Contract Exemption 2026-09

Issued on September 3, 2026, by

The West Virginia Ethics Commission

Opinion Sought

The **Upshur County Commission** is requesting an exemption to contract with Raven Contracting LLC, owned by the Correction Board's Project Director, Cheyenne Troxell's husband, Timothy Troxell, to restore the Lewis County Recovery Center, which is operated by the Upshur-Lewis Community Corrections Board.

Facts Relied Upon by the Commission

The Upshur and Lewis County Commissions jointly established the Upshur-Lewis Community Corrections Board ("Community Corrections") pursuant to W. Va. Code § 62-11-1, *et al*. Under this partnership, the Lewis County Commission owns the two facilities operated by Community Corrections in Lewis County, but the Upshur County Commission serves as employer and fiscal agent for the board. In its capacity as fiscal agent, the Upshur County Commission must formally approve all contracts entered into by Community Corrections.

On July 21, 2026, both Lewis and Upshur Counties sustained catastrophic flash flooding caused by 20 inches of rain resulting in significant damage to one of the buildings, the Lewis County Recovery Center. On the same day, the Governor declared a state of emergency in both counties, which is in effect until September 12, 2026, and the Upshur County Commission issued a Proclamation declaring a local state of emergency due to widespread flooding.

Emergency contract for clean up or "mucking"

Given the emergency status, the County classified the procurement of a "mucking" contractor as an emergency action under the Continuity of Operations (COOP) plan.

Rodney Rolenson, Project Director of Community Corrections, contacted vendors without delay for clean-up and water removal quotes. The COOP permits county entities to temporarily suspend some bidding requirements for services/supplies, such as using a class two legal notice. Nonetheless, Mr. Rolenson contacted five potential contractors. After receiving no response from the first three vendors he contacted, he reached out to Panhandle Cleaning & Restoration, Inc. (Panhandle). Panhandle submitted a quote of $16,329 for clean-up services but could not provide an estimated start date and would not salvage any items. Additionally, Panhandle quoted $7,517 for water remediation of 10 to 12 inches of water. Panhandle's total quote was $23,846.

Unsatisfied with Panhandle's terms, Mr. Rolenson contacted Raven Contracting LLC. He sought approval from the County Commission before entertaining a quote from Raven Contracting because the Program Director, Cheyenne Troxell, and her husband own the business. The Program Director position is second in command at Community Corrections. The Community Correction bylaws state that Mr. Rolenson's position, the Project Director, "shall preside at all Board meetings, shall have general supervision of the affairs of the Board…. In the event the Project Director is unable to attend a meeting, he/she shall arrange for the Program Director/Case Manager to preside at the meeting."

The Community Correction Board's bylaws state the Program Director position—held by Ms. Troxell—is tasked with administering and conducting the Board's business and affairs in accordance with established Board guidelines. Furthermore, the Program Director's job description established by the Board specifies that this role entails overseeing all contractor and employee relationships, as well as directing the program's revenues and expenditures within the confines of the approved budget.

The Upshur County Commission approved using Raven Contracting for the emergency contract conditioned on Ms. Troxell's exclusion from the procurement and selection process. Raven Contracting quoted $9,900 to remove all damaged articles and implement mold mitigation procedures such as scrubbing exposed/affected studs with bleach water. Some salvageable furniture and other items were to be saved and pressure washed and sanitized. Raven Contracting quoted $3,482.73 for water removal and sanitizing, as well as installing a sump pump, dehumidifier, and new plastic. Raven Contracting’s total quote for the emergency contract was $13,382.73, and it was able to begin work without delay, finishing the project in three days. Using Raven Contracting for the mucking work generated a total cost savings of $10,463.27.

