

AGENDA
JEFFERSON COUNTY COMMISSION
FOURTH QUARTERLY SESSION - OCTOBER - DECEMBER 2022
THURSDAY, DECEMBER 1, 2022
9:30 A.M.
County Commission Meeting Room
Located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- October 19, 2022 ARPA Meeting
- November 14, 2022 General Election Canvass
- November 17, 2022 Regular Meeting
- November 22, 2022 Special Session

APPROVAL OF REQUISITIONS

- December 1, 2022

APPROVAL OF ACCOUNTS PAYABLE

- November 24, 2022
- December 1, 2022

APPROVAL OF MANUAL CHECKS

- November 25, 2022
- December 2, 2022

APPROVAL OF PAYROLL

- November 17, 2022 - Poll worker Payroll
- November 25, 2022

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

***You may participate in public comment virtually by raising your hand in the GoToWebinar control panel. Please submit comments via email to info@jeffersoncountywv.org. Your comments will be included in the minutes and agenda correspondence. Please include your name.*

PRESENTATIONS

1. 9:35 a.m. Jeffrey Polczynski, Director, Jefferson County Emergency Communications
 - Appointment Request – Full-Time Public Safety Dispatcher (Trainee)
 - Re-appointment of Chief Christopher Kutcher and Lt. Rob Sell to the E91Advisory Board
 - Recognition of Dispatcher Staci Hovermale

2. 9:45 a.m. Tom Hansen, Sheriff
 - Corporal Promotion
 - Vacation Hours
 - Travel and Training Budget
3. 10:00 a.m. Elizabeth Wheeler, Director, Jefferson County Farmland Protection Board
 - Approval of Purchase of one Agricultural Conservation Easement
4. 10:10 a.m. Laura Kuhn, Director, Jefferson County Fleet and Facilities Management
 - Request Approval of Purchase of FaxFinder 4-Channel Fax Server
5. 10:20 a.m. Lynn Fields, Probate Office
 - On the Estate of Karine Erlebach, deceased, Application for Certificate of Appointment as Executrix Limited to the German estate
 - Request to Probate in Solemn Form – Last Will & Testament of Raymond Virgil Utterback, deceased
6. 10:35 a.m. Russell Burgess, Director, Jefferson County Information Technology & GIS
 - Review and Approval of Revisions to the E911 Addressing Ordinance
 - Funding for County Ambulance Equipment Required for Operations
7. 11:00 a.m. Roger Goodwin, Chief County Engineer
 - Release of Tolling of Bonding Agreement for Quail Ridge Subdivision, Section II, Phase III (Jefferson County Planning Commission File No. 05-55)
 - Release of Tolling of Bonding Agreement for Thorn Hill Subdivision (Jefferson County Planning Commission File No. 02-17)
 - Two Complete Bond Release Requests:
 - Sheetz, Inc. – Sheetz Store #160 (Files #20-10-SP)
 - D.R. Horton, Inc. – Magnolia Springs Subdivision, Phase I (File #18-05-SD)
8. 11:10 a.m. Bob Burner, Director, Jefferson County Emergency Services Agency
 - Provide monthly update on progress of EMS transition
 - Request reimbursement of \$12,745.09 for labor costs of EMS transition project through October 31, 2022
 - Request funding for EMS supply & asset management system
9. 11:45 p.m. Nathan Cochran, Assistant Prosecuting Attorney
 - a. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, including bonding, comprehensive plan, and related matters. Discussion of public hearing on proposed text amendment, review and consideration of amendment text, adoption of amendment and/or modification of amendment text and/or Planning Commission review and associated fees. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C-33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, and WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731.
 - b. Report by counsel on opioid case. (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP 45170).

NEW BUSINESS

10. Acknowledgement of Completion of "Assessor's Additional Duties," as delineated in WV Code 7-7-6a

COUNTY ADMINISTRATOR REPORTS

- Selection of Audit Firm for FY22 Financial Statement Audit
- Personnel Action

COUNTY COMMISSION REPORTS

11. ADJOURN

CORRESPONDENCE/INFORMATION

2022 Jefferson County Parks and Recreation Board Meeting Minutes to date

Public Comment received from David Tabb during the November 17, 2022 County Commission meeting.

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

SPECIAL SESSION

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State continued and held at 100 E. Washington St., Charles Town WV and virtually via GoToWebinar on Wednesday, October 19, 2022, beginning at 9:30 o'clock a.m.

PRESENT: Caleb Hudson, President
Steve Stolipher, Vice President
Jane Tabb, Commissioner
John Nissel, County Administrator
Michelle Gordon, Finance Director
Jessica Carroll, Executive Assistant
Sorayda Pitts, Administrative Assistant

In re: Special Session – Discussion of ARPA Grant Funds October 2022

The meeting was called to order at 9:30 a.m. by President Hudson.

Michelle Gordon, Finance Director, began the meeting by reviewing the ARPA funds that have been granted, stating the Commission had a remaining \$795,000 for general allocation, and \$1.6M remaining of the \$5M earmarked for ESA expenditures. The Commission then discussed the several remaining requests and made the following motions:

- Motion by Mr. Stolipher to approve ARPA-50 for \$150,000 for the Jefferson County Fair Association for fairgrounds and building maintenance. Motion seconded and unanimously approved.
- Motion by Mr. Stolipher to approve ARPA-31, ARPA-46, and ARPA-47 and two e-mail requests from other VFDs in the amount of \$181,580, to be divided equally between the five staffed volunteer stations. Motion seconded and unanimously approved.
- Motion by Mr. Stolipher to approve ARPA-5 in the amount of \$150,000, for the Charles Town Homeless Support Personnel Position, with the understanding the position will be discussed during FY24 budget deliberations in partnership with the Jefferson County Health Department and the local municipalities to assist with financial support to maintain the position, effective July 1. Motion seconded and unanimously approved.
- Motion by Mr. Stolipher to approve ARPA-30 in the amount of \$30,000 toward the Corporation of Shepherdstown's local grant match for pedestrian access of Morgan's Grove Park. Motion seconded and unanimously approved.
- Motion by Mr. Stolipher to approve ARPA-1 in the amount of \$120,000 towards the Harpers Ferry-Bolivar Public Service District sewer line project. Motion seconded and unanimously approved.

It was the consensus of the Commission to retain \$164,000 of ARPA funds to carry into the FY24 budget cycle.

There being no further business, the meeting adjourned at 11:37 am.

Caleb Hudson, PRESIDENT

Respectively Submitted:

Jessica Carroll

Executive Assistant

SPECIAL SESSION

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State continued and held at 100 E. Washington St., Charles Town WV on November 14, 2022, beginning at 09:30 o'clock a.m.

PRESENT:

Caleb Hudson, President
Steve Stolipher, Vice President
Clare Ath, Commissioner
Tricia Jackson, Commissioner
Jane Tabb, Commissioner
Sorayda Pitts, Recording Clerk

STAFF:

Nikki Painter, Chief Deputy Elections Officer
Shaun Pacetti, Deputy Clerk Elections
Kevin Carden- Deputy Clerk Elections
Marsha Gardner- Poll Worker
Judi Brunswick-Poll Worker

The County Commission of Jefferson County, sitting as a Board of Canvassers, met this 14th day of November, 2022 at 9:30am for the purpose of canvassing ballots cast in the November 8, 2022-General Elections.

- **Motion by Mr. Hudson to convene as a Board of Canvassers. Motion seconded and unanimously approved.**

Ms. Painter stated one precinct would need to be selected for a hand count. Precinct 13 was randomly selected by staff.

The Board proceeded with the Canvass by reviewing each precinct, checking to make sure the counts were accurate. The Board also reviewed the provisional and absentee ballots from each precinct to determine if the ballot in question could be accepted into the total ballot count.

Ms. Painter also stated the bond amount for a recount must be set prior to the start of the canvass.

- **Motion by Ms. Tabb to set the bond amount at \$300.00 in the event of a recount. Motion seconded and unanimously approved.**

After all provisional and absentee ballots were reviewed and discussed, a total of 124 provisional ballots and 39 absentee ballots were received, and the Commission approved the addition of 109

total ballots to the final count which did not impact the results of the election.

There being no further business, the meeting adjourned at 12:46 pm

Caleb Hudson, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

Minutes
Jefferson County Commission
Thursday, November 17, 2022

A meeting of the Jefferson County Commission was held on Thursday, November 17, 2022 during the second quarterly session at 6:00 p.m. The meeting was held via GoToWebinar and in-person. Present were Caleb Hudson, President, Steve Stolipher, Vice President, and Commissioners Tricia Jackson, Clare Ath, and Jane Tabb. Also present were John Nissel, County Administrator, Cindy Rezmer, Deputy County Administrator, and Sorayda Pitts Administrative Assistant (The archived meeting of the Thursday, November 17, 2022 meeting is available on the Jefferson County Commission website.)

PLEDGE OF ALLEGIANCE

Commissioner Hudson led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Hudson to approve the November 3, 2022 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Hudson to approve the Payroll for November 10, 2022 in the amount of **\$302,921.75**. Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mr. Hudson to approve the Requisitions for November 17, 2022 in the amount of **\$238,709.23** Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#		VENDOR NAME		AMOUNT
87103		ADAM WARD		\$ 240.02
87104		ALEXANDRA BEAULIEU		\$ 102.98
87105		AMERICAN FAMILY LIFE INSURANCE COMPANY ICU		\$ 2,413.98
87106		AMERIFLEX		\$ 125.80
87107		AT&T		\$ 311.05
87108		AT&T MOBILITY - CC		\$ 271.95
87109		BOLAND TRANE SERVICES INC		\$ 1,528.00
87110		BUREAU OF CHILD SUPPORT		\$ 373.39
87111		CAPITAL ELECTRIC		\$ 1,638.39
87112		CITY OF CHARLES TOWN		\$ 20.00
87113		COMPTROLLER OF MARYLAND		\$ 1,020.01
87114		EFTPS IRS TAXES		\$ 105,514.74
87115		EMPOWER RETIREMENT		\$ 6,016.50
87116		ESS ELECTION SYSTEMS & SOFTWARE		\$ 256.39
87117		FIDELITY POWER SYSTEMS		\$ 636.50
87118		GAIL MCMILLION		\$ 3,190.57
87119		GUTTMAN OIL CO		\$ 8,129.08
87120		INTRENSIC LLC		\$ 14,131.50
87121		IPC TECHNOLOGIES INC.		\$ 1,312.50
87122		JEFFERSON SECURITY BANK		\$ 4,615.00
87123		JCCOA JEFFERSON CENTER		\$ 100.00
87124		JOSEPH FORMAN		\$ 3,250.00
87125		JUDICIAL DIALOG SYSTEMS		\$ 8,933.97
87126		LANGUAGE LINE SERVICES		\$ 295.28
87127		MATTHEW BENDER		\$ 411.61
87128		MILLERS SUPPLIES AT WORK		\$ 40.50
87129		MONROE SYSTEMS FOR BUSINESS		\$ 45.24
87130		NAPA AUTO PARTS		\$ 904.56
87131		NATIONWIDE RETIREMENT SOLUTIONS		\$ 834.00
87132		POTOMAC EDISON		\$ 29,147.69
87133		RETIREE HEALTH BENEFIT TRUST		\$ 7,732.00
87134		RICE TIRES CO		\$ 1,642.91
87135		STATE TAX DEPARTMENT		\$ 150.00
87136		STEPHEN S ALLEN		\$ 378.83
87137		THE HARTFORD		\$ 3,681.92
87138		THE HARTFORD		\$ 2,355.85
87139		TRAVIS STELY		\$ 1,233.11
87140		W B MASON CO. INC		\$ 53.36
87141		WV DEPUTY SHERIFF RETIREMENT SYSTEM		\$ 17,479.41
87142		WV EMERGENCY MEDICAL SERVICES RETIREMENT SYSTEM		\$ 320.86
87143		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		\$ 45,808.74
87144		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		\$ 166.49
87145		WV REGIONAL JAIL & CORRECTION FACILITY AUTH		\$ 66,778.00
87146		XEROX CORPORATION		\$ 227.22
87147		XEROX FINANCIAL SERVICES		\$ 249.81

87148	GS/004	GENERAL COUNTY FUND-004		\$ 10,836.75
87149	FG/009	SHERIFF OF JEFFERSON CO		\$ 4,607.96
87150	BS/011	SHERIFF OF JEFFERSON CO		\$ 7,247.04
87151	AM/053	SHERIFF OF JEFFERSON CO		\$ 1,630.81
TOTAL				\$ 368,392.27

- **Motion by Mr. Hudson to approve the Accounts Payable for August 25, 2022 in the amount of \$368,392.27. Motion seconded and unanimously approved.**

CHECK#		VENDOR NAME		AMOUNT
87153		ASBURY UNITED METHODIST CHURCH		\$ 100.00
87154		BETHEL METHODIST CHURCH		\$ 100.00
87155		BLUE RIDGE COMMUNITY CLUB		\$ 100.00
87156		CAMP HILL WESLEY UNITED		\$ 150.00
87157		CHARLES TOWN BAPTIST CHURCH		\$ 100.00
87158		CITIZEN FIRE CO		\$ 150.00
87159		COVENANT BAPTIST CHURCH		\$ 100.00
87160		CROSSPOINT CHURCH		\$ 200.00
87161		FEDEX		\$ 93.57
87162		FELLOWSHIP BIBLE CHURCH		\$ 100.00
87163		FIFTH THIRD BANK		\$ 77,296.03
87164		FIRST BAPTIST CHURCH		\$ 200.00
87165		GUTTMAN OIL CO		\$ 4,738.16
87166		JEFFERSON COUNTY COUNCIL ON AGING		\$ 100.00
87167		KAREN NICK		\$ 17.63
87168		LEETOWN METHODIST CHURCH		\$ 100.00
87169		MIDDLEWAY FIRE CO		\$ 100.00
87170		OAKLAND METHODIST CHURCH		\$ 100.00
87171		SMOOT'S LLC		\$ 4,328.00
87172		ST JAMES CATHOLIC CHURCH		\$ 100.00
87173		TRINITY EPISCOPAL CHURCH		\$ 100.00
87174		XEROX CORPORATION		\$ 1,003.04
TOTAL				\$ 89,376.43

- **Motion by Mr. Hudson to approve the Accounts Payable for November 17, 2022 in the amount of \$89,376.43. Motion seconded and unanimously approved.**

APPROVAL OF MANUAL CHECKS

10-Nov-22

		OTHER FUNDS		
Check#	Fund	VENDOR		Amount
821	HD/8	SHERIFF OF JEFFERSON CO		\$ 952.70
820	HD/8	ATTENTI		\$ 3,107.20
1019	AV/56	FIFTH THIRD BANK		\$ 746.35
1020	AV/56	GLOBAL SCIENCE & TECH		\$ 1,798.25
1021	AV/56	JUSTTECH		\$ 166.17
1022	AV/56	THE THRASHER GROUP		\$ 9,540.00
1793	CO/246	FIFTH THIRD BANK		\$ 191.04
1794	CO/246	VIBE DESIGN		\$ 32,839.78
135	AR/207	EMERGENCY VEHICLE		\$ 3,186.59
136	AR/207	SHERIFF OF JEFFERSON CO		\$ 5,399.34
950	CW/059	WV STATE AUDITOR		\$ 1,555.00
TOTAL				\$ 59,482.42

- Motion by Mr. Hudson approve the Manual Checks for November 10, 2022 in the amount of \$59,482.42. Motion seconded and unanimously approved.

18-Nov-22

		OTHER FUNDS		
Check#	Fund	VENDOR		Amount
823	HD/8	FIFTH THIRD BANK		\$ 90.98
822	HD/8	ENVIVO HEALTH		\$ 992.00
355	FP/57	JEFFERSON CO FARMLAND PROT.		\$ 94,931.91
1795	CO/246	FIFTH THIRD BANK		\$ 301.90
1367	IP/249	SHERIFF JEFFERSON CO -SCHOOL		\$ 38.00
1368	IP/249	SHERIFF JEFFERSON CO - LAW		\$ 8,499.16
1369	IP/249	SHERIFF JEFFERSON CO - PARKS		\$ 35,961.37
1370	IP/249	SHERIFF JEFFERSON CO - EMS		\$ 3,801.49
1371	IP/249	SHERIFF JEFFERSON CO - ADMIN		\$ 1,672.55
TOTAL				\$ 146,289.36

- Motion by Mr. Hudson approve the Manual Checks for November 18, 2022 in the amount of \$146,289.36. Motion seconded and unanimously approved.

PUBLIC COMMENT: David Tabb

PRESENTATIONS

1. Angie Banks- Assessor- Requested approval of Exonerations and/ or Apportionments.

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Jae Anderson & Arlene Fernandez-Anderson	PP	03	\$37.13	305091

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 305091 as presented by Ms. Banks. Motion seconded and unanimously approved.**
2. Matthew Harvey-Prosecuting Attorney- Requested approval to hire a full time investigator and move part time victim advocate to full time.
 - **Motion by Mr. Stolipher to approve the hire of a new investigator Carlos Fonseca with a starting salary \$50,000/yr. and a start date of November 18, 2022. Motion seconded and unanimously approved.**
 - **Motion by Mr. Stolipher to approve the change from part-time to full-time of Courtney Knill, victim advocate with a salary \$35,000 with an effective date of December 1, 2022. Motion seconded and unanimously approved.**
 3. Roger Goodwin-Chief County Engineer-Requested approval to release of Tolling of Bonding Agreement of Avalon Hills Subdivision (Jefferson County Planning Commission File No. 06-24)
 - **Motion by Mr. Stolipher to approve the release of the Agreement Regarding Bonding Obligations and Declaration of Convents, Conditions and Restrictions, recorder in Deed Book 1102, page 89, for the of Avalon Hills Subdivision (Jefferson County Planning Commission File No. 06-24), as presented; and to record the release in the office of the County Clerk. Motion seconded and unanimously approved.**

Requested approval to release of Tolling of Bonding Agreement of Beallair Subdivision, Phase 2 (Jefferson County Planning Commission File No. 05-41)

- **Motion by Mr. Stolipher to approve the release of the Agreement Regarding Bonding Obligations and Declaration of Convents, Conditions and Restrictions, recorder in Deed Book 1096, page 547, for the of Beallair Subdivision, Phase 2 (Jefferson County Planning Commission File No. 05-**

41), as presented; and to record the release in the office of the County Clerk. Motion seconded and unanimously approved.

4. Nikki Painter- Chief Deputy Clerk- Requested certification of completed races for the 2022 General Election

- **Motion by Mr. Stolipher to certify the results of the November 8, 2022 elections with the exclusion of House of Representative 2nd Congressional District and the four proposed amendments to the WV Constitution. Motion seconded and unanimously approved.**

5. Dennis Jarvis- Director-Jefferson County Development Authority- Requested the assist in the payment of the accrued legal fees for the JCDA for property sales from William Rohrbaugh.

- **Motion by Mr. Stolipher to approve the payment of legal fees for the JCDA for property sales from William Rohrbaugh in the amount of \$12,500.00 using funds from the Coal Severance. Motion seconded and unanimously approved.**

Requested the support for the LED grant resolution acknowledging the JCDA as the lead economic development agency for Jefferson County.

- **Motion by Mr. Stolipher to approve the passage of the Resolution to certify Jefferson County Development Authority as the EDO for the community. Motion seconded and unanimously approved.**

6. Delegate Wayne Clark and JHS Group- Requested a letter to be sent to the WV DOH to explore alternative solutions to construct an interchange on route 340 and Augusta Ave. Parts of this interchange will also be on county property.

- **Motion by Mr. Stolipher to authorize the President of the Commission to write a letter to WV DOH, specifically Chief Engineer Jason Foster to all Jefferson County in junction with the City of Charles Town and JHS Group to seek outside funding to complete the route 340 and Augustine Ave. Interchange. Motion seconded and unanimously approved.**

7. Interviews and Appointments to the following:

- a. Jefferson County Board of Zoning Appeals- one unexpired term ending January 1, 2026.
 - **Motion by Mr. Stolipher to appoint David Wiegand to the Jefferson County Board of Zoning Appeals as a representative to the public for an unexpired term ending on January 1, 2026. Motion seconded and unanimously approved.**
- b. Jefferson County Parks and Recreation Commission Board- for a three unexpired-three-year term ending June 30, 2025.

Moved to the December 1st Commission Meeting

8. Nathan Cochran- Assistant prosecuting attorney-

- a. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170).

No Updates

UNFINISHED BUSINESS

EMS Transition Update-

Moved to the December 1st Commission Meeting

NEW BUSINESS

9. Update re: Charles Town Utility Board Nominees

Refer to legal for advice

10. Approval of 2023 Holiday Schedule

- **Motion by Mr. Stolipher to accept the 2023 Holiday Schedule as presented. Motion seconded and unanimously approved.**

11. Approval of date, time, and location of the first meeting of 2023

- **Motion by Mr. Stolipher to approve the date, time and location of the first meeting of 2023 to be January 5th at 930 at the County Commission Meeting Room. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Approval to Hire- Finance Director
 - **Motion by Mr. Stolipher to approve the hire of a new Finance Director Staci Clark with a starting salary \$90,000 and a start date of November 21, 2022. Motion passed 4-1 with Commissioner Jackson.**

ADJOURN

The Commission adjourned at 07:09pm on a motion by Mr. Hudson. Motion was seconded and unanimously approved.

Caleb Hudson, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

SPECIAL SESSION

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State continued and held at virtually via GoToWebinar on November 22, 2022, beginning at 10:00 o'clock a.m.

PRESENT: Caleb Hudson, President
Steve Stolipher, Vice President
Clare Ath, Commissioner
Tricia Jackson, Commissioner
Jane Tabb, Commissioner
John Nissel, County Administrator
Staci Clark, Finance Director
Cindy Rezmer, Deputy County Administrator
Jessica James, Assistant Deputy County Administrator
Sorayda Pitts, Administrative Assistant

In re: Special Session:

The Meeting was called to order at 10:00 am by President Hudson.

- **Motion by Mr. Hudson to convene as a Board of Canvassers. Motion seconded and unanimously approved.**
1. Certification of the 2022 General Elections specifically for the House of Representative 2nd Congressional District and the four proposed amendments to the WV Constitution.
 - **Motion by Mrs. Tabb to certify the races for the 2022 General Elections specifically for the House of Representative 2nd Congressional District and the four proposed amendments to the WV Constitution. Motion seconded and unanimously approved.**
 - **Motion by Mr. Hudson to convene as a County Commission. Motion seconded and unanimously approved.**
 2. Approval of a partial release of bond for Lutman Land Development, LLC-Milton's Landing Subdivision.
 - **Motion by Mr. Stolipher to enter approve the partial release of \$1,153,352.00 from the construction bond for Lutman Land Development, LLC-Milton's Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD). Motion seconded and unanimously approved.**

There being no further business, the meeting adjourned at 10:04 am.

