loftis
Property Owner's Address: 92 Casdorff Road, Charleston, WV 25312
Property Owner's Telephone No.: 304.342.8200

Facility Information:

Facility Name: Loftis Landfill
Facility Address: Maxine Drive, Charleston, WV 25312
County: Kanawha
Facility's Telephone No.: 304.342.8200

Name of Receiving Stream: Left Fork Tributary No. 8
Name of Watershed: Lower Kanawha (5050008)

Center of Disposal Area: (in degrees, minutes, seconds)
Latitude: N38-25'1.29" Longitude: W81-42'28.35"

The solid waste facility shall be located and operated in accordance with all applicable federal, state, county or local laws, rules, ordinances, or restrictions.

Are there any zoning restrictions that prohibit a landfill/ solid waste facility in the proposed location?

Yes: No: x

GPP Elements

Information Required

<p>4.11.a. A list of all operations that may reasonably be expected to contaminate groundwater.</p>	<p>A list of all processes, materials, and other activities that could contaminate groundwater. Examples are unlined ponds, underground storage tanks, aboveground storage tanks (especially those with underground piping), or waste piles.</p>
--	---

No operations that may reasonably be expected to contaminate groundwater are being performed.

Operation of a Class D Landfill.

<p>4.11.b. A description of procedures and facilities designed to protect groundwater quality from the list of potential contaminant sources above.</p>	<p>Examples are secondary containment for aboveground tanks, drum storage areas, and underground piping. Other information may include: 4.11.b.2. - Materials Handling 4.11.b.3. - Equipment Cleaning 4.11.b.5. - Pipelines Carrying Contaminants 4.11.b.6. - Sumps and Tanks Containing Contaminants</p>
--	--

The landfill operator will adhere to the terms and conditions of the permit class d landfill permit.

Secondary containment will be utilized to prevent groundwater contamination from new equipment or operations that could potentially contaminate groundwater.

<p>4.11.c. List procedures to be used when designing and adding new equipment or operations.</p>	<p>From these listed procedures what structures and operating practices will be used to prevent groundwater contamination? Examples may be the addition of landfill area or fuel storage tanks.</p>
---	--

Operator will contact the WVDEP for approval prior to making any changes to the GPP.

<p>4.11.d. Summarize all activities at your facility that are already regulated for groundwater protection.</p>	<p>Examples would be the registration of underground storage tanks and required groundwater monitoring, or construction and use of a commercial landfill and required groundwater monitoring.</p>
--	--

None

<p>4.11.e. Discuss any existing groundwater quality data for your facility or adjacent property(ies).</p>	<p>Include the most recent year of sampling data if available. Many facilities will have no information for this section. Attach data sheets if necessary.</p>
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None

<p>4.11.f. A statement that no waste material will be used for fills, deicing, etc., on the property unless allowed by an existing permit.</p>	<p>Write an appropriate statement that this practice will not be used at your facility. This statement will only apply to road deicing at a Class D General Permit facility.</p>
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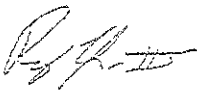
Waste material will not be used for fills, deicing, etc. on the property.

<p>4.11.g. Provisions for all employees to be instructed and trained on their responsibility to ensure groundwater protection. Job procedures shall provide direction on how to prevent groundwater contamination.</p>	<p>Summarize training for all employees to ensure familiarity with the GPP. Permitted waste identification procedures and liquid spill cleanup procedures should be included.</p>
---	--

At this time, the landfill is not performing practices that potentially contaminate groundwater. However, employees will be made aware of groundwater protection in general and what operations lead to potential contamination.

<p>4.11.h. Include provisions for inspections of all GPP elements and equipment. At a minimum, inspections must be made on a quarterly basis.</p>	<p>Discuss frequency of inspections by state personnel. Include inspection form if one is used. Inspection records should be saved to verify GPP inspections. The inspections should include fuel storage facilities and checking for illegal dumping of materials which may reasonably be expected to contaminate groundwater.</p>
--	--

Operator will conduct quarterly inspections. If this changes in the future, this GPP will be revised and pertinent state officials notified. Regular inspections will begin at this time.

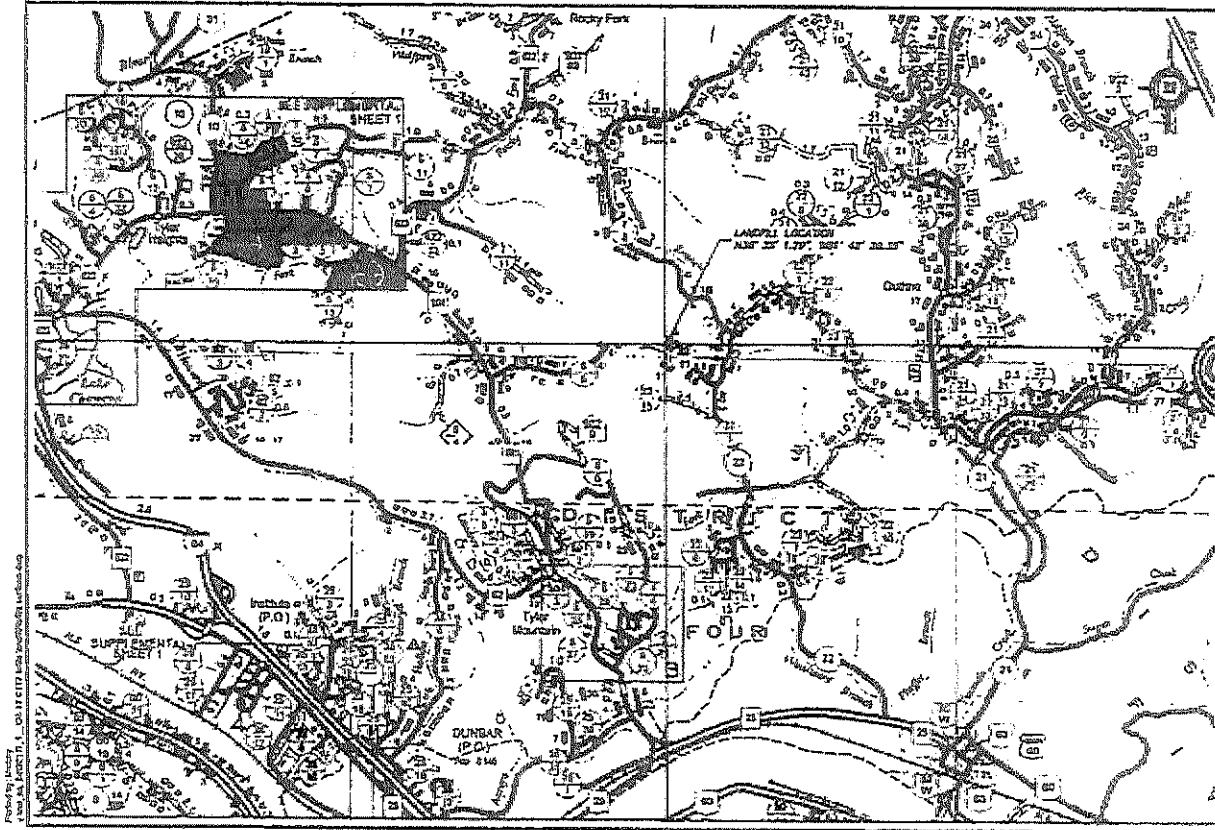
<p>Registrant Signature</p>	 <div data-bbox="657 1640 873 1690" style="border: 1px dashed black; padding: 2px; width: fit-content;"> <small>Verified by PDFfiller 09/24/2019</small> </div>
<p>Date</p>	<p>09/24/2019</p>

**Class D Solid Waste General Permit
Groundwater Protection Practices Policy**

- I. A liner and/or groundwater monitoring may be required if a field study conducted by the registrant indicates that a Class D Solid Waste facility located in karst or fractured bedrock terrain has the potential to contaminate groundwater.
- II. A liner and groundwater monitoring are **REQUIRED** for any Class D Solid Waste facility within a Wellhead Protection or Source Water Protection Area as delineated by the West Virginia Bureau for Public Health, Office of Environmental Health Services, Environmental Engineering Division, or those facilities that have an outer boundary within one quarter (1/4) mile radius of a private drinking water supply.
- III. The following materials* are prohibited from any Class D Solid Waste Facility:

Aerosols;
Appliances;
Asbestos-Containing Waste Materials (ACWM's);
Automobile Shredder Fluff;
Ballasts;
Batteries;
Burnt Debris;
Capacitors;
Carpet and other Synthetic Floor Covering;
Cement;
Computers and Computer Equipment, as E-Wastes;
Contaminated Solid Waste;
Electrical Wastes, including batteries, mercury-containing switches, transformers and capacitors, and fluorescent tubes;
Free Liquids of any kind; including solvents, lubricating oil, brake fluid, cement slurry; any automotive fluids or fuels, adhesives, caulking, lacquers, paint, and sealants;
Household Furnishings or Household Wastes;
Industrial Wastes;
Lead;
Lead Flashing;
Liquid Paint, including lead-based paint;
Mercury-Containing Switches;
Metal Wastes, including metal piping, wiring, or similar wastes easily removed in demolition, or excess materials generated in construction or remodeling;
Oil Filters;
Pesticides;
Pressure Treated Wood;
Pressure Treated Wood or Lumber containing creosote or other preservatives;
Putrescible Wastes;
Railroad Ties;
Resin Containers;
Sludge Wastes;
Waste Tires;
White Goods; and,
Yard Wastes, except as encountered in site construction.

Note: This list is not final and may be revised upon evidence of groundwater contamination from other materials or other environmental concerns as may be applicable.



PROVIDED BY: INTERSTATE
 1000 W. MARKET ST., CO. 10 CITIES ROAD, CHARLOTTE, N.C. 28202

TRAD ENGINEERING, INC.
 18341 YEARS VALLEY ROAD
 SCOTT DEPOT, WV 26240
 PH. 304 338-9721 FAX. 304 338-1189
 WWW.TRAD-ENGINEERING.COM

SOURCE	
DATE	PROJECT
DATE	DATE
DATE	DATE
DATE	DATE

LOUIS LARDELL
 YANKEE COUNTY, WV
 HIGHWAY PLAN

TRAD
 ENGINEERING, INC.
 18341 YEARS VALLEY ROAD
 SCOTT DEPOT, WV 26240
 PH. 304 338-9721 FAX. 304 338-1189

MID-OHIO VALLEY REGIONAL COUNCIL

INVOICE

Post Office Box 247
 Parkersburg, WV 26102-0247 (304) 422.4993

SOLD TO:
 Calhoun County Commission

INVOICE NUMBER | Calhoun Flood Mit #3C
 INVOICE DATE | January 21, 2020

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Administration Costs - Nicut Road Landslide Project	\$ 2,515.80	\$ 2,515.80
	Breakdown of Administration Expenses Incurred:		
	Labor	\$ 3,675.80	
	Travel	280.04	
	Total Administrative Costs	\$ 3,955.84	
	Budget Reduction due to overall costs	(1,440.04)	
	Total to Invoice	\$ 2,515.80	
	FEMA-DR-4273-WV-0039		
	SUBTOTAL		\$ 2,515.80
			\$ 2,515.80
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
 Nathan

MAKE ALL CHECKS PAYABLE TO:
 MOVRC
 Post Office Box 247
 Parkersburg, WV 26102-0247

THANK YOU FOR YOUR BUSINESS!

MID-OHIO VALLEY REGIONAL COUNCIL

INVOICE

Post Office Box 247
Parkersburg, WV 26102-0247 (304) 422.4993

SOLD TO:
Calhoun County Commission

INVOICE NUMBER | Calhoun Flood Mit #1
INVOICE DATE | January 14, 2020

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Advertising Costs - Nicut Road Landslide Project	189.09	189.09
SUBTOTAL			189.09
			\$189.09
DIRECT ALL INQUIRIES TO: Tina			PAY THIS AMOUNT
MAKE ALL CHECKS PAYABLE TO: MOVRC Post Office Box 247 Parkersburg, WV 26102-0247			

THANK YOU FOR YOUR BUSINESS!

Fema-DR-4273-WV-81

Calhoun Chronicle/Grantsville News

Mountain Media, LLC
P.O. Box 429
Lewisburg, WV 24901
304-647-5724

ARC

Invoice

DATE	INVOICE #
9/12/2019	19-211341

BILL TO

Mid-Ohio Valley Regional Council
Tim Meeks
709 Market Street
PO Box 247
Parkersburg, WV 26101

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Legal Advertising in The Calhoun Chronicle.	29.20	29.20

FEIN 45-1652994
Nicut Road Mitigation Project (9/12, 9/19)
253.9 words set solid @ .115 per word

	Total	\$29.20
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Mountain Messenger Media publishes the Mountain Messenger, Appalachian Journal, Body Mind & Spirit, Real Estate Review, mountainmessenger.com and numerous Specialty Publications

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

NOTICE OF TRUSTEE'S SALE

Pursuant to a Deed of Trust dated August 31, 2010, executed by John S. Stump and Rosma Stump, Grantees, conveyed unto Tony Morgan and James L. Bennett, Trustees, on behalf of Calhoun County Bank, Inc., and of record in the Office of the Clerk of the County Commission of Calhoun County, West Virginia, in Mortgage Book 158 at page 413, and pursuant to that certain Substitution of Trustee dated June 19, 2019, of record in the aforesaid Clerk's Office in Mortgage Book 178 at page 609, the undersigned will sell at public auction on September 26, 2019, at 1:00 p.m., at the front door of the Calhoun County Courthouse in Grantsville, West Virginia, all those certain lots, tracts or parcels of land situate, lying and being as follows:

On the western of Bennett's Mill Run, in the District of Sherman, County of Calhoun, and State of West Virginia, more particularly bounded as described as follows:
FIRST PARCEL: BEGINNING at a beech, a corner to lands formerly owned by H. O. Middleton, and running with said part of another line to a survey made for Bennett and Parker; thence S 84 W, 82 poles to a beech; N 132 poles to a stake and pointer; S 35 W, 60 poles to a pine; S 15 W, 231 poles to a white oak; S 65 E, 5 poles to a white oak; N 59 E, 182 poles to a stake; S 49 E, 28 poles to a stake in the road; and thence N 4 E, 59 poles to the beginning, containing 112 acres, more or less.
 However, there is hereby excepted and reserved from the foregoing boundaries a parcel of 24-1/2 acres, more or less, which was conveyed unto A. C. Kimble by Emma Francis by a deed bearing date on the 16:31 day of April, 1919, of record in the office of the Clerk of the County Commission of Calhoun County, West Virginia, in Deed Book No. 83, at page 448.

