

ORDERS—Mason County Commission, W. Va.

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DEC 19 2024

CASTO & HARRIS, INC. SPENCER, WV RE-ORDER NO. 7393D-99

THE COUNTY COMMISSION OF MASON COUNTY met in the Commission room of the courthouse on Thursday, December 19, 2024 at 3:00 p.m. in regular session. Present were Tracy Doolittle, President; Sam Nibert, Commissioner; Rick Handley, Commissioner; Diana Cromley, County Clerk; and Jason Bechtle, Administrator.

Tracy Doolittle called the meeting to order, and Diana Cromley gave the opening prayer. Foster Watterson, Nora Watterson, Autumn Watterson, Meyer Watterson, Greta Watterson and Jax Doolittle led the pledge of allegiance.

Upon motion by Handley and unanimous agreement, the Commission approved Estate Appointments, Affidavits for Small Estates, Orders Appointing Fiduciary Commissioners, Waivers of Final Settlements, Reports of Receipts and Disbursements, Commissioner's Reports of Claims and Final Settlement, and Applications for Corrections of Erroneous Assessments. Copies of which are attached hereto.

Upon motion by Nibert and unanimous agreement, the Commission minutes from the previous meeting were approved with no omissions or corrections thereto.

The Commission executed the Bills and Purchase Orders as required.

Upon motion by Handley and unanimous agreement, the Commission approved the execution of WV Department of Environmental Protection rights-of-way to three different properties needed to allow asbestos testing for the dilapidated properties grant.

Upon motion by Handley and unanimous agreement, the Commission approved the hire of Ann Epling to a full-time position with the Circuit Clerk's Office.

The Commission reviewed the following two bids for the Solid Waste Authority heating project: Roach Mechanical \$13,000 and CIMCO \$26,203. Upon motion by Doolittle and unanimous agreement, the Commission approved and awarded the projected to the lowest bidder, Roach Mechanical.

Upon motion by Handley and unanimous agreement, the Commission approved the hire of Aireal McGuire to a part-time position with the 911 Center beginning January 1, 2025.

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Upon motion by Handley and unanimous agreement, the Commission approved interagency agreements and contracts need to satisfy reporting requirements for the Courthouse Facilities Improvement Act grant, the courthouse Sewer Project, the County Clerk's server purchase, 911 tower repairs, courthouse piping repairs, and the EMS chassis purchase. Copies of said contracts and interagency agreements are attached hereto.

Upon motion by Nibert and unanimous agreement, the Commission approved a request from the Point Pleasant Junior/Senior High School for HOBY (Hugh O'Brian Youth) Leadership Foundation sponsorship fees in the amount of \$425.

The Commission discussed the receipt of bids for the Courthouse Exterior Project. They will be reviewed and the job awarded on January 9, 2025.

After second reading, upon motion by Nibert and unanimous agreement, the Commission adopted a proposed Ordinance entitled: An Ordinance authorizing and approving the acquisition by the Mason County Development Authority of real property, fixtures, personal property and appurtenances comprising the former Mason County Armory located in Robinson District of Mason County; authorizing the leasing of such real property and all improvements and appurtenances thereto by the County Commission of Mason County from the Mason County Development Authority; authorizing and approving the sale and issuance by the Mason County Development Authority of its not to exceed \$1,700,000 principal amount of lease revenue bonds, in one or more series; authorizing the execution and delivery of an agreement and lease and other instruments and authorizing and approving other documents and matters relating to the terms and security of such bonds; and providing for other matters in connection therewith. A copy of said Ordinance is attached hereto.

Upon motion by Nibert and unanimous agreement, the Commission approved using ARPA account interest toward funding the Cooke Park drainage project.

The Commission also discussed renovations to the Commission office, installing new flooring at the Animal Shelter and renovations to the Extension Office.

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The Commission announced that it will give out certificates to honor the Wahama High School football team.

The Commission congratulated Sam Nibert and the Future Farmers of America for their 1st Place Award in Agricultural Mechanics at State Competition.