Caleb Hudson, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

REQUISITIONS TO BE APPROVED

December 1, 2022

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
COUNTY COMMISSION	23048	\$ 70,000.00	JCESA	Blue Ridge Allocation
SHERIFF -LAW	23032	\$ 11,534.86	10-42 Tactical LLC	Uniform Equipment/Partol Vests/Holsters
IT/GIS	23049	\$ 163,275.00	Storage Networks	Data Center Refresh - Bardane Campus
GRAND TOTAL		\$ 244,809.86		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$48,857.12		\$48,857.12
6.2% Tax Payable OASDI			\$0.00
1.45% Tax Payable HI			\$0.00
Fed Withholding			\$0.00
WV State Withholding			\$0.00
VA State Tax			\$0.00
MD State Tax			\$0.00
PERS Retirement Deduct 4.5%			\$0.00
PERS Retirement Deduct 6%			\$0.00
DSRS Retirement Deduct 8.5%			\$0.00
EMS Retirement Deduct 9%			\$0.00
Hosp. Pre-Taxed			\$0.00
D/VF	\$0.00		\$0.00
AFLAC Pre-Taxed	\$0.00		\$0.00
AFLAC Post-Taxed	\$0.00		\$0.00
Optional Life Post-Taxed	\$0.00		\$0.00
Wage Attach #1			\$0.00
Wage Attach #2			\$0.00
Wage Attach #3			\$0.00
457 - Nationwide			\$0.00
457I - Empower			\$0.00
457R - Roth			\$0.00
Christmas Club			\$0.00
Colonial(Plus)			\$0.00
Uniforms			\$0.00
Total Deductions	\$0.00	\$0.00	\$0.00
Net Wages Total	\$48,857.12	\$0.00	\$48,857.12
Payroll Date	November 17, 2022		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$436,654.46		\$436,654.46
6.2% Tax Payable OASDI	\$25,964.39		\$25,964.39
1.45% Tax Payable HI	\$6,072.28		\$6,072.28
Fed Withholding	\$37,294.08		\$37,294.08
WV State Withholding	\$18,348.54		\$18,348.54
VA State Tax	\$327.47		\$327.47
MD State Tax	\$555.82		\$555.82
PERS Retirement Deduct 4.5%	\$9,285.56		\$9,285.56
PERS Retirement Deduct 6%	\$7,213.14		\$7,213.14
DSRS Retirement Deduct 8.5%	\$7,283.96		\$7,283.96
EMS Retirement Deduct 9%	\$166.67		\$166.67
Hosp. Pre-Taxed	\$15,685.00		\$15,685.00
D/VF	\$1,801.18		\$1,801.18
AFLAC Pre-Taxed	\$388.07		\$388.07
AFLAC Post-Taxed	\$818.92		\$818.92
Optional Life Post-Taxed	\$1,826.97		\$1,826.97
Wage Attach #1	\$373.39		\$373.39
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3			\$0.00
457 - Nationwide	\$834.00		\$834.00
457l - Empower	\$4,776.09		\$4,776.09
457R - Roth	\$1,245.00		\$1,245.00
Christmas Club	\$4,550.00		\$4,550.00
Colonial(Plus)	\$47.84		\$47.84
Uniforms			\$0.00
Total Deductions	\$145,008.37	\$0.00	\$145,008.37
Net Wages Total	\$291,646.09	\$0.00	\$291,646.09
Payroll Date	November 25, 2022		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Jeffrey Polczynski, Director of Communications**

Department or Organization: **Emergency Communications Center – Dept 712**

Estimation of amount of time needed for appointment: **5 Minutes**

Date Requested – 1st Choice: **December 1, 2022**

*If a specific date is needed, please provide reason for specific date: **Timing in regards to coordinating onboarding of employees***

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Appointment Request – Full-Time Public Safety Dispatcher (Trainee)**

Please provide the County Commission with a description of your request or presentation, including any background information:

The purpose of this agenda item is to request permission to re-appoint one individual to fill one of the vacancies in the staffing at the Emergency Communications Center. I will be presenting this remotely due to being on personal leave out of state.

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

“Motion to approve the re-appointment of Dominick Vaillancourt as a Public Safety Dispatcher (Trainee) at the hourly rate of \$22.2822 (46,347/year) with the signing bonus of \$2,000 and the post training salary increase once full training is complete.”

Attach supporting documents for request, or request may be denied.

If not attached, explain:

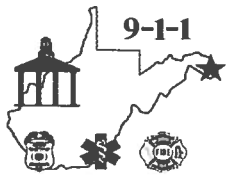
Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call **YES**

Contact information: **Jeffrey Polczynski**

Email address: jpolczynski@jeffersoncountywv.org

Phone Number: 304-728-3317

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION</u>



Jefferson County Emergency Communications DEPARTMENTAL MEMORANDUM

TO: The County Commission of Jefferson County

FROM: Jeffrey Polczynski, ENP - Director

DATE: November 22, 2022

SUBJECT: Request Appointments – Full-Time Public Safety Dispatcher (Trainee)

The purpose of this memorandum is to request the approval to re-employ a Public Safety Dispatcher Trainee at the notated salary. The candidate will fill vacancies in authorized staffing.

The ECC intends to onboard the following:

1. Dominick Vaillancourt – formerly worked in the Jefferson County Communications Center in 2022 and was undergoing initial training in the dispatch academy before a family emergency forced his resignation and a move back to New Hampshire. Mr. Vaillancourt has been working as a public safety dispatcher at Belknap County (Laconia, NH) since and is once again re-locating into the Jefferson County area in early January 2023. Candidate is offered a salary of \$22.2822/hour (\$46,347) and the signing bonus of \$2,000.

The candidate will be afforded the standard merit increase once full training has been completed. The ECC will continue processing candidates pursuing the filling of vacant and overfill positions authorized by the County.

Please do not hesitate to contact me for further questions.

Respectfully Submitted,

Jeffrey Polczynski, ENP
Director of Communications

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Jeffrey A. Polczynski, ENP – Director of Communications

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: December 1, 2022

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: ***Timing in regards to filling vacancies in the schedule***

Subject: **Re-appointment of Chief Christopher Kutcher and Lt. Rob Sell.**

Please provide the County Commission with a description of your request or presentation, including any background information:

The purpose of this memorandum is to approve the reappoint of Chief Christopher Kutcher representing municipal police, and Lt. Rob Sell representing Sheriff's Office to serve a term of 3 years on the E911 Advisory Board, ending on 09/01/2025.

Members are required to attend quarterly meetings on the 3rd Wednesday of the quarter.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

Motion to approve the 3 year reappointment of Chief Christopher Kutcher and Lt. Rob Sell to the E911 Advisory Board with their term expiring on 09/01/2025.

Attachments:

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Tom Hansen

Department or Organization: Sheriff's Office

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice next meeting

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Corporal Promotion
Vacation Hours
Travel and Training Budget

Please provide the County Commission with a description of your request or presentation, including any background information:

Issues regarding promotions and the civil service commission – possible executive session to discuss legal and personnel matters

We would like to request an increase to 300 hours for the maximum accruals for all Deputies, the temporary suspension of having to be at or below their maximum accrual by the end of the year, and/or the ability to pay them out for any leave over their maximum as we are facing having to deny leave and pay excessive amounts of overtime to meet minimum staffing requirements.

Remove the newly created subcategories from our training and travel budget

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address: thansen@jeffersoncountywv.org

Phone Number: 304-728-3205

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

149AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elizabeth Wheeler, Director

Department or Organization: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 5- 10 minutes

Date Requested – 1st Choice: December 1, 2022

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of purchase of one Agricultural Conservation Easement**

Please provide the County Commission with a description of your request or presentation, including any background information:

The attached Deed of Easement for (2021-03) has been approved by the Jefferson County Farmland Protection Board (Board) and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The easement is ready to close. Funding is provided for the easement through the Jefferson County Farmland Protection Program. The 2021-03 easement is for 45.03 acres with a cost to the Board of \$200,000. The landowners have donated \$97,000 of easement value.

Is this a funding request? Y/N NO

If so, how much? \$ 0

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

That the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program one conservation easement on the property in Jefferson County owned by Conrad Lotze and Kristina Maciunas. (Property MD03).

Attach supporting documents for request, or request may be denied. Map of easement location, Deed of Conservation Easement

If not attached, explain:

Is equipment needed? NO Projector ☒ Internet/Wi Fi ☒ Telephone for conference call ☒

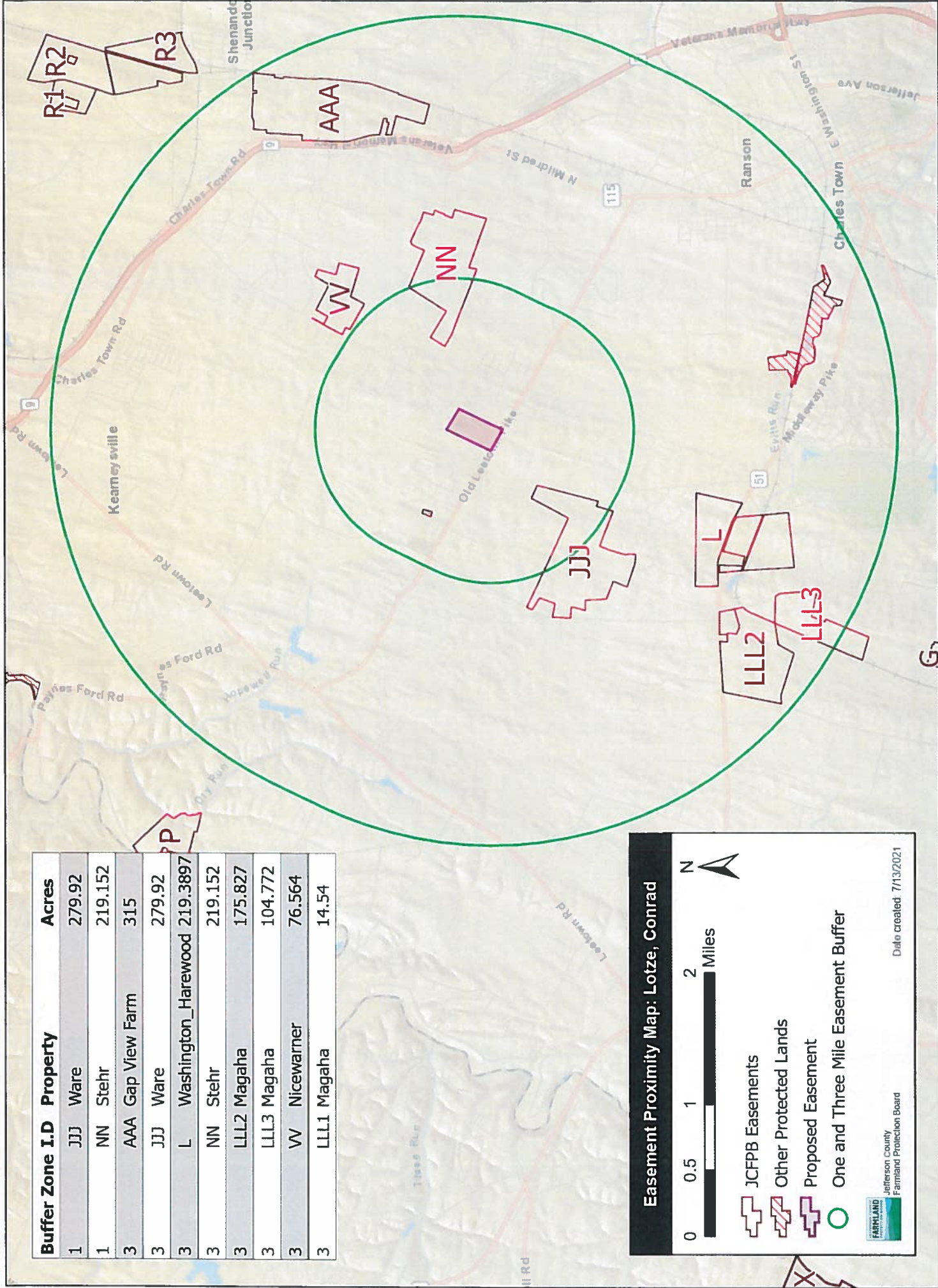
Contact information:

Email address: farmlandprotection@jcda.net

Phone Number: 304-724-1414

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

Buffer Zone I.D	Property	Acres
1	JJJ Ware	279.92
1	NN Stehr	219.152
3	AAA Gap View Farm	315
3	JJJ Ware	279.92
3	L Washington_Harewood	219.3897
3	NN Stehr	219.152
3	LLL2 Magaha	175.827
3	LLL3 Magaha	104.772
3	VV Nicewarner	76.564
3	LLL1 Magaha	14.54



Easement Proximity Map: Lotze, Conrad

00.512Miles

North Arrow

JCFPB Easements

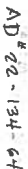
Other Protected Lands

Proposed Easement

One and Three Mile Easement Buffer

Jefferson County
Farmland Protection Board

Date created: 7/13/2021



DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** (“this Conservation Easement”) is made this _____ day of _____, 2022, by **CONRAD D. LOTZE** and **KRISTINA A. MACIUNAS**, whose address is 2237 Old Leetown Pike, Kearneysville, WV 25430, (“Grantors”), to the **JEFFERSON COUNTY FARMLAND PROTECTION BOARD** (“Grantee” or “JCFPB”) whose address is PO Box 731, Charles Town, WV 25414. For purposes of this Conservation Easement, references to the rights, duties and obligations of Grantors and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Jefferson County, West Virginia, consisting of 44.986 acres, more or less, described in a deed of record in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1059, at Page 405; and more particularly described by metes and bounds in Exhibits A-1, incorporated herein by reference (the “Protected Property”) and which is shown on that certain plat titled “Conservation Easement to the Jefferson County Farmland Protection Board” recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia (the “Clerk’s Office” in _____ and incorporated herein by the reference (the Farmland Protection Plat”);

WHEREAS, the Protected Property possesses agricultural, including prime, unique and significant soils; open space and natural values (collectively, “Conservation Values”) of great importance to Grantors, the people of Jefferson County, and the people of the state of West Virginia, and all current and future generations of mankind;

WHEREAS, Grantee has provided \$200,000.00 to purchase a farmland conservation easement on the Protected Property;

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, on file at the offices of Grantee and incorporated by reference (“Baseline Documentation Report”), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Protected Property at the time of the creation of this easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement;

WHEREAS, Grantors and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Protected Property;

WHEREAS, Grantors further intend, as owners of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia (“Legislature”) has recognized the importance and significant public benefit of conservation and preservation

DEED OF CONSERVATION EASEMENT

easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the state of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life-support industry and recognizes the need to support the irreversible loss of agricultural land. The legislature has authorized the state of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the JCFPB and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, JCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Conservation Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia and that by the acceptance of this Conservation Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. It agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantors hereby voluntarily grant, bargain, and convey to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Conservation Easement. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its qualifying prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Conservation Easement are hereinafter set forth.

DEED OF CONSERVATION EASEMENT

I. TERMS, CONDITIONS AND RESTRICTIONS

Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantors and Grantee:

1. **Use and Quiet Enjoyment.** Grantors have the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantors have the right to engage in any and all personal recreational uses of the Protected Property, including, but not limited to, hiking, touring, swimming, camping, biking, hunting and fishing, that require no development of the land and are consistent with the Conservation Values.

2. **Agricultural Uses of the Land.** Grantors may engage in any and all agricultural uses of the Protected Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Protected Property are permitted. Any secondary agricultural activity, including, but not limited to, farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

3. **Agricultural Structures.** Grantors have the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property (hereinafter "Agricultural Structures"). Agricultural Structures shall be limited by the maximum square footage as described in Paragraph I.10 (Maximum Impervious Surface Coverage).

4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products.

DEED OF CONSERVATION EASEMENT

5. Activities for Religious, Charitable or Educational Purposes or to Foster Tourism. Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Protected Property in order to foster rural economic uses while protecting the rural character of the Protected Property. Such activities or businesses must be compatible with and supportive of the rural character of the Protected Property and must remain incidental to the agricultural and open space character of the Protected Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the Agricultural Structures permitted hereunder, or the Existing Residential Dwellings (hereinafter defined). No other structures are permitted on the Protected Property except for appurtenances allowable under Paragraph I.7 (Existing Residential Dwellings).
- (b) The stables, horseback riding arenas, both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be limited by the maximum square feet as described in Paragraph I.10 (Maximum Impervious Surface Coverage).
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

6. Home-based Businesses. Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Protected Property, provided that:

- (a) The occupation or business use must be conducted entirely within the Existing Residential Dwellings or appurtenances allowable under Paragraph I.7 (Existing Residential Dwellings).
- (b) The use of the dwellings for the home occupation shall be clearly incidental and subordinate to the use of the Existing Residential Dwellings for residential purposes.

7. Existing Residential Dwellings. The Grantors and Grantee acknowledge the existence of two (2) residential dwellings (each an "Existing Residential Dwelling")

DEED OF CONSERVATION EASEMENT

currently existing on the Protected Property, as shown on the aforementioned Farmland Protection Plat. No additional residential dwelling shall be constructed or placed on the Protected Property.

- (a) The Existing Residential Dwellings shall be contained in a building envelope ("Residential Area") no greater than two (2) acres total area as shown as shown on the aforementioned Farmland Protection Plat.
- (b) Grantors have the right to maintain, repair, enlarge or replace each Existing Residential Dwelling as they may so desire, except that the impervious surface of the principal Existing Residential Dwelling is limited to 5,000 square feet.
- (c) Grantors have the right to construct appurtenances such as garages, sheds and recreational facilities within the Residential Area, except that the total allowed impervious surface within the Residential Area, including both Existing Residential Dwellings, shall not exceed 9,000 square feet.
- (d) Each Existing Residential Dwelling may house one or more families or occupants but shall not be converted to a multi-family dwelling.
- (e) Grantors and Grantee acknowledge that two septic drain fields are located in the easement area adjacent to the residential parcel. Grantors reserve the right to conduct activities within the easement area to maintain, repair or replace the drain field as presently located.

8. Transfer of Development Rights. All other development rights not specifically reserved under this Conservation Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of the existing residential building on the Protected Property.

9. Subdivision. It is the intention of Grantors to protect the open space values of the Protected Property. Accordingly, subdivision of land is prohibited. Grantors acknowledge and agree that the designation of the Residential Area as shown on the aforementioned Farmland Protection Plat does not constitute a subdivision of land and the Residential Area may not be conveyed separately from the remainder of the Protected Property.

DEED OF CONSERVATION EASEMENT

10. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Protected Property shall be subject to the limitations defined below.

- (a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm water directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.
- (b) See Paragraph I.7 (Existing Residential Dwellings), subparagraphs (b) and (c) for residential impervious surface limits.
- (c) The total surface coverage of the Protected Property by all impervious surfaces, including all single residential dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways and parking areas, shall not exceed 39,192 square feet, which is less than 2% of the total area covered by this Conservation Easement.

11. Removal of Natural Resources. Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Protected Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Conservation Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the surface of the Protected Property is prohibited.

12. Management of Woodland Resources. If the Protected Property has contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area, Grantor shall have a Forest Management Plan prepared for the Protected Property. The use of timber and woodland products of not more than one percent (1%) in any two-year period on site is permitted without a Forest Management Plan and will not require acceptance by the Grantee.

A Forest Management Plan shall not be required for the following permitted non-commercial activities and do not require prior approval of the Grantee:

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantors;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Conservation Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines;
- (e) removal of invasive species both plant and insect.

DEED OF CONSERVATION EASEMENT

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Conservation Easement and the protection of Conservation Values of the Protected Property.

Such forest management and timber harvesting must be performed in accordance with a written Forest Management Plan consistent with this Conservation Easement prepared and signed by a licensed professional forester. The Grantee will approve the plan to ensure it is consistent with the agricultural conservation value of the easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

13. Other Construction. Except as specifically under Paragraph I.7 (Existing Residential Dwellings), there shall be no constructing or placing of any buildings, manufactured homes, swimming pools or other recreational facilities, commercial lighting or any other temporary or permanent structure or facility on or above the Protected Property. Existing roads as identified in the Baseline Documentation Report may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations. Paved roads are subject to the impervious surface limitations referenced above.

14. Fences. Existing fences may be repaired and replaced, and new fences may be built on the Protected Property as necessary for agricultural operations on the Protected Property, including customary management of livestock and to delineate the boundary of the Protected Property.

15. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Conservation Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

16. Wastes. Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve gardens and pastures on the Protected Property is permitted so long as composting and its application is consistent with a conservation plan.

17. Utilities. Grantors shall not sell, lease or grant an easement covering any portion of the Protected Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers. Grantors may install utilities necessary for the permitted residential and agricultural structures.

18. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural

DEED OF CONSERVATION EASEMENT

water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Protected Property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Protected Property shall be considered an agricultural use. Expansion and construction of ponds and structures shall be in accordance with the conservation plan. Farm ponds shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. **Access.** No right of access by the general public to any portion of the Protected Property is conveyed by this Conservation Easement.

2. **Rights of the Grantee.** To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee or its agent by this Conservation Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property;
- (b) To enter upon the Protected Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantors' compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Protected Property; and
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph II.4 (Grantee's Remedies).

3. **Grantee Notification/Approval.** Grantors reserve for themselves the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Conservation Easement without seeking the approval of Grantee.

4. **Grantee's Remedies.**

- (a) **Notice of Violation: Corrective Action.** If Grantee determine that Grantors are in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

DEED OF CONSERVATION EASEMENT

- (b) **Injunctive Relief.** The Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantors to restore the Protected Property to the condition existing at the time of this Conservation Easement in order to correct any violation(s) of this Conservation Easement. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantors agree that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.
- (c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantors, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantors' violation of the terms of this Conservation Easement shall be borne by Grantors. If Grantors prevails in action to enforce the terms of this Conservation Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Conservation Easement against third party shall be borne by Grantee.
- (d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

5. **Acts beyond the Grantors' Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Protected Property resulting from causes beyond Grantors' control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Conservation Easement are violated by acts of trespassers that Grantors could not reasonably have anticipated or prevented, Grantors agree that Grantee has the right to pursue enforcement action against the responsible parties.

6. **Costs, Legal Requirements and Liabilities.** Grantors, their heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

7. **Control.** Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any responsibility to the Protected

DEED OF CONSERVATION EASEMENT

Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

8. **Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Protected Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement.

9. **Environmental Warranty.** Grantors warrant that they are in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantors further warrant that they have no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantors hereby agree to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any other prior owner of the Protected Property. Grantors' indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantors with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment.

10. **Hold Harmless.** Grantors shall hold harmless, indemnify, and defend Grantee, its members, directors, officers, employees, agents, assigns, and contractors (collectively, the "Grantee") from and against all liabilities, fines, fees, penalties, costs,

DEED OF CONSERVATION EASEMENT

losses, damages, expenses, causes of action, suits, proceedings, claims, demands, judgments, and sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which the Grantee may be subject or which the Grantee may incur relating to the Protected Property, which may arise from, but are not limited to, Grantors' negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Conservation Easement, or violations of any state or local laws, including all environmental laws.

11. Proceeds for Extinguishment. The conveyance of this Conservation Easement gives rise to a property right immediately vested in the Grantee. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. At the date of this Conservation Easement, the proportionate values were as follows: Grantors' proportionate value is thirty-four percent (34%) of the appraised fair market value of the Protected Property. Grantee's proportionate value is sixty-six percent (66%) of the appraised fair market value of the Protected Property.

In making this Conservation Easement, Grantors have considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantors believe that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Conservation Easement, and Grantors and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement.

12. Condemnation. If Protected Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantors shall be entitled to compensation at not less than the fair market value of the Protected Property determined without regard to the existence of this Conservation Easement. Grantors, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee in writing, within fifteen (15) days of receipt of said notification.

13. Assignment. This Conservation Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that the JCFPB ceases to operate or exist, the rights of the Grantee under this Conservation Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act (WV Code 20-12-1, et seq., 1995).

The Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Conservation Easement was originally

DEED OF CONSERVATION EASEMENT

intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantors.

14. Subsequent Transfers. Grantors agree to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest.

15. Estoppel Certificates. Upon request by Grantors, Grantee shall within thirty (30) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantors.

16. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantors: Conrad Lotze and Kristina Maciunas
2237 Old Leetown Pike
Kearneysville, WV 25430

To Grantee: Jefferson County Farmland Protection Board
PO Box 731
Charles Town, WV 25414

or to such other address as either party from time to time shall designate by written notice to the other.

17. Recordation. Grantee shall record this instrument in timely fashion with the Clerk of the County Commission of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

18. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantors and Grantee are free to jointly amend this Conservation Easement; provided that no amendment shall be allowed that will invalidate this Conservation Easement or be inconsistent with the purpose of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

19. Other Provisions.

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of West Virginia.

(b) **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of

DEED OF CONSERVATION EASEMENT

the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantors' title in any respect.

(d) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

(e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

(f) **Subordination.** Any mortgage or lien arising after the date of this Conservation Easement shall be subordinated to the terms of this Conservation Easement.

(g) **Title Warranties.** Grantors warrant that Grantors have good title to the Protected Property; that Grantors have the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances.

(h) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Conservation Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantors and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Conservation Easement are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the Grantee, or any successor or assignee will be deemed to eliminate these terms and conditions of this Conservation Easement, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

DEED OF CONSERVATION EASEMENT

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to a county governmental entity, and therefore is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantors and Grantee have set their hand:

GRANTORS:

Conrad D. Lotze

Signature

Date

Kristina A. Maciunas

Signature

GRANTEE:

Jefferson County Farmland Protection Board

Signature

Date

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Conrad D. Lotze**.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Kristina A. Maciunas**.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, President, on behalf of the Jefferson County Farmland Protection Board.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

A-1 Legal Description of Property Subject to Easement

DEED OF CONSERVATION EASEMENT

Exhibit A-1 Legal Description of Property Subject to Easement

Keller Engineers, Inc
420 Allegheny Street
Hollidaysburg, PA 16648
Phone: (814) 696-7430
Fax: (814) 696-0150
keller-engineers.com

FARMLAND CONSERVATION EASEMENT
DESIRED BY
JEFFERSON COUNTY FARMLAND PROTECTION BOARD
FROM
CONRAD D. LOTZE AND KRISTINA A. MACIUNAS
PROJECT NUMBER 3964-10
MARCH, 2022

All that certain piece or parcel of land lying and being situate in the Middleway District, being (07) Tax Map 15, Parcel 6, within Jefferson County, West Virginia, and more particularly bounded and described as follows:

Farmland Conservation Easement Tract

Beginning at a point in the centerline of West Virginia Secondary Route 15 (Old Leetown Pike) at the common corner of lands now or formerly of Christian D. & Evie D. Lotze ; thence along Lotze lands NORTH 25 DEGREES 52 MINUTES 21 SECONDS EAST a distance of 1968.28 FEET to an existing post on the common line of lands now or formerly of Harry J. Painter; thence along Painter lands SOUTH 58 DEGREES 46 MINUTES 43 SECONDS EAST a distance of 1003.90 FEET to a point in the centerline of West Virginia Secondary Route 8 (Wiltshire Road); thence along said centerline SOUTH 25 DEGREES 51 MINUTES 38 SECONDS WEST a distance of 1473.48 FEET to a point; thence along the same SOUTH 23 DEGREES 36 MINUTES 11 SECONDS WEST a distance of 465.85 FEET to a magnet nail in centerline of West Virginia Secondary Route 15; thence along the centerline of West Virginia Secondary Route 15 with a curve turning to the right with a radius of 3937.81 FEET, an arc length of 226.26 FEET, a chord bearing of NORTH 61 DEGREES 47 MINUTES 48 SECONDS WEST, and a chord length of 226.23 FEET to a point; thence along the same NORTH 60 DEGREES 09 MINUTES 03 SECONDS WEST a distance of 794.16 FEET to the point and place of beginning and having an area of 44.986 Acres.

Being all of the parcel of land title to which became vested in Conrad D. Lotze and Kristina A. Maciunas by deeds as recorded in Jefferson County Deed Book Volume 1059 at page 405 and, Deed Book Volume 949 at page 659.

Subject to all that portion of land that lies within the right-of-way of West Virginia Secondary Route 8 and 15.

Also subject to all those utility easements of record.

DEED OF CONSERVATION EASEMENT

Subject to a proposed 40-foot-wide right-of-way exclusively for access as centered on an existing roadway, running from lands now or formerly of Christian D. & Evie D. Lotze, to the Residential Dwelling Area described herein and shown on the below referenced "Conservation Easement".

All of these easements more fully shown on the below referenced Conservation Easement plan.

Residential Dwelling Area

Included within the above described Farmland Conservation Easement is the following Residential Dwelling Area:

Beginning at an existing post, said post being located NORTH 33 DEGREES 33 MINUTES 43 SECONDS EAST a distance of 1435.51 FEET from the point of beginning of the above described conservation easement; thence through lands of which this is a part NORTH 10 DEGREES 49 MINUTES 16 SECONDS EAST a distance of 180.91 FEET to an existing post; thence through the same NORTH 38 DEGREES 25 MINUTES 16 SECONDS EAST a distance of 128.54 FEET to an existing t-post; thence through the same SOUTH 86 DEGREES 13 MINUTES 28 SECONDS EAST a distance of 52.04 FEET to an existing t-post; thence through the same NORTH 23 DEGREES 59 MINUTES 15 SECONDS EAST a distance of 62.64 FEET to an existing t-post; thence through the same NORTH 35 DEGREES 28 MINUTES 05 SECONDS EAST a distance of 57.03 FEET to an existing post; thence through the same SOUTH 63 DEGREES 51 MINUTES 17 SECONDS EAST a distance of 155.56 FEET to an existing post; thence through the same SOUTH 25 DEGREES 59 MINUTES 48 SECONDS WEST a distance of 191.77 FEET to an existing post; thence through the same SOUTH 20 DEGREES 26 MINUTES 54 SECONDS WEST a distance of 205.80 FEET to an existing post; thence through the same NORTH 75 DEGREES 09 MINUTES 57 SECONDS WEST a distance of 215.19 FEET to the point and place of beginning and having an area of 2.000 Acres. The total area of the Farmland Conservation Easement is 44.986 Acres, which includes the 2.000 Acre Residential Dwelling Area, and is more fully shown on the survey plat by Keller Engineers entitled "Conservation Easement" showing the lands of Conrad D. Lotze and Kristina A. Maciunas, dated March 31, 2022.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Laura Kuhn**

Department or Organization: **Fleet & Facilities Management**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice: **December 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

Request approval of the purchase of a FaxFinder 4-Channel Fax Server

Please provide the County Commission with a description of your request or presentation, including any background information:
The current Fax Server is End of Life. We are no longer able to receive any updates for the fax server. This has effected the faxing software. Users with new computers or updated computers can no longer use the fax software that enables them to send a fax directly from their computer. These users no longer have the ability to send faxes. This request is to replace the current fax server with the updated appliance.

Is this a funding request? Y/N **Yes**

If so, how much? \$ **\$10,364**

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Move to approve the purchase of the FaxFinder 4-Channel Fax Server in the amount of \$10,364.

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address **LKuhn@jeffersoncountywv.org**

Phone Number: **304-728-3355**

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Fax Cost Options - Pricing is for 17 Lines

Fax Options	Cost - Year 1	Cost - Year 2	Cost - Year 3	Cost - Year 4	Cost - Year 5	Total for 5 Years
FaxFinder 4-Channel Fax Server - This is a physical server that will be installed on the County's network with the fax numbers ported through the County's VoIP telephone system. Fax users send and receive faxes from their PC. There is no cost per line or additional cost to add fax lines in the future.	\$10,364	0	0	0	0	\$10,364
RingCentral Cloud Service - This is a fax cloud service with monthly fees based on the number of fax lines. The quoted cost is based on 17 fax lines. Fax users send and receive faxes from their PC. Future fax line additions will result in additional monthly charges. The 1st year cost includes initial setup of \$2900 and yearly service costs (billed monthly at \$424.83 per month).	\$7,998	\$5,098	\$5,098	\$5,098	\$5,098	\$28,390
Analog Fax Lines - This would be physical fax machines in each office. Lines would be billed monthly through the local phone company. Analog fax lines are approximately \$35 per month for each line. 17 lines will cost approximately \$600 per month. There is also the additional cost of paper and toner with this option.	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$36,000

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 5-10 minutes

DATE REQUESTED: 1ST CHOICE December 1st, 2022

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: On the estate of Karine Erlebach, deceased, Application for Certificate of Appointment as Executrix Limited to the German estate.

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION, INCLUDING ANY BACKGROUND INFORMATION:

Executor is being asked to appear before the commission to sign and have signed by the president of the commission, an application from the German courts

RECOMMENDED MOTION:

ARE DOCUMENTS ATTACHED: To Follow

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 10-15 minutes

DATE REQUESTED: 1ST CHOICE December 1st, 2022

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: Probate In Solemn Form the last will and testament of Raymond Virgil Utterback, deceased

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION, INCLUDING ANY BACKGROUND INFORMATION:

Petitioner is unable to locate the original will, and requests that the commission approve the copy to be probated.

RECOMMENDED MOTION: Approve the will to be probated in solemn form.

ARE DOCUMENTS ATTACHED: Attached

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN RE: THE ESTATE OF RAYMOND VIRGIL UTTERBACK, DECEASED
PETITION TO PROBATE WILL IN SOLEMN FORM

COMES NOW your Petitioner, Annie Loraine Utterback, and petitions for the admission and probate in solemn form of the Last Will and Testament of Raymond Virgil Utterback, deceased, pursuant to West Virginia Code § 41-5-5, and represents to the Commission as follows:

1. Raymond Virgil Utterback ("Testator") died testate August 31, 2022, as a resident of Jefferson County, West Virginia; his last place of residence and domicile being 938 Oak Lee Drive, Ranson, West Virginia, 25438, as evidenced by a copy of his death certificate attached as Exhibit A.

2. The Testator's estate consists of real property and tangible and intangible personal property, the value and extent of which has not yet been ascertained.

3. At the time of his death, the Testator had the following as heirs at law, distributees, beneficiaries named in his Will, and persons interested in the probate of his Will and estate:

- (a) Annie Loraine Utterback (wife)
938 Oak Lee Drive
Ranson, West Virginia 25438
 - (b) Deborah Thompson (daughter)
145 Melville Drive
Inwood, West Virginia 25428
 - (c) Sandra Sadaka (daughter)
27010 Harrill Lane
Lebanon, Missouri 65536
-

- (d) Raymond Utterback Jr. (son)
8257 Richmond Highway
Alexandria, Virginia 22309
- (e) Tamela Staubs (Utterback) (daughter)
4310 Seminole Road
Fort Pierce, Florida 34951
- (f) Timothy Utterback, deceased (son)
- (g) Timothy Utterback, Jr. (grandson)
168 Sparkling Brook Road
Ranson, West Virginia 25438
- (h) Jennifer Barley (Utterback) (granddaughter)
48 Hunting Horn Lane
Kearneysville, West Virginia 25430
- (i) Melissa Mattos (Utterback) (granddaughter)
18631 Line Church Road
Delmar, Delaware 19940
- (j) Cynthia Dinterman (Utterback) (granddaughter)
199 Cambrian Court
Martinsburg, West Virginia 25403
- (k) David Utterback, deceased (son)
- (l) Patricia Mawyer (stepdaughter)
118 Cold Spring Drive
Martinsburg, West Virginia 25405

4. Upon information and belief, all of the persons listed in paragraph 3 above are adults and none of them are under any legal disability.


5. On September 22, 2000, Testator executed a Joint Will with his wife, the Petitioner, in conformity with the laws of Oklahoma and West Virginia, as evidenced by the copy attached as **Exhibit B**. Testator's signature and Petitioner's signature on said Joint Will were witnessed by two (2) witnesses, to which said Joint Will is attached a self-proving affidavit made by such witnesses.

6. Pursuant to said Joint Will, the Testator nominated and appointed his wife, the Petitioner, Annie Loraine Utterback, 938 Oak Lee Drive, Ranson, West Virginia 25438, as his Personal Representative.

7. Petitioner has made a diligent search for the original of the Joint Will, but is unable to locate the original.

8. Venue lies within this Commission pursuant to West Virginia Code § 41-5-4(a) as said Petition involves the probate of a Will of a testator who at the time of his death had a known place of residence in Jefferson County, West Virginia.

WHEREFORE, your Petitioner, Annie Loraine Utterback, respectfully petitions this Commission to issue process and summons to all those persons known as heirs at law of the Decedent and those interested in the probate of the Last Will and Testament of the Decedent to appear at a day and time named to show cause why the copy of the purported Last Will and Testament of said Decedent, dated the 22nd day of September, 2000, should not be admitted to probate pursuant to the provisions of Article 5, Chapter 41 of the West Virginia Code; that an Order be entered appointing Annie Loraine Utterback as Executor of the Estate of Raymond Virgil Utterback pursuant to said Will; and to take such further action as to this Commission may seem fair and just.



Joseph L. Caltrider WVSB #6870
BOWLES RICE LLP
Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419
(304) 264-4214
jcaltrider@bowlesrice.com

ANNIE LORAIN UTTERBACK
By Counsel

VERIFICATION

STATE OF West Virginia

COUNTY OF Berkeley, to wit:

The undersigned Petitioner, ANNIE LORAIN UTTERBACK, after being first duly sworn, states that the foregoing PETITION TO PROBATE WILL IN SOLEMN FORM is true and correct to the best of her knowledge, information and belief.

DATED the 31 day of Oct 2022.


ANNIE LORAIN UTTERBACK

The foregoing VERIFICATION was acknowledged before the undersigned Notary Public by the Petitioner, ANNIE LORAIN UTTERBACK, on the 31st day of October 2022.




Notary Public

My Commission expires: March 20, 2025

Exhibit A

Death Certificate

4114528 COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH - OFFICE OF VITAL RECORDS

COMMONWEALTH OF VIRGINIA - CERTIFICATE OF DEATH
DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS - RICHMOND

1. FULL NAME OF DECEASED RAYMOND		2. DATE OF DEATH AUGUST 31, 2022		3. DATE OF BIRTH OCTOBER 24, 1936		4. AGE 85		5. SEX MALE		6. STATE RECEIVED FROM SEPTEMBER 12, 2022		7. STATE RECEIVED FROM 22-055531			
8. WAS DECEASED EVER IN U.S. ARMED FORCES? NO		9. PLACE OF BIRTH (U.S. STATE OR FOREIGN COUNTRY) DISTRICT OF COLUMBIA		10. SOCIAL SECURITY NUMBER 577-48-8526		11. IF NO SSN, CHECK APPROPRIATE BOX NOT OBTAINABLE		12. IF UNDER 1 YEAR NO		13. IF UNDER 1 DAY NO		14. IF UNDER 1 YEAR NO			
15. STREET ADDRESS (INCLUDE HOUSE AND/OR APT # OR BOX NO.) 938 OAK LEE DRIVE				16. CITY OR TOWN OF RESIDENCE RANSON				17. ZIP CODE 25438				18. IF NO SSN, CHECK APPROPRIATE BOX NOT OBTAINABLE			
19. COUNTY OF DECEASED'S RESIDENCE (if independent city, leave blank) JEFFERSON				20. U.S. STATE (OR FOREIGN COUNTRY) OF DECEASED'S RESIDENCE WEST VIRGINIA				21. ZIP CODE 25438				22. IF NO SSN, CHECK APPROPRIATE BOX NOT OBTAINABLE			
23. RACE OF DECEASED (CHECK ONE OR MORE) <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> KOREAN <input type="checkbox"/> OTHER PACIFIC ISLANDER (SPECIFY)				24. DECEASED'S ETHNIC ORIGIN <input checked="" type="checkbox"/> NON-HISPANIC <input type="checkbox"/> CENTRAL OR SOUTH AMERICAN <input type="checkbox"/> CUBAN <input type="checkbox"/> MEXICAN <input type="checkbox"/> PUERTO RICAN <input type="checkbox"/> OTHER (SPECIFY)				25. EDUCATION (HIGHEST GRADE COMPLETED) <input checked="" type="checkbox"/> HIGH SCHOOL DIPLOMA <input type="checkbox"/> COLLEGE <input type="checkbox"/> YEARS OF COLLEGE				26. IF MARRIED, SEPARATELY OR WIDOWED, NAME OF SPOUSE (if deceased leave blank) ANNIE LORAIN UTTERBACK			
27. FULL NAME OF DECEASED'S FATHER OR PARENT (if deceased, last name) EDWARD VIRGIL UTTERBACK				28. FULL NAME OF DECEASED'S MOTHER OR PARENT (if deceased, last name) RUTH IDA HARRIS				29. SEX OF DECEASED'S FATHER MALE				30. SEX OF DECEASED'S MOTHER FEMALE			
31. DECEASED'S RELATIONSHIP OR SOURCE OF INFORMATION SPOUSE				32. FULL NAME OF INFORMANT (NAME OF SPOUSE) ANNIE LORAIN UTTERBACK				33. IF MARRIED, SEPARATELY OR WIDOWED, NAME OF SPOUSE (if deceased leave blank) ANNIE LORAIN UTTERBACK				34. IF MARRIED, SEPARATELY OR WIDOWED, NAME OF SPOUSE (if deceased leave blank) ANNIE LORAIN UTTERBACK			
35. NAME OF HOSPITAL OR INSTITUTION OF DEATH (if none, see note) INOVA LOUDOUN HOSPITAL, LANSDOWNE				36. SPECIFY IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL <input type="checkbox"/> HOME <input type="checkbox"/> NURSING HOME <input type="checkbox"/> LONG TERM CARE FACILITY <input type="checkbox"/> DECEASED'S HOME <input type="checkbox"/> CORRECTIONAL FACILITY <input type="checkbox"/> OTHER (SPECIFY)				37. CITY OR TOWN OF DEATH LEESBURG				38. COUNTY OF DEATH (if independent city, leave blank) LOUDOUN COUNTY			
39. METHOD OF DEATH <input checked="" type="checkbox"/> BURIAL <input type="checkbox"/> CREMATION <input type="checkbox"/> OTHER (SPECIFY)				40. PLACE OF DEATH (if independent city, leave blank) 44045 RIVERSIDE PARKWAY				41. STATE 20176				42. ZIP CODE 20176			
43. PLACE OF DEATH (if independent city, leave blank) 15142 HILLSBORO ROAD				44. CITY OR TOWN OF DEATH PURCELLVILLE				45. STATE VIRGINIA				46. ZIP CODE 20132			
47. SIGNATURE OF PERSON COMPLETING THE CAUSE OF DEATH /S/ KIMBERLY MICHELLE REED				48. LICENSED NO. 0502901092				49. NAME OF FUNERAL HOME OR FACILITY HALL FUNERAL HOME, INC.				50. ADDRESS OF FUNERAL HOME OR FACILITY (if none, see note) 140 S NURSERY AVE PO BOX 196, PURCELLVILLE VIRGINIA 20132			
51. TIME OF DEATH (if not best of knowledge, death occurred at) 02:45				52. PART I. Enter the disease, injuries, or complication that caused the death. Do not use the words of dying, such as cardiac or respiratory arrest, shock, or heart failure. ACUTE ON CHRONIC SYSTOLIC CONGESTIVE HEART FAILURE				53. INTERVAL BETWEEN ONSET AND DEATH 3 DAYS				54. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. ISCHEMIC CARDIOMYOPATHY, ACUTE ON CHRONIC RENAL FAILURE			
55. WAS THE MEDICAL EXAMINER CONTACTED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				56. WAS AN AUTOPSY PERFORMED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				57. IF NO, WHY NOT? <input type="checkbox"/> YES <input type="checkbox"/> NO				58. IF NO, WHY NOT? <input type="checkbox"/> YES <input type="checkbox"/> NO			
59. IF FEMALE: <input type="checkbox"/> PREPREGNANT AT TIME OF DEATH <input type="checkbox"/> UNKNOWN IF PREPREGNANT WITHIN THE PAST YEAR <input type="checkbox"/> NOT PREPREGNANT, BUT PREPREGNANT WITHIN 42 DAYS TO 1 YEAR BEFORE DEATH <input type="checkbox"/> NOT PREPREGNANT, BUT PREPREGNANT WITHIN 42 DAYS TO 1 YEAR BEFORE DEATH				60. IF EXTERNAL, TO WHAT EXTENT DID IT CONTRIBUTE TO CAUSE OF DEATH? <input type="checkbox"/> PRIMARY <input type="checkbox"/> CONTRIBUTING				61. IF MILITARY DEATH, SELECT MAIN CAUSE OF DEATH <input type="checkbox"/> ACCIDENT <input type="checkbox"/> NONCOMBAT <input type="checkbox"/> UNDETERMINED <input type="checkbox"/> PENDING				62. IF MILITARY DEATH, SELECT MAIN CAUSE OF DEATH <input type="checkbox"/> ACCIDENT <input type="checkbox"/> NONCOMBAT <input type="checkbox"/> UNDETERMINED <input type="checkbox"/> PENDING			
63. DAYS OF INJURY 43				64. TIME OF INJURY A.M.				65. PLACE OF INJURY (home, farm, factory, street, office, hotel, etc.) 44045 RIVERSIDE PARKWAY				66. CITY OR TOWN OF INJURY LEESBURG			
67. LOCATION OF INJURY (STREET ADDRESS (include house number, apt # or box no.)) 44045 RIVERSIDE PARKWAY				68. CITY OR TOWN OF INJURY LEESBURG				69. STATE VIRGINIA				70. ZIP CODE 20176			
71. IF TRANSPORTATION INCIDENT, SPECIFY <input type="checkbox"/> DRIVER/OPERATOR <input type="checkbox"/> PASSENGER <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> OTHER (SPECIFY)				72. DISCUSS HOW INJURY RELATING TO DEATH OCCURRED				73. SIGNATURE OF PERSON COMPLETING THE CAUSE OF DEATH /S/ IGNACIO MENDIGUREN				74. TITLE <input checked="" type="checkbox"/> MEDICAL DOCTOR <input type="checkbox"/> PHYSICIAN ASSISTANT <input type="checkbox"/> DOCTOR OF OSTEOPATHY (D.O.) <input type="checkbox"/> NURSE PRACTITIONER <input type="checkbox"/> OTHER			
75. NAME OF PERSON PROVIDING THE MEDICAL CERTIFICATION OF DEATH IGNACIO MENDIGUREN				76. ADDRESS OF PERSON PROVIDING THE MEDICAL CERTIFICATION OF DEATH 44045 RIVERSIDE PARKWAY LEESBURG VIRGINIA 20176				77. DATE SIGNED SEPTEMBER 9, 2022				78. MEDICAL LICENSE NO. 0181044605			
79. ARE YOU A DESIGNER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				80. IF YES, PLEASE PROVIDE THE NAME OF AUTHORIZING OR ASSISTANT PHYSICIAN				81. ADDRESS OF AUTHORIZING PHYSICIAN				82. SIGNATURE OF AUTHORIZING PHYSICIAN			



This is to certify that this is a true and correct reproduction or abstract of the official record filed with the Virginia Department of Health, Richmond, Virginia.
DATE ISSUED **September 12, 2022**
Jenet M. Rainey, State Registrar

Do not accept unless on security paper with the seal of Virginia Department of Health, Vital Statistics in the lower left hand corner.
Section 32.1-272, Code of Virginia, as amended.