Leaving a parcel of 87-1/2 acres, more or less, hereby intended to be conveyed.
SECOND PARCEL: BEGINNING at a white oak, being the most western corner to a tract of 100 acres of land known as the J. R. Francis tract and running thence with a line of said tract, N 61 3/2 E, 182 poles to a stake; another corner to said 100 acres tract; thence with another line of said 100 acres, S 46-11/2 E, 28 poles to a stake in the road; another corner to said 100 acre tract; thence with a part of another line thereof, S 1-1/2 E, 50 poles to a stake and pointer, corner to a 20 acre piece of land conveyed by Clifton Francis to G. B. Francis; thence with a line of said 20 acre tract, S 60 W, 118 poles to stake in the line of said 100 acre tract; thence with part of a line thereof, N 62-11/2 W, 89 poles to the place of beginning, containing 72 acres, more or less. Being the same property conveyed unto John S. Stump by Wilma J. Stump by Deed dated October 17, 1980, of record in the Office of the Clerk of the County Commission of Calhoun County, West Virginia, in Deed Book 134 at page 405.

TERMS OF SALE: Cash in hand on day of sale, or a letter verifying approval of funding from lender with prior satisfactory arrangements made with the undersigned. Sale is subject to all unpaid taxes and assessments, which shall be assumed by the Purchaser. Any sale hereunder may be adjourned from time to time without any notice other than oral proclamation at the time and place appointed for the sale.

Prepared By:
 Leslie L. Maze
 State Bar No. 8072
 P.O. Box 279
 Elkins, WV 26143
 (304) 275-3720

Leslie L. Maze
 Substitute Trustee

LEGAL NOTICE -- LEGAL NOTICE

**ORDER OF PUBLICATION
 IN THE MAGISTRATE COURT OF CALHOUN COUNTY,
 WEST VIRGINIA**

Calhoun Bank
 P.O. Box 430
 Grantsville, WV 26147
 Plaintiff
 v.
 Jayden N Cantu
 3260 E Little Kanawha Hwy Apt 2
 Grantsville, WV 26147
 Defendant

Civil Action No. 19-MT-C-00037

The object of the above entitled action is to obtain judgment against the defendant in the amount of \$1545.29 plus interest at the rate of

using the diligence, the plaintiff was unable to discover the whereabouts of the defendant and the process, delivered to the Sheriff of the county in which the defendant resides was not served either personally or by way of service upon an appropriate family member, after service was to be attempted by the Sheriff of the county.

It is ordered that Jayden N Cantu do serve upon Lora N Davis, magistrate, whose address is 363 Main Street, Suite 104, Grantsville, WV on or before October 11, 2019, otherwise judgment by default will be taken against Jayden N Cantu at any time thereafter. A copy of said

Entered by the Clerk of said Court September 6, 2019.

Shayla J. Stoltz
 Magistrate Court Clerk

LEGAL NOTICE -- LEGAL NOTICE

Calhoun County Commission
 Next Road Mitigation Project
 Demolition
 REQUEST FOR BIDS

Reunions

Sears
 Sears Reunion will be held on Sunday, Sept. 15, at Upper West Fork Park, Chloce. Bring a covered dish for dinner at noon. Everyone is welcome. For information, call Gail Neely, 655-8900, or Julius Sears, 286-3375.

Parsons

The annual John Wesley and Emma Lora Parsons reunion will be held on Sunday, Sept. 15, at Arnoldsburg Community Building.

Covered dish dinner will be served at noon. Ham, soft drinks and paper products will be provided. Bring a covered dish and an auction item, and enjoy music by Eugene Parsons and friends. For information, call 354-7484.

Adams, Slider, Starms, Greathouse, Starcher,

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

CASE NO. 19-079-G-396P
MOUNTAINEER GAS COMPANY, a public utility,
 Charleston, Kanawha County.

Surcharge on Infrastructure Improvements.

NOTICE OF FILING AND HEARING

On July 31, 2019, Mountaineer Gas Company (Mountaineer) filed its annual Application for approval of an Infrastructure Replacement and Expansion Program for 2020 (2020 IREP) with revised IREP rates for 2020 pursuant to W.Va. Code § 2-2-24, which authorizes the Public Service Commission of West Virginia to approve cost recovery of projects to replace, upgrade and expand natural gas utility infrastructure that are deemed to be just and reasonable and in the public interest.

In its annual Application, Mountaineer forecasts capital investment for calendar year 2020 of approximately \$41 million as part of its multi-year plan, which includes \$1 million for the Eastern Panhandle Expansion Project. The 2020 IREP covers several categories of plant asset replacements and improvements, including mains, service lines, measurement and regulator stations, and house regulators and farm taps. These plant investments are prepared to be made in Mountaineer service territories throughout the State. These investments are identified in the Application, which is on file and available for public inspection at the Commission's office at 201 Brooks Street, Charleston, West Virginia, and which may be viewed on the Commission's website: www.psc.state.wv.us.

Mountaineer proposes to recover costs associated with these investments through a reduced IREP rate component to be effective on January 1, 2020, within the fixed or volumetric base rate component of its rates, depending on the applicable rate schedule under which service is rendered. As part of Mountaineer's pending general base rate proceeding, Case Number 19-0319-G-42T, IREP investment made prior to January 1, 2019, will be moved into new base rates to take effect on January 1, 2020. Mountaineer projects that if the IREP program and IREP rate reduction are approved as requested, the average monthly bill for its various classes of customers will be changed on January 1, 2020, as shown below:

Calhoun A (Mountaineer Unmetered)			
Type of Customer	\$ Decrease	% Decrease	Avg. Usage (Mcf)
Residential	\$ 136	2.58%	0
Commercial	\$ 3.67	1.49%	30
Large Commercial	\$ 118.71	1.21%	5,826
Industrial	\$ 204.75	1.45%	62,770
Retail	\$ 66.94	1.76%	7,792

The decreases shown above are expected to be offset by new base rates. When both the revised base rates and the IREP rate decreases are in effect during 2020, the total amount due on monthly bills for Mountaineer customers may not be lower than, and in fact likely will be higher than, the amount that was billed each month during 2019.

The decreases shown above are compared to the IREP rates currently in place and are based on averages of all customers in the indicated class. Each class may receive a decrease greater or less than stated here. Individual customers may receive decreases that are greater or less than in average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increase or decrease) by the Public Service Commission in its review of this filing. Any decrease in IREP rates and charges will not become effective until authorized and approved by the Public Service Commission.

The Commission set a procedural schedule, including a hearing date on the Application, if necessary, that will begin at 9:30 a.m. on Tuesday, November 5, 2019, in the Howard M. Cunningham Hearing Room at the Commission's office at 201 Brooks Street, Charleston, West Virginia, if no opposition to the Application is received by the Commission within one week of the hearing date, the hearing may be waived and the Commission may issue a final order within 150 days of the Application filing date.

Anyone desiring to intervene should file a written petition to intervene within 20 days following the date of this publication unless otherwise modified by Commission order. All requests to intervene should briefly state the reason for the request to intervene and comply with the rules on intervention set forth in the Commission's Rules of Practice and Procedure. The Commission will receive public comments until the beginning of the hearing. All written comments and requests to intervene should state the case name and number and be addressed to Connie Gmely, Executive Secretary, P.O. Box 812, Charleston, West Virginia 25322. Public comments may also be filed online at <http://www.psc.state.wv.us/scripts/onlinecomments/default.cfm> by clicking the "I want a Case" link.

MOUNTAINEER GAS COMPANY

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

NOTICE TO CONTRACTORS

Bids will be received electronically by the West Virginia Department of Transportation, Division of Highways through the Bid Express Bidding Service (www.bids.wv.gov) and by sealed proposals (only when prequalification is waived) being received at its office in Building 5, Room 843, 1900 Kanawha Boulevard East, Charleston, West Virginia until September 17, 2019 at 10:00 AM (Eastern Standard Time). The bids will be downloaded and/or opened and read publicly thereafter for the construction of the following project(s):

Call Contract	State Project	Federal Project	Description
027 1235016R1	S383-REC/AL-19-00	STP-2019(003)D	PAVEMENT MARKINGS D-3 RECALL STRIPING DISTRICT WIDE COUNTY: JACKSON, OTHER RITCHIE WOOD

Proposals will be received from prequalified and West Virginia licensed contractors only, except that on Federal-Aid Projects a contractor's license is not required at time of bid, but will be required before work can begin. Registration is required with the Department of Administration, Division of Purchasing, in accordance with Chapter 5A, Article 3, Section 12 of the West Virginia Code. All contractors submitting bids on project(s) must include one of the following forms properly executed with each proposal: Proposal Guaranty Bond, Cashier's Check, or Certified Check for \$500.00 or 3% of the total bid, whichever is greater.

*These are projects on which any contractor with a Category "W" Prequalification Rating may be eligible to bid.

The West Virginia Department of Transportation, Division of Highways reserves the right to defer, delay or postpone the date for receiving and publicly opening proposals for any project designated in this advertisement, without the necessity of re-issuing such advertisement. All bidders holding valid bidding proposals will be notified of such deferment, delay or postponement and the date that proposals will be received and publicly opened.

The West Virginia Department of Transportation, Division of Highways hereby notifies all bidders that

SCANNED
 RL
 9/24/19

THE CALHOUN CHRONICLE
353 Main Street, Grantsville, WV 26147
304-354-6917

CERTIFICATE OF PUBLICATION

State of West Virginia
County of Clay, SS:

I, **Kathleen Stickle**, one of the Editors or Agents of **The Calhoun Chronicle**, a weekly newspaper of general circulation published at Grantsville, WV in the County of Calhoun, State of West Virginia, do certify that publication of the advertisement or advertisements **Notice of Request for Asbestos Inspection Services**, attached hereto was made in **1 issue(s)** of the newspaper, dated **July 25th, 2019**.

Given under my hand this **25th** Day of **July** 20**19**.



Editor or Publisher

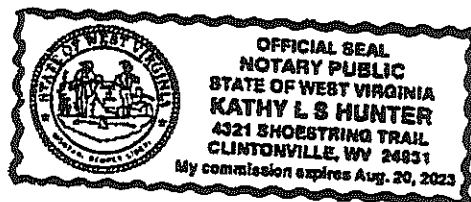
\$82.97
Publication fee

Subscribed and Sworn to before me

This 25 day of July, 2019

My commission expires: August 20, 2023

Signature _____ 
Notary Public



LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
 Division of Highways
NOTICE TO CONTRACTORS

Bids will be received electronically by the West Virginia Department of Transportation, Division of Highways through the Bid Express Bidding Service (www.bids.com) and by sealed proposals (only, when prequalification is waived) being received at its office in Building 4, Room 843, 1908 Kanawha Boulevard East, Charleston, West Virginia until August 13, 2019 at 10:00 AM (Eastern Standard Time). The bids will be downloaded and/or opened and read publicly thereafter for the contractors of the following project(s):

Contract	State Project	Federal Project	Description
024 1702527	1137-GRANTS-1.00	TAP-2018(2)511C	REHABILITATION-RESTORATION-RESURFACING Grantsville Main ST S5 Sidewalk COUNTY: CALHOUN

Proposals will be received from prequalified and West Virginia licensed contractors only except that on Federal-Aid Projects a contractor's license is not required at time of bid, but will be required before work can begin. Registration is required with the Department of Administration, Division of Purchasing, in accordance with Chapter 5A, Article 3, Section 12 of the West Virginia Code. All contractors submitting bids on project(s) must include one of the following forms properly executed with each proposal: Proposal Guaranty Bond, Cashier's Check, or Certified Check for \$300.00 or 5% of the total bid, whichever is greater. *If these are projects on which any contractor with a Category "W" Prequalification Rating may be eligible to bid.

The West Virginia Department of Transportation, Division of Highways reserves the right to defer, delay or postpone the date for receiving and publicly opening proposals for any project designated in this advertisement, without the necessity of renewing such advertisement. All bidders holding valid bidding proposals will be notified of such deferment, delay or postponement and the date that proposals will be received and publicly opened.

The West Virginia Department of Transportation, Division of Highways hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an award.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
 Division of Highways
 Ryland W. Mueck, P.E.
 Deputy State Highway Engineer - Planning and Programming

LEGAL NOTICE -- LEGAL NOTICE

IN THE CIRCUIT COURT OF CALHOUN COUNTY,
 WEST VIRGINIA

IN RE: J.R.V.P. JUVENILE NO. 19-JA-14

DOB: July 6, 2019

Respondent:

Kira Brown, Mother
 John Posey, Father

ORDER OF CLASS II PUBLICATION

The subject of this suit is to determine custody of the infant Respondent.