The Commission and Clerk Cromley thanked Commissioner Doolittle for her years of service to Mason County.

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MEMORANDUM OF UNDERSTANDING
REGARDING OBLIGATION OF SLFRF FUNDS

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS ("MOU") is entered into as of the 19th day of December, 2024 by and between Mason County Commission ("Local Government") and Mason County 911 ("Agency") as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury ("Treasury") and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, The Local Government is authorized to provide funds to units of local government and others, each an Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, Agency is prepared to provide goods or services to Local Government in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community ("Goods or Services"); and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement to secure the Goods or Services for the benefit of the local community.

Now therefore in consideration of the recitals and agreements contained herein Local Government and Agency agree as follows:

1. Purpose.

The SLFRF funds are available to provide emergency relief from natural disasters, build critical transportation infrastructure, and support community development.

2. Scope of Work.

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the "Project"). The Agency

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will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

Principal Task:

1. SLFRF funds will be utilized by the 911 Center to diagnosis and repair a portion of sewer piping that causes back-ups and overflows. Initial investigations show a low spot in the piping ~50 feet into the run. The floor will need to be opened, or diversion of the pipe will be needed to correct the problem.
3. Conditions for Receipt of Funds. SLFRF funds will be allocated or paid to Agency upon agreement to perform the Principal Tasks.
4. Time of Performance. The effective date of this MOU will be the date the parties sign and complete execution of this MOU ("Effective Date") and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Principal Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Principal Tasks must be completed no later than December 31, 2026.
5. MOU Representatives.

Each party to this MOU shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government: Mason County Commission

Name of Representative: Tracy C. Doolittle

Title: President, Mason County Commission

Mailing Address: 200 Sixth Street

City, State and Zip Code: Point Pleasant, WV 25550

Telephone Number: 304-675-1110

Fax Number: 304-675-4982

E-mail Address: tcdoolittle@hotmail.com

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B. Agency: Mason County 911 Center

Name of Representative: Matthew Shell

Title: Interim Director

Mailing Address: 911 Emergency Drive

City, State and Zip Code: Point Pleasant, WV 25550

Telephone Number: 304-675-9911

Fax Number: _____

E-mail Address: mshell@masoncountyoos.com

6. Budget :

The Local Government will pass through to the **Budgeted Amount**
Agency no more than \$30,000.00 in SLFRF
funds for eligible incurred costs and expenses
for the Project

IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date and year last written below.

Local Government: Mason County Commission

By: *Maegh O'Donnell*

Its: President, Mason County Commission

Date: December 19th, 2024

Agency: Mason County 911

By: _____

Its: Interim Director

Date: December 19th, 2024

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**MEMORANDUM OF UNDERSTANDING
REGARDING OBLIGATION OF SLFRF FUNDS**

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WHEREAS, The Local Government is authorized to provide funds to units of local government and others, each an Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, Agency is prepared to provide goods or services to Local Government in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community ("Goods or Services") ; and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement to secure the Goods or Services for the benefit of the local community.

Now therefore in consideration of the recitals and agreements contained herein Local Government and Agency agree as follows:

1. Purpose.

The SLFRF funds are available to provide emergency relief from natural disasters, build critical transportation infrastructure, and support community development.

2. Scope of Work.

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the "Project"). The Agency

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will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

Principal Task:

1. SLFRF funds will be utilized by the 911 Center to study and replace radio communications on tower sites, internal communications and vehicle communications. Funds shall be used for projects to enhance the county's 911 communications for the purpose of enhanced safety for citizens.
3. Conditions for Receipt of Funds. SLFRF funds will be allocated or paid to Agency upon agreement to perform the Principal Tasks.
4. Time of Performance. The effective date of this MOU will be the date the parties sign and complete execution of this MOU ("Effective Date") and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Principal Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Principal Tasks must be completed no later than December 31, 2026.
5. MOU Representatives.