V8 16C

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

Exhibit B

Copy of Joint Will

**MUTUAL AND CONJOINT WILL
OF
Raymond Virgil Utterback and Annie Loraine Utterback**

We, the undersigned, Raymond Virgil Utterback and Annie Loraine Utterback, husband and wife, of Craig County, Oklahoma, being of sound and disposing mind and memory and desiring to make proper provision for the distribution of the property of which we may die seized and possessed do hereby declare and publish this mutual and conjoint will as the last will and testament of each of the undersigned testators hereby revoking any and all wills by either of us at any time heretofore made.

ARTICLE I

Upon the death of either of us, the debts, and funeral expenses of each of the deceased shall first be paid out of the property belonging to the estate of said decedent. We direct that all estate and inheritance taxes be paid out of our respective estates by the personal representative. We specifically provide that any and all estate taxes due and owing by our estate shall not be apportioned among the recipients of any of our estate property, but rather that said estate taxes shall be borne and paid out of the residue of our estate as opposed to any specific bequests that may be contained herein.

ARTICLE II

In case either of the undersigned testators shall survive the other, then upon the death of that one of the testators who shall first pass away, said testator does hereby give, devise, and bequeath to the survivor all property, real, personal or mixed, whether vested or contingent and regardless of where the same may be situate, of which the deceased may die seized and possessed, and appoints the survivor as personal representative of the estate of the deceased and directs that the survivor be permitted to act in said capacity without bond.

ARTICLE III

In case of common disaster to the undersigned testators causing the death of each of us, then and in that event, we jointly and severally give, devise and bequeath all of our property, real, personal or mixed, whether vested or contingent, and regardless of where the same may be situate to Deborah Thompson, Sandra Sadaka, Raymond Utterback Jr., David Utterback, Timothy Utterback, Tamela Staubs, Ronald Heltzel and Patricia Mawyer, an undivided 1/8th interest each, share and share alike.

ARTICLE IV

In case of the death of both of us by common disaster, then we hereby appoint Tamela Staubs as personal representative of this our Last Will and Testament and direct that she be permitted to serve in said capacity without bond.

ARTICLE V

We hereby give unto our personal representative herein named the full power and authority to sell at such time or times as she shall deem best at public or private sale, and without order of any Court, any property, real or personal, belonging to our said estate, and to exercise all powers of a personal representative without application to any Court.

ARTICLE VI

If any legatee, devisee or beneficiary under this Will, or any person claiming under or through any devisee, legatee or beneficiary, or any other person who would be entitled to share in my estate through intestate succession, shall, in any manner whatsoever, directly or indirectly contest this Will, or attack, oppose or in any manner seek to impair or invalidate any provision thereof, or shall in any manner whatsoever conspire or cooperate with any person or persons attempting to do any of the acts or things aforesaid, or shall acquiesce in or fail to oppose such proceedings, then in each of the above mentioned cases, we hereby bequeath to such person or persons the sum of One Dollar (\$1.00) only, and all other bequests, devisees and interest in this Will given to such person or persons shall be forfeited and shall be distributed pro rata among such of my devisees, legatees and beneficiaries as shall not in any manner have participated in and as shall have opposed such acts and proceedings.

ARTICLE VII

In case either of the undersigned testators shall survive the other and makes no later will, then and in that event, upon the death of the survivor the estate of the survivor shall pass under and according to the terms and provisions of Articles I, III, IV, V and VI of this our Last Will and Testament.

IN WITNESS WHEREOF, we have hereunto at the end hereof subscribed our names in the presence of Raymond Virgil Utterback and Annie Loraine Utterback to each of whom at the time we declared this writing to be our mutual and conjoint last will and testament and each of whom at the request of each of us and the presence of both of us and in the presence of each other has subscribed his name hereto as an attesting witness at Vinita, Oklahoma, on this 22 day of September, 2000.

Raymond Virgil Utterback
Raymond Virgil Utterback, Testator

Annie Loraine Utterback
Annie Loraine Utterback, Testatrix

On this 22 day of September, 2000, the foregoing instrument was subscribed properly and duly attested by Raymond Virgil Utterback and Annie Loraine Utterback as and for their mutual and conjoint last will and testament in our presence and in the presence of each of us and at the same time we, at their request, in their presence, and in the presence of each other hereto subscribe our names as attesting witnesses.

NAME:

Raymond Virgil Utterback
Annie Loraine Utterback

ADDRESS:

Vinita OK
Vinita OK

STATE OF OKLAHOMA, COUNTY OF CRAIG, ss:

Before me, the undersigned notary public, on this day personally appeared Raymond Virgil Utterback and Annie Loraine Utterback and Raymond Virgil Utterback and Annie Loraine Utterback, known to me to be the testators and witnesses, respectively, whose names are subscribed to the annexed and foregoing instrument in their respective capacities, and all of the said persons being by me first duly shown, the said Raymond Virgil Utterback and Annie Loraine Utterback, declared to me and to the said witnesses in my presence that said instrument is their last will and testament, and that they had willingly made and executed it as their free and voluntary act and deed for the purposes therein expressed; and the said witnesses, each on his oath stated to me in the presence and hearing of the said testators, that the said testators had declared to them that said instrument is their last will and testament and that they executed the same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said testators and at their request and that said testators at the time were eighteen years of age or over and were of sound mind.

Raymond Virgil Utterback
Raymond Virgil Utterback, Testator

Annie Loraine Utterback
Annie Loraine Utterback, Testatrix

Raymond Virgil Utterback
Witness

Annie Loraine Utterback
Witness

Subscribed and acknowledged before me by the said Raymond Virgil Utterback and Annie Loraine Utterback testators, and subscribed and sworn before me by Raymond Virgil Utterback and Annie Loraine Utterback the witnesses, this 22 day of September, 2000.

Page 2 of the Mutual and Conjoint Will
of Raymond Virgil Utterback and Annie Loraine Utterback.

Joe Gorton



Theresa L. Brantley
Notary Public

My Commission expires:
February 18, 2002
data\will\Utterback Raymond & Annie Low

RL

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Russell Burgess

Department or Organization: Information Technology/GIS Addressing

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **December 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Review and Approval of Revisions to the E911 Addressing Ordinance**

Please provide the County Commission with a description of your request or presentation, including any background information:

- **This is a review of the revisions to the E911 Addressing Ordinance to be updated.**

Is this a funding request? Y/N No

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

- **Motion to approve the revisions to the E911 Addressing Ordinance as noted in the attached document.**

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information: Russell Burgess

Email address: rburgess@jeffersoncountywv.org

Phone Number: (304) 728-5605

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

THE COUNTY COMMISSION OF JEFFERSON COUNTY, WV

JOHN NISSEL, COUNTY ADMINISTRATOR
P.O. BOX 250, 124 E. WASHINGTON STREET, CHARLES TOWN, WV 25414
PHONE: 304/728-3284 • FAX: 304/725-7916



JEFFERSON COUNTY WEST VIRGINIA

E9-1-1 ADDRESSING ORDINANCE

**AN ORDINANCE TO PROVIDE ASSIGNMENT OF NAMES TO
STREETS AND ROADWAYS AND IMPLEMENTATION AND
MAINTENANCE OF THE POSTING OF STREET SIGNS AND
BUILDING NUMBERS IN JEFFERSON COUNTY, WEST VIRGINIA**

In order to uniformly assign and maintain street addresses and provide for easy identification of those numbers for various purposes and to promote the health, safety and welfare of the citizens of the County of Jefferson, the County enacts its E9-1-1 Addressing Ordinance as follows:

WHEREAS, pursuant to W.V. Code § 7-1-3ii, § 24-6-5, and § 24-6-6, the Jefferson County Commission has the authority to provide for the elimination of hazards to public health and safety; to establish and regulate the naming or renaming of roads, ways, streets, avenues, drives and the like, in cooperation with local postal authorities, the division of highways and the directors of county emergency communications centers; and to assure uniform, non-duplicative conversion of all rural routes to city-type addressing on a permanent basis; and,

WHEREAS, the establishment of an Enhanced 9-1-1 Emergency Telephone System in Jefferson County has been approved and implemented by the Jefferson County Commission; and,

WHEREAS, the establishment of such system requires the assignment of names to all streets and roads in the county, the assignment of building numbers to all buildings having telephones and/or occupancies, and the erection of appropriate street signs at intersections; and,

WHEREAS, a professional consultant experienced in comprehensive addressing has been employed to map streets and roads in Jefferson County and to assign building numbers to buildings in Jefferson County,

NOW, THEREFORE, BE IT ORDAINED this 25th day of April, 2002 by the Jefferson County Commission of Jefferson County, West Virginia, Ordinance Number 01-2002

Section 1: AUTHORIZATIONS

Section 1.1 The provisions of this Ordinance shall be applicable in all unincorporated areas of Jefferson County. The incorporated cities of Charles Town, Ranson, Harpers Ferry, Bolivar, and Shepherdstown shall have the option to adopt this Ordinance by each respective City and Town Council.

Section 1.2 The Jefferson County Addressing Coordinator, or their duly authorized agent, is hereby authorized to assign names to any public or private road or street in the County which provides access to three or more occupied buildings defined as an "Addressable Structure" in this Ordinance. At any time that three or more addressable structures exist or are in the process of being constructed on a right-of-way, a road name shall be applied.

Section 1.2.1 The Jefferson County Addressing Coordinator, or their duly authorized agent, is hereby authorized to approve, assign or change a name to any

street, road or subdivision in the County, as defined in the Jefferson County Subdivision Ordinance, in order to eliminate duplicate or confusingly similar names. The Jefferson County GIS/Addressing Office, or the duly authorized agent, shall have the authority to refuse registration of any name that is already in use, confusingly similar to a name already registered, deemed confusing for purposes of emergency response, or deemed inappropriate by the Jefferson County GIS/Addressing Office.

Section 1.3 The Jefferson County Addressing Coordinator, or their duly authorized agent, is hereby authorized to negotiate with residents along streets or roads bearing duplicate or confusingly similar names in the County and to change the names of such roads or streets to eliminate such duplication or confusing similarity.

Section 1.4 The Jefferson County Addressing Coordinator, or their duly authorized agent, is hereby authorized to direct the placement of street signs at intersections within the County. The initial costs of such signs and installation were funded by the Jefferson County Commission for all unincorporated areas of Jefferson County only during the countywide readdressing project which ended August 2008. All sign installation, relocation or repair costs for newly created or impacted roads after the date of the third ordinance amendment, January 14th, 2010, shall be borne by the owner, resident or land development (subdivision) applicant creating the road name.

Section 1.5 The “Jefferson County Road Name Index” shall be adopted by the County Commission and filed and maintained in the Jefferson County GIS/Addressing Office. This listing shall be the official listing of names for streets and roads in Jefferson County and such streets and roads are hereby assigned the names listed therein. As used in the Ordinance, the terms “street” and “road” shall have the same meaning and shall also include but not be limited to avenues, boulevards, highways, lanes, ways, and similar street types.

Section 1.5.1 The Subdivision Name list shall be adopted by the County Commission and filed and maintained in the Jefferson County GIS/Addressing Office. This listing shall be the official listing of names for subdivisions in Jefferson County and such subdivision are hereby assigned the names listed therein.

Section 1.5.2 The Jefferson County Addressing Coordinator, or their duly authorized agent, shall review all requests for new subdivision names within thirty (30) days of receipt in the Jefferson County GIS/Addressing Office. The Jefferson County Addressing Coordinator, or their duly authorized agent, shall provide approval or rejection for subdivision names within thirty (30) days of receipt of the request.

- Section 1.6 In applying the guidelines specified herein, the Jefferson County Addressing Coordinator shall have the authority to interpret this Ordinance to ensure a logical and efficient numbering and street addressing system.
- Section 1.7 Whenever the Jefferson County Addressing Coordinator, or their duly authorized agent, has reason to believe there has been or there exists a violation of this Ordinance, they shall give written notice of such violation to the person failing to comply and order the person to take corrective measures within thirty (30) days from date of notification. If such person(s) fail to comply with the duly issued order, the Jefferson County Addressing Coordinator, or their agent, shall initiate necessary actions to terminate the violation through criminal or civil measures. If after receiving actual written notice a violator fails to correct the issue and the Coordinator must take legal action, the violator shall be required to pay the costs of said proceedings, including but not limited to, reasonable attorney's fees.

Section 2 DEFINITIONS AS USED IN THIS ORDINANCE

- Section 2.1 For the purpose of this Ordinance, the following terms, phrases, works and their derivations shall have the meaning that is provided in the National Emergency Number Association (NENA) Standard Guidelines as referenced by the United States Postal Service, unless the context clearly indicates otherwise.
- Section 2.2 "Address number" shall mean the number assigned to consecutive intervals along a street or road pursuant to the Number Assignment Formula contained herein. Numbers are always whole. "Half" numbers are not valid, i.e. *515 ½ Example Street*
- Section 2.2.1 "Physical Location Address" is defined as the full address designation of a structure based upon its physical location. It comprises a Primary Address Number, Street Name, Street Suffix, Directional Prefixes or Suffixes (if applicable), Sub-Address (if applicable), and Postal Community (zip code), i.e. *123 South Example Street, Unit 100, Ranson, WV 25438*.
- Section 2.2.2 "Primary Address Number" is defined as the principal address number of a structure preceding the Street Name in its full address designation, i.e. "*123*" Example Street. Each separate structure shall have its own separate and unique primary address number. Separate primary address numbers may be provided for units comprising a complete, contiguous structure, (i.e. townhomes or duplexes that span multiple parcels/lots, commercial centers or retail complexes, in-law suites, or similar types) provided a separate ground-level external main entrance to each separate unit exists. Units which share a common ground level entrance shall be assigned a

sub-address as defined in the following section.

Section 2.2.3 “Sub-Address” is defined as a number or letter within the main address of a structure for a unit, suite, apartment, or room number following the Street Name in its full address designation, i.e. 123 Example Street, “*Apartment 202*”, “*Unit 100*” or “*Suite 105.*” Structures that are sublet or

divided into multiple, distinct units shall share a common primary address but distinguish themselves by a unit, apartment or suite sub-address. Sub-Addresses must be Alpha ("*Unit A*") or Numeric ("*Suite 105*"), but cannot be a combination of both, i.e. ("*Apartment 202A*," "*Unit 100-B*", and "*Suite A-2*"). Sub-Addresses will replace any invalid "half" address number. Sub-Addresses are not necessary for townhomes, duplexes, or similar types of dwelling units that span multiple parcels or lots provided each unit has an individual exterior ground level entrance and does not share an entrance with another sub-unit.

Section 2.3 The term "Road" or "Street" shall mean any public or private thoroughfare used for vehicular traffic and/or any easement or right-of-way that provides sole and legally permitted access to more than two parcels or lots. Private driveways, not providing legal access to three or more addressable structures, shall not be named.

Section 2.3.1 "Street Suffix" is the suffix of the road or street and the only suffixes eligible for use shall be those listed on the "Jefferson County Street Suffix Definitions" document maintained in the Jefferson County GIS/Addressing Office.

Section 2.3.2 "Postal Community" is defined as a United States Postal Service (USPS) Zip Code that provides rural delivery. Access to the structure within such a USPS Zip Code will determine the "Town" portion of the physical location address, not municipal boundaries, unincorporated villages or even State jurisdiction, i.e. *123 South Example Street, Unit 100, Ranson, WV 25438*.

If a property is accessed from a road entrance located in a Virginia zip code, that structure will have a Virginia physical location address. In such case, the Tax Map and Tax records will verify Jefferson County and West Virginia jurisdiction or citizenship.

Section 2.4 The "Number Assignment Formula" as found herein is defined as follows:

Beginning from the road's point of origin a structure number shall be assigned for each interval, with each interval on the right side of the roadway as one leaves the point of origin being assigned an even number, and each interval on the left side as one leaves the point of origin being assigned an odd number. Left and right shall be determined from the perspective of a traveler moving away from the road point of origin in a forward motion. The southern and western intersection or entry point of each road will be the point of origin. Any road not having an intersecting road along its length, also known as a dead end road, shall be assigned the point of origin at the entry point of the road. Address numbers must be sequential relative to neighboring address numbers on both sides of the road.

- Section 2.5 An “Interval” is defined as the distance along a roadway of 5.28 feet, there being 1000 intervals per mile (5,280 feet).
- Section 2.6 “Point of Origin” shall mean that end point of a road, which is the starting point for a numbering sequence.
- Section 2.7 As used herein, “Primary Structure” shall include but not be limited to a residential building, mobile home park, commercial building, industrial building, office building, public building, utility, or communications tower.
- Section 2.7.1 “Addressable Structure” is defined as any place a person would “live”, “work”, “worship” or “play”. The structure must be permitted, permanently anchored, and in compliance with all applicable impact fee, building code, subdivision, and/or zoning regulations. An address is designed to identify a structure, which is primarily intended to have regular human occupancy, in the event of an emergency. An address is not designed to get mail or deliveries at otherwise predominantly vacant properties. Should the Addressing Coordinator determine that an application for a physical address is being made solely for deliveries, it can be denied.
- Section 2.7.2 It shall be the responsibility of the Addressing Coordinator to interpret this definition in accordance to the stipulations of this Ordinance and the Jefferson County Addressable/Non- Addressable Structure Guide.
- Section 2.8 “Display” as used herein is the manner in which the numbers are affixed to a structure or otherwise displayed when affixing to a structure.
- Section 2.9 “Non-Compliance” is any failure to comply with the provisions of this Ordinance including, but not limited to, by way of example: a number out of sequence, odd or even number on wrong side of street, rural box numbers in a 9-1-1 address area, numbers improperly affixed, numbers illegible, numbers unclear, numbers obstructed, numbers not visible, numbers not present, numbers of improper size, numbers not in contrast with immediate background, weatherworn numbers, wrong numbers, non-approved numbers, illegal or non-approved road signs, or illegal attachments to road signs.
- Section 2.10 “Occupant” is any person, firm, entity, partnership, trust, corporation, association, or other organization that is occupying or leasing a building or other property for a period exceeding thirty (30) days.
- Section 2.11 “Owner” is any and all persons, firms, entities, partnerships, trusts, corporation, associations, or other organizations that own the fee title to, or have an undivided interest in, any building or property, which is subject to the provisions of this Ordinance.

- Section 2.12 “Addressing Office”, “GIS Office”, or “Geographic Information Systems” is the County-staffed office responsible for managing and maintaining the responsibilities for addressing, road naming and mapping in Jefferson County. The Addressing Coordinator will work within the confines of this office or department.
- Section 2.13 “Access” is the primary entry point onto the property and into the structure. Access may be the driveway or a direct, perpendicular line from the front door to the street. It shall be the responsibility of the Addressing Coordinator to determine the appropriateness in any instance. The access point on the road determines the address number according to the Number Assignment Formula.

Section 3 STRUCTURE AND LOCATION NUMBERING AND DISPLAY

- Section 3.1 Whenever any house, building, or addressable structure shall be erected or located after the initial establishment of the uniform numbering system as provided herein, it shall be the duty of the property owners to procure the correct number or numbers for the property and to affix these numbers to the building in accordance to this Ordinance. The owner shall place or cause to be placed upon each house or building controlled by them the number or numbers assigned under the uniform number system within thirty (30) days of notification of the assigned address. The cost of posting the address shall be the responsibility of the property owner.
- Section 3.1.1 Any structure situated on a “corner lot” and having roads along two sides of the structure may have two possible access points. Consequently, that structure may be addressed from the street facing the primary entry to the center of the structure, or from where the driveway leading to the structure intersects the right-of-way, whichever is more appropriate. It shall be the responsibility of the Addressing Coordinator to determine the appropriateness in this instance.
- Section 3.2 An application for a building permit for a new addressable structure shall be considered an application for an address assignment. The Jefferson County Engineering Department shall coordinate with the Jefferson County GIS/Addressing Office for the assignment of addresses. No address shall be assigned until the building permit has been issued. The address shall be issued no later than thirty (30) days following identification of address and shall be installed on the structure prior to final inspection from the Jefferson County Engineering Department.

- Section 3.2.1 Per inspection requirement for building permits, an occupancy permit for any structure erected or repaired shall be withheld until the permanent and proper address numbers have been affixed to such structure in accordance with the requirements of this Ordinance.
- Section 3.2.2 If a previously addressed structure is demolished or burned down, that address will be removed until a building permit for a new structure has been issued. The old address does not automatically transfer to the new structure. Any replacement structure is subject to the Number Assignment Formula based on current access to a named road.
- Section 3.2.3 If a landowner reconfigures their driveway, access easement, private road or significantly alters the access point location, the address number shall be changed per the Number Assignment Formula and Interval.
- Section 3.2.4 The combination of such an address number, the road or street name, applicable sub addresses, and the postal community shall be the official address of such primary structure. The U.S. Post Office has adopted the physical addressing system implemented by the County. A resident may not use an alternate address for rural delivery mail that is different from their officially assigned physical address.
- Section 3.3 Display of Number – Residential Structure – Each primary structure shall display the number of the address assigned to it. The street number for residences shall be in accordance with The International Residential Code (IRC) Section R319.1; Site Address Code. The numbers shall be in Arabic numerals at least four (4) inches in height, and of a durable and clearly visible material. The numbers shall be placed on, above, or at the side of the main entrance so the number is clearly visible from the public right-of-way. Whenever a residence entrance is greater than fifty (50) feet from a public right of way, or not clearly visible from the public right-of-way, a number shall also be placed along a driveway, or property entrance, so that it is visible from both directions of travel. Address numbers are to be a contrasting color to the background on which they are mounted.
- Section 3.4 The owner or person in charge of any house, building, mobile home, or other structure to which a number has been assigned shall affix the number as outlined in this Ordinance within thirty (30) days after the receipt or notification of such number.
- Section 3.5 Display of Number – Commercial and Industrial Structure – Address numbers for commercial and industrial structures shall follow International Building Code (IBC) Section 501.2; Address Identification code regulations of at least four (4) inches in height. The number shall

be placed above or on the main entrance to the structure when possible. If such number is not clearly visible from the public right-of-way, the number shall be placed along a driveway or on a sign visible from the same. Address numbers are to be a contrasting color to the background on which they are mounted.

- Section 3.6 Display of Number – Apartments and Similar – The address number assigned to a single building number shall be displayed on each structure according to specifications in Section 3.5, Display of Number – Commercial and Industrial Structure. Numbers and/or letters for individual apartments or units within these complexes shall be displayed on, above, or to the side of the main doorway of each apartment or unit according to specifications in Section 3.3, Display of Number – Residential Structure.
- Section 3.6.1 Display of Number – Mobile Home Park and Similar – If applicable, the main address to the mobile home park must be posted at the entrance of the park according to specifications in Section 3.5, Display of Number – Commercial and Industrial Structure. In all cases, individual mobile homes must be posted according to the specifications in Section 3.3, Display of Number – Residential Structure.
- Section 3.8 All costs to individuals or households in complying with this section of the Ordinance shall be borne by that individual or household.
- Section 3.9 Effective with amendment #3, January 14th, 2010, all sub-address numbers assigned to a unit, suite, apartment, etc. shall follow the Jefferson County Addressing Model Guidelines.
- Section 3.10 Temporary addresses will be available only for construction trailer offices and for similar purposes. Anyone desiring a temporary address shall execute an agreement with the GIS/Addressing Office that acknowledges that the address being provided is a temporary address to be used for not more than one year from the date of issuance. Temporary addresses cannot be relocated, reassigned, re-accessed or made permanent at the discretion of anyone other than the Addressing Coordinator or their duly authorized agent.

To obtain a temporary address, the applicant shall provide a small area map which contains the location of the temporary addressable structure, the nature of the structure and the vehicular path by which one accesses the temporary structure from the closest named road.