A more particular description of this suit is contained in the Petition on file in the Office of the Circuit Clerk of Calhoun County, West Virginia.

To John Posey, father of J.R.V.P.

It appearing by Affidavit filed in this action that the father of J.R.V.P. is John Posey, who cannot be found after diligent attempts by the Petitioner, it is hereby ORDERED that the said mother shall serve upon Shannon S. Johnson, Prosecuting Attorney of Calhoun County, West Virginia, whose address is P.O. Box 337, Grantsville West Virginia, a Reply including any related counterclaim or defense she may have to the Petition filed in this action, before August 12, 2019. If you fail to do so, thereafter judgment, upon proper hearing and trial, may be taken against you for the relief demanded in the Petition.

A hearing has been set before the Honorable Anita Harold Ashley, Judge of the Circuit Court for an hearing of this Petition on August 12, 2019, at 11:15 a.m. The Adult Respondent is hereby advised that she has a right to counsel at any stage of the proceedings, and counsel will be appointed at no charge in the event that you are unable to afford representation.

A copy of the Petition can be obtained from the undersigned clerk at her office.

ENTERED by the Clerk of said Court on the 14th day of July, 2019.

Shirley R. Hamilton
 Mrs. Shirley Hamilton, Circuit Clerk
 of Calhoun County, West Virginia

LEGAL NOTICE -- LEGAL NOTICE

IN THE CIRCUIT COURT OF CALHOUN COUNTY,
 WEST VIRGINIA

Camp Caring

West Virginia Caring is holding its annual Camp Caring, formerly Camp Nabe, on Saturday, Aug. 3, at Camp Mountaineer, off Rt. 119, Morgantown. The non-profit is accepting applications for campers who would like to attend this year's camp.

Since 1996, West Virginia Caring has held a grief and loss camp to support children in West Virginia who have lost a loved one. It provides the child an opportunity to spend a day with other children who have also experienced the death of a loved one.

The one-day camp is free and is open to any child age 6-14. Campers discover that they can live life in a changed world, with a new relationship to their loved one who died.

Camp Caring focuses on the unique grief process of children. Utilizing fun activities, trained counselors, art therapy, and large and small group activities, the camp empowers each child to be able to express grief and successfully cope with the feelings of their loss.

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

STATE OF WEST VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF WATER AND WASTE MANAGEMENT
PUBLIC NOTICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, PUBLIC INFORMATION OFFICE, 601 57TH STREET, CHARLESTON SE, WEST VIRGINIA 25304-2345 TELEPHONE: (304) 926-0440.

APPLICATION FOR A WEST VIRGINIA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM WATER POLLUTION CONTROL PERMIT

Public Notice No.: L-70-19 Public Notice Date: July 25, 2019

Paper: Calhoun Chronicle

The following has applied for a WV NPDES Water Pollution Control Permit for this facility or activity:

Appl. No.: WV0041181
 Applicant: GRANTSVILLE, TOWN OF
 PO BOX 146
 GRANTSVILLE, WV 26147

Location: GRANTSVILLE, CALHOUN COUNTY
 Latitude: 38:55:59 Longitude: 81:05:28

Receiving Stream: LITTLE KANAWHA RIVER

Activity:

To operate and maintain an existing wastewater collection system and an existing 0.1 million gallons per day wastewater treatment plant. These facilities are designed to serve a population equivalent of approximately 1,000 persons in the Town of Grantsville and environs, and discharge treated wastewater through Outlet No. 001 to the Little Kanawha River, approximately 78.7 miles from its mouth, of the Ohio River. An anti-degradation review has been conducted and Tier 1 protection is provided for the uses specified in Title 47, Series 2, Section 6. Also, to incorporate the requirements relative to Title 33, Series 2 of the West Virginia Legislative Rules for the processing and disposal of sewage sludge generated by the wastewater treatment plant. Sewage sludge generated and/or processed at the permittee's facility shall be disposed of at a sanitary landfill by placing the sewage sludge in the landfill cell.

Business conducted:

Municipality

Implementation:

N/A

On the basis of review of the application, the "Water Pollution Control Act (Chapter 22, Article 11-8(a)), and the "West Virginia Legislative Rules," the State of West Virginia will act on the above application.

Any interested person may submit written comments on the draft permit and may request a public hearing by addressing such to the Director of the Division of Water and Waste Management within 30 days of the date of the public notice. Such comments or requests should be addressed to:

Director, Division of Water and Waste Management, DEP
 ATTN: Lori Devereux, Permitting Section
 601 57th Street SE
 Charleston, WV 25304-2345

The public comment period begins July 25, 2019 and ends August 24, 2019.

Comments received within this period will be considered prior to acting on the permit application.

Correspondence should include the name, address and the telephone number of the writer and a concise statement of the nature of the issues raised. The Director shall hold a public hearing whenever a finding is made, on the basis of requests, that there is a significant degree of public interest on issues relevant to the Draft Permit(s). Interested persons may contact the public information office to obtain further information.

The application, draft permit and any required fact sheet may be inspected, by appointment, at the Division of Water and Waste Management Public Information Office, at 601 57th Street SE, Charleston, WV 25304-2345, between 8:00 a.m. and 4:00 p.m. on business days.

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

NOTICE OF REQUEST FOR ASBESTOS INSPECTION SERVICES

The Calhoun County Commission wishes to obtain licensed asbestos inspection services for the following project.

Calhoun County Commission
 Nicot Road Landslide Mitigation Project
 Building Demolition

SCOPE OF SERVICES:

The selected consultant shall conduct surveys for asbestos-containing materials identifying types, quantity, and location within the property that has been acquired and will be subsequently demolished as part of the above project. The surveys will involve all accessible areas of the properties to be demolished.

The selected consultant shall:

1. Provide US EPA AHERA certified asbestos inspectors and all necessary sampling equipment to conduct the building surveys.
2. Utilize the procedures and directives as contained in EPA "Asbestos Hazard Emergency Response Act" and Guidance Document "Control of Asbestos in Buildings."
3. Conduct all necessary inspections and sampling of suspected asbestos-containing materials at appropriate times to ensure protection of site tenants, occupants, etc.
4. Have the samples analyzed in a laboratory which is accredited by the American Industrial Hy.

Invoice

Calhoun Chronicle/Grantsville News
Mountain Media, LLC
P.O. Box 429
Lewisburg, WV 24901
304-647-5724

DATE	INVOICE #
7/25/2019	19-207731

BILL TO

Mid-Ohio Valley Regional Council
Tim Meeks
709 Market Street
PO Box 247
Parkersburg, WV 26101

P.O. NO.	TERMS	PROJECT
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QUANTITY	DESCRIPTION	RATE	AMOUNT
	Legal Advertising in The Calhoun Chronicle.	82.97	82.97

FEIN 45-1652994
Notice of Request for Asbestos Inspection
Services (7/25)
721.4 words set solid @ .115 per inch

	Total	\$82.97
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Mountain Messenger Media publishes the Mountain Messenger, Appalachian Journal, Body Mind & Spirit, Real Estate Review, mountainmessenger.com and numerous Specialty Publications

Calhoun Chronicle

Mountain Media, LLC
 P.O. Box 429
 Lewisburg, WV 24901
 304-647-5724

Statement

DATE

7/31/2019

Mid-Ohio Valley Regional Council
 Tim Meeks
 709 Market Street
 PO Box 247
 Parkersburg, WV 26101

AMOUNT DUE	AMOUNT ENC.
\$82.97	

DATE	TRANSACTION	AMOUNT	BALANCE
06/30/2019	Balance forward		88.00
07/22/2019	PMT #2088.	-88.00	0.00
07/25/2019	INV #19-207731. Inv# 19-207731 — CCLegal \$82.97 — Notice of Request for Asbestos Inspection Services (7/25) 721.4 words set solid @ .115 per inch	82.97	82.97

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
82.97	0.00	0.00	0.00	0.00	\$82.97

Please return this portion with your payment.

Calhoun Chronicle

Mid-Ohio Valley Regional Council
 Tim Meeks
 709 Market Street
 PO Box 247
 Parkersburg, WV 26101

Phone #	Amount Due	Terms
3046475724	\$82.97	

Send payments to: Mountain Media, LLC. P.O. Box 429 Lewisburg, WV 24901. To pay by credit card, complete the following:

For your convenience you may pay your bill with Visa, Mastercard or American Express

Card # _____ CVV Code: _____ Expiration Date _____

Signature _____ Amount to charge Credit Card \$ _____

Calhoun Chronicle/Grantsville News

Mountain Media, LLC
P.O. Box 429
Lewisburg, WV 24901
304-647-5724

Invoice

DATE	INVOICE #
9/19/2019	19-211342

BILL TO

Mid-Ohio Valley Regional Council
Tim Meeks
709 Market Street
PO Box 247
Parkersburg, WV 26101

P.O. NO.	TERMS	PROJECT
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QUANTITY	DESCRIPTION	RATE	AMOUNT
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	Legal Advertising in The Calhoun Chronicle Subsequent run at 75% of First Run. Thank You.	21.90	21.90
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FEIN 45-1652994
Nicut Road Mitigation Project (9/12, 9/19)
253.9 words set solid @ .115 per word

	Total	\$21.90
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Mountain Messenger Media publishes the Mountain Messenger, Appalachian Journal,
Body Mind & Spirit, Real Estate Review, mountainmessenger.com and numerous Specialty Publications

LEGAL NOTICE — LEGAL NOTICE

NOTICE

Title VI, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age of Discrimination Act of 1975. This facility/agency agrees to comply with the provision of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all requirements imposed pursuant thereto, to the end that no person shall on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services. Specifically, the above includes (but is not limited to) the following characteristics: Inpatient and outpatient care will be provided in a manner that does not discriminate against persons on the basis of race, color, national origin, handicap or age. All patients will be assigned to rooms, floors, and sections in a manner consistent with the provisions of Title VI, Section 504, and the Age Discrimination Act. Patients will not be asked if they are willing or desire to share a room with a person of another race, color, national origin, handicap or age. Employees will be assigned to patient services without regard to race, color, national origin, handicap or age of either the patient or employee. Staff privileges will not be denied professionally qualified personnel on basis of race, color, national origin, handicap or age. All facilities of this institution will be utilized without regard to race, color, national origin, handicap or age. Transfer of all patients from the rooms assigned and/or selected will not be made for reasons of race, color, national origin, handicap or age; however, any patient may request to upgrade the assigned and/or selected room at any time for any reason provided that the room is ready available and the patient is financially able to pay for the requested room.

The nondiscriminatory policy of the institution/agency applies to patients, physicians and all employees. Under no circumstances will the application of these policies result in the segregation or desegregation of buildings, wings, floors, or rooms for reason of race, color, national origin, handicap or age. To file a complaint of discrimination, write USDA, Director of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9610, or call toll-free (866) 632-8992 (Voice). TDD users can contact the USDA through local relay or the Federal Relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice user). USDA is an equal opportunity provider and employer. MINNIE HAMILTON HEALTH SYSTEM Steve Whitton, Chief Executive Officer Class I Legal - 11c/9/19

LEGAL NOTICE — LEGAL NOTICE

Calhoun County Commission Nicer Road Mitigation Project Demolition REQUEST FOR BIDS

The Calhoun County Commission is seeking sealed bids for the demolition of one private dwelling located on Nicer Road near Oema, WV, in Calhoun County. The scope of work will consist of the removal of all debris resulting from said demolition, as well as site restoration following the demolition. Said dwelling has been purchased by the Calhoun County Commission through the Hazard Mitigation Grant Program, funded by the Federal Emergency Management Agency (FEMA) and the WV Division of Homeland Security & Emergency Management.

A mandatory pre-bid conference will be held on Thursday, September 26th, 2019 at 1:00 p.m. at the Arnoldsburg Community Building. All interested contractors, or their representatives, must be present to be eligible to bid. Bids will be accepted at the Calhoun County Clerk's Office until Friday, October 11th, 2019 at 1:00 p.m., at which time they will be opened and read aloud. If a bid is awarded, all work must be completed within 30 days.

The Calhoun County Commission reserves the right to reject any or all bids. The Bid Specifications, Form of Bid, and other related documents will be available at the mandatory pre-bid conference. Each bidder must deposit with his/her bid, security in the amount and form and subject to conditions provided in the bid package. No bidder may withdraw his/her bid within 30 days after the date of the bid opening. For further information, contact Tom Meeks at the Mid-Ohio Valley Regional Council (704) 422-4993 ext 135.

LEGAL NOTICE — LEGAL NOTICE

PUBLIC NOTICE

The Calhoun County Commission proposes to apply to the West Virginia Department of Transportation for...

Siers Reunion

The 59th Siers Reunion was held at Mt. Zion Community Park on Sept. 7, with lots of food, fun and fellowship.

The following people attended: Olen Siers, Larry and Marianne Siers, Melvin and Charlotte Siers, Bobby Jones, Michael and Molly Yoak, Jane Wingrove, Charles Jones, Jason Peck, Carolyn Gregg, Gail and Barb Siers, Martha and Harley Gale, Gloria Jones, Linda and Gary Peck, Audrey Peck, Clarence Peck, Barb Siers, Johnny Jones, Carol Proctor, Kara Kizer, Lottic Bailey, Karen and Joe Leopardi, Wade McIntyre, Clayton McIntyre, Dec and Jim McIntyre, Cathy Jones, Rick Falls, Sue Siers Falls, Susan Siers Alloway, Kim Siers Weber, Connie Siers Gray, Mary Ann Gredesky, and Barbara and Dan Zang.

The 60th Siers Reunion will be held on Sept. 12, 2020, at Mt. Zion Community Park.