Each party to this MOU shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government: Mason County Commission

Name of Representative: Tracy C. Doolittle

Title: President, Mason County Commission

Mailing Address: 200 Sixth Street

City, State and Zip Code: Point Pleasant, WV 25550

Telephone Number: 304-675-1110

Fax Number: 304-675-4982

E-mail Address: tcdoolittle@hotmail.com

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B. Agency: Mason County 911 Center

Name of Representative: Matthew Shell

Title: Interim Director

Mailing Address: 911 Emergency Drive

City, State and Zip Code: Point Pleasant, WV 25550

Telephone Number: 304-675-9911

Fax Number: _____

E-mail Address: mshell@masoncountyoec.com

6. Budget :

The Local Government will pass through to the **Budgeted Amount**
Agency no more than \$75,000.00 in SLFRF
funds for eligible incurred costs and expenses
for the Project

IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date and year last written below.

Local Government: Mason County Commission

By: 

Its: President, Mason County Commission

Date: December 19th, 2024

Agency: Mason County 911

By: _____

Its: Interim Director

Date: December 19th, 2024

**MEMORANDUM OF UNDERSTANDING
REGARDING OBLIGATION OF SLFRF FUNDS**

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS ("MOU") is entered into as of the 19th day of December, 2024 by and between Mason County Commission ("Local Government") and Mason County EMS ("Agency") as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury ("Treasury") and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, The Local Government is authorized to provide funds to units of local government and others, each an Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, Agency is prepared to provide goods or services to Local Government in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community ("Goods or Services"); and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement to secure the Goods or Services for the benefit of the local community.

Now therefore in consideration of the recitals and agreements contained herein Local Government and Agency agree as follows:

1. Purpose.

The SLFRF funds are available to provide emergency relief from natural disasters, build critical transportation infrastructure, and support community development.

2. Scope of Work.

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the "Project"). The Agency

will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

Principal Task:

1. SLFRF funds will be utilized by the Mason County EMS to help fund the re-chassis of an ambulance to ensure the safety of operation for patients and county employees. These funds will be matched by County funding to complete the project. The total project will be \$140,000.00 with \$100,000.00 being implemented by the County Commission.
3. Conditions for Receipt of Funds. SLFRF funds will be allocated or paid to Agency upon agreement to perform the Principal Tasks.
4. Time of Performance. The effective date of this MOU will be the date the parties sign and complete execution of this MOU ("Effective Date") and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Principal Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Principal Tasks must be completed no later than December 31, 2026.
5. MOU Representatives.

Each party to this MOU shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government: Mason County Commission

Name of Representative: Tracy C. Doolittle

Title: President, Mason County Commission

Mailing Address: 200 Sixth Street

City, State and Zip Code: Point Pleasant, WV 25550

Telephone Number: 304-675-1110

Fax Number: 304-675-4982

E-mail Address: tcdoolittle@hotmail.com

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B. Agency: Mason County EMS


Name of Representative: Scott Ballard
Title: Director
Mailing Address: 911 Emergency Drive
City, State and Zip Code: Point Pleasant, WV 25550
Telephone Number: 304-675-6134
Fax Number: _____
E-mail Address: director@mcemswv.com

6. Budget :

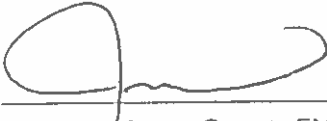
The Local Government will pass through to the **Budgeted Amount**
Agency no more than \$40,000.00 in SLFRF
funds for eligible incurred costs and expenses
for the Project

IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date and year last written below.

Local Government: Mason County Commission

By: 
Its: President, Mason County Commission
Date: December 19th, 2024

Agency: Mason County EMS

By: 
Its: Director, Mason County EMS
Date: December 19th, 2024

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CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO 7393D-99