Section 4 ROAD AND SUBDIVISION NAMING

- Section 4.1 The “Jefferson County Road Name Index” shall be the official listing of names for streets and roads in Jefferson County. The Jefferson County

Addressing Coordinator, or his/her duly authorized agent, is hereby authorized to assign names to roads.

- Section 4.1.1 Road names listed as “reserved” on the “Jefferson County Road Name Index” shall be held in reserve status for no longer than five years from the date the road name was approved and placed into reserve. After such time, the GIS/Addressing Office will review the project status for the purpose of identifying road names for removal from or retention in the official Road Name Index.
- Section 4.2 No street within the County, currently shown on a recorded deed, subdivision plat or assigned to a new subdivision plat, shall be considered official until such name is registered with the Jefferson County GIS/Addressing Office, approved, and added to the Jefferson County Road Name Index.
- Section 4.2.1 The Jefferson County GIS/Addressing Office, or the duly authorized agent, shall have final authority exclusive in the area of road naming within the entire County in order to ensure that road names are not duplicated or confusingly similar to a name already registered, deemed confusing for purposes of emergency response, or deemed inappropriate by the Jefferson County GIS/Addressing Office.
- Section 4.2.2 The Jefferson County Addressing Coordinator or their duly authorized agent, shall review all requests for new road names within thirty (30) days of receipt in the Jefferson County GIS/Addressing Office. In accordance with the Jefferson County Road Naming Petition, The Jefferson County Addressing Coordinator or their duly authorized agent shall provide approval or rejection for road names, within thirty (30) days from receipt of the request.
- Section 4.3 Road names shall not duplicate road names already assigned, regardless of road name prefixes or suffixes, except for roads located within different corporations and grandfathered into the road network and approved by the County Commission as inclusion in the Road Name Index at the time the Road Name Index was first approved by the County Commission on February 23, 2003. The four cardinal points of the compass may be used as a prefix, but not a suffix, to designate portions of a continuous street.
- Section 4.3.1 All named roads must intersect and have defined connections to another named roadway within the road network.
- Section 4.3.2 A “court” shall be considered a road ending in a dead-end, such as a cul-de-sac, and cannot have any other roadway along its length except for the road that the court originally intersects.

- Section 4.4 Identical or confusingly similar road names shall not be differentiated by changing the road name suffix. (i.e., Birch Street and Birch Avenue) nor by adding a cardinal point suffix (i.e., Example Street and Example Street North).
- Section 4.5 A road shall have only one name throughout its entire length unless approved as an exception by the County Commission. A road name can only change names at defined intersections where a traffic control device exists, such as at an intersection controlled by a stop light or stop signs. An example of this is a 4-way stop sign controlled intersection. The Jefferson County Addressing Coordinator, or their duly authorized agent, shall have the authority to interpret and apply as appropriate.
- Section 4.5.1 Wherever possible, a road name shall continue directly straight across at any intersection and not turn right or left on a different path or direction as it approaches the intersection. Road names that are disconnected or not continuous in a direct and straight forward path, but rather turn at intersections are opportunities for confusion when travelling along the road.
- Section 4.5.2 The third addressable structure built on a right-of-way not otherwise named causes the right-of-way to be named. The GIS/Addressing Office shall coordinate and oversee the naming of the right-of-way. The owners of any parcels legally accessing a recorded right-of-way required to be named have the naming rights of the right-of-way, as do the owners of any parcel the recorded right-of-way traverses. The GIS/Addressing Office shall provide road name petitions to all owners of parcels affected by the road name change and shall provide a specific timeframe for response. Through majority vote and within the stipulated timeframe per the petition, the owners of parcels affected by the road name change shall agree upon a road name and submit the road name for approval. All unique property owners shall have only one (1) vote regardless of how many lots are owned along the road. The County requires proof, by official County petition form, that all parties involved have a part in the petition process. If agreement of a road name does not occur within the stipulated timeframe, the County shall have the authority to name the road.
- Section 4.6 Any change to an existing, official road name in the unincorporated parts of the County must be initiated by a petition requesting the change in name and signed by owners of eighty percent (80%) of the parcels on the street whose name is proposed to be changed. The petition to change shall be filed with and reviewed by the Jefferson County GIS/Addressing Office. Such petition should not be filed until the Jefferson County Addressing Coordinator, or their duly authorized agent, confirms the availability of the proposed name, but not later than thirty (30) days following such confirmation.

Documentation such as a tax bill or deed, showing the ownership of each signatory to the petition must accompany the petition at the time of filing.

A non-refundable deposit in the amount of Two Hundred Fifty Dollars (\$250.00) shall accompany the petition. Upon approval of the name change, the petitioner shall be obligated to make payment to the County for the actual costs incurred by the name change, including the total costs for all road signs affected by the name change.

Residents along the affected road or street shall be responsible for advising the United States Postal Service of such road or street name change.

Section 4.7 Subdivision name approval is required for all “conventional” subdivision projects as defined by the Jefferson County Subdivision Ordinance (Sec 20.202). Subdivision names are not required for “minor” subdivisions or family transfers as defined by the Subdivision Ordinance (Sec 20.201). The Jefferson County GIS/Addressing Office, or the duly authorized agent, shall have final authority exclusive in the area of subdivision naming within the entire County in order to ensure that subdivision names are not duplicated or confusingly similar to a name already registered, deemed confusing for purposes of emergency response, or deemed inappropriate by the Jefferson County GIS/Addressing Office.

Section 4.7.1 No subdivision name currently shown on a subdivision plat or land development application filed with the County shall be implemented by a subdivision owner or developer until such name has been registered with the Jefferson County GIS/Addressing Office, approved, and added to the Jefferson County Subdivision Name Index. The Jefferson County GIS/Addressing Office, or the duly authorized agent, shall have the authority to refuse registration of any name already in use, confusingly similar to a name already registered, deemed confusing for purposes of emergency response, or deemed inappropriate by the Jefferson County GIS/Addressing Office.

Section 4.7.2 The Jefferson County Addressing Coordinator or their duly authorized agent, shall review all requests for new subdivision names within thirty (30) days of receipt in the Jefferson County GIS/Addressing Office. The Jefferson County Addressing Coordinator or their duly authorized agent shall provide approval or rejection for subdivision names, within thirty (30) days from receipt of the request.

Section 5 STREET SIGNS

Section 5.1 All new street signs erected within Jefferson County shall be in conformance with the specifications of this section. Basic dimensions are

illustrated in the Jefferson County Subdivision Ordinance Standard Details. A typical street sign installation will designate two streets using four nameplates.

- Section 5.2 The owner of any subdivision or other development where a street sign is required shall erect or cause to be erected street signs in conformance with the standards of street sign specifications in this Ordinance. To ensure uniformity of street signs throughout Jefferson County, the signs shall be in conformance with the type, size, style, color, material, placement, and any other specifications mandated by the County Commission or its representatives. The owner of any subdivision, any property, or any other development where a street sign is required shall provide funds per the street sign fee schedule and the County will initiate the installation of the street sign(s). Any signs not in conformance to the specifications of this ordinance shall be removed and signs that are in conformance shall be erected, all at the expense of the owner or party responsible for the subdivision, property, or other development.
- Section 5.2.1 The owner of the newly built addressable structure or newly subdivided lot shall be responsible for any and all fees to install any and all signs on the newly named road and shall provide the funds to the County per the street sign fee schedule. The County will initiate the installation of the street sign(s). All signs shall conform to the Manual on Uniform Traffic Control Devices and to the specifications of this Ordinance. Any signs not in conformance to the specifications of this ordinance shall be removed and signs that are in conformance shall be erected, all at the expense of the owner or party responsible for the subdivision, property, or other development
- Section 5.2.2 Except as approved by the County Commission, no other object or sign of any type shall be attached, permanently or temporarily, to any road name signpost. At no time shall a stop sign be mounted to a road name signpost. All stop signs on state-maintained or private/subdivision roadways shall be individually mounted to their own post. Neither sign blades nor posts shall be altered in appearance or in installation location other than by the County.
- Section 5.2.3 Any sign displaying the name of a subdivision, property name, family name, or structure name (i.e. historic structure) shall not resemble a street name sign nor in any way be confused with a Jefferson County street sign. Any such sign shall not have in it any street name suffix. Any private signs that resemble road name signs, and thus could be confusing to emergency responders, must be removed upon request of the Jefferson County GIS/Addressing Office. Further, all signs must comply with all Jefferson County signage ordinance requirements.
- Section 5.3 Sign Specifications – State Maintained Roadway - All signs erected on a

roadway adopted by the West Virginia Department of Transportation, Division of Highways shall be in conformance with the West Virginia Department of Transportation, Division of Highways as defined in the "Standards for the Design and Installation of Road Name Signing" published March 1999 (Appendix A). All signs placed within Jefferson County shall be in conformance to the United States Department of Transportation, Federal Highway Administration rules as published in the current edition of the Manual of Uniform Traffic Control Devices however the State of West Virginia shall have the final authority as to the type and size of sign erected on their right-of-way.

For signs placed in conformance with the FHWA, all nameplates shall use aluminum sign blanks of .080 thickness, alloy to be 5052H38, degreased and etched, ready to accept pressure sensitive materials. Corners shall be radius and six mounting holes shall be punched prior to application of the reflective sheeting. The sheeting shall be 3M brand High Intensity Scotchlite applied using either the 3M silk screening process or the 3M ElectroCut (EC) method.

The sign size for a primary roadway shall be nine (9") inches high x 30", 36", 42", 48", or 54".

The sign size for a secondary roadway shall be six (6") inches high x 24", 30", 36", 42", or 48".

The sign color (reflective sheeting) shall consist of white lettering on a green background for any state-maintained roadway.

The letter size and type shall conform to the FHWA "Standard Alphabets for Highway Signs", Series C, uppercase. Should the road name not fit on the longest sign length, the Series shall be reduced to a "B" width. Should the road name still not fit on the longest sign length, the text height shall be reduced by ½" increments until the road name fits. Abbreviations may be used as a suitable alternative however the GIS/Addressing Office shall have final inspection and approval on signs that require a reduced letter size or abbreviation. The normal spacing between words shall be the width of the letter "H" in the same series and height used in the street name.

For a primary roadway, the standard text height of the road name shall be six (6") inches for the primary road as well as for those roads intersecting the primary roadway. The standard text height of the prefix and suffix shall be three (3") inches.

For a secondary roadway, the standard text height of the road name shall be four (4") inches for the secondary road as well as for those roads intersecting the secondary roadway. The standard text height of the prefix and suffix shall be two (2") inches.

Section 5.3.1 Sign Specifications – Private / Subdivision – All signs erected shall be in conformance to the United States Department of Transportation Federal Highway Administration current edition of the Manual on Uniform Traffic Control Devices. The County Commission shall have final authority for the size, style, and color of the sign to be erected.

All nameplates shall use aluminum sign blanks of .080 thickness, alloy to be 5052H38, degreased and etched, ready to accept pressure sensitive materials. Corners shall be radius and six mounting holes shall be punched prior to application of the reflective sheeting. The sheeting shall be 3M brand High Intensity Scotchlite applied using either the 3M silk screening process or the 3M ElectroCut (EC) method.

The sign size for a roadway intersecting a state-maintained primary roadway shall be nine (9") inches high x 30", 36", 42", 48", or 54".

The sign size for a roadway intersecting a state-maintained secondary roadway or intersecting another private/subdivision roadway shall be six (6") inches high x 24", 30", 36", 42", or 48".

The sign color (reflective sheeting) shall consist of white lettering on a brown background.

The letter size and type shall conform to the FHWA "Standard Alphabets for Highway Signs", Series C, uppercase. Should the road name not fit on the longest sign length, the Series shall be reduced to a "B" width. Should the road name still not fit on the longest sign length, the text height shall be reduced by ½" increments until the road name fits. Abbreviations may be used as a suitable alternative however the GIS/Addressing Office shall have final inspection and approval on signs that require a reduced letter size or abbreviation. The normal spacing between words shall be the width of the letter "H" in the same series and height used in the street name.

For a roadway intersecting with a primary roadway, the standard text height of the road name shall be six (6") inches for the roadway, as well as the intersecting primary roadway. The standard text height of the prefix and suffix shall be three (3") inches.

For a roadway intersecting with a secondary roadway or another private/subdivision roadway, the standard text height of the road name shall be four (4") inches for the roadway, as well as the intersecting secondary road and intersecting private/subdivision road. The standard text height of the prefix and suffix shall be two (2") inches.

Section 5.3.2 Sign Post Specifications – For both state-maintained and private/subdivision roadways, the nameplate signpost shall consist of an

upper signpost and a lower base post or anchor. The upper signpost shall be a two-inch by two-inch (2" x 2") square post ten (10') feet in length. The signpost can either be the QUIK PUNCH post or 4-hole post as manufactured by Allied Tube and Conduit. The initial sign project signposts shall be the 4-hole post specification.

The base post shall be a thirty-six (36") inch, 2 ¼" x 2 ¼" anchor, driven into the earth to a depth of at least thirty-two (32") inches. The base post shall not extend more than four (4") inches above grade.

The street name signs shall be fastened utilizing four aluminum pop-rivets, plastic washers and plastic sign spacers. One pop-rivet shall be fastened through each corner of each sign face, through the plastic sign spacer, then through the second (back to back) street name sign plate. Two 3/8" drive rivets and two plastic sign washers shall be utilized to fasten each street name sign to the 2" x 2" x 10' signpost. The signpost shall be fastened to the base post with one 3/8" drive rivet and one special corner bolt. The corner bolt shall be utilized to secure the signpost to the base post while the drive rivet is utilized to reduce vandalism. A pyramid rain cap shall be installed at the top of the signpost.

- Section 5.3.3 Sign Post Installation – On all roadways, all street name signs shall be located on diagonally opposite corners and mounted with their faces parallel to the streets they identify. Only the sufficient amount of street name signs is needed to properly identify the roadway. The GIS/Addressing Office shall have the authority to identify and cause installation of the proper amount of signs at a given intersection as deemed necessary.

For a roadway identified as a "dead end" roadway not having any other intersection with any other road, only the name of the "dead end" roadway shall have a sign installed.

Street name signs shall be located to assist the motorist in determining the street name while not blocking the view of motorists exiting onto the street from which they are traveling.

Where possible, the County or its contractor shall place signs within established rights-of-way. If a sign cannot be placed within a right-of-way due to general guidelines involving safety and line of sight, the County may place a sign on private property.

- Section 5.3.4 Sign blades must be clear of vegetation, debris or any other object that may obstruct its view from motorists. The County may, but is not required to, clear vegetation as necessary to ensure visibility of any road sign.

- Section 5.4 Signage which is damaged or destroyed shall be the responsibility of the
- Page 16 of 21

individual(s) causing such damage or destruction, whether by negligence or otherwise. The agency or individual(s) responsible for maintenance of the damaged sign shall have the authority to recover the costs of replacing the sign from the individual(s) causing such damage or destruction.

- Section 5.5 Any such person found to be responsible for damage or destruction of any road or street sign shall pay to the County all of the costs for such damage or destruction, including but not limited to, costs for sign removal and replacement. Failure to pay for damage or destruction may result in legal action against the responsible party for all costs, such as court costs and reasonable attorney fees.

Section 6 MAPS

- Section 6.1 All properties or parcels of land within Jefferson County shall hereafter be identified by reference to a uniform numbering system, as shown on maps maintained in the Jefferson County GIS/Addressing Office. The maps and explanatory matter thereon may be amended, modified, or changed at the direction of the Jefferson County Addressing Coordinator, or their duly authorized agent.
- Section 6.2 Mapping accuracy and consistency in the application of this ordinance is imperative for delivery of emergency services. As the Addressing Coordinator strives to improve such accuracy and consistency, they or the duly authorized agent, is authorized to correct any found errors or inconsistencies.

Section 7 APPEALS, AMENDMENT, CONFLICT WITH OTHER LAWS, VALIDITY

- Section 7.1 Any requests concerning road name changes, addressing complaints and/or general administration of this ordinance will first be directed to the Jefferson County Addressing Coordinator within thirty (30) days from the time of road name or address assignment. The Jefferson County Addressing Coordinator will review the requests or complaints and will make a decision pursuant to the terms of the Ordinance.
- Section 7.1.1 If the decision of the Jefferson County Addressing Coordinator does not satisfy the individuals' concern, they may appeal the decision to the Jefferson County Commission for final disposition; provided, however, that all such appeals must be filed in writing no later than 10 days after the decision. The Commission may, at its discretion, hear such appeals as oral argument or may rule based upon the written appeal. Only misinterpretation, misapplication of the ordinance, or staff error may be

appealed. All such appeals shall be decided on or before 30 days after the appeal is filed or heard, whichever is later.

- Section 7.2 Past decisions by the Addressing Coordinator do not set precedent for future determinations in mapping, addressing or administration of this ordinance.
- Section 7.3 Amendment - By legislative procedure, the Jefferson County Commission may, from time to time, amend, supplement or change the provisions of this Ordinance.
- Section 7.4 Conflict With Other Laws - Where the provisions of this Ordinance impose greater restrictions than those of any other ordinance or regulation, the provision of this Ordinance shall be controlling. Where the provision of any statute, other ordinance or regulation imposes greater restrictions than this Ordinance, the provisions of such statute, ordinance or regulations shall be controlling.
- Section 7.4.1 The Jefferson County GIS/Addressing Office will comply with all West Virginia state policies, statutes, and regulations regarding addressing, road naming, street signage, and dissemination of addressing data.
- Section 7.5 Validity – If any article, section, subsection, paragraph, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decisions shall not affect the validity of this Ordinance as a whole or any other part thereof.
- Section 7.6 Relationship between physical location address and tax map or legal Deed description – The physical location address is a label to identify an addressable structure or unit(s) within a structure. This address may function as a mailing address for onsite or rural delivery services. It does not legally designate a property, parcel or lot by itself. It may support the identity of a property in conjunction with the Tax District, Map and Parcel number of the lot as defined by the Jefferson County Assessor's Office. The legal description of a property shall be identified by the boundary description in the Deed first and then the Tax District, Map and Parcel number second. The physical location address of any structure on said lot is non-essential to the legal description. Where a physical location address exists in any legal document that does not match the correct physical location address, the GIS/Addressing Office can provide the correct address to the proper authority.
- Section 7.7 Cross References –
National Emergency Number Association (NENA) Standard Guidelines
International Building Code (IBC) 2012
adopted by Jefferson County 9/1/13

International Residential Code (IRC) 2009
adopted by Jefferson County 9/1/13
Standards for the Design and Installation of Road Name Signing
(March 1999 Appendix A).
Standard Alphabets for Highway Signs (FHWA)
Manual of Uniform Traffic Control Devices (USDOT, FHWA)
Jefferson County Subdivision Ordinance
*Jefferson County Addressable/Non-Addressable Structure Guide
*Jefferson County Addressing Model guidelines.
*Jefferson County Street Suffix Definitions
*Jefferson County Road Name Index
*Jefferson County Road Naming Petition
*Jefferson County Subdivision Name Index
* maintained as policy documents in the Jefferson County
GIS/Addressing Office

Section 8 CRIMINAL PENALTIES

Section 8.1 It is unlawful for any person to violate this Ordinance. When it appears that a violation of this Ordinance has occurred, the responsible party shall be notified by means of a written Violation Notice. The Violation Notice shall specify the nature of the violation and shall request that the violation be terminated within 30 days from the date appearing on the notice. After thirty (30) days of non-compliance from the time of written notification, the violation of any section of this Ordinance shall be deemed a misdemeanor punishable by a fine of not to exceed five hundred dollars (\$500.00). Each day a violation continues shall constitute a separate offense. The criminal violation is in addition to any civil remedy available to enforce compliance with the Ordinance.

Section 9 ADOPTION AND SIGNATURES

Section 9.1 This Ordinance shall be effective July 1, 2002.

Adopted the 25th day of April, 2002.

Amended on the 12th day of December, 2002.

Amended on the 24th day of July, 2003.

Amended on the 14th day of January, 2010.

Amended on the 19th day of May, 2016.

Amended on the _____ day of _____, _____.

JEFFERSON COUNTY COMMISSION

Amended this _____ day of _____, _____.

BY: _____
President of the Commission

ATTEST: _____

This document supersedes Book 1175
Page 571, originally recorded 6/27/2016.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Russell Burgess

Department or Organization: Information Technology

Estimation of amount of time needed for appointment: 20 minutes

Date Requested – 1st Choice: **December 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **-Funding for County Ambulances Equipment Required for Operations**

Please provide the County Commission with a description of your request or presentation, including any background information:

- Review funding for County Ambulances Required for Operations in the amount of \$197,941.99

Is this a funding request? Y/N Yes

If so, how much? \$197,941.99

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

- Review funding for County Ambulances Required for Operations in the amount of \$197,941.99

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information: Russell Burgess – Information Technology

Email address: rburgess@jeffersoncountywv.org Phone Number: (304) 728-5605

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



Estimate

Estimate# 865-024494

RCN Technologies

200 Jennings Ave.
Knoxville, Tennessee, 37917
865-293-0350

Bill To

Jefferson County Emergency Services Agency

419 16th Avenue
Ranson, WV, 25438

Estimate Date : 10/14/2022

Sales person : Sam Miller

Terms : Net15

Ship To

419 16th Avenue
Ranson, WV, 25438

#	Item & Description	Qty	Rate	Amount
1	1-YR NetCloud Mobile Essentials Package with IBR900-1200M-B-NPS, SKU : MA1-0900120B-NNA 1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	16.00 Each	887.99	14,207.84
2	AG95 5-Lead 2xCELL 2xWiFi GPS-BB SKU : AG95-BB-2CG2W AG95 Low Profile Series Mobility 5-Lead MIMO 2 x Cellular 3G 4G 5G CBRS / GPS GNSS / MIMO 2 x WiFi Dual Band - Bolt Mount Antenna w /15ft Coax Cables - Black	16.00 Each	275.00	4,400.00
Items in Total 32.00			Sub Total	18,607.84
			Shipping charge	95.00
			Total	\$18,702.84

Notes

Please Remit To:
RCN Technologies -C/O U.S. Bank TFM Lockbox
PO Box 860573
Minneapolis, MN 55486-0573
Reference: RCN A/C 221414000

Looking forward to working with you in the future. Have a great day!

Terms & Conditions

Print Name _____

Title: _____ Date : _____

You can #ExpectMore from RCN Technologies

- Payment Due Net 15 from the ship date for all goods.
- A Service fee of 3.5% of the subtotal payment will be added to all credit card transactions. Payment can be made via check or ACH with no fee.
- Orders containing Installation or other services may be billed separately.
- An executed estimate by an authorized signatory will result in a binding purchase order.