Budget Booster

Arnoldsburg Elementary School will host a "Budget Booster" class on Thursday, Sept. 19, from 4 to 5:30 p.m.

Tracey Keaton said, "We will be making homemade laundry detergent, fabric and pump soap. Each attendee will take home samples and there will also be door prizes."

"Come join us and help decide what classes you would like to see in the future. We will be doing fun, informative workshops throughout the year." Call the school, 655-8616, to get added to the list.

Walnut Grove

Fellowship meeting will be held at Walnut Grove Community Church on Barnes Run, Friday, Sept. 20, at 7 p.m. There will be six preachers, with singing and refreshments

LEGAL NOTICE — LEGAL NOTICE — LEGAL NOTICE

NOTICE OF TRUSTEE SALE

By virtue of a trust deed dated May 18, 2016, made by Joshua K. Hall and Melissa Hall to Michael L. Allen and Patrick G. Fink, Trustees, of record in the office of the Clerk of the County Commission of Calhoun County, West Virginia, in Lien Book 171, page 491, and thereafter the said Trustees having been substituted by an Appointment of Substitute Trustee, dated the 31st day of September, 2019, executed by Michael L. Fink, President, on behalf of said Bank, and the undersigned Trustee, Robert D. Fisher, having been substituted therein by said Appointment of substitute Trustee, recorded on September 10, 2019, of record in the aforesaid Clerk's office in Lien Book 179, page 129, and the grantors of the deed of trust having defaulted in the payment of a note secured thereby and the undersigned Trustee having been directed by the holder of said note to sell the real estate securing said note, I will sell at public auction on

October 23, 2019, commencing at 11:00 a.m.

at the front door of the Courthouse situate in the City of Grantsville, Calhoun County, West Virginia, all that certain lot, tract or parcel of real estate situate, lying and being on the waters of the west fork of the Little Kanawha River, Lee District, Calhoun County, West Virginia, and more particularly bounded and described as follows: Beginning at a fence corner at the southerly edge of Calhoun County Route 18, a 40 foot right of way; thence with said right of way for two lines:

- (1) S. 72 deg. 10' 40" E. 234.01 feet to a point; thence (2) N. 83 deg. 36' 40" E. 526.36 feet to an iron pipe set; thence leaving Calhoun County Route 18 S. 39 deg. 40' 09" E. 47.92 feet to an elm tree; thence S. 13 deg. 54' 19" E. 50 feet to an iron pipe set on the bank of the West Fork of the Little Kanawha River; thence with said River for two lines:

- (1) S. 84 deg. 47' 31" W. 542.01 feet to a point; thence (2) S. 62 deg. 53' 59" W. 258.90 feet to an iron pipe set, a corner to a 1 acre parcel of David Cabell; thence with said Cabell, N. 01 deg. 20' 28" E. 74.53 feet to an iron pipe set, a corner to said Cabell; thence with a fence line N. 01 deg. 23' 56" W. 238.50 feet to the place of beginning, containing 2.43 acres, more or less, including all the right, title and interest in and to that certain 1997 Four Seasons Double Wide, SN: FS203344AR.

This is the same real estate conveyed unto Joshua K. Hall by Veronika May by deed dated May 18, 2016, and of record in the office of the clerk of the County Commission of Calhoun County, West Virginia, in Deed Book 258, at Page 670.

This sale is made subject to all oil, gas and other mineral reservations and poles, to all valid existing rights of way and easements and appurtenant records.

This sale is made subject to all unpaid real estate taxes. The undersigned trustee reserves the right to adjourn the sale from time to time by oral proclamation or other announcement at the aforesaid place of sale.

TERMS OF SALE: Cash in hand on day of sale. DATED this 12th day of September, 2019. PROPERTY ADDRESS: 7555 Altizer Road, Arnoldsburg, WV 25224 (including a 1997 Four Seasons Double Wide, SN: FS203344AR)

ROBERT D. FISHER EXECUTIVE TRUSTEE

LEGAL NOTICE — LEGAL NOTICE

ORDER OF PUBLICATION IN THE MAGISTRATE COURT OF CALHOUN COUNTY, WEST VIRGINIA

Calhoun Banks PO Box 430 Grantsville, WV 26147 Plaintiff

Civil Action No. 19-M076-00038

Shawn Michael Leavitt 408 Liberty St. PO Box 336 Grantsville, WV 26147 Defendant

The object of the above entitled action is to obtain judgment against the defendant in the amount of \$2732.80 and court costs incurred in the filing of this action.

And it appearing by an affidavit filed in this action that even after using due diligence, the plaintiff was unable to discover the whereabouts of the defendant and the process, delivered to the Sheriff of the county in which the defendants resides was not served either personally or by way of service upon an appropriate family member, after service was twice attempted by the Sheriff of the county.

It is ordered that Shawn Michael Leavitt do serve upon Richard G. Posselt, magistrate, whose address is 363 Main Street, Suite 105, Grantsville, WV 26147 an answer or other defense to the complaint filed in this action on or before October 18, 2019, otherwise judgment by default will be taken against Shawn Michael Leavitt at any time thereafter. A copy of said complaint can be obtained from the undersigned Clerk at his office.

Entered by the Clerk of said Court September 12, 2019.

Handwritten signature of the clerk.

LEGAL NOTICE — LEGAL NOTICE

ORDER OF PUBLICATION IN THE MAGISTRATE COURT OF CALHOUN COUNTY, WEST VIRGINIA

Calhoun Banks PO Box 430 Grantsville, WV 26147

The object of the above entitled action is to obtain judgment against the defendant in the amount of \$2732.80 and court costs incurred in the filing of this action.

Handwritten note: SCAN and RE 9/24/19

THE CALHOUN CHRONICLE


353 Main Street, Grantsville, WV 26147
304-354-6917

CERTIFICATE OF PUBLICATION

State of West Virginia
County of Clay, SS:

I, **Kathleen Stickley**, one of the Editors or Agents of **The Calhoun Chronicle**, a weekly newspaper of general circulation published at Grantsville, WV in the County of Calhoun, State of West Virginia, do certify that publication of the advertisement or advertisements **Nicut Road Mitigation Project**, attached hereto was made in **2 issue(s)** of the newspaper, dated **September 12th and 19th, 2019**.

Given under my hand this **19th Day of September 2019**.



Editor or Publisher

\$51.10
Publication fee

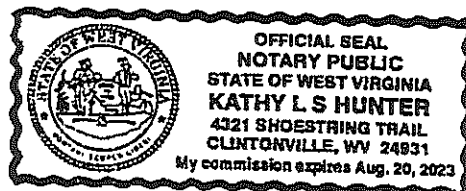
Subscribed and Sworn to before me

This 19 day of September, 20 19

My commission expires: August 20, 2023

Signature _____

Notary Public



Invoice

Calhoun Chronicle/Grantsville News

Mountain Media, LLC
P.O. Box 429
Lewisburg, WV 24901
304-647-5724

DATE	INVOICE #
10/17/2019	19-214985

BILL TO

Mid-Ohio Valley Regional Council
Tim Meeks
709 Market Street
PO Box 247
Parkersburg, WV 26101

P.O. NO.	TERMS	PROJECT
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QUANTITY	DESCRIPTION	RATE	AMOUNT
	Legal Advertising in The Calhoun Chronicle.	31.44	31.44

FEIN 45-1652994
Nicut Road Mitigation Project Demolition
Request for Bids (10/17, 10/24)
273.4 words set solid @ .115 per word

	Total	\$31.44
--	--------------	---------

Mountain Messenger Media publishes the Mountain Messenger, Appalachian Journal, Body Mind & Spirit, Real Estate Review, mountainmessenger.com and numerous Specialty Publications

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE is hereby given pursuant to and by virtue of the authority vested in the Substitute Trustee, WV Trustee Services, LLC, by that certain Deed of Trust dated August 26, 2004, executed by Dornwetter, William T. Trustee, to Richard A. Hill or David D. Hill, either of whom may act, the Trustee of Record in the Office of the Clerk of the County Commission of Calhoun County, West Virginia, in Book 139, at Page 187. At the time of the execution of the Deed of Trust, this property was reported to have a mailing address of 116 75 Box 420, Clifton, WV 25235. WV Trustee Services, LLC were appointed as Substitute Trustee by APPOINTMENT OF SUCCESSOR TRUSTEE dated May 14, 2019, of record in the Clerk's Office in Book 178, Page 623. The borrower defaulted under the Note and Deed of Trust and the Substitute Trustee has been instructed to foreclose under the Deed of Trust. Accordingly, the Substitute Trustee will sell the following described property to the highest bidder at the front door of the Courthouse of Calhoun County, in Grantsville, West Virginia, on the following date:
24th day of October, 2019 at 11:00 a.m.

TRACT ONE:

All of that certain lot, tract or parcel of land lying and being situate on the waters of Beech Creek of the West Fork of the Little Kanawha River, in the district of Washington county of Calhoun, state of West Virginia, and further bounded and described as follows:

BEGINNING at a stone corner to Scripta Spencer on the creek bank, thence N 18 poles to a stone in the Dunbar line, N 65 W 117 poles to the John J. Bailey corner, N 15 W, 5 poles to a hickory; S 2 W, 37 poles to a hickory; S 27 3/4 E, 34 poles to two hickories and pointers; S 59 E, 70 poles to white oak; N 80 E, 38 poles to a stone, corner to Spencer land; N 12 1/2 E, 58 poles to the beginning, containing 57 acres and 131 square poles, more or less.

However, there are hereby excepted and reserved from the foregoing boundaries, the following parcels of land that have been conveyed thereto to-wit:

1. A parcel of 14 acres and 149 poles conveyed unto John Bailey by Harriet Webb and Husband by a deed bearing date on the 10th day of March, 1910, of record in the Office of the Clerk of the County Commission of Calhoun County, West Virginia in Deed Book No. 46, at page 160

2. A parcel of 10 acres, more or less, conveyed unto Otha Jarvis by Harriet Webb and husband, by a deed dated October 22, 1917, of record in said Clerk's Office in Deed Book No. 52, at page 138.

3. A parcel of 1 acre, more or less, conveyed unto E.D. Tucker by Harriet Webb and husband dated March 23, 1911 of record in said Clerk's Office in Deed Book No. 41, at page 356.

4. A parcel of 2.9 acres, more or less, which was excepted and reserved in a deed made by Sally Ault here to William A. Schwartz dated October 22, 1991, of record in said Clerk's Office in Deed Book No. 171, at page 488.

5. A parcel of 2.05 acres, more or less, which was conveyed unto Michael D. Moore and Karen N. Moore, by Lee Roy Anderson and Alice Anderson by a deed dated May 20, 2002, of record in said Clerk's Office in Deed Book 208, at page 39.

HOWEVER, it is expressly understood and agreed between all of the parties hereto that this deed is made and accepted subject to all of the exceptions and reservations which are contained in the deeds from the predecessors in title of the party of the first part as to the oil, gas and other minerals within and underlying the aforesaid real estate, together with the mining and operating rights and privileges thereto appertaining.

It is further expressly understood and agreed between all of the parties hereto that this deed is also made and accepted subject to any easements and rights-of-way which may now be operative over, through and across the aforesaid real estate.

BEING the same real estate conveyed unto William T. Fraser by Henry C. Hawk in a deed dated February 17, 2004, and recorded in said Clerk's Office in Deed Book 212, at page 629

TRACT TWO:

All of that certain lot, tract or parcel of land lying and being situate on the waters of Beech Creek of the West Fork of the Little Kanawha River, in the district of Washington county of Calhoun, state of West Virginia, and further bounded and described as follows:

BEGINNING at a point in the center of Secondary 209R, a corner in William Dorel Deeds; thence with Deeds; S 86-15 W passing a 1 1/2 inch iron rod set at 32 feet, in all, 132 feet to an iron rod found, a corner to Michael D. Moore; thence with a new line through present tract; N 10-38 E, 466.78 feet to a 1 1/2 inch iron rod set, in a line of Roy L. Anderson; thence with Anderson; S 70-45 E, passing a 1 1/2 inch iron rod set at 288.69 feet, in all 315.42 feet to a point in Beech 1 creek; thence, S 44-15 W, 170.45 feet to a point in Secondary 209R; thence S 30-43 W, 260.70 feet to the place of beginning, containing 2.05 acres, more or less.

Being the same property conveyed to William T. Fraser by the Deed dated April 26, 2005 and recorded in Deed Book 216 at Page 135 in the Office of the Clerk of the County Commission of Calhoun County, West Virginia.

TERMS OF SALE:

- 1) The property will be conveyed in an "AS IS" physical condition by Deed containing no warranty, express or implied, subject to the Internal Revenue Service right of redemption, all property taxes, prior Deeds, liens, reservations, encumbrances, restrictions, rights-of-way, easements, servitudes, conveyances and conditions of record in the Clerk's Office affecting the subject property.
- 2) The Purchaser shall be responsible for the payment of the transfer taxes imposed by the West Virginia Code § 11-22-1
- 3) The Beneficiary and/or the Servicer of the Deed of Trust and Note reserve the right to submit a bid for the property at sale.
- 4) The Trustee reserves the right to continue sale of the subject property from time to time by written or oral proclamation, which continuance shall be in the sole discretion of the Trustee.
- 5) The Trustee shall be under no duty to cause any existing tenant or person occupying the property to vacate said property, and any personal property and/or belongings remaining at the property after the foreclosure sale will be deemed to constitute ABANDONED PROPERTY AND WILL BE DISPENSED OF ACCORDINGLY.
- 6) The total purchase price is payable to the Trustee within thirty (30) days of the date of sale, with ten (10%) of the total purchase price payable to the Trustee at sale.