Emergency Restoration Contract

Now that the building has been cleaned and dried out, Community Corrections has taken steps to find a contractor to restore the flood ravaged building. To this end, Mr. Rolenson contacted four contractors that the Board had previously used. Of the four contractors contacted by Mr. Rolenson, two declined to bid due to full schedules. The remaining two—Raven Contracting and Reger Companies, LLC (dba Superior Contracting Services)—submitted bids for the project. The Community Corrections Board approved the bid offer made by Raven Contracting. The approval was based on Mr. Rolenson’s recommendation, citing Raven’s lower bid of $50,498.76 compared to Superior Contracting Services's $71,200 quote, as well as Raven Contracting’s immediate availability to start the project. The Community Corrections Board directed Mr. Rolenson to obtain more quotes by email and wait a week for responses. No other contractor responded. Throughout this process, Ms. Troxell was completely recused from all selection procedures, taking no part in requesting quotes or choosing the restoration vendor.

The Requester has already paid Raven Contracting $13,382.73 for the clean-up work. The Requester would now like to accept Raven Contracting’s bid of $ 50,498.76 for the restoration work. The Requester asserts that promptly resuming operations of the Recovery Center remains critical.

Code Provisions Relied Upon by the Commission

W. Va. Code § 6B-2-5(b) states, in relevant part:

> (1) A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person. Incidental use of equipment or resources available to a public official or public employee by virtue of his or her position for personal or business purposes resulting in *de minimis* private gain does not constitute use of public office for private gain under this subsection. The performance of usual and customary duties associated with the office or position or the advancement of public policy goals or constituent services, without compensation, does not constitute the use of prestige of office for private gain.

W. Va. Code § 6B-2-5(d) states, in relevant part:

> (1) In addition to the provisions of § 61-10-15 of this code, no elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control:
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> …
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> (3) If a public official or employee has an interest in the profits or benefits of a contract, then he or she may not make, participate in making, or in any way attempt to use his office or employment to influence a government decision affecting his or her financial or limited financial interest. Public officials shall also comply with the voting rules prescribed in subsection (j) of this section.

W. Va. Code § 6B-2-5(d)(4) states, in relevant part:

> Where the provisions of subdivisions (1) and (2) of this subsection would result in the loss of a quorum in a public body or agency, in excessive

cost, undue hardship, or other substantial interference with the operation of a state, county, municipality, county school board or other governmental agency, the affected governmental body or agency may make written application to the Ethics Commission for an exemption from subdivisions (1) and (2) of this subsection.

Opinion

Prohibited Contract

The Ethics Act prohibits a public official or business with which he or she is associated from having more than a limited interest in the profits or benefits of a public contract over which he or she "may have" direct authority or control. W. Va. Code § 6B-2-5(d)(1). If Ms. Troxell did have such authority, along with Mr. Rolenson, she did not exercise it, but whether she "may have" had the authority is the standard. Her job duties and responsibilities are broad and include overseeing contractors and administering the budget. Therefore, **the Commission finds the Ethics Act's prohibited contract provision, at W. Va. Code § 6B-2-5(d)(1), prohibits the Upshur- Lewis Community Corrections Board from contracting with Raven Construction, unless the Ethics Commission grants a contract exemption.**

Contract Exemption

The Ethics Commission will now decide whether to grant a contract exemption to allow Community Corrections to contract with Raven Construction, in spite of the prohibition described above. The Requester asserts the following facts to support its contention of undue hardship on its operations if the contracts with Raven are not authorized: 1) Community Corrections sought out bids from multiple contractors for the contracts. 2) Raven Construction was one of only two bidders for the both contracts. 3) Raven Construction was the lowest bidder on both contracts. 4) Time was and is of the essence, and 5) The cost savings is significant - $10,463.27 for the clean up and $20,701.24 for the restoration project.

The Commission grants a Contract Exemption, pursuant to W. Va. Code § 6B-2-5(d)(4), to the Upshur- Lewis Community Corrections Board and the Upshur County Commission, as its fiscal agent, based on the asserted hardship above, authorizing the contracts described above with Raven Construction LLC.

The Ethics Commission notes that exemptions must be granted on a case-by-case basis. Therefore, this Contract Exemption is limited to the facts and circumstances of this particular case and may not be relied upon as precedent by other persons or entities.

/s/ Robert J. Wolfe
Robert J. Wolfe, Chairperson
West Virginia Ethics Commission