- Items must be returned within 30 days
- Customer is responsible for a 20% restocking fee
- All services and shipping fees are non-refundable

Return Policy:

<http://rcntechnologies.com/returns/>

Authorized Signature _____

Print Name: _____

Title: _____ Date : _____

You can #ExpectMore from RCN Technologies

Executive Emergency Lighting LLC
 21 Southpaw Lane
 Shepherdstown, WV 25443 US
 540-295-1099
 raymuth.eel@gmail.com
 emergencylightingllc.com

Estimate



ADDRESS

Tek Advisors LLC
 219 South Duke Street
 Shepherdstown,, West Virginia
 25443

SHIP TO

Tek Advisors LLC
 219 South Duke Street
 Shepherdstown,, West Virginia
 25443

ESTIMATE #	DATE
	11/15/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/14/2022	Labor	Install Customer Furnished Cradle point Mobile Routers an Antennas on the Following Ambulances: A1 A1-2 A2 A2-1 A3 A4 A4-1 A5-1 A7 Ambulance to be Determined Labor is Based on per unit at 5 hours each.	50	97.00	4,850.00
11/14/2022	Labor	Install Customer Furnished Cradle point Mobile Routers an Antennas on the Following Chase/Utility Vehicles: EMS-11-3 EMS-11-4 EMS- 11-5 EMS-11-6 Car 11 TXP 11 Labor is Based on per unit at 3.5 hours each.	21	97.00	2,037.00
11/14/2022	Labor	Remove and replace computer dock with new computer dock provided by customer. Install any new mounts/hardware provided. Install new power supply provided and wire into the vehicles electrical system fusing accordingly. Labor is based on a per unit basis at 3.25 hours each.	52	97.00	5,044.00
11/14/2022	Shop & Office Fees	All associated wire, loom, connectors,	1	1,193.10	1,193.10

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		wire ties, fuses, fuse holders, sealant and hardware and any other miscellaneous materials needed to install all the above listed Antenna's, Cradle Points, computer docks and power supplies in all listed vehicles.			

Thank you for the opportunity to work on your units. This is an all-encompassing quote to install customer supplied Cradle Point Mobile Routers, Antennas, Computer Docks and their power supplies to all customer provided vehicles.

SUBTOTAL	13,124.10
TAX	0.00
TOTAL	\$13,124.10

Accepted By

Accepted Date

RUGGED NOTEBOOKS

General Information

Quote Number	00015908	Created Date	11/21/2022
		Expiration Date	12/21/2022

Contact Information

Prepared By	Michael Winton	Contact Name	Tom Reilly
Phone	949-346-3493	Phone	(304) 261-1438
Email	michael.winton@ruggednotebooks.com	Email	treilly@tek-advisors.com
Fax	218-259-6615		

Address Information

Bill To Name	Jefferson County WV Emergency Services Agency	Ship To Name	Jefferson County WV Emergency Services Agency
Bill To	419 16th Avenue Ranson, WV 25438	Ship To	419 16th Avenue Ranson, WV 25438

Quote Line Items

Product	Description	Sales Price	Quantity	Total Price
SYN-V110-00577	GETAC : V110 G6 i5-10210U, Windows Hello Webcam, W 10 Pro x64 16GB RAM, 256GB PCIe SSD SR (HD LCD Tchsreen stylus), US KBD + US PC, mbrn Backlit KBD, WIFI + BT, USB Type-A x 2 + USB Type-C x 1 + SCrd, Dual batteries, TouchPad 3yb2b	\$2,900.00	12.00	\$34,800.00
Shipping	SERVICE: Processing, Shipping, Insurance - Ground	\$425.00	1.00	\$425.00

Totals

Discount	0.00%
Total Price	\$35,225.00
Tax	\$0.00
Grand Total	\$35,225.00

Unless credit terms are established, Rugged Notebooks accepts all major credit cards as form of payment. Rugged Notebooks verifies the identity of cardholders prior to processing a credit card payment. To prevent delays, if the shipping address differs from the bill-to address listed on your credit card, ensure that your shipping address is on-file with your credit card issuing bank. Credit Cards accepted for US and Canada shipments ONLY.

Our Value Proposition to You

- **Getac & Panasonic Authorized TP3 channel Partner with 15+ years in rugged portable computing industry**
- **Full service and parts department with trained in-house repair technicians**
- **Panasonic Toughbooks Trade-in & Buy Back Program on purchased or leased units from RuggedNotebooks.com & ToughbookDepot.com, (may receive Up to 20% on refurbished and up to 40% on new Toughbooks) based on original invoiced price**
- **1, 2 and 3 year extended warranty plans on all our refurbished models with a replacement service option (Refer to terms and conditions on our website at www.ruggednotebooks.com)**
- **Life time technical support**

RUGGED NOTEBOOKS

- Pricing valid for **5 business days** from Issuance unless otherwise noted. Subject to change without notice, *Lead time is subject to availability at receipt of order (ARO); availability at time of quotation is no guarantee of availability at receipt of order.

-Tax Exemption: All agencies and companies qualifying their purchase as tax-exempt must provide appropriate proof at time of order. Orders to reseller's where the recipient is within the State of California must provide a California Resale Tax Certificate at time of order. Orders for resale should include verbiage "for resale" on any procurement documents issued.

-All credit card purchases are subject to a 3% Convenience Fee.

-All Wires are subject to a transaction fee of \$15.00

-Cancellation Policy: **ALL SALES ARE FINAL.** Only exchange for the same or greater amount allowed on refurbished units, if approved.

-Return/Exchange Policy: **New Products are non-returnable, non-exchangeable and non-refundable. ALL SALES ARE FINAL.** Buyer understands the merchandise will be built according to the specifications on the quote. Returns on refurbished products, **IF APPROVED**, are subject to a restocking fee. All shipping costs and convenience fees are non-refundable. There will be no refunds allowed on refurbished products with quantities of 30 units or more.

-Terms/Late Payment: If Buyer is extended net terms, Rugged Notebooks reserves the right to charge one and half percent (1.5%) interest on payments not received by the due date indicated on the Invoice.

-By signing this document, Buyer agrees to the terms of payment as listed under "Payment Terms," including the above-stated penalty for overdue payment. If a credit card is provided as the form of payment, Buyer asserts that he/she is an authorized user of the account provided and agrees to allow the total quote amount to be charged, plus any sales and e-waste tax that may not be list but is required by law to be charged.

-Buyer agrees to be bound by Rugged Notebooks' Terms and Conditions stated above. The Buyer accepts the policies listed in this Agreement as superseding any similar policies found on any website or document created by or affiliated with Rugged Notebooks.

Signature: _____ Date: _____

Print Name: _____ Title: _____



General Information

Quote Number	00015907	Created Date	11/21/2022
		Expiration Date	12/21/2022

Contact Information

Prepared By	Michael Winton	Contact Name	Tom Reilly
Phone	949-346-3493	Phone	(304) 261-1438
Email	michael.winton@ruggednotebooks.com	Email	treilly@tek-advisors.com
Fax	218-259-6615		

Address Information

Bill To Name	Jefferson County WV Emergency Services Agency	Ship To Name	Jefferson County WV Emergency Services Agency
Bill To	419 16th Avenue Ranson, WV 25438	Ship To	419 16th Avenue Ranson, WV 25438

Quote Line Items

Product	Description	Sales Price	Quantity	Total Price
RGD-FZG2-00014	New FZ-G2: Win10 Pro (Win11 DG), Intel Core i5-10310U 1.7GHz vPro (4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Infrared Webcam, 8MP Rear Camera, Standard Battery, TPM 2.0	\$2,615.00	15.00	\$39,225.00
Shipping	SERVICE: Processing, Shipping, Insurance - Ground	\$525.00	1.00	\$525.00

Totals

Discount	0.00%
Total Price	\$39,750.00
Tax	\$0.00
Grand Total	\$39,750.00

Unless credit terms are established, Rugged Notebooks accepts all major credit cards as form of payment. Rugged Notebooks verifies the identity of cardholders prior to processing a credit card payment. To prevent delays, if the shipping address differs from the bill-to address listed on your credit card, ensure that your shipping address is on-file with your credit card issuing bank. Credit Cards accepted for US and Canada shipments ONLY.

Our Value Proposition to You

- **Getac & Panasonic Authorized TP3 channel Partner with 15+ years in rugged portable computing industry**
- Full service and parts department with trained in-house repair technicians
- Panasonic Toughbooks Trade-in & Buy Back Program on purchased or leased units from RuggedNotebooks.com & ToughbookDepot.com, (may receive Up to 20% on refurbished and up to 40% on new Toughbooks) based on original invoiced price
- 1, 2 and 3 year extended warranty plans on all our refurbished models with a replacement service option (Refer to terms and conditions on our website at www.ruggednotebooks.com)
- Life time technical support

Rugged Notebooks, Inc.

RUGGED NOTEBOOKS

- Pricing valid for **5 business days** from issuance unless otherwise noted. Prices are subject to change without notice. *Lead time is subject to availability at receipt of order (ARO); availability at time of quotation is no guarantee of availability at receipt of order.

-Tax Exemption: All agencies and companies qualifying their purchase as tax-exempt must provide appropriate proof at time of order. Orders to reseller's where the recipient is within the State of California must provide a California Resale Tax Certificate at time of order. Orders for resale should include verbiage "for resale" on any procurement documents issued.

-All credit card purchases are subject to a 3% Convenience Fee.

-All Wires are subject to a transaction fee of \$15.00

-Cancellation Policy: **ALL SALES ARE FINAL.** Only exchange for the same or greater amount allowed on refurbished units, if approved.

-Return/Exchange Policy: **New Products are non-returnable, non-exchangeable and non-refundable. ALL SALES ARE FINAL.** Buyer understands the merchandise will be built according to the specifications on the quote. Returns on refurbished products, **IF APPROVED**, are subject to a **restocking fee. All shipping costs and convenience fees are non-refundable.** There will be no refunds allowed on refurbished products with quantities of 30 units or more.

-Terms/Late Payment: If Buyer is extended net terms, Rugged Notebooks reserves the right to charge one and half percent (1.5%) interest on payments not received by the due date indicated on the Invoice.

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-Buyer agrees to be bound by Rugged Notebooks' Terms and Conditions stated above. The Buyer accepts the policies listed in this Agreement as superseding any similar policies found on any website or document created by or affiliated with Rugged Notebooks.

Signature: _____ Date: _____

Print Name: _____ Title: _____

RUGGED NOTEBOOKS

General Information

Quote Number	00015870	Created Date	11/15/2022
		Expiration Date	12/2/2022

Contact Information

Prepared By	Michael Winton	Contact Name	Tom Reilly
Phone	949-346-3493	Phone	(304) 261-1438
Email	michael.winton@ruggednotebooks.com	Email	treilly@tek-advisors.com
Fax	218-259-6615		

Address Information

Bill To Name	Jefferson County WV Emergency Services Agency	Ship To Name	Jefferson County WV Emergency Services Agency
Bill To	419 16th Avenue Ranson, WV 25438	Ship To	419 16th Avenue Ranson, WV 25438

Quote Line Items

Product	Description	Sales Price	Quantity	Total Price
MSD-MOUNT-00017	Havis: 1999-2016 Ford F-250 – F-550 & 2011-2023 F-650, F-750 Chassis Cab Standard Pedestal Mount Package	\$265.00	3.00	\$795.00
SYN-DOCK-00549	Havis: Package, Mounting base, Vehicle mount kit, Heavy duty mount, Ford F-250, 17-21, Ford F-150, 15-21	\$260.00	4.00	\$1,040.00
SYN-MOUNT-00269	Havis, Inc. : 2013-2019 Dodge Ram 4500/5500 Chassis Cab Truck & Dodge Ram 1500, 2500 & 3500 pickup Standard Passenger	\$255.00	2.00	\$510.00
SYN-MOUNT-00216	2013-2018 Ford Interceptor Utility & 2011-2018 Ford Explorer - Retail Standard Passenger Side Mount Package - includes a vehicle specific base plate, heavy-duty pole without height adjust handle, tilt-swivel motion device, and a top offset plate.	\$270.00	1.00	\$270.00
MSD-MOUNT-00018	Havis: Standard Pedestal Mount Package For 2020-2023 Ford Interceptor Utility And Ford Retail Explorer	\$270.00	2.00	\$540.00
SYN-MOUNT-00283	Havis, Inc: Package, Mounting base, Vehicle mount kit, Heavy duty mount, Chevrolet Silverado LT1 & LT2, 2019	\$275.00	2.00	\$550.00
MSD-MOUNT-00019	Havis: 1997-2023 Ford E-Series Van Standard Pedestal Mount Package With Stability Support Arm	\$300.00	1.00	\$300.00
Shipping	SERVICE: Processing, Shipping, Insurance - Ground	\$200.00	1.00	\$200.00

Totals

Discount	0.00%
Total Price	\$4,205.00
Tax	\$0.00
Grand Total	\$4,205.00



Unless credit terms are established, Rugged Notebooks will not accept credit cards as form of payment. Rugged Notebooks verifies the identity of cardholders prior to processing a credit card. If the shipping address differs from the bill-to address listed on your credit card, ensure that your shipping address is on file with your credit card issuing bank. Credit Cards accepted for US and Canada shipments ONLY.

Our Value Proposition to You

- **Getac & Panasonic Authorized TP3 channel Partner with 15+ years in rugged portable computing industry**
- **Full service and parts department with trained in-house repair technicians**
- **Panasonic Toughbooks Trade-in & Buy Back Program on purchased or leased units from RuggedNotebooks.com & ToughbookDepot.com, (may receive Up to 20% on refurbished and up to 40% on new Toughbooks) based on original invoiced price**
- **1, 2 and 3 year extended warranty plans on all our refurbished models with a replacement service option (Refer to terms and conditions on our website at www.ruggednotebooks.com)**
- **Life time technical support**

- Pricing valid for **5 business days** from issuance unless otherwise noted and is subject to change without notice. *Lead time is subject to availability at receipt of order (ARO); availability at time of quotation is no guarantee of availability at receipt of order.

-Tax Exemption: All agencies and companies qualifying their purchase as tax-exempt must provide appropriate proof at time of order. Orders to reseller's where the recipient is within the State of California must provide a California Resale Tax Certificate at time of order. Orders for resale should include verbiage "for resale" on any procurement documents issued.

-All credit card purchases are subject to a 3% Convenience Fee.

-All Wires are subject to a transaction fee of \$15.00

-Cancellation Policy: **ALL SALES ARE FINAL.** Only exchange for the same or greater amount allowed on refurbished units, if approved.

-Return/Exchange Policy: **New Products are non-returnable, non-exchangeable and non-refundable. ALL SALES ARE FINAL.** Buyer understands the merchandise will be built according to the specifications on the quote. Returns on refurbished products, **IF APPROVED**, are subject to a restocking fee. All shipping costs and convenience fees are non-refundable. There will be no refunds allowed on refurbished products with quantities of 30 units or more.

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-Buyer agrees to be bound by Rugged Notebooks' Terms and Conditions stated above. The Buyer accepts the policies listed in this Agreement as superseding any similar policies found on any website or document created by or affiliated with Rugged Notebooks.

Signature: _____ Date: _____

Print Name: _____ Title: _____



General Information

Quote Number	00015913	Created Date	11/15/2022
		Expiration Date	12/9/2022

Contact Information

Prepared By	Michael Winton	Contact Name	Tom Reilly
Phone	949-346-3493	Phone	(304) 261-1438
Email	michael.winton@ruggednotebooks.com	Email	treilly@tek-advisors.com
Fax	218-259-6615		

Address Information

Bill To Name	Jefferson County WV Emergency Services Agency	Ship To Name	Jefferson County WV Emergency Services Agency
Bill To	419 16th Avenue Ranson, WV 25438	Ship To	419 16th Avenue Ranson, WV 25438

Quote Line Items

Product	Description	Sales Price	Quantity	Total Price
SYN-DOCK-00543	Havis: Docking Station With Power Supply For Getac's V110 Convertible Notebook	\$825.00	10.00	\$8,250.00
MSD-DOCK-00006	Havis: Docking Station For The Panasonic TOUGHBOOK G2 Tablet With Standard Port Replication & External Power Supply	\$540.00	10.00	\$5,400.00
MSD-KEY-00003	Havis: Compact USB Dual Authentication Keyboard With Integrated Mouse	\$459.00	10.00	\$4,590.00
SYN-MOUNT-00296	Havis: Universal Monitor Mount Assembly	\$58.00	10.00	\$580.00
MSD-MOUNT-00023	Havis: C-MD-100 Series To C-UMM Bracket Assembly	\$18.00	10.00	\$180.00
MSD-MOUNT-00024	Havis: 11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	\$349.07	10.00	\$3,490.70
Shipping	SERVICE: Processing, Shipping, Insurance - Ground	\$750.00	1.00	\$750.00

Totals

Discount	0.00%
Total Price	\$23,240.70
Tax	\$0.00
Grand Total	\$23,240.70

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- **Getac & Panasonic Authorized TP3 channel Partner with 15+ years in rugged portable computing industry**
- **Full service and parts department with trained in-house repair technicians**

Rugged Notebooks, Inc.

RUGGED NOTEBOOKS

- Panasonic Toughbooks Trade-in & Buy Back Program: Purchased or leased units from RuggedNotebooks.com & ToughNotebooks.com may receive Up to 20% on refurbished and up to 40% on new Toughbooks) based on original invoiced price
- 1, 2 and 3 year extended warranty plans on all our refurbished models with a replacement service option (Refer to terms and conditions on our website at www.ruggednotebooks.com)
- Life time technical support

- Pricing valid for **5 business days** from issuance unless otherwise noted and is subject to change without notice. *Lead time is subject to availability at receipt of order (ARO); availability at time of quotation is no guarantee of availability at receipt of order.

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-Buyer agrees to be bound by Rugged Notebooks' Terms and Conditions stated above. The Buyer accepts the policies listed in this Agreement as superseding any similar policies found on any website or document created by or affiliated with Rugged Notebooks.

Signature: _____ Date: _____

Print Name: _____ Title: _____

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Department of Engineering, Planning & Zoning**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1st Choice: **December 1, 2022**

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

Please provide the County Commission with a description of your request or presentation, including any background information: **Release of Tolling of Bonding Agreement for Quail Ridge Subdivision, Section II, Phase III (Jefferson County Planning Commission File No. 05-55).**

On the June 5, 2014, the County Commission entered into an “Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions, and Restrictions”, commonly referred to as a “Tolling of Bonding Agreement”.

The Agreement allowed the developer of an approved residential subdivision project - with a Final Plat that is on record in the County Clerk’s office but in which no construction of the required land improvements has started - to put the project on hold due to poor economic conditions. Thereby “tolling” or stopping the project from moving forward. The “tolling of bonding” process is included in the County Commission’s “Site Improvements Bonding & Bond Surety Policy”.

The Agreement relieved the developer from being required to maintain a construction bond and begin construction of the subdivision improvements (e.g., roads, stormwater management, water and sewer service, etc.) and at the same time prevented the developer from being able to sell lots. The developer could bring the subdivision project out from under tolling of bonding by posting a new construction bond in an amount equal to the 115% of the estimated cost of all required subdivision improvements.

In accordance with the Agreement, the developer of Quail Ridge Subdivision, Section II, Phase III, reposted the construction bond and moved forward with completing the residential subdivision. Thereby having satisfied the conditions of the Agreement.

Therefore, the County Commission needs to release the developer from the requirements of the Agreement and return the Merger Deed and the Site Stability Bond held by the County Commission under the Agreement; and record a release in the office of the County Clerk in order to officially terminate the Agreement so that it has no further force or effect.

Is this a funding request? **No.**
If so, how much?

Motion Requested: Yes.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

Move to approve the release of the Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions, and Restrictions, recorded in Deed Book 1142, Page 483, for the Quail Ridge Subdivision, Section II, Phase III (Jefferson County Planning Commission File No. 05-55), as presented; and to record the release in the office of the County Clerk.

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N **No.** Internet/Wi Fi Y/N **No.**
 Telephone for conference call Y/N **No.**

Contact information:

Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS	

**Release
of
Tolling of Bonding Agreement**

Quail Ridge Subdivision, Section II, Phase III

(Jefferson County Planning Commission File No. 05-55)

WHEREAS, the County Commission of Jefferson County, West Virginia, and Dan Ryan Builders, Inc., entered into an "Agreement Regarding Bonding Obligations And Declaration of Covenants, Conditions, And Restrictions" (the AGREEMENT), on the 5th day of June, 2014; recorded in Deed Book 1142, Page 483 in the office of the County Clerk of Jefferson County, West Virginia; and

WHEREAS, Dan Ryan Builders, Inc., having met and satisfied all conditions of Section 2(b)(ii) of the AGREEMENT.

NOW, THEREFORE, the County Commission of Jefferson County, West Virginia, hereby releases Dan Ryan Builders, Inc. and all parties having any right, title, or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns, from the "Agreement Regarding Bonding Obligations And Declaration of Covenants, Conditions, And Restrictions", including all covenants, conditions, and restrictions under the AGREEMENT.

The Jefferson County Commission hereby **ORDERS** that the AGREEMENT shall hereby terminate and have no further force or effect, and that the Merger Deed and Site Stability Bond (e.g., Cash-in-Escrow, Letter-of-Credit, Performance Bond) held by the Jefferson County Commission, under the AGREEMENT, shall be released and returned to Dan Ryan Builders, Inc.; and this "Release" shall be recorded in the office of the County Clerk of Jefferson County, West Virginia in the names of "*Jefferson County Commission*" and "*Quail Ridge Subdivision*".

By: _____

Date: December 1, 2022

Caleb Hudson, President
Jefferson County Commission

ATTEST:

Jacqueline C. Shadle
Clerk, County Commission of Jefferson County, WV

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Department of Engineering, Planning & Zoning**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1st Choice: **December 1, 2022**

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

Please provide the County Commission with a description of your request or presentation, including any background information: **Release of Tolling of Bonding Agreement for Thorn Hill Subdivision (Jefferson County Planning Commission File No. 02-17).**

On February 3, 2010, the County Commission entered into an “Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions, and Restrictions”, commonly referred to as a “Tolling of Bonding Agreement”.

The Agreement allowed the developer of an approved residential subdivision project - with a Final Plat that is on record in the County Clerk’s office but in which no construction of the required land improvements has started - to put the project on hold due to poor economic conditions. Thereby “tolling” or stopping the project from moving forward. The “tolling of bonding” process is included in the County Commission’s “Site Improvements Bonding & Bond Surety Policy”.

The Agreement relieved the developer from being required to maintain a construction bond and complete construction of the subdivision improvements (e.g., roads, stormwater management, water and sewer service, etc.) and at the same time prevented the developer from being able to sell lots. The developer could bring the subdivision project out from under tolling of bonding by posting a new construction bond in an amount equal to the 115% of the estimated cost of all required subdivision improvements.

Thorn Hill, LLC, the developer of Thorn Hill Subdivision, wants to merge the subdivision back into the original tract of land that existed prior to becoming the Thorn Hill Subdivision, thereby vacating the subdivision on record in Plat Book 24, Page 14. This will be done by recording a merger deed in the office of the County Clerk, which will make the Agreement unnecessary.

Therefore, the County Commission, upon recordation of the merger deed by Thorn Hill, LLC, needs to release the developer and owner from the requirements of all the Agreements by recording a release in the office of the County Clerk in order to officially terminate the Agreements so that they have no further force or effect. Then return the original Site Stability Bond, held by the County Commission under the Agreement, to the developer, Thorn Hill, LLC.

Is this a funding request? **No.**
If so, how much?

Motion Requested: Yes.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Move to approve the release of the Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions, and Restrictions, recorded in Deed Book 1091, Page 459, Deed Book 1151, Page 363, and Deed Book 1201, Page 459, for the Thorn Hill Subdivision (Jefferson County Planning Commission File No. 02-17), as presented; and to record the release in the office of the County Clerk.