WV Trustee Services, LLC, Substitute Trustee

BY:

[Signature]
Dianne Reynolds, Limited Signing Officer
WV Trustee Services, LLC
McGuire Office Center
618 Tenth Street, Suite 108
Huntington, WV 25701
(304) 853-3336
dianne.reynolds@wvtrusteeservices.com

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

NOTICE TO CONTRACTORS

Bids will be received electronically by the West Virginia Department of Transportation, Division of Highways through the Bid Express Bidding Service (www.bids.com) and by sealed proposals (only when prequalification is waived) being received at its office in Building 5, Room 843, 1900 Kanawha Boulevard East, Charleston, West Virginia until November 19, 2019 at 10:00 AM (Eastern Standard Time). The bids will be downloaded and/or opened and read publicly thereafter for the construction of the following project(s):

Cell Contract #	State Project	Federal Project	Description
003 1205334	\$307.5-16.62 00	STP-0005(130)D	STRUCTURE REPLACEMENT HENRIETTA BRIDGE 0.03 MI W CR 3533 COUNTY: CALHOUN
BRIDGE: 1570.1	CONCRETE SLAB ON FABRICATED STEEL GIRDER		
SPAN(S): 3	STRUCTURE STEEL: 61,710.00		
USE QUOTE: 4%	OF CONTRACT BID AMOUNT. BIDDER MUST PROVIDE WRITTEN ASSURANCE OF MEETING QUOTE ON FORM IN PROPOSAL.		

REMARKS:

Proposals will be received from prequalified and West Virginia licensed contractors only except that on Federal-Aid Projects a contractor's license is not required at time of bid, but will be required before work can begin. Registration is required with the Department of Administration, Division of Purchasing, in accordance with Chapter 5A, Article 3, Section 12 of the West Virginia Code. All contractors submitting bids on projects must include one of the following forms properly executed with each proposal: Proposal Guaranty Bond, Cashier's Check, or Certified Check, for \$500.00 or 5% of the total bid, whichever is greater.

*These are projects on which any contractor with a Category "W" Prequalification Rating may be eligible to bid.

The West Virginia Department of Transportation, Division of Highways reserves the right to defer, delay or postpone the date for receiving and publicly opening proposals for any project designated in this advertisement, without the necessity of renewing such advertisement. All bidders holding valid bidding proposals will be notified of such deferral, delay or postponement and the date that proposals will be received and publicly opened.

The West Virginia Department of Transportation, Division of Highways hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an award.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Ryland W. Musick, P.E.

Deputy State Highway Engineer - Planning and Programming

LEGAL NOTICE -- LEGAL NOTICE

Calhoun County Commission

Nicot Road Abatement Project

Demolition

REQUEST FOR BIDS

The Calhoun County Commission is seeking sealed bids for the demolition of one private dwelling located on Nicot Road near Orma, WV, in Calhoun County. The scope of work will entail the removal of all debris resulting from said demolition, as well as site restoration following the demolition. Said dwelling has been purchased by the Calhoun County Commission through the Hazard Mitigation Grant Program, funded by the Federal Emergency Management Agency (FEMA) and the WV Division of Homeland Security & Emergency Management.

A mandatory pre-bid conference will be held on Thursday, October 31st, 2019, at 1:00 p.m. at the Arnoldsburg Community Building. All interested contractors, or their representatives, must be present to be eligible to bid. Bids will be accepted at the Calhoun County Clerk's Office until **Tuesday, November 19th, 2019 at 11:00 a.m.**, at which time they will be opened and read aloud. If a bid is awarded, all work must be completed within 30 days.

The Calhoun County Commission reserves the right to reject any or all bids. The Bid Specifications, Form of Bid, and other related documents will be available at the mandatory pre-bid conference. Each bidder must deposit with his/her bid, security in the amount and form and subject to conditions provided in the bid package. No bidder may withdraw his/her bid within 30 days after the date of the bid opening. For further information, contact Tim Necks at the Mid-Ohio Valley Regional Council (304) 422-4993 ext 135

LEGAL NOTICE -- LEGAL NOTICE

NOTICE OF PUBLIC HEARING ON

TOWN OF GRANTVILLE WATER RATE ORDINANCE

A public hearing will be held on Monday, November 4, 2019, at 4:00 p.m., prevailing time, on the following ordinance which was introduced on Monday, October 7, 2019. Any person interested may appear before the Town Council of the Town of Grantsville (the "Town") at the Town Hall, Grantsville, West Virginia, and present any comments or protest thereon. Following which hearing Town Council shall take such action as it shall deem proper. The proposed ordinance is titled:

Grant Writing Workshop

Parkersburg Area Community Foundation and its regional affiliates are offering a grant writing workshop for non-profit organizations and interested individuals on Monday, Nov. 4, 8:30 a.m. to noon, at 317 8th St., Parkersburg.

The program will be led by Alice Ruhke with The Grant Advantage and Stacey Varner and Janet Mongillo with the Parkersburg and Wood County Public Library.

The are to enable participants to:

- Understand what funders are looking for in grant applications;
- Decipher confusing grant-related terminology;
- Have a usable system to connect all the pieces of a grant application; and
- Have strategies to

BOOK 611611 P0011005


THE CALHOUN CHRONICLE
353 Main Street, Grantsville, WV 26147
304-354-6917

CERTIFICATE OF PUBLICATION

State of West Virginia
County of Clay, SS:

I, Kathleen Stickley, one of the Editors or Agents of The Calhoun Chronicle, a weekly newspaper of general circulation published at Grantsville, WV in the County of Calhoun, State of West Virginia, do certify that publication of the advertisement or advertisements Nicut Road Mitigation Project, attached hereto was made in 2 issue(s) of the newspaper, dated October 17th and 24th, 2019.

Given under my hand this 24th Day of October 2019.



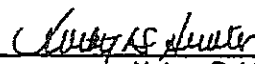
Editor or Publisher

\$55.02
Publication fee

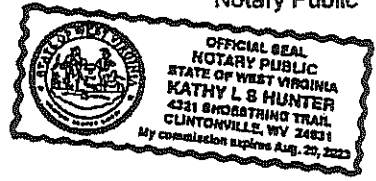
Subscribed and Sworn to before me

This 24 day of October, 2019

My commission expires: August 20, 2023

Signature 

Notary Public



Invoice

Calhoun Chronicle/Grantsville News
Mountain Media, LLC
P.O. Box 429
Lewisburg, WV 24901
304-647-5724

DATE	INVOICE #
10/24/2019	19-214986

BILL TO

Mid-Ohio Valley Regional Council
Tim Meszkes
709 Market Street
PO Box 247
Parkersburg, WV 26101

P.O. NO.	TERMS	PROJECT
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QUANTITY	DESCRIPTION	RATE	AMOUNT
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	Legal Advertising in The Calhoun Chronicle Subsequent run at 75% of First Run. Thank You.	23.58	23.58
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FEIN 45-1652994
Nicut Road Mitigation Project Request for Bids
(10/17, 10/24)
273.4 words set solid @ .115 per word

	Total	\$23.58
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Mountain Messenger Media publishes the Mountain Messenger, Appalachian Journal,
Body Mind & Spirit, Real Estate Review, mountainmessenger.com and numerous Specialty Publications

LEGAL NOTICE -- LEGAL NOTICE

TRUSTEE'S SALE OF VALUABLE REAL ESTATE
 The undersigned Trustee, acting on the authority granted by that certain Deed of Trust, dated May 10, 2012, and duly recorded in the Office of the Clerk of the County Commission of Calhoun County, West Virginia, in Trust Deed Book 162, at page 636, whereby Henry Hawk and Tennessee Rogers did convey unto James Bennett and Drew Patton, Trustee, certain real property particularly described in said Deed of Trust and, default having been made under the said Deed of Trust, the Trustee has been instructed, by the secured party, to foreclose under said deed-of-trust and will offer said real property for sale at public auction at the front door of the Calhoun County Courthouse in Grantville, West Virginia, in accordance with said deed-of-trust, on: November 20, 2019, at 2:00 p.m.

The subject property being: All that certain lot, tract or parcel of real estate, together with all appurtenances thereunto belonging and appertaining and all improvements thereon, lying and being situate on the waters of Trout Lick Run, a tributary of Beech Fork, in the district of Washington, county of Calhoun, state of West Virginia, bounded and described as follows:

BEGINNING at an iron rod at a point in Secondary 1629 in a line of Carl B. Jarvis as described in Deed Book 97, at page 204; thence with Jarvis N-21-26-E 519.75' to an iron rod set; thence N-79-44-W 216.28' to an iron rod set; thence N-40-23-W 99.00' to an iron rod set; thence N-45-44-W 99.00' to an iron rod set; thence N-15-44-E 99.00' to an iron rod set; thence N-20-45-E 99.00' to an iron rod set; thence N-24-23-E 132.00' to an iron rod set; thence N-24-13-E 313.50' to an iron rod set; thence N-13-03-E 181.50' to an iron rod set; thence N-53-54-W 231.00' to an iron rod set, corner to Hazel Buford; thence with Buford S-72-07-W 1340.34' to a point in Secondary 1629; thence leaving Buford and with 46.17 acre tract and the center of Secondary 1629, S-43-21-E 159.16' to a point; S-53-35-E 45.23' to a point; thence S-54-55-E 130.89' to a point; thence S-51-27-E 150.76' to a point; thence S-36-18-E 41.28' to a point; thence S-61-07-E 44.96' to a point; thence S-67-E 29-E 33.00' to a point; thence S-72-12-E 75.13' to a point; thence S-73-24-E 201.09' to the place of beginning, containing 16.63 acres, more or less. A plat showing the description of this property has been recorded in the office of the Clerk of the County Commission of Calhoun County, West Virginia, in Deed Book 198, at page 1.

Being all the land lying on the north side of Secondary 1629 and being the same real estate conveyed unto Henry C. Hawk by George Zidek, Sr. and Helen Carrie Zidek, husband and wife, by deed dated the 17th day of February, 2004, and of record in the office of the Clerk of the County Commission of Calhoun County, West Virginia, in Deed Book 213, at page 106.

The subject property will be sold in "AS IS" condition. The Trustee and the secured party shall be under no duty or obligation to cause any existing tenant or person occupying the subject property to vacate said property.

TERMS: The above-described property will be sold by the undersigned Trustee or his agent by auction to the highest bidder, for cash in hand on the day of sale or under any different, other, or additional sale terms as he, in his reasonable discretion, determines to be appropriate or advisable.

FEDERAL TAX LIEN: In the event that there are Federal Tax Liens against the property, the United States would have the right to redeem the property within a period of 120 days from the date of such sale or the period allowable for redemption under local law, whichever is longer.

The Trustee reserves the right to continue the sale, or to adjourn the sale, without further notice other than by posting, or by oral announcement at the time and place of sale as set forth above.

Drew Patton, Trustee
 210 Court Street
 Spencer, WV 25276
 (304) 927-1900

Vaccinate For Flu Protection

According to Mid-Ohio Valley Health Dept., flu season is just around the corner, and it is time to protect yourself and your family by getting a flu vaccine. Anyone six months of age or older should get the flu vaccine. The Center for Disease Control (CDC) recommends that all individuals get the vaccine.

MOVHD offers flu vaccines at all six locations, including Calhoun County. It bills Medicare, W.Va. Medicaid, Health Plan, Actua Better Health of W.Va., UniCare, United Health, PEIA, Highmark Blue Cross/Blue Shield, and W.Va. Family Health.

If you do not have insurance, the cost is \$25. If you are over 65 and do not have Medicare, it is \$30 for the high dose. Payment is due on the date of service.

Appointments are needed. For information or to check on times available, call 1-888-550-6797, ext. 123, or 354-6101.

VFW Post 5959

VFW Post 5959, Grantville, is open Tuesday-Sunday at 1 p.m. Hotdogs and handcut french fries are served Wednesdays and Saturdays during 8 p.m. pool tournaments, with \$6 entry fee.

Watch your favorite football teams play on Sunday, with hotdogs and french fries available.

Rush Run CEOS Meets

by Judy Wolfgram
 Rush Run CEOS Club met on Oct. 1, with president Sue Collins opening the meeting with a poem, "Of God." She also led devotions. I read the minutes from last meeting and did roll call, and asked for volunteer hours and recycling pounds.

Under old business, speakers for next year were discussed. Next month's Thanksgiving dinner was planned and the menu worked out. Cards were signed for Get Well and Birthdays. Book lists were turned in. Money was collected for the food pantry and Bonnie's Bus. Sue won the surprise package.

Lori Fleagle was our speaker, as October is Domestic Abuse Awareness Month. She works with the Domestic Abuse Response Team in Calhoun County. She had a very informative presentation. She handed

LEGAL NOTICE -- LEGAL NOTICE -- LEGAL NOTICE

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
 Division of Highways
 NOTICE TO CONTRACTORS**

Bids will be received electronically by the West Virginia Department of Transportation, Division of Highways through the Bid Express Bidding Service (www.bids.com) and by sealed proposals only when prequalification is waived being received at its office in Building 3, Room 843, 1900 Kanawha Boulevard East, Charleston, West Virginia until November 19, 2019 at 10:00 AM (Eastern Standard Time). The bids will be downloaded and/or opened and read publicly thereafter for the construction of the following project(s):

Call Contract	State Project	Federal Project	Description
003 1205334	5397-3-16.62 00	5TP-0005(130)D	STRUCTURE REPLACEMENT HENRIETTA BRIDGE 0.03 MI W CR 35.33 COUNTY: CALHOUN

**BRIDGE: (17%) CONCRETE SLAB ON FABRICATED STEEL GIRDER
 SPAN(S): 3
 STRUCTURE STEEL: 63,710.00
 BBE GOAL: 4% OF CONTRACT BID AMOUNT. BIDDER MUST PROVIDE WRITTEN ASSURANCE OF MEETING GOAL ON FORM IN PROPOSAL.**

REMARKS:
 Proposals will be received from prequalified and West Virginia licensed contractors only, except that on Unseal-Bid Projects a contractor's license is not required at time of bid, but will be required before work can begin. Registration is required with the Department of Administration, Division of Purchasing, in accordance with Chapter 5A, Article 3, Section 12 of the West Virginia Code. All contractors submitting bids on project(s) must include one of the following forms properly executed with each proposal: Proposal Guaranty Bond, Cashier's Check, or Certified Check for \$500.00 or 5% of the total bid, whichever is greater.