County Commission Ordinance

**ORDINANCE OF
THE COUNTY COMMISSION OF MASON COUNTY**

AN ORDINANCE AUTHORIZING AND APPROVING THE ACQUISITION BY THE MASON COUNTY DEVELOPMENT AUTHORITY OF REAL PROPERTY, FIXTURES, PERSONAL PROPERTY AND APPURTENANCES COMPRISING THE FORMER MASON COUNTY ARMORY LOCATED IN ROBINSON DISTRICT OF MASON COUNTY; AUTHORIZING THE LEASING OF SUCH REAL PROPERTY AND ALL IMPROVEMENTS AND APPURTENANCES THERETO BY THE COUNTY COMMISSION OF MASON COUNTY FROM THE MASON COUNTY DEVELOPMENT AUTHORITY; AUTHORIZING AND APPROVING THE SALE AND ISSUANCE BY THE MASON COUNTY DEVELOPMENT AUTHORITY OF ITS NOT TO EXCEED \$1,700,000 PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, IN ONE OR MORE SERIES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND LEASE AND OTHER INSTRUMENTS AND AUTHORIZING AND APPROVING OTHER DOCUMENTS AND MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, The County Commission of Mason County (the "County Commission") has, by an order dated August 19, 1975, created and established the Mason County Development Authority (the "Issuer"), a public corporation and county development authority, pursuant to the authority granted to it in Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Development Authority Act");

WHEREAS, the Issuer, under the Development Authority Act, is given power and authority to enter into contracts with any person, agency, governmental department, firm or corporation, including both public and private corporations, and generally to do any and all things necessary or convenient for the purpose of promoting, developing and advancing the business prosperity and economic welfare of Mason County, West Virginia (the "County"), its citizens and industrial complex, to acquire real property by gift, purchase or construction, or in any other lawful manner, and hold title thereto in its own name, and to sell, lease or otherwise dispose of all or part of such real and personal property which it may own, either by contract or at public auction;

WHEREAS, the County Commission desires for the Issuer to acquire pursuant to such deed or deeds, bills of sale and other instruments of transfer as may be necessary and appropriate under the circumstances (collectively, the "Conveyance Documents") the real property, rights of

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way, improvements, fixtures, equipment, personal property and appurtenances associated therewith which comprise the former Mason County Armory located in Robinson District of the County, which real property shall be more particularly described in **EXHIBIT A – REAL ESTATE DESCRIPTION**, attached to the hereinafter described Lease and made a part hereof (the "Property"; the Property, and all additions and improvements thereto, of every kind and nature, now or hereafter acquired or constructed, herein collectively called the "Facilities");

WHEREAS, the Issuer, under the Development Authority Act, is given power and authority to raise funds by the issuance and sale of revenue bonds in the manner provided by the applicable provisions of Chapter 8, Article 16 of the West Virginia Code of 1931, as amended (the "Bond Act" and together with the Development Authority Act, the "Act");

WHEREAS, the County Commission requests that the Issuer, pursuant to an Ordinance to be enacted by the Issuer (the "Issuer Ordinance"), issue its Lease Revenue Bonds, in one or more series, in an aggregate principal amount not to exceed \$1,700,000 (the "Bonds") to (i) finance the costs of acquiring the Property, and (ii) pay costs of issuance of the Bonds and related costs;

WHEREAS, the County Commission desires to lease the Facilities from the Issuer pursuant to an Agreement and Lease (the "Lease") to be dated on or prior to the Closing Date (as hereinafter defined), by and between the Issuer, as lessor, and the County Commission, as lessee; and

WHEREAS, the County Commission desires to take all steps necessary to authorize the acquisition of the Property by the Issuer, the issuance of the Bonds by the Issuer to finance the costs of such acquisition and the payment of the costs of issuance thereof and related costs, the requisitioning by the Issuer of the Bond proceeds and application thereof to the payment of the costs of the acquisition of the Property and the costs of issuance of the Bonds and its leasing of the Facilities from the Issuer pursuant to the terms of the Lease;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF MASON COUNTY, AS FOLLOWS:

Section 1. Pursuant to the Act, this Ordinance is adopted and enacted and it is hereby found and determined that, to accomplish the purposes of the Act and the findings set forth in the preambles hereof, the following is hereby authorized and approved: (i) the acquisition of the Property by the Issuer pursuant to the Conveyance Documents; (ii) the leasing of the Facilities by the County Commission from the Issuer pursuant to the terms of the Lease and the payment of such lease rentals and other payments by the County Commission which are provided for pursuant to the Lease, and (iii) the issuance and delivery of the Bonds by the Issuer in the aggregate principal amount of not to exceed \$1,700,000 for the purpose of financing costs of the acquisition of the Property, and the payment of costs of issuance of the Bonds and related costs. The Bonds shall be issued in accordance with, and shall have the terms provided in, the Issuer Ordinance authorizing the issuance of the Bonds.