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N **No.** Internet/Wi Fi Y/N **No.**
 Telephone for conference call Y/N **No.**

Contact information:

Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS</u>	

**Release
of
Tolling of Bonding Agreement**

Thorn Hill Subdivision

(Jefferson County Planning Commission File No. 02-17)

WHEREAS, the County Commission of Jefferson County, West Virginia, and Thorn Hill, LLC, entered into an "Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions, and Restrictions" (the AGREEMENT), on the 3rd day of February, 2010, recorded in Deed Book 1091 at Page 459 in the Office of the County Clerk of Jefferson County, West Virginia; and

WHEREAS, the Jefferson County Commission granted a time extension of the Agreement, via the recordation of a second Agreement entered into on the 3rd day of February, 2015, recorded in Deed Book 1151, Page 363; and

WHEREAS, the Jefferson County Commission granted a second time extension of the Agreement, via the recordation of a third Agreement entered into on the 6th day of February, 2018, recorded in Deed Book 1201, Page 459; and

WHEREAS, the Jefferson County Commission granted a third time extension of the Agreement on February 17, 2022, and which is only noted in the County Commission meeting minutes due to the developer having failed to execute and record a fourth Agreement extension document at the office of the County Clerk, as required under Section 13 of the Agreement; and

WHEREAS, no site improvements were installed and no lots were sold in the Thorn Hill Subdivision; and

WHEREAS, the property owner, Thorn Hill, LLC, has voluntarily requested to record a merger deed to consolidate the Thorn Hill Subdivision back into the original tract of land, thereby vacating the Thorn Hill Subdivision and making all AGREEMENTS noted above null and void.

NOW, THEREFORE, the County Commission of Jefferson County, West Virginia, in consideration of the Thorn Hill Subdivision being vacated, hereby releases Thorn Hill, LLC and all parties having any right, title, or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns from the AGREEMENTS, including all covenants, conditions, and restrictions under all the above noted AGREEMENTS.

The Jefferson County Commission hereby **ORDERS** that all the above noted AGREEMENTS shall hereby terminate and have no further force or effect upon recordation of the merger deed vacating the Thorn Hill Subdivision and that the original Site Stability Bond (e.g. letter of credit) held by the Jefferson County Commission under the AGREEMENT, shall be returned to Thorn Hill, LLC; and this "Release" shall be recorded in the Office of the County Clerk of Jefferson County, West Virginia in the names of "*Jefferson County Commission*" and "*Thorn Hill Subdivision*".

By: _____

Date: December 1, 2022

Caleb Hudson, President
Jefferson County Commission

ATTEST: _____

Jacqueline C. Shadle
Clerk, County Commission of Jefferson County, WV

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin

Department or Organization: Engineering, Planning & Zoning

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: December 1, 2022

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*): Two Complete Bond Release requests

1. Sheetz, Inc. – Sheetz Store #160 (Files #20-10-SP)
2. D.R. Horton, Inc. - Magnolia Springs Subdivision, Phase I (File #18-05-SD)

Please provide the County Commission with a description of your request or presentation, including any background information:

1. Complete release of Performance Bond No. 019078845 with Liberty Mutual Insurance Company, Boston, MA bond security for Sheetz, Inc. – Sheetz Store #160 (Files #20-10-SP).
2. Partial release of Performance Bond No. LICX115988 with Lexon Insurance Company, Mt. Juliet, TN construction bond security for D.R. Horton, Inc. - Magnolia Springs Subdivision, Phase I (File #18-05-SD).

Is this a funding request? Y/NO

If so, how much? [Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

1. I authorize a complete release of Performance Bond No. 019078845 with Liberty Mutual Insurance Company, Boston, MA in the amount of \$2,691,620.00 construction amount for Sheetz, Inc. – Sheetz Store #160 (Files #20-10-SP).
2. I authorize a partial of Performance Bond No. LICX115988 with Lexon Insurance Company, Mt. Juliet, TN in the amount of \$2,818,368.00 construction bond amount for D.R. Horton, Inc. – Magnolia Springs Subdivision, Phase I (File #18-05-SD).

Attach supporting documents for request, or request may be denied:

Construction Bond Release Letter

Bond Release Request Report

Site Map

Is equipment needed? Projector Y/NO Internet/Wi Fi Y/NO Telephone for conference call Y/NO

Contact information:

Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS



JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 Fax: (304) 725-7916

Web: www.jeffersoncountywv.org

PRESIDENT
Caleb Hudson

December 1, 2022

VICE PRESIDENT
Steve Stolipher

Ms. JoAnn R. Frank, Attorney-in-Fact
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

COMMISSIONER
Clare Ath

COMMISSIONER
Tricia Jackson

RE: Performance Bond #019078845 dated June 8, 2021, Construction Bond Surety for
Sheetz, Inc. – Sheetz Store #160 (File #20-10-SP).

COMMISSIONER
Jane Tabb

Dear Ms. Frank:

The Jefferson County Commission authorizes a complete release of the remaining \$2,691,620.00 from the construction bond amount for Sheetz, Inc. – Sheetz Store #160 (File #20-10-SP). This project is located on the south side of Martinsburg Pike-Route 45 near its intersection with Potomac Farms Drive. The work appears to 100% complete.

In summary, you are hereby authorized to fully release the remaining \$2,691,620.00 for the above referenced Performance Bond, originally issued in amount of \$2,691,620.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Caleb Hudson, President
Jefferson County Commission

CH:rfb

cc: Ms. Brenda J. Dawson
Sheetz Store Development
5700 Sixth Avenue
Altoona, PA 16602
Department of Engineering, Planning & Zoning
Office of Engineering

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email engineering@jeffersoncountywv.org

Phone 304-728-3257
Fax 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received 10 / 21 / 2022

J C P C File No 20 - 10-SP

Consultant/Engineer/Firm Name: IFS

Mailing Address 148 S. QUEEN ST.

City MARTINSBURG

State WV

Zip 25401

Contact Person JASON GERMET

Phone 725-8456

Project/Subdivision Name SHEETZ STONE 160 SHEPHERDSTOWN

Section/Phase _____ Lots _____

Review Comments:

☒ The bond release/reduction is Approved as Submitted _____ The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use

Comments: ALL WORK APPEARS COMPLETE

Approved for:
BOND RELEASE
By [Signature] 11/18/22
County Engineer **Date**

Original Bond Amt \$ 2,340,539 + 15% Cont \$ 351,081 = Total Original Bond Amt \$ 2,691,620

Total Current Bond Amount \$ 2,691,620.00

Cost of Work Remaining \$ 0.00 + Contingency Amount \$ 0.00

= Approved for Revised Bond Amount \$ 0.00

Reviewed By JOSEPH V. KENT

Title L.O.I.

Signature [Signature]

Date 11 / 18 / 2022

E

F

G

3-10
2-2
1
1-10

TJ Longerbeam Dr...P-5
Tabb La...F-7
Talcon Ct...L-2
Tall Oak Ct...J-11
Tall Oak Dr...L-11

Wood End Ct...C-8
Woodburn La...R-6
Woodbury Dr...D-5
Woodchuck La...Q-11
Woodcock Ave...E-3
Woodcutters La...H-7



Rivernis
Wide River
Farm

Jeann
Jeanie
Barbara

Wagon
White
Dogwood
White Dogwood Pl

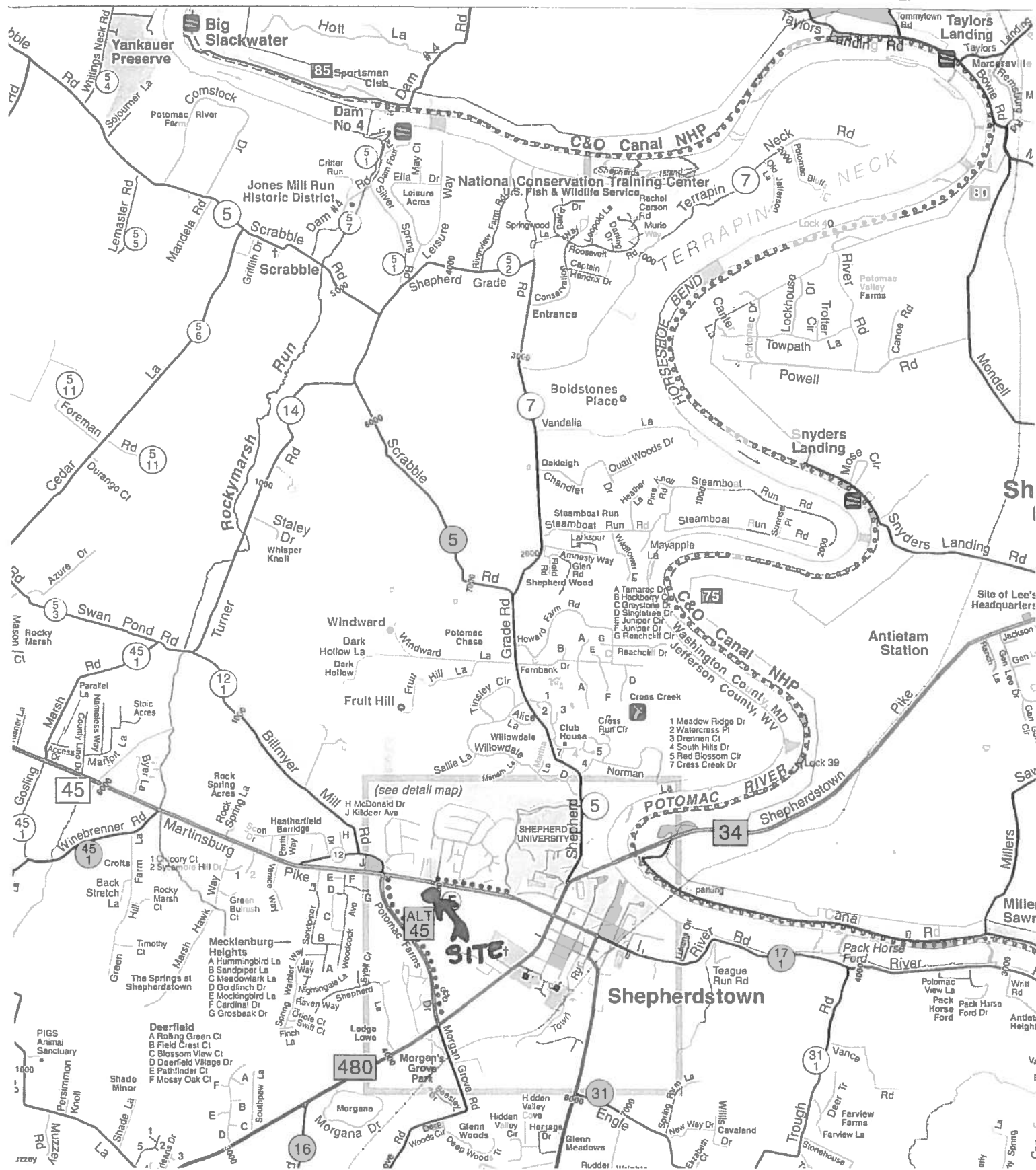
White
Dogwood
White Dogwood Pl

Keyes
Scarlet Oak Pl
Brook
Scarlet Oak Pl

E

F

G





JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 Fax: (304) 725-7916

Web: www.jeffersoncountywv.org

PRESIDENT

Caleb Hudson

VICE PRESIDENT

Steve Stolipher

COMMISSIONER

Clare Ath

COMMISSIONER

Tricia Jackson

COMMISSIONER

Jane Tabb

December 1, 2022

Mr. James I. Moore, Attorney-In-Fact
Lexon Insurance Company
12890 Lebanon Road
Mt. Juliet, TN 37122

RE: Performance Bond No. LICX1195988 dated July 17, 2020, Construction Bond Surety for D.R. Horton, Inc. - Magnolia Springs Subdivision, Phase 1 (File #18-05-SD).

Dear Mr. Moore:

The Jefferson County Commission authorizes a partial release of \$2,818,368.00 from the construction bond for D.R. Horton, Inc. - Magnolia Springs Subdivision, Phase 1 (File #18-05-SD). This project is located at the end of Citizens Way-Route 115.4. The work remaining includes but is not limited to the following:

1. Grading
2. Paving
3. Stormwater Management
4. Final Stabilization
5. Conveyance of ROW & Common Areas

In summary, you are hereby authorized to reduce the amount of the above referenced Performance Bond No. LICX1195988 originally issued in the amount of \$4,464,221.00 to \$1,645,843.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Caleb Hudson, President
Jefferson County Commission

CH:rfb

cc: Ben Smith, Project Manager
D.R. Horton, Inc.
Capital Division
181 Harry S Truman Parkway, Suite 250
Annapolis, MD 21401
Department of Engineering, Planning & Zoning

County Administrator
John Nussel

Deputy County Administrator
Cindy Rezmer

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email: engineering@jeffersoncountyww.org

Phone 304-728-3257
Fax 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received 07 / 06 / 2022

J.C.P.C. File No 18 - 05-50

Consultant/Engineer/Firm Name: IFS

Mailing Address 148 S. QUEEN ST.

City: MARTINSBURG

State: WV

Zip 25401

Contact Person TODD HECK

Phone 304-725-8456

Project/Subdivision Name MAGNOLIA SPRINGS

Section/Phase PHASE I

Lots: _____

Review Comments:

☒ The bond release/reduction is Approved as Submitted

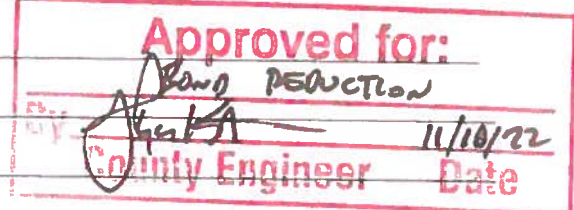
_____ The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: _____



Original Bond Amt \$ 3,881,221 + 15% Cont \$ 582,290 = Total Original Bond Amt \$ 4,464,221

Total Current Bond Amount \$ 4,464,221.00

Cost of Work Remaining \$ 1,431,168.00 + Contingency Amount \$ 214,675.00

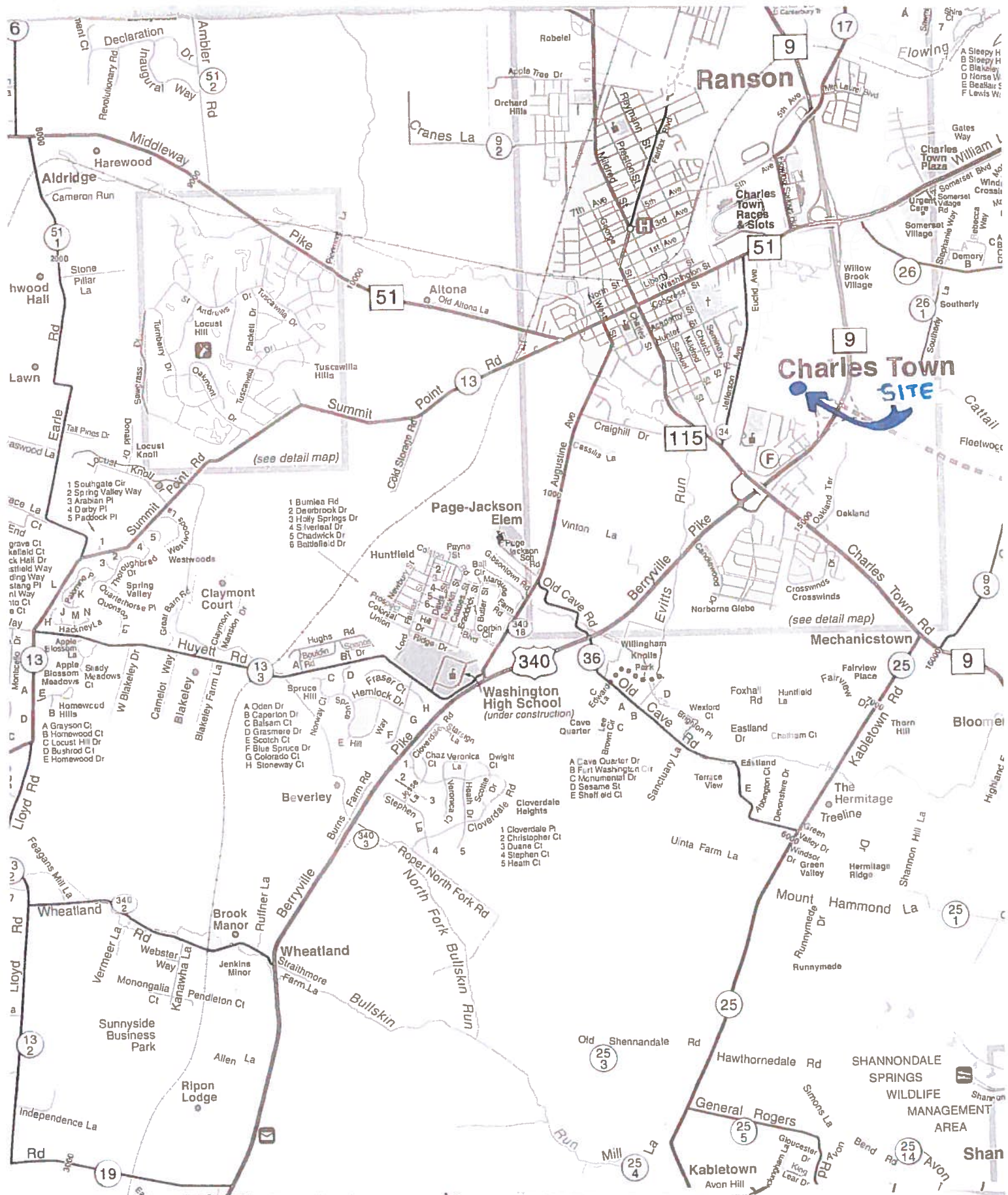
= Approved for Revised Bond Amount \$ 1,645,843.00

Reviewed By JOSEPH W. KEAT

Title L.O.I.

Signature [Signature]

Date 11 / 18 / 2022



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Bob Burner**

Department or Organization: **JCESA**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice: **Dec. 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

- 1. Provide monthly update to the JCC on the progress of the EMS transition**
- 2. Request reimbursement of \$12,745.09 for labor cost of the EMS Transition project through Oct. 31, 2022**
- 3. Request funding for EMS supply & asset management system - \$35,801**

Please provide the County Commission with a description of your request or presentation, including any background information:

1. Monthly update on the progress of the EMS transition including completed tasks, upcoming tasks, and any challenges.
2. JCESA has incurred labor costs performing the work necessary for the EMS Transition. The work hours and associated costs were not anticipated in our FY23 budget allocation. We seek reimbursement for the cost of hours expended specifically for this project for times when employees were not on-duty as part of our existing mission. The bulk of the effort has been for elements of the transition that were not within HealthNet's proposed list of deliverables and would have been required of JCESA to perform - even if HealthNet was contracted. We are not requesting reimbursement for time expended by senior staff whose wages are already budgeted.
3. To ensure that all necessary medical equipment and consumable supplies are available in appropriate quantities, manage medical and non-medical assets across 5 locations and 10 ambulances, and ensure compliance with DEA tracking of controlled substances, it is essential that an efficient system be established. Manual tracking and hand-counting have proven very time consuming and difficult to reconcile in real time. Fortunately, technology exists that improves accuracy and reduces labor. In response to an RFP for such a solution, we received three proposals. One was incomplete and missing total project cost (based on the limited information provided, our best estimate of project cost for this proposal would be at least \$70k.) Two complete proposals were received, both meeting the requirements – one with a proposed cost of \$350k and one with a proposed cost of \$35,801.

Is this a funding request? **Y/N YES**

If so, how much? **\$12,745.09 + \$35,801**

Provide exact financial impact/request:

\$12,745.09 for labor reimbursement through October 31, 2022, and \$35,801 for the EMS supply & asset management system.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

1. Approve the reimbursement of \$12,745.09 to JCESA for the cost of labor expended on the EMS Transition project through Oct. 31, 2022 to be funded from the ARPA: EMS System allocation.
2. Approve the purchase of the EMS supply & asset management system in the amount of \$35,801 to be funded from the ARPA: EMS System allocation.

Attach supporting documents for request, or request may be denied.

If not attached, explain: See attached.

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address: **bburner@jcesa.org**