*These are projects on which any contractor with a Category "W" Prequalification Rating may be eligible to bid.

The West Virginia Department of Transportation, Division of Highways reserves the right to defer, delay or postpone the date for receiving and publicly opening proposals for any project designated in this advertisement, without the necessity of renewing such advertisement. All bidders holding valid bidding proposals will be notified of such deferral, delay or postponement and the date that proposals will be received and publicly opened.

The West Virginia Department of Transportation, Division of Highways hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an award.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
 Division of Highways
 Ryan W. Musick, P.E.
 Deputy State Highway Engineer - Planning and Programming

LEGAL NOTICE -- LEGAL NOTICE

**Calhoun County Commission
 Nicut Road Mitigation Project
 Demolition
 REQUEST FOR BIDS**

The Calhoun County Commission is seeking sealed bids for the demolition of one private dwelling located on Nicut Road near Orma, WV, in Calhoun County. The scope of work will entail the removal of all debris resulting from said demolition, as well as site restoration following the demolition. Said dwelling has been purchased by the Calhoun County Commission through the Hazard Mitigation Grant Program, funded by the Federal Emergency Management Agency (FEMA) and the WV Division of Homeland Security & Emergency Management.

A mandatory pre-bid conference will be held on Thursday, October 31st, 2019, at 1:00 p.m. at the Arnoldsburg Community Building. All interested contractors, or their representatives, must be present to be eligible to bid. Bids will be accepted at the Calhoun County Clerk's Office until Tuesday, November 12th, 2019 at 11:00 a.m., at which time they will be opened and read aloud. If a bid is awarded, all work must be completed within 30 days.

The Calhoun County Commission reserves the right to reject any or all bids. The Bid Specifications, Form of Bid, and other related documents will be available at the mandatory pre-bid conference. Each bidder must deposit with his/her bid, security in the amount and form and subject to conditions provided in the bid package. No bidder may withdraw his/her bid within 30 days after the date of the bid opening. For further information, contact Tim Atchka at the Mid-Ohio Valley Regional Council (304) 422-4993 ext 135.



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We offer:

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Call 617/111 2011005

THE CALHOUN CHRONICLE

353 Main Street, Grantsville, WV 26147

304-354-6917

CERTIFICATE OF PUBLICATION

State of West Virginia

County of Clay, SS:

I, **Kathleen Stickley**, one of the Editors or Agents of **The Calhoun Chronicle**, a weekly newspaper of general circulation published at Grantsville, WV in the County of Calhoun, State of West Virginia, do certify that publication of the advertisement or advertisements **Nicut Road Mitigation Project**, attached hereto was made in **2 issue(s)** of the newspaper, dated **October 17th and 24th, 2019**.

Given under my hand this **24th** Day of **October** 20**19**.



Editor or Publisher

\$55.02

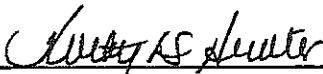
Publication fee

Subscribed and Sworn to before me

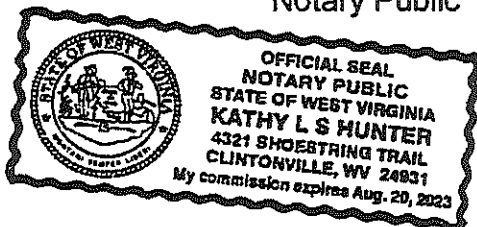
This 24 day of October, 2019

My commission expires: August 20, 2023.

Signature _____



Notary Public



STATE OF WEST VIRGINIA

**DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

**Hazard Mitigation Grant Program
AGREEMENT FOR FINANCIAL ASSISTANCE**

NAME OF SUB-RECIPIENT: Calhoun County Commission	
COMPLETE MAILING ADDRESS: PO Box 203 Grantsville, WV 26147	
TELEPHONE NO: (304) 354-6725	
COMMUNITY I.D. NO: 540020	
NAME OF SUB-RECIPIENT'S AGENT: Scottie Westfall	COUNTY: Calhoun

PROJECT APPLICATION NUMBER: FEMA-4273-DR-WV-0039
--

I. PURPOSE:

This document shall constitute Hazard Mitigation Grant Program Agreement for Financial Assistance between the State of West Virginia and the above-named Sub-Recipient. This document, and all of the terms and conditions contained herein, shall apply to the Hazard Mitigation Grant Program, Catalog of Federal Domestic Assistance (CFDA) Number 97.039, authorized under FEMA-4273-DR-WV.

II. FEDERAL FUND AWARD:

A. Grant Award:

1. Division of Homeland Security and Emergency Management (WVDHSEM) agrees to award federal funds to the Sub-Recipient in order to provide exclusive funding for eligible costs incurred within the approved Scope of Work (SOW) for the project and which are allowable as defined in 2 CFR Part 206, and 2 CFR Part 225 and West Virginia Code, Chapter 12, Article 3A, Chapter 15 Article 5, Chapter 21 Article 5A et seq. The approved Scope of Work is part of your application for funding and is incorporated herein. It is further agreed that if additional funding is necessary due to a change in the Scope of Work that has been approved by FEMA and WVDHSEM, the award may be increased with a letter signed by the Sub-Recipient, the WVDHSEM Director and Comptroller Operations. WVDHSEM and the Sub-Recipient agree that should the federal grant SOW be changed by FEMA, the aforementioned change shall be deemed changed without the need to amend this grant agreement.

2. The amount of this Grant Agreement is **\$79,100**. This grant amount represents the total Federal share and the Non-Federal Share of the cost of the Project.
3. Based upon the provisions of this Grant Agreement, the funding for this FEMA grant is 75% federal funding.
4. Total estimated cost of the mitigation project is: **\$79,100**
 - a. 75% Federal contribution is: **\$59,325**
 - b. 0%* State contribution is: **\$0.00**
 - c. 0% Global match contribution is: **\$19,775**
5. This agreement will be in effect for the period **January 30th 2019** through **January 30th 2022**. WVDHSEM and the Sub-Recipient agree that should the federal grant period be extended by FEMA; the aforementioned grant period shall be deemed extended without the need to amend this grant agreement.
6. The Sub-Recipient agrees that the Non-Federal cost share will be utilized in direct support of the approved Project.
7. The Sub-Recipient agrees that in consideration of the receipt of the federal funds in this grant agreement, it will comply with all of the terms, conditions, requirements, and limitations set forth.
8. The Sub-Recipient's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of Federal and State financial assistance.
9. The Sub-Recipient's Agent has the legal authority to apply for Hazard Mitigation assistance on behalf of the Sub-Recipient and is authorized to execute all required forms on behalf of the Sub-Recipient.
10. The Sub-Recipient has the legal authority to accept Hazard Mitigation assistance and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal mitigation funds.
11. The Sub-Recipient agrees to use the Hazard Mitigation assistance funds solely for the purposes for which the funds are approved and provided by the federal government and the State.
12. The Sub-Recipient agrees to complete all approved work items within the time limits that are established by the Governor's Authorized Representative (GAR) or Alternate GAR, the State Hazard Mitigation Officer, or the federal government.
13. The Sub-Recipient shall participate in the development of, and shall coordinate and monitor the implementation of the local mitigation measures, and shall regulate and control development within hazardous areas according to local, state and federal laws, and regulations.

14. The Sub-Recipient agrees to establish internal personnel safeguards which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.
 15. The Sub-Recipient certifies that the federal and state disaster assistance funds requested through the execution of this grant agreement does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.
- B. Federal Funding Accountability and Transparency Act (FFATA)
(Pub L. 109-282, effective October 1, 2010)
1. The Sub-Recipient agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as described below. This form is to be completed, signed and incorporated as part of this agreement.
 2. Registration and Identification Information - Sub-Recipient must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration. Prime Recipient reporting FFATA information will use the FFATA sub-award reporting system (<http://fsrs.gov>) to report sub-award information.
 3. Sub-Recipient must provide its assigned DUNS number to the State along with Sub-Recipient's return of the signed grant agreement. The State will not process this grant until such time that Sub-Recipient provides this information.
 4. Primary Location - Sub-Recipient must provide to the State the primary location of performance under the award, including the city, state, and zip+4. If performance is to occur in multiple locations, then the Sub-Recipient must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.
 5. Sub-Recipient must provide this information to the State along with Sub-Recipient's return of the signed grant agreement. The State will not process this grant until such time that Sub-Recipient provides this information.
 6. Compensation of Officers - Sub-Recipient must provide to the State the names and total compensation of the five most highly compensated officers of the entity if—
 - a. The entity in the preceding fiscal year received—
 - b. 80 percent or more of its annual gross revenues in Federal

awards; and

- c. \$25,000,000 or more in annual gross revenues from Federal awards: and
- d. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. If the Sub-Recipient does not meet the conditions listed above, then it must specifically affirm to the State that the requirements of this clause are inapplicable to the Sub-Recipient. Sub-Recipient must provide information responding to this question along with Sub-Recipient's return of the signed grant agreement. The State will not process this grant until such time that Sub-Recipient provides such information responding to this question.

III. Funds and Project Management

- A. The Sub-Recipient certifies that the Grant funds will be expended according to the purposes of this Grant Agreement.
 - 1. The Sub-Recipient agrees to submit, prior to any disbursement of grant funds by WVDHSEM to the Sub-Recipient, a Project cost itemization and payment timeline which shall include, but not be limited to, all anticipated Project costs, contractor payment requirements, Project progression phase schedule (if applicable) and approximate Project payment due date(s). The Sub-Recipient and WVDHSEM agree that once WVDHSEM reviews and authorizes the payment timeline, it will be incorporated herein as part and parcel of this Grant Agreement. Thereafter, WVDHSEM will disburse a percentage of federal funds to the Sub-Recipient for Project payment(s) in accordance with the Project payment timeline. Each phase of the Project must be completed and accounted for before WVDHSEM releases federal grant funds to the Sub-Recipient for the next Project phase.
 - 2. The Sub-Recipient is aware and certifies that early recognition of project impediments by the Sub-Recipient and the Sub-Recipient's Agent will effectively assist all concerned parties in meeting the approved Period of Performance (POP) and SOW requirements.
 - 3. It is expected that good project management will be demonstrated by the Sub-Recipient throughout the lifetime of the project. Good project management activities will culminate in the final project's closeout as identified in the approved timeline and SOW; failure to do so will jeopardize your jurisdiction's future participation in additional Unified Hazard Mitigation Assistance grants.
 - 4. The Hazard Mitigation project closeout will be in accordance with the original project schedule and State and Federal requirements governing the Hazard Mitigation Grant Program as conditioned under

the Agreement for Financial Assistance. Any potential delays to project completion within the original POP WILL be discussed with your WVDHSEM Project Officer as soon as possible to keep your project on track to a successful conclusion and any delays or concerns will be annotated in the required FEMA Quarterly Progress Report.

5. The Sub-Recipient agrees that SOW changes must be requested in writing and must have prior approval from WVDHSEM AND FEMA before any deviation is authorized. Failure to receive approval may subject the Sub-Recipient to loss of funding and may cause termination of the project. SOW changes must be submitted in writing on official letterhead and sent to WVDHSEM.
6. The Sub-Recipient agrees to submit time extension requests to WVDHSEM on official letterhead no later than ninety (90) days prior to the Period of Performance (POP) deadline. Requests shall not be automatically granted and WVDHSEM Project Manager's need to stay, if at all possible, within the original POP timeframe. All work should stop at the POP, until extension is approved or denied. If work continues and extension is denied, the Sub-Recipient agrees that costs be incurred after the POP may not reimbursable.

B. FOR ALL ADVANCES ONLY:

1. The Sub-Recipient agrees to submit a monthly reconciliation report to WVDHSEM by the tenth (10th) working day of each month during and until the conclusion of the performance period of this Grant Agreement. This monthly reconciliation report shall be comprised of the following required information:
 - a. Account balance and any interest earned from account stated in subsection G below; and
 - b. Monitoring report to include project progress and project cost breakdown to date.
2. The Sub-Recipient agrees that if it fails to submit the required monthly reconciliation report to WVDHSEM within the time allotted to submit such report, WVDHSEM may **withhold** any further disbursement of grant funds to the Sub-Recipient until the report is submitted and deemed complete by WVDHSEM.

C. FOR ALL ADVANCES & REIMBURSEMENT:

1. The Sub-Recipient agrees to submit (in a format provided by WVDHSEM) Hazard Mitigation Grant Program Quarterly Progress Reports to WVDHSEM quarterly on or before January 15, April 15, July 15 and October 15 of each year to document the progress achieved towards completing the Project. Failure to submit the quarterly reports may temporarily shut down the project until the Quarterly Report requirement is satisfied.