Section 2. The County Commission hereby agrees to undertake all actions necessary by it for the acquisition of the Property, and to execute all requisitions, certificates or other

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documents necessary in connection therewith, and to give any and all authorizations as may be necessitated thereby.

Section 3. The Lease, by and between the Issuer, as lessor, and the County Commission, as lessee, pursuant to which the County Commission will lease the Facilities from the Issuer and will agree to pay as Lease Rentals (but only from the sources set forth therein), amounts sufficient to pay the principal of and interest on the Bonds and any other amounts payable thereunder, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the County Commission. The President of the County Commission is hereby authorized to execute, acknowledge, as necessary, and deliver the Lease and the County Clerk of the County is hereby authorized and directed to affix the seal of the County thereto and to attest the seal. The execution of the Lease by the President shall be conclusive evidence of any approval required by this Section.

Section 4. The Lease Assignment (the "Assignment"), by the Issuer to The Ohio Valley Banking Company, as the purchaser of the Bonds (the "Purchaser"), pursuant to which the Issuer shall assign certain of its rights under the Lease and rentals thereunder, to be dated or effective as of the Closing Date, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the Issuer and the County Commission. The execution of the Assignment by the President of the Issuer shall be conclusive evidence of any such approval.

Section 5. The Assignment of Funds and Accounts (the "Funds Assignment"), by the Issuer to the Purchaser, pursuant to which the Issuer shall assign its rights in and to certain funds and accounts established in connection with the Bonds pursuant to the Lease, to be dated or effective as of the Closing Date, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the Issuer and the County Commission. The execution of the Assignment by the President of the Issuer shall be conclusive evidence of any such approval.

Section 6. The Credit Line Deed of Trust, Fixture Filing and Security Agreement (the "Deed of Trust") by the Issuer to the trustees named therein, pursuant to which the Issuer shall convey the Facilities to the trustee or trustees named therein, in trust, for the benefit and security of the Purchaser in the repayment of the Bonds, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the Issuer and the County Commission. The execution of the Deed of Trust by the President of the Issuer shall be conclusive evidence of any such approval.

Section 7. The Bonds, substantially in the form submitted to this meeting, shall be and the same are hereby approved in all respects, with such changes, variations, insertions and omissions as may be approved by the County Commission and the Issuer. The execution of the Bonds by the President of the Issuer shall be conclusive evidence of any such approval.

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Section 8. • The County Commission hereby approves the sale of the Bonds to The Ohio Valley Banking Company pursuant to a commitment letter attached hereto and made part hereof as **EXHIBIT A**, which commitment letter shall be and the same is hereby approved. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon. The Bonds shall be dated the date of delivery thereof (the "Closing Date").

Section 9. All covenants, stipulations, obligations and agreements of the County Commission contained herein and contained in the Lease and all other instruments and documents relating thereto shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the County Commission to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the County Commission and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements, shall be transferred by or in accordance with law. Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the County Commission or the officials thereof by the provisions hereof and by the Lease and all other instruments and documents relating thereto shall be exercised or performed by the County Commission or by such officers, board or body as may be required or permitted by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the Lease and all other instruments and documents relating thereto shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the County Commission in his or her individual capacity and neither the County Commission nor any officer or employee thereof shall be liable personally on the Lease or the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 10. The County Commission hereby ratifies all actions, whether previously taken or required to be taken by the County Commission in the future, necessary on the part of the County Commission to authorize and approve the acquisition of the Property.