- D. Failure to Complete the Project: The Sub-Recipient agrees that if it fails to complete the Project, or if less than the full amount of the grant funds is needed to carry out the Project, or if the Sub-Recipient does not expend grant funds in accordance with the Grant Agreement and payment timeline within 30 days, or if the Sub-Recipient uses the grant funds for any unauthorized activities, the Sub-Recipient shall, upon request of WVDHSEM, (1) repay to WVDHSEM grant funds that, as determined by WVDHSEM, are unused, improperly used, or exceed the amount of the total project activities and (2) pay to WVDHSEM interest or other income or accumulations earned on such grant funds from the date the Sub-Recipient received the funds. The amount of interest or other earnings on the funds that shall be repaid will be anticipated accrued interest earnings.
- E. Accounting: The Sub-Recipient agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards to record disaster related expenditures.
- F. FDIC/FLIC: The Sub-Recipient agrees that all funds received by the Sub-Recipient shall be deposited and maintained in a bank or financial institution insured by the FDIC or FSLIC in a non-interest bearing account and will be used solely for the purposes listed in this Grant Agreement. Income earned and expended shall be recorded and reported as part of the closeout documentation. Upon receipt of advance payment funds from WVDHSEM, the funds must be promptly deposited into a separate non-interest bearing account in a bank or other financial institution insured by the FDIC or FSLIC. Payments generated on behalf of the Sub-Recipient must be directly drawn from this non-interest bearing account.
- G. Interest: Interest bearing accounts are highly discouraged by WVDHSEM. The Sub-Recipient agrees that any interest earned on funds deposited in an account as stated in section F above in excess of \$10.00 per year shall be returned to WVDHSEM by check and endorsed to the State of West Virginia. Such return, if applicable, shall be submitted to WVDHSEM at least quarterly for that interest earnings in excess of \$10.00 per year. Failure to return such interest may result in recapture of funds by WVDHSEM and withholding of further disbursements of grant funds to the Sub-Recipient until reconciliation occurs.
- H. Non-Compliance: The Sub-Recipient agrees that noncompliance with the conditions of this Grant Agreement shall be grounds for the recapture of funds provided to the Sub-Recipient. If the Sub-Recipient fails to refund the monies as per Paragraph D above, the State, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the Sub-Recipient by any State agency or department.

D. AUDITS, PAYMENTS AND PAPERWORK REQUIREMENTS

- A. The Sub-Recipient acknowledges that all funds received are subject to audit by federal or state agencies. The Sub-Recipient agrees to comply with the Single Audit Act Amendments, 31 U.S.C. § 7501 *et seq.*, as promulgated by 2 CFR Part 200, "Audits of States, Local Governments and Nonprofit Organizations",

and any amendments to these regulations or circular.

- B. The Sub-Recipient agrees to comply with the audit requirements as set forth in the Audit Clause. The State reserves the right for federal and state agencies to perform additional audits or program reviews.
- C. The Sub-Recipient agrees to give federal and state agencies, as designated by the Governor's Authorized Representative, access to, and the right to examine, all records and documents that are related to the HMGP grant.
- D. The Sub-Recipient agrees to submit all periodic program and financial reports that are required by the State to the appropriate state agency. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by WVDHSEM.
- E. The Sub-Recipient agrees to comply with the Registration and Identification Information and the Federal Funding Accountability Transparency Act.
- F. The Sub-Recipient agrees that it will not enter into any contract for which payment to the contractor is contingent upon receipt of federal or state funds.
- G. It is the responsibility of the Sub-Recipient to ensure that the information contained in the State's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- H. The Sub-Recipient certifies that all costs claimed under this application are for actual costs incurred by the Sub-Recipient in the performance of authorized work as defined in the eligibility criteria established by FEMA.
- I. The Sub-Recipient agrees to return to the State, within thirty (30) days of written request by the Governor's Authorized Representative, all funds advanced which are not supported by audit or other federal or state review of documentation maintained by the Sub-Recipient. IF THE SUB-RECIPIENT FAILS TO REFUND THE MONIES, THE STATE RESERVES THE RIGHT TO OFFSET THE AMOUNT DUE AGAINST ANY EXISTING OR FUTURE SUMS OF MONEY OWED THE SUB-RECIPIENT BY ANY STATE AGENCY OR DEPARTMENT.
- J. In accordance with 2 CFR Part 225, any expenditure charged to this grant may not be included as a cost to any other Federal award.
- K. The Sub-Recipient agrees to retain all cost-supporting records and documentation for a period of **seven years** from the date that it receives its final Hazard Mitigation Grant Program payment from the State or the final audit of its financial records is completed, whichever is **later**.

IV. COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS

A. National Flood Insurance Program (NFIP):

1. The Sub-Recipient agrees to maintain good standing with the NFIP and comply with local regulations pertaining to the NFIP; and agrees to bring into NFIP compliance all structures identified through Community Assistance Visits (CAV's) to the maximum extent possible. Failure to enforce NFIP requirements for all development in identified flood hazard areas will result in the Sub-Recipient repaying the federal funds and state funds related to the Project.
2. The Sub-Recipient agrees to comply with the flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. § 4001 *et seq.*
3. The Sub-Recipient shall comply with 2 CFR Part 200 in all procurements, including the contract provisions found in it.
 - a. Prevailing Wage: The Sub-Recipient shall comply, as applicable, with provisions of Federal laws and regulations pertaining to labor standards and the State of West Virginia Prevailing Wages laws and regulations.

B. Environmental

1. The Sub-Recipient agrees to comply with the requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1387.
2. The Sub-Recipient agrees to comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7642.
3. The Sub-Recipient agrees to comply with the requirements of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*
4. The Sub-Recipient agrees to comply with the requirements of the Endangered Species Act, as amended, 7 U.S.C. § 136 *et seq.*, 16 U.S.C. §§ 1531–1544 and 16 U.S.C. § 460 *et seq.*
5. The Sub-Recipient agrees to comply with the requirements of the Federal Emergency Management Agency's disaster assistance regulations contained in 44 CFR Part 206.
6. Failure to comply with any environmental condition or requirement will result in the Sub-Recipient reimbursing WVDHSEM any federal and/or state funds expended on the property where environmental non-compliance has occurred.

C. Political Activities Exclusion

1. The Sub-Recipient agrees to comply with those provisions of the Hatch Act, which limit the political activities of public employees.

2. The Sub-Recipient certifies that it will not use any federal funds for lobbying and will disclose the use of Non-Federal funds for lobbying by filing any documentation and/or forms that are required by either the federal government or the State.

D. Drug-Free Workplace Act

1. The Sub-Recipient agrees to comply with provisions of the Drug-Free Workplace Act.

E. Historical Preservation

1. The Sub-Recipient agrees to comply with the requirements of the National Environmental Policy Act, as amended, 42 U.S.C. §§ 4321 – 4335, and the regulations contained in 44 CFR Part 10, and other federal and state environmental laws and regulations in the implementation of the Project. WVDHSEM will provide the Sub-Recipient with a signed copy of the Record of Environmental Considerations (REC) and supporting letters and documentation as soon as FEMA approves the Project. The REC will identify any special conditions placed on the Project that may impact demolition activities, the elevation of any structures, underground storage tanks, cutting of trees or removal of fences or vegetation and disposal of any materials in approved dump sites and so on.
2. The Sub-Recipient agrees to comply with the requirements of the National Historic Preservation Act, 16 U.S.C. § 470 *et seq.*, and the applicable regulations found at 36 CFR Part 800 and 44 CFR Part 208.

V. **COMPLIANCE WITH STATE REQUIREMENTS**

- A. The Sub-Recipient shall comply with all applicable State and local ordinances, laws, regulations, building codes and standards applicable to this Project.
- B. The Sub-Recipient agrees to comply with the State's Standard Contract Terms and Conditions.
- C. The Sub-Recipient agrees to comply with all applicable federal, state, and local procurement laws, regulations or directives.
- D. The Sub-Recipient agrees that it will not enter into any cost plus-percentage-of-cost contracts for the completion of any disaster restoration or repair work projects.
- E. The Sub-Recipient agrees that it will not enter into any contract with any party that has been debarred or suspended from either contracting with or participating in any federal or State assistance programs.
- F. The Sub-Recipient agrees to comply with the State's Right-to-Know Law provisions.
- G. The Sub-Recipient agrees to provide to the State the primary location of

performance under the award, including the city, State, and zip or zip+4. If performance is to occur in multiple locations, then the Sub-Recipient must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

- H. The Sub-Recipient agrees to provide this information to the State along with the Sub-Recipient's return of the signed grant agreement. The State will not process this grant until such time that the Sub-Recipient provides this information.
- I. If the Sub-Recipient does not meet the conditions listed above, then it must specifically affirm to the State that the requirements of this clause are inapplicable to the Sub-Recipient. The Sub-Recipient must provide information responding to this question along with the Sub-Recipient's return of the signed grant agreement. The State will not process this grant until such time that the Sub-Recipient provides such information responding to this question.

VI. DEED RESTRICTION (44 CFR PART 80.19)

- A. The Sub-Recipient agrees to comply with FEMA's Deed Restrictions and record same with regard to deed conveyances of any property acquired, accepted, or from which structures are removed.
- B. ***federal entity name*** Model Deed Restrictions: Deed restrictions that support 44 C.F.R. Part 80 requirements can be found at: http://www.fema.gov/government/grant/resources/hma_deed_restriction.shtml. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements. The deed conveying the property to the locality must reference and incorporate FEMA's Exhibit A (or equivalent name). ANY VARIATION from the model deed restriction can ONLY be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to FEMA through the relevant State Office. Exhibit A shall be attached to the deed when recorded.
 - 1. **Inspection:** FEMA, its representatives and assigns including the State shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 - 2. **Monitoring and Reporting:** Three years from the original date of final project closeout and every three years thereafter, the Sub-Recipient, in coordination with any current successor in interest, shall submit through the State to FEMA a report certifying that the Sub-Recipient has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

3. Enforcement: The Sub-Recipient, the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award.

VII. Hold Harmless

- A. The Sub-Recipient agrees to hold the State harmless from any and all claims, demands, lawsuits or other causes of action based upon or arising out of any activities performed by its employees, agents, representatives or independent contractors and subcontractors that involve HMGP projects and work related activities that are funded either directly or indirectly by the State.

VIII. Enforcement Provisions (44 CFR 13.43)

- A. Award Terms Compliance. In addition to enforcement actions stated in this Grant Agreement, WVDHSEM may take other enforcement actions available to the awarding agency, as appropriate in the circumstances, if the Sub-Recipient fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere.
- B. Hearing, appeals. In taking an enforcement action, WVDHSEM will provide an opportunity for such hearing, appeal, or other administrative proceeding to which WVDHSEM or the Sub-Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension. Costs resulting from obligations incurred by the Sub-Recipient during a suspension or after termination of an award are not allowable unless WVDHSEM expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 1. The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

IX. Close-Out (44 CFR PART 13.50)

- A. The Sub-Recipient will notify WVDHSEM as soon as the Project has been completed and will provide a Final Progress Report and financial report within 30 days.
- B. The closeout of the grant does not affect the right of WVDHSEM to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or

other transactions, records retention as required in Part 13.42, Property management requirements in Parts 13.31 and 13.32, and audit requirements in Part 13.26.

- C. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

X. Amendments

- A. This Grant Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the parties hereto.
- B. It is further agreed that if additional funding becomes available, the federal award may be increased with a letter signed by the Sub-Recipient, the WVDHSEM Director and/or State Hazard Mitigation Officer.

XI. Termination

- A. WVDHSEM may terminate the Grant Agreement in whole, or in part, at any time before the POP:
 - 1. Whenever it is determined that the terms and conditions of the Grant Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by WVDHSEM. Payment or recoveries by WVDHSEM shall be in accordance with the legal rights and obligations of the parties.
 - 2. In the event that anticipated federal funds are not obtained or continued at a sufficient level.
 - 3. At the discretion of WVDHSEM upon written notification to the Sub-Recipient with effective termination date. Payments or recoveries by WVDHSEM shall be in accordance with the legal rights and obligations of the parties.

IN WITNESS WHEREOF, the Division of Homeland Security and Emergency Management and Sub-Recipient, acting through their duly authorized officers, have caused these presents to be executed on the day and year of the last signature below.

Recipient

Printed Name: Kelli Batch

Signature: Kelli Batch

Title: Grants Manager / SHMO

Date: 4/16/19

Sub-Recipient

Printed Name: Kevin Helmick

Signature: Kevin Helmick

Title: Commission President

Date: 4/16/19

CALHOUN COUNTY COMMISSION

P.O. Box 230
Grantsville, West Virginia 26147
Phone: 304-354-6725 Fax: 304-354-6447

Michael Hicks, President
Kevin Helmick
Matthew Walker

Jean Simers, County Clerk
calhounclerk@gmail.com

June 28, 2021

Amberlea Perks
Mitigation Project Officer
WV Emergency Management Division
2403 Fairlawn Avenue
Dunbar, WV 25064

Re: FEMA-DR-4273-WV-0039

Dear Ms. Perks,

The Calhoun County Commission requests a total reimbursement of \$9,429.89.

This request is for the following services:

Demolition - \$5,800.00
Project Management - \$2,515.80
Asbestos Inspection- \$925.00
Advertising - \$189.09

Should you have any questions please contact John Isner with the Mid-Ohio Valley Regional Council at (304) 422-4993 ext. 1050.

Sincerely,



Michael Hicks
President
Calhoun County Commission

POLL WORKERS GENERAL ELECTION AUGUST 10, 2021

PRECINCT NO.	DEMOCRATS	REPUBLICANS
PRECINCT NO. 1	Brookville Church	
RECEIVING CLERK	Janet Cunningham	Cheryl Cheesbrew
COMMISSIONER	Judy Morton	Richard Trites
COMMISSIONER	Connie McCartney	
PRECINCT NO. 4	Courthouse	
RECEIVING CLERK	Terry Hickman	Carlene Frederick
COMMISSIONER	Loretta Stevens	
COMMISSIONER	Garnett Husk	
PRECINCT NO. 5	Big Springs at Pleasant Hill School	
RECEIVING CLERK	Pamela Gainer	Kelly Hanes
COMMISSIONER	Naomi Toler	Sandy Fowler
COMMISSIONER	Amy Nicholson	
PRECINCT NO. 6	Town of Grantsville at Senior Citizens Building	
RECEIVING CLERK	Barb Bush	Becky Butler
COMMISSIONER	Vivian Dye	Kathleen Cash
COMMISSIONER	JoAnn Ward	
PRECINCT NO. 7	Grantsville VFD	
RECEIVING CLERK	Janet Gherke	Carol Sloane
COMMISSIONER	Violet Hardway	Beth Stull
COMMISSIONER		
PRECINCT NO. 8	Pleasant Hill School	
RECEIVING CLERK	Linda Staton	Samara Keith
COMMISSIONER	Debbie Nicholson	Roscoe Gainer
COMMISSIONER	Brandy Roberts	
PRECINCT NO. 10	Arnoldsburg School	
RECEIVING CLERK	Connie Badgett	Anita West
COMMISSIONER	Loretta Freshour	Leslie Fisher
COMMISSIONER		
PRECINCT NO. 11	Hur-Daniels Run	
RECEIVING CLERK	Angela Cunningham	Tim Davis
COMMISSIONER	Rhonda Deweese	Pam Davis
COMMISSIONER	Belinda Barfield	
PRECINCT NO. 15	Chloe at Upper West Fork Park	
RECEIVING CLERK	Cristina Johnson	Walter Cain
COMMISSIONER	Jerry Howell	Rosetta Toppings
COMMISSIONER	Joyce Blauvelt	
PRECINCT NO. 19	Orma at Upper West Fork Park	
RECEIVING CLERK	Marty Park	Emma Howell
COMMISSIONER	Sherry Wade	Connie Toppings
COMMISSIONER	Yvonne Church	
Early Voting		Melissa Hixon and Nikki Clark
In Office -Election Day	Melissa Hixon	Nikki Clark
Jean Simers	Home - 354-7315	
	Office - 354-6725	
	Cell - 488-3938	

IN THE COUNTY COMMISSION OF CALHOUN COUNTY, WEST VIRGINIA

In Re: WARREN EDWIN KERBY

Date of Death: January 13, 2021

FINDINGS REGARDING WILL CONTEST FILED BY
WARREN E. KERBY, II

This 15th day of April, 2021, came Warren E. Kerby, II, in person pro se, Betty G. Kerby, in person and by counsel, Betty Gregory, Evert Nicholas Kerby, in person pro se, James A. Harris and Tricia D. Harris, in person and by counsel, Jeffrey A. Davis, before Leslie L. Maze, Fiduciary Commissioner, for a hearing upon the Will Contest filed by Warren E. Kerby, II, on March 8, 2021.

Whereupon, the Fiduciary Commissioner heard the testimony and representations of Warren E. Kerby, II. Based upon said testimony, the Fiduciary Commissioner does hereby make the following FINDINGS OF FACT:

1. The Last Will and Testament of Warren Edwin Kerby of record in the Office of the Clerk of the County Commission of Calhoun County, West Virginia, in Will Book 39 at page 492, devised and bequeathed “any and all real estate that I may own at the time of my death together with any home improvements located thereon, unto my wife, Betty G. Kerby, and my son, Evert Nicholas Kerby, for life, with remainder at their deaths unto James A. Harris and Tricia D. Harris, equally, share and share alike. It is my intention to create a life estate in each Betty G. Kerby and Evert Nicholas Kerby, and upon both of their deaths, full and complete title to said property shall vest in James A. Harris and Tricia D. Harris.” Said Last Will and Testament, among other provisions, further devised and bequeathed all the rest, residue and remainder of the property owned at the time of

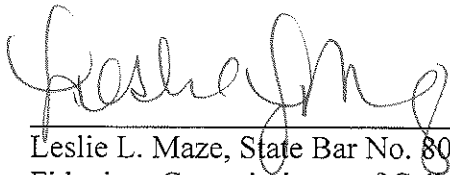
his death unto James A. Harris and Tricia D. Harris, equally, share and share alike. Said Last Will and Testament was executed by the decedent on December 26, 2018.

2. Warren E. Kerby, II, testified that he and his father, Warren Edwin Kerby, maintained a good relationship and he would regularly visit his father. He testified that his father suffered from health issues for quite a few years prior to his death, including cancer, prostrate issues and forgetfulness in his latter years. He further testified that during the last six months of his father's life, his father lacked his mental state.
3. Warren E. Kerby, II, testified that his father always told him that the farm would remain in the family and was very family oriented. He testified that he believed that his father was coerced into signing the Last Will and Testament of record, because he always said he was leaving the farm to family and never mentioned anyone else. He further testified that he believed someone talked his father into signing the Last Will and Testament or told him something fictional to get him to sign it. He further testified that he was not aware of the contents of his father's Last Will and Testament until after his father's death.
4. Warren E. Kerby, II, produced no medical documentation or evidence to show that Warren Edwin Kerby suffered from any medical deficit, condition or ailment that would have impacted his competency to execute a Last Will and Testament on December 26, 2021.
5. The aforementioned Last Will and Testament of the decedent of record in the aforesaid Clerk's Office is of proper format and contains no defects that would impact its validity.

Based upon the foregoing, the undersigned Fiduciary Commissioner does hereby recommend that the County Commission deny the challenge to the Last Will and Testament filed

by Warren E. Kerby, II, and uphold the validity and provisions of the Last Will and Testament of record in the aforesaid Clerk's Office.

Submitted this 27th day of May, 2021.



Leslie L. Maze, State Bar No. 8072
Fiduciary Commissioner of Calhoun County, West Virginia
P.O. Box 279
Elizabeth, WV 26143
(304) 275-3720

CERTIFICATE OF SERVICE

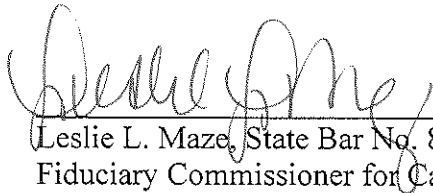
I, Leslie L. Maze, Fiduciary Commissioner, do hereby certify that I served a copy of the foregoing Findings Regarding Will Contest Filed by Warren E. Kerby, II, upon the following parties by first class mail, postage prepaid, on this 27th day of May, 2021, as follows:

Betty Gregory
Counsel for Betty Kerby
221 Indian Fork Road
Linn, WV 26384

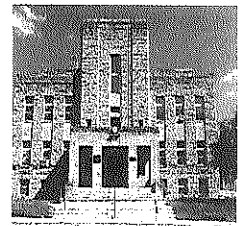
Jeffrey Davis
Counsel for James A. Harris and Tricia D. Harris
225 Main Street
Spencer, WV 25276

Warren E. Kerby, II
946 Williams Street
Parkersburg, WV 26101

Evert Nicholas Kerby
4249 Barnes Run Road
Arnoldsburg, WV 25234



Leslie L. Maze, State Bar No. 8072
Fiduciary Commissioner for Calhoun County, West Virginia
P.O. Box 279
Elizabeth, WV 26143
(304) 275-3720



Check Register Report for CALHOUN COUNTY CLERK

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
13341	CHRONICLE	MOUNTAIN MEDIA	REGULAR	07/07/2021	23.20	
13342	COMMISSIONER:	COUNTY COMMISSIONERS' ASSOCIATION OF WV	REGULAR	07/07/2021	800.00	
13343	CWS	CWS THE DOCUMENT SOLUTION	REGULAR	07/07/2021	50.18	
13344	FRONTIER	FRONTIER	REGULAR	07/07/2021	938.70	
13345	GLOBAL	GLOBAL SCIENCE & TECHNOLOGY.INC.	REGULAR	07/07/2021	984.00	
13346	MID-OHIO	MID-OHIO VALLEY HEALTH DEPARTMENT	REGULAR	07/07/2021	450.00	
13347	POST	GRANTSVILLE POST OFFICE	REGULAR	07/07/2021	360.00	
13348	SSI	SOFTWARE SYSTEMS INC	REGULAR	07/07/2021	59.00	
13349	STATE	STATE TAX DEPARTMENT	REGULAR	07/07/2021	4,511.55	
13350	WESTBROOK	WESTBROOK HEALTH SERVICES. INC.	REGULAR	07/07/2021	250.00	
13351	WVACO	WEST VIRGINIA ASSOCIATION OF COUNTIES	REGULAR	07/07/2021	1,250.00	
13352	WVCORP	WEST VIRGINIA COUNTIES GROUP	REGULAR	07/07/2021	20,507.50	
13353	ELKINKAREN	KAREN ELKIN	REGULAR	07/08/2021	750.00	
GENERAL FUND Bank Id 001 Totals					30,934.13	
Report Totals					30,934.13	

Report Date/ Time 6/30/2021 8:04:24AM Invoice Approval Listing for CALHOUN COUNTY CLERK

From Date Wednesday, June 30, 2021 Thru Date Wednesday, June 30, 2021

Vendor Id GLOBAL
Vendor Name GLOBAL SCIENCE & TECHNOLOG
001 424 459

Invoice No 86312

PO No

Doc Date 06/30/2021

Due Date 06/30/2021

Inv Due Description
PO Amt 6,090.59 All
0.00

424 \$ 6,090.59
Grand Totals 6,090.59

Signature

Signature

Signature

From Date Wednesday, June 30, 2021 Thru Date Wednesday, June 30, 2021

Vendor Id	Vendor Name	Invoice No	PO No	Doc Date	Due Date	PO Amt	Inv Due	Description
QUILL	QUILL 001 404 341	17561611		06/30/2021	06/30/2021	200.71	0.00	All
QUILL	QUILL 001 404 341	17565911		06/30/2021	06/30/2021	267.47	0.00	All
QUILL	QUILL 001 404 341	17567903		06/30/2021	06/30/2021	649.99	0.00	All
QUILL	QUILL 001 404 341	17601018		06/30/2021	06/30/2021	360.98	0.00	All
QUILL	QUILL 001 404 341	96574307		06/30/2021	06/30/2021	279.75	0.00	All
JAIL	REGIONAL JAIL AND CORRECTIO	PAY 06/30/2021	404	06/30/2021	06/30/2021	60,000.00	1,758.90	All
	001 704 344					0.00		

Grand Totals 704 \$ 60,000.00 61,758.90

Signature

Signature

Signature

Report Date/ Time 6/30/2021 8:43:17AM Invoice Approval Listing for CALHOUN COUNTY CLERK

From Date	Vendor Name	Thru Date	Invoice No	PO No	Doc Date	Due Date	PO Amt	Inv Due	Description
Wednesday, June 30, 2021	FRONTIER	Wednesday, June 30, 2021	3546725-JUNE 21		06/30/2021	06/30/2021	173.42		All
	001 402 211			402			173.42		
KOMAX	KOMAX		AR235498		06/30/2021		98.00		All
	001 405 341						0.00		
KOMAX	KOMAX		AR235431		06/30/2021	06/30/2021	98.00		All
	001 405 341			405			196.00		
WVCORP	WEST VIRGINIA COUNTIES GROU		68860		06/30/2021	06/30/2021	1,417.00		All
	001 424 111						0.00		
STEER	STEERS HEATING & COOLING, INC		OPTION 2		06/30/2021	06/30/2021	2,926.00		All
	001 424 459						0.00		
UNIFIRST	UNIFIRST CORPORATION		071-1384235		06/30/2021	06/30/2021	37.20		All
	001 424 459			424			4,380.20		

Grand Totals 4,749.62

Signature

Signature

Signature

Invoice Approval Listing for CALHOUN COUNTY CLERK

From Date Wednesday, June 30, 2021 Thru Date Wednesday, June 30, 2021

Vendor Id	Vendor Name	Invoice No	PO No	Doc Date	Due Date	PO Amt	Description
FRONTIER	FRONTIER	3546698-JUNE 21		06/30/2021	06/30/2021	154.44	All
	005 415 211					0.00	
FRONTIER	FRONTIER	3546844-JUNE 21		06/30/2021	06/30/2021	116.42	All
	005 415 211					0.00	
FRONTIER	FRONTIER	3546651-JUNE 21		06/30/2021	06/30/2021	101.28	All
	005 415 211					0.00	

415 \$ 372.14

Grand Totals 372.14

Signature _____

Signature _____

Signature _____

From Date Tuesday, June 29, 2021 **Thru Date** Tuesday, June 29, 2021
Vendor Id GENERAL FUND **Vendor Name** CALHOUN COUNTY GENERAL FU: JUNE 30, 2021
PO No 361 **Doc Date** 06/29/2021 **Due Date** 06/29/2021 **Inv Due** 600.00 **Description** All
Inv Amt 600.00 **PO Amt** 600.00 **0.00**

Grand Totals 600.00

Signature _____

Signature _____

Signature _____

**ON THIS 12th DAY OF JULY 20 21, THE CALHOUN
COMMISSION APPROVED:**

WILLS:

Janet Marie Marks-----Carla Denise Carter-Executrix

BONDS:

ORDERS:

Carla Denise Carter-----Executrix for Janet Marie Marks

AFFIDAVIT FOR ANCILLARY ADMINISTRATION:

SETTLEMENTS:

Thurmel Hall
Justine Betson
Thelma M. Craddock
Bruce K. Fellure
Robert Dale Smith, Jr.

_____, COMMISSIONER

_____, COMMISSIONER

_____, COMMISSIONER

ATTEST: _____, CLERK