Section 11. The firm of Steptoe & Johnson PLLC, Bridgeport, West Virginia, is hereby designated as bond counsel in connection with the issuance of the Bonds and the President is hereby authorized to execute and deliver such engagement letters as may be necessary to retain such firm for these services.

Section 12. The execution, delivery and due performance of the Lease are hereby in all respects approved, authorized, ratified and confirmed, including, without limitation, all acts heretofore taken in connection with the acquisition by the Issuer of the Property; the issuance of the Bonds and the leasing of the Facilities, and it is hereby ordered that the President, the County Clerk, the County Commission members and other employees and officers of the County Commission execute and deliver such other documents, certificates, agreements and instruments and take such other action as may be required or desirable to carry out the purposes of this Ordinance, the Bonds and the aforesaid documents, certificates, agreements and instruments.

Section 13. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

Section 14. This Ordinance shall take effect thirty (30) days following the public hearing hereon and approval on second and final reading.

Section 15. Upon adoption on first reading hereof, an abstract of this Ordinance, determined by the County Commission to contain sufficient information as to give notice of the contents hereof, shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in the *River Cities Tribute & Register*, a newspaper published and of general circulation in the County, together with a notice stating that this Ordinance has been adopted and that the County Commission contemplates the leasing of the Facilities and the issuance of the Bonds by the Issuer, and that any person interested may appear before the County Commission upon a date certain, not less than ten days subsequent to the date of the first publication of the said abstract and notice, and present protests, and that a certified copy of the Ordinance is on file in the office of the Clerk of the County Commission for review by interested parties during regular office hours. At such hearing, all objections and suggestions shall be heard and the County Commission shall take such action as it shall deem proper in the premises.

First Reading: November 19th, 2024

Enacted on Second Reading
Following Public Hearing: December 19th, 2024

THE COUNTY COMMISSION OF MASON
COUNTY

By: Mary C. Doolittle
Its President

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CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Mason County does hereby certify that the foregoing Ordinance was duly adopted and enacted by following a public hearing thereon, at regular or special meetings duly held, pursuant to proper notice thereof, on November 17th, 2024, and December 19th, 2024, quorums being present and acting throughout, and which Ordinance has not been repealed, rescinded, modified, amended or revoked and is a true, correct and complete copy thereof as witness my hand and the seal of The County Commission of Mason County this December 19th 2024.

By: _____

[Handwritten Signature]
County Clerk

EXHIBIT A

Bank Commitment Letter

(attached hereto)

ORDERS—Mason County Commission, W. Va.

TERMS _____

DEC 19 2024

BOOK

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CASO & HARRIS, INC. SPENCER, WV RE-ORDER NO. 7393D-99

Commission Meeting December 19, 2024

ESTATE APPOINTMENTS

THOMAS EUGENE ANDERSON JR
EMIL EUGENE HOFFMAN
SAMMIE CAROL JEFFERS
WILLIAM HENRY WOODS JR

AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT

MARK EVERETT HOWERTON
CORRINA SUE DURST
KAREN LYNN THOMAS
RENITA FRAN ROUSH
GERALDINE FRANCIS ROUSH
DORA JAN ATKINSON

FIDUCIARY COMMISSIONER'S WAIVER OF FINAL SETTLEMENT

HERBERT DONALD HENDERSON.

OATH OF OFFICE

MELANIE L. SANG
LISA S. FOLEY
CHRISTOPHER JOHNSON.

APPLICATION FOR CORRECTION OF ERRONEOUS ASSESSMENT

GELCO FLEET TRUST ACCT: 135823
ELECTRO RENT CORPORATION ACCT: 230645

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ORDERS—Mason County Commission, W. Va.

TERMS _____

DEC 19 2024

CASO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

Upon motion by Doolittle and unanimous agreement, this meeting was adjourned.

TRACY DOOLITTLE, PRESIDENT

Rick Handley

RICK HANDLEY, COMMISSIONER

Sam Nibert

SAM NIBERT, COMMISSIONER

Diana N. Cromley

DIANA N. CROMLEY, CLERK