Phone Number: **304-728-3287**

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION</u>
not applicable

PP End	Name	In	PayType	Hours	\$Wage	\$FICA	\$MC	\$Retire	\$WC	Medical	Dental	Vision	Life	ADD	STD	Total Shift Cost
9/4/2022	Lyons, John	8/31/2022 9:00	Reg OT	2	\$ 81.45	\$ 5.05	\$ 1.18	\$ 7.74	\$ 4.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.23
9/4/2022	Sine, Theodore	8/31/2022 14:05	Reg	3	\$ 77.37	\$ 4.80	\$ 1.12	\$ 7.35	\$ 4.57	\$ 23.62	\$ 0.44	\$ 0.22	\$ 0.22	\$ 0.43	\$ 0.07	\$ 120.44
9/4/2022	Smith, Joshua	9/1/2022 5:55	Reg	1.57	\$ 33.58	\$ 2.08	\$ 0.49	\$ 3.19	\$ 1.98	\$ 19.91	\$ 0.91	\$ 0.25	\$ 0.25	\$ 0.86	\$ 0.14	\$ 64.20
9/4/2022	Lyons, John	9/2/2022 10:00	Reg OT	3.5	\$ 142.54	\$ 8.84	\$ 2.07	\$ 13.54	\$ 8.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175.39
9/6/2022	Lyons, John	9/6/2022 9:00	Reg OT	4	\$ 162.90	\$ 10.10	\$ 2.36	\$ 15.48	\$ 9.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.45
9/18/2022	Sine, Theodore	9/6/2022 9:05	Reg	4	\$ 103.16	\$ 6.40	\$ 1.50	\$ 9.80	\$ 6.09	\$ 27.33	\$ 0.51	\$ 0.26	\$ 0.26	\$ 0.50	\$ 0.08	\$ 156.15
9/18/2022	Smith, Joshua	9/7/2022 15:30	Reg OT	3	\$ 96.26	\$ 5.97	\$ 1.40	\$ 9.14	\$ 5.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118.45
9/18/2022	Lyons, John	9/8/2022 12:30	Reg OT	1.5	\$ 61.09	\$ 3.79	\$ 0.89	\$ 5.80	\$ 3.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75.17
9/18/2022	Lyons, John	9/8/2022 15:30	Reg	4	\$ 108.60	\$ 6.73	\$ 1.57	\$ 10.32	\$ 6.41	\$ 25.53	\$ 0.47	\$ 0.24	\$ 0.24	\$ 0.47	\$ 0.07	\$ 160.90
9/18/2022	Lyons, John	9/10/2022 8:30	Reg	1.35	\$ 36.66	\$ 2.28	\$ 0.53	\$ 3.48	\$ 2.16	\$ 8.61	\$ 0.15	\$ 0.08	\$ 0.08	\$ 0.16	\$ 0.03	\$ 54.31
9/18/2022	Wilson, George	9/11/2022 14:00	Reg	1	\$ 26.16	\$ 1.62	\$ 0.38	\$ 2.49	\$ 1.54	\$ 2.69	\$ 0.12	\$ 0.02	\$ 0.12	\$ 0.02	\$ 0.02	\$ 35.28
9/18/2022	Lyons, John	9/14/2022 12:00	Reg	4.95	\$ 134.40	\$ 8.33	\$ 1.95	\$ 12.77	\$ 7.93	\$ 31.59	\$ 0.58	\$ 0.30	\$ 0.30	\$ 0.58	\$ 0.09	\$ 199.12
9/18/2022	Lyons, John	9/15/2022 5:45	Reg OT	1	\$ 40.73	\$ 2.53	\$ 0.59	\$ 3.87	\$ 2.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.12
9/18/2022	Lyons, John	9/16/2022 8:00	Reg	4	\$ 108.60	\$ 6.73	\$ 1.57	\$ 10.32	\$ 6.41	\$ 25.53	\$ 0.47	\$ 0.24	\$ 0.24	\$ 0.47	\$ 0.07	\$ 160.90
9/18/2022	Smith, Joshua	9/16/2022 11:46	Reg OT	8.32	\$ 266.95	\$ 16.55	\$ 3.87	\$ 25.36	\$ 15.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328.48
9/18/2022	Lyons, John	9/16/2022 17:30	Reg	1	\$ 27.15	\$ 1.68	\$ 0.39	\$ 2.58	\$ 1.60	\$ 6.38	\$ 0.12	\$ 0.06	\$ 0.12	\$ 0.02	\$ 0.02	\$ 40.22
10/2/2022	Lyons, John	9/18/2022 9:00	Reg	1.5	\$ 41.51	\$ 2.58	\$ 0.60	\$ 3.95	\$ 2.45	\$ 9.58	\$ 0.18	\$ 0.09	\$ 0.18	\$ 0.03	\$ 0.19	\$ 61.31
10/2/2022	Lyons, John	9/21/2022 9:30	Reg	1.5	\$ 41.51	\$ 2.57	\$ 0.60	\$ 3.94	\$ 2.45	\$ 9.57	\$ 0.17	\$ 0.09	\$ 0.17	\$ 0.03	\$ 0.18	\$ 61.29
10/2/2022	Lyons, John	9/21/2022 16:30	Reg	1.25	\$ 34.59	\$ 2.15	\$ 0.50	\$ 3.29	\$ 2.04	\$ 7.98	\$ 0.15	\$ 0.08	\$ 0.15	\$ 0.03	\$ 0.16	\$ 51.09
10/2/2022	Smith, Joshua	9/22/2022 18:50	Reg	2.5	\$ 53.48	\$ 3.32	\$ 0.78	\$ 5.08	\$ 3.16	\$ 8.40	\$ 0.38	\$ 0.11	\$ 0.36	\$ 0.06	\$ 0.34	\$ 75.47
10/2/2022	Smith, Joshua	9/26/2022 8:39	Reg	1.07	\$ 22.89	\$ 1.42	\$ 0.33	\$ 2.17	\$ 1.35	\$ 3.60	\$ 0.16	\$ 0.05	\$ 0.16	\$ 0.02	\$ 0.15	\$ 32.30
10/2/2022	Lyons, John	9/26/2022 8:45	Reg	12	\$ 332.04	\$ 20.59	\$ 4.81	\$ 31.54	\$ 19.59	\$ 76.59	\$ 1.40	\$ 0.72	\$ 0.15	\$ 0.29	\$ 0.04	\$ 490.38
10/2/2022	Lyons, John	9/27/2022 8:00	Reg	2.45	\$ 67.80	\$ 4.20	\$ 0.98	\$ 6.44	\$ 4.00	\$ 15.64	\$ 0.29	\$ 0.15	\$ 0.15	\$ 0.29	\$ 0.04	\$ 100.12
10/2/2022	Lyons, John	9/27/2022 8:00	Reg OT	3	\$ 124.52	\$ 7.72	\$ 1.81	\$ 11.83	\$ 7.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153.22
10/2/2022	Lyons, Christopher	9/27/2022 9:00	Reg	2.25	\$ 50.74	\$ 3.15	\$ 0.74	\$ 4.82	\$ 2.99	\$ 16.45	\$ 0.31	\$ 0.16	\$ 0.16	\$ 0.30	\$ 0.05	\$ 80.00
10/2/2022	Fleming, Heath	9/27/2022 9:00	Reg OT	2.28	\$ 65.36	\$ 4.05	\$ 0.95	\$ 6.21	\$ 3.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.43
10/2/2022	McLaughlin, Brittany	9/27/2022 9:02	Reg	2.05	\$ 51.41	\$ 3.19	\$ 0.75	\$ 4.88	\$ 3.03	\$ 11.66	\$ 0.31	\$ 0.04	\$ 0.04	\$ 0.30	\$ 0.05	\$ 75.92
10/2/2022	Billings, Brice	9/27/2022 9:02	Reg	2.33	\$ 44.53	\$ 2.76	\$ 0.65	\$ 4.23	\$ 2.63	\$ 8.51	\$ 0.29	\$ 0.13	\$ 0.13	\$ 0.28	\$ 0.04	\$ 64.27
10/2/2022	Viands, Gary	9/27/2022 9:05	Reg	1.92	\$ 46.06	\$ 2.86	\$ 0.67	\$ 4.38	\$ 2.72	\$ 5.93	\$ 0.27	\$ 0.07	\$ 0.26	\$ 0.04	\$ 0.26	\$ 63.52
10/2/2022	Kain-Sisk, Carliegh	9/27/2022 9:11	Reg	2.53	\$ 46.02	\$ 2.85	\$ 0.67	\$ 4.37	\$ 2.72	\$ 9.01	\$ 0.39	\$ 0.06	\$ 0.39	\$ 0.06	\$ 0.30	\$ 66.84
10/2/2022	Billar, Scott	9/27/2022 9:12	Reg	1.8	\$ 45.56	\$ 2.82	\$ 0.66	\$ 4.33	\$ 2.69	\$ 8.80	\$ 0.24	\$ 0.07	\$ 0.22	\$ 0.04	\$ 0.23	\$ 65.66
10/2/2022	Dunn, Donald, Jr.	9/27/2022 9:13	Reg OT	1.9	\$ 72.13	\$ 4.47	\$ 1.05	\$ 6.85	\$ 4.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88.76
10/2/2022	Longerbeam, Trevor	9/27/2022 9:24	Reg OT	1.85	\$ 55.06	\$ 3.41	\$ 0.80	\$ 5.23	\$ 3.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67.75
10/2/2022	Lyons, John	9/28/2022 9:00	Reg OT	9	\$ 373.55	\$ 23.16	\$ 5.42	\$ 35.49	\$ 22.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 459.66
10/2/2022	Carroll, Brandon	9/28/2022 9:00	Reg OT	0.75	\$ 23.18	\$ 1.44	\$ 0.34	\$ 2.20	\$ 1.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28.53
10/2/2022	Lesko, Ryan	9/28/2022 9:00	Reg OT	0.75	\$ 28.38	\$ 1.76	\$ 0.41	\$ 2.70	\$ 1.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.92
10/2/2022	Minnick, Matthew	9/28/2022 9:00	Reg OT	0.75	\$ 22.32	\$ 1.38	\$ 0.32	\$ 2.12	\$ 1.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.46
10/2/2022	Tabor, Johanna	9/28/2022 9:00	Reg	0.75	\$ 14.25	\$ 0.88	\$ 0.21	\$ 1.35	\$ 0.84	\$ 2.38	\$ 0.10	\$ 0.02	\$ 0.10	\$ 0.02	\$ 0.08	\$ 20.23
10/2/2022	Rice, Amanda	9/28/2022 9:00	Reg OT	0.75	\$ 20.46	\$ 1.27	\$ 0.30	\$ 1.94	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.18
10/2/2022	Lyons, John	9/29/2022 8:00	Reg OT	7	\$ 290.54	\$ 18.01	\$ 4.21	\$ 27.60	\$ 17.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 357.51
10/2/2022	Smith, Joshua	9/29/2022 13:59	Reg	2.92	\$ 62.46	\$ 3.87	\$ 0.91	\$ 5.93	\$ 3.69	\$ 9.82	\$ 0.45	\$ 0.12	\$ 0.12	\$ 0.42	\$ 0.07	\$ 88.14
10/2/2022	Smith, Joshua	10/1/2022 19:47	Reg	1.3	\$ 27.81	\$ 1.72	\$ 0.40	\$ 2.64	\$ 1.64	\$ 3.86	\$ 0.18	\$ 0.05	\$ 0.17	\$ 0.03	\$ 0.16	\$ 38.66
10/16/2022	Sine, Theodore	10/3/2022 13:25	Reg	3.5	\$ 90.27	\$ 5.60	\$ 1.31	\$ 8.58	\$ 5.33	\$ 20.87	\$ 0.39	\$ 0.20	\$ 0.20	\$ 0.38	\$ 0.06	\$ 133.39
10/16/2022	Sine, Theodore	10/4/2022 8:00	Reg	5.52	\$ 142.36	\$ 8.83	\$ 2.06	\$ 13.52	\$ 8.40	\$ 32.91	\$ 0.62	\$ 0.31	\$ 0.31	\$ 0.60	\$ 0.10	\$ 210.34
10/16/2022	Lyons, John	10/4/2022 9:00	Reg	2.7	\$ 74.71	\$ 4.63	\$ 1.08	\$ 7.10	\$ 4.41	\$ 14.89	\$ 0.27	\$ 0.14	\$ 0.14	\$ 0.27	\$ 0.04	\$ 107.84
10/16/2022	Lyons, John	10/5/2022 8:00	Reg	4	\$ 110.68	\$ 6.86	\$ 1.60	\$ 10.51	\$ 6.53	\$ 22.06	\$ 0.40	\$ 0.21	\$ 0.21	\$ 0.40	\$ 0.06	\$ 159.73

10/16/2022 Smith, Joshua	10/5/2022 8:39 Reg	4.13	\$	88.34	\$	5.48	\$	1.28	\$	8.39	\$	5.21	\$	12.27	\$	0.56	\$	0.15	\$	0.53	\$	0.08	\$	0.50	\$	122.79
10/16/2022 Lyons, John	10/6/2022 12:00 Reg	5.5	\$	152.19	\$	9.44	\$	2.21	\$	14.46	\$	8.98	\$	30.33	\$	0.55	\$	0.29	\$	0.56	\$	0.09	\$	0.58	\$	219.68
10/16/2022 Smith, Joshua	10/6/2022 15:00 Reg	3.58	\$	76.58	\$	4.75	\$	1.11	\$	7.28	\$	4.52	\$	10.63	\$	0.49	\$	0.13	\$	0.46	\$	0.07	\$	0.43	\$	106.45
10/16/2022 Sine, Theodore	10/7/2022 8:26 Reg	4.57	\$	117.86	\$	7.31	\$	1.71	\$	11.20	\$	6.96	\$	27.24	\$	0.51	\$	0.26	\$	0.50	\$	0.08	\$	0.52	\$	174.15
10/16/2022 Biller, Andrew	10/7/2022 8:59 Reg OT	3.5	\$	102.27	\$	6.34	\$	1.48	\$	9.72	\$	6.04	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	125.85
10/16/2022 Lyons, John	10/11/2022 8:00 Reg	4	\$	110.68	\$	6.86	\$	1.61	\$	10.52	\$	6.53	\$	22.06	\$	0.41	\$	0.21	\$	0.41	\$	0.07	\$	0.42	\$	159.75
10/16/2022 Sine, Theodore	10/12/2022 13:50 Reg	3	\$	77.37	\$	4.80	\$	1.12	\$	7.35	\$	4.57	\$	17.88	\$	0.33	\$	0.17	\$	0.33	\$	0.05	\$	0.34	\$	114.31
10/16/2022 Smith, Joshua	10/13/2022 6:53 Reg	1.12	\$	23.96	\$	1.49	\$	0.35	\$	2.28	\$	1.41	\$	3.33	\$	0.15	\$	0.04	\$	0.14	\$	0.02	\$	0.13	\$	33.30
10/16/2022 Biller, Andrew	10/13/2022 12:09 Reg OT	3.43	\$	100.22	\$	6.21	\$	1.45	\$	9.52	\$	5.91	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	123.31
10/16/2022 Smith, Joshua	10/14/2022 10:19 Reg	4.32	\$	92.40	\$	5.73	\$	1.34	\$	8.78	\$	5.45	\$	12.83	\$	0.59	\$	0.16	\$	0.55	\$	0.09	\$	0.52	\$	128.44
10/16/2022 Lyons, John	10/14/2022 13:00 Reg	2.5	\$	69.18	\$	4.29	\$	1.01	\$	6.57	\$	4.08	\$	13.79	\$	0.25	\$	0.13	\$	0.26	\$	0.04	\$	0.27	\$	99.85
10/16/2022 Smith, Joshua	10/14/2022 13:00 Reg	6.1	\$	130.48	\$	8.09	\$	1.89	\$	12.40	\$	7.70	\$	18.12	\$	0.83	\$	0.23	\$	0.78	\$	0.12	\$	0.73	\$	181.37
10/16/2022 Lyons, John	10/15/2022 7:30 Reg	4.2	\$	116.21	\$	7.20	\$	1.69	\$	11.04	\$	6.86	\$	23.16	\$	0.42	\$	0.22	\$	0.43	\$	0.07	\$	0.44	\$	167.74
10/30/2022 Sine, John	10/18/2022 8:00 Reg OT	4	\$	166.02	\$	10.29	\$	2.41	\$	15.77	\$	9.80	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	204.29
10/30/2022 Carroll, Brandon	10/18/2022 8:00 Reg	4	\$	82.40	\$	5.11	\$	1.19	\$	7.83	\$	4.86	\$	9.35	\$	0.40	\$	0.06	\$	0.40	\$	0.06	\$	0.36	\$	112.02
10/30/2022 Minnick, Matthew	10/18/2022 8:00 Reg OT	3	\$	89.28	\$	5.54	\$	1.29	\$	8.48	\$	5.27	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	109.86
10/30/2022 Tabor, Johanna	10/18/2022 8:56 Reg	2.95	\$	56.05	\$	3.48	\$	0.81	\$	5.32	\$	3.31	\$	9.96	\$	0.43	\$	0.06	\$	0.43	\$	0.07	\$	0.34	\$	80.26
10/30/2022 Smith, Joshua	10/19/2022 8:22 Reg	3.57	\$	77.79	\$	4.82	\$	1.13	\$	7.39	\$	4.59	\$	10.60	\$	0.48	\$	0.13	\$	0.46	\$	0.07	\$	0.43	\$	107.89
10/30/2022 Lyons, John	10/20/2022 6:00 Reg OT	9.8	\$	406.75	\$	25.22	\$	5.90	\$	38.64	\$	24.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	500.51
10/30/2022 Smith, Joshua	10/20/2022 18:35 Reg	1.5	\$	32.69	\$	2.03	\$	0.47	\$	3.11	\$	1.93	\$	4.45	\$	0.20	\$	0.06	\$	0.19	\$	0.03	\$	0.18	\$	45.34
10/30/2022 Smith, Joshua	10/21/2022 7:39 Reg	11.45	\$	249.50	\$	15.47	\$	3.62	\$	23.70	\$	14.72	\$	34.01	\$	1.55	\$	0.43	\$	1.47	\$	0.23	\$	1.38	\$	346.08
10/30/2022 Tabor, Johanna	10/21/2022 9:45 Reg	3.78	\$	71.82	\$	4.45	\$	1.04	\$	6.82	\$	4.24	\$	12.77	\$	0.55	\$	0.08	\$	0.55	\$	0.09	\$	0.44	\$	102.85
10/30/2022 Megeath, Leah	10/21/2022 10:14 Reg OT	7.38	\$	197.71	\$	12.26	\$	2.87	\$	-	\$	11.67	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	224.51
10/30/2022 Tabor, Johanna	10/21/2022 15:38 Reg	1.18	\$	22.42	\$	1.39	\$	0.33	\$	2.13	\$	1.32	\$	3.99	\$	0.17	\$	0.03	\$	0.17	\$	0.03	\$	0.14	\$	32.12
10/30/2022 Lyons, John	10/23/2022 13:00 Reg OT	4	\$	166.02	\$	10.30	\$	2.41	\$	15.78	\$	9.80	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	204.30
10/30/2022 Smith, Joshua	10/23/2022 14:58 Reg	1.27	\$	27.67	\$	1.72	\$	0.40	\$	2.63	\$	1.63	\$	3.77	\$	0.17	\$	0.05	\$	0.16	\$	0.03	\$	0.15	\$	38.38
10/30/2022 Tabor, Johanna	10/24/2022 7:56 Reg	7.97	\$	151.43	\$	9.39	\$	2.20	\$	14.39	\$	8.94	\$	26.92	\$	1.16	\$	0.17	\$	1.16	\$	0.18	\$	0.93	\$	216.87
10/30/2022 Biller, Andrew	10/24/2022 11:31 Reg OT	5.08	\$	148.44	\$	9.20	\$	2.15	\$	14.10	\$	8.76	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	182.65
10/30/2022 Tabor, Johanna	10/25/2022 7:58 Reg	7.72	\$	146.68	\$	9.09	\$	2.13	\$	13.93	\$	8.66	\$	26.07	\$	1.12	\$	0.16	\$	1.13	\$	0.18	\$	0.90	\$	210.05
10/30/2022 Biller, Andrew	10/25/2022 8:11 Reg	4.608	\$	89.77	\$	5.57	\$	1.30	\$	8.53	\$	5.30	\$	16.45	\$	0.53	\$	0.08	\$	0.54	\$	0.08	\$	0.45	\$	128.59
10/30/2022 Megeath, Leah	10/25/2022 9:31 Reg OT	4.67	\$	125.11	\$	7.76	\$	1.81	\$	-	\$	7.38	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	142.06
10/30/2022 Wilson, George	10/25/2022 9:48 Reg OT	2.77	\$	108.69	\$	6.74	\$	1.58	\$	10.33	\$	6.41	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	133.75
10/30/2022 Longerbeam, Trevor	10/25/2022 9:59 Reg OT	4.02	\$	119.64	\$	7.42	\$	1.73	\$	11.37	\$	7.06	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	147.22
10/30/2022 Lyons, John	10/26/2022 8:00 Reg	10.8	\$	298.84	\$	18.53	\$	4.33	\$	28.39	\$	17.63	\$	59.55	\$	1.09	\$	0.56	\$	1.09	\$	0.17	\$	1.14	\$	431.32
10/30/2022 Tabor, Johanna	10/26/2022 8:38 Reg	7.73	\$	146.87	\$	9.11	\$	2.13	\$	13.95	\$	8.67	\$	26.11	\$	1.12	\$	0.16	\$	1.13	\$	0.18	\$	0.90	\$	210.33
10/30/2022 Sine, Theodore	10/26/2022 9:00 Reg	8	\$	206.32	\$	12.79	\$	2.99	\$	19.60	\$	12.18	\$	47.69	\$	0.89	\$	0.45	\$	0.88	\$	0.14	\$	0.91	\$	304.84
10/30/2022 Carroll, Brandon	10/26/2022 13:15 Reg	3.08	\$	63.45	\$	3.93	\$	0.92	\$	6.03	\$	3.74	\$	7.20	\$	0.31	\$	0.05	\$	0.31	\$	0.05	\$	0.28	\$	86.27
10/30/2022 Lyons, John	10/27/2022 7:30 Reg OT	4	\$	166.02	\$	10.29	\$	2.41	\$	15.77	\$	9.80	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	204.29
10/30/2022 Sine, Theodore	10/27/2022 10:00 Reg	8.52	\$	219.73	\$	13.62	\$	3.19	\$	20.87	\$	12.97	\$	50.79	\$	0.95	\$	0.48	\$	0.93	\$	0.15	\$	0.97	\$	324.65
10/30/2022 Tabor, Johanna	10/27/2022 11:26 Reg	5.57	\$	105.83	\$	6.56	\$	1.53	\$	10.05	\$	6.25	\$	18.81	\$	0.81	\$	0.12	\$	0.81	\$	0.13	\$	0.65	\$	151.55
10/30/2022 Carroll, Brandon	10/27/2022 12:35 Reg	5.5	\$	113.30	\$	7.02	\$	1.64	\$	10.76	\$	6.69	\$	12.85	\$	0.55	\$	0.08	\$	0.56	\$	0.09	\$	0.49	\$	154.03
10/30/2022 Lyons, John	10/28/2022 7:30 Reg	3.15	\$	87.16	\$	5.40	\$	1.27	\$	8.28	\$	5.15	\$	17.37	\$	0.32	\$	0.16	\$	0.32	\$	0.05	\$	0.34	\$	125.81
10/30/2022 Lyons, John	10/28/2022 7:30 Reg OT	2.25	\$	93.38	\$	5.79	\$	1.35	\$	8.87	\$	5.51	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	114.90
10/30/2022 Tabor, Johanna	10/28/2022 8:40 Reg	7.38	\$	140.22	\$	8.69	\$	2.03	\$	13.32	\$	8.27	\$	24.93	\$	1.07	\$	0.16	\$	1.08	\$	0.17	\$	0.86	\$	200.80
		342.708	\$	9,418.50	\$	583.95	\$	136.57	\$	864.08	\$	555.83	\$	1,084.96	\$	29.66	\$	10.05	\$	29.23	\$	4.64	\$	27.64	\$	12,745.09



EMS Supply and Asset Management System

Proposal
for

**Jefferson County
Emergency
Services Agency**

PREPARED BY:

Tim Garcia

Apptricity Corporation
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Executive Summary

Apptricity Corporation is pleased to submit our proposal to Jefferson County Emergency Services Agency for a complete enterprise RFID Asset/Inventory Tracking Solution. Our Enterprise Asset and Inventory Management solution coupled with our professional services support and implementation services will provide Jefferson County Emergency Services Agency with an integrated EMS Supply and Asset Management System, providing effective management and tracking of assets while offering the ability to further expand and automate these capabilities in the future. The Apptricity® solution is a role and permissions-based application that is configured to meet or exceed the requirements gathered from the bid invitation and specifications, detailed in the RFP documentation.

This proposal presents the Apptricity® industry-leading IoT solution; a comprehensive end-to-end integrated solution that provides accurate, real-time inventory and asset management capability (including asset tracking, depreciation, and disposition) providing full visibility of all assets and inventory throughout the Jefferson County Emergency Services Agency system. Although the RFP only requires a RFID solution, Apptricity® represents the only commercially available solution which combines software, world class Barcode, RFID, Bluetooth, LTE, and Satellite technology, developed and deployed by our industry leading innovation team. The effectiveness of our technology solutions has been demonstrated across organizations and all industry verticals.

As desired, our solution may also be integrated with Jefferson County Emergency Services Agency current ERP solution through Apptricity's Integration Engine. The system is entirely scalable to meet the needs of Jefferson County Emergency Services Agency over time. As testimony to our scalability, Apptricity has individual clients currently tracking over 75,000,000 assets across 110 different countries. Additionally, the application is easily configurable and customizable by Jefferson County Emergency Services Agency system and application administrators who will receive certification training from Apptricity.

Key benefits of the Apptricity® solution are:

- Improved asset tracking and inventory processes;
- Automated data collection and reconciliation;
- Reduced product and supply shortages and stockpiling;
- Supports all RFID Specifications
- Reduction or elimination of misdirected and misplaced equipment and supplies;
- Increased overall visibility of Jefferson County Emergency Services Agency assets, as they are deployed;
- And complete, seamless access to custodial history of assets and inventory.
- Dynamic routing based on work order and real time floor by floor, room by room, vehicle and facility inventory capabilities.
- Apptricity Indoor Positioning System allow us to track any animate or inanimate object with 2 feet utilizing our Bluetooth Beacon technology

Our proposal provides these important elements to meet the needs of Jefferson County Emergency Services Agency and in the years to come.

If chosen the selected RFID hardware devices comply with the all the required set forth in the RFP which guarantees future enhancements in passive RFID tag design and can be leveraged without any changes to your installed equipment and if optional components are selected, the latest antenna and wireless systems design will be employed along with state-of-the-art manufacturing, assuring high quality results in data collection and life span of installed systems.

Apptricity recognizes the importance of accurate asset and inventory management with better control being key to efficiently deliver the desired reliable solution.

As a valued partner, Apptricity will work with Jefferson County Emergency Services Agency staff to configure the solution to their needs via built-in administrative tools. Jefferson County Emergency Services Agency administrators can vary the configuration as needs change without the need for software programmers or additional Professional Services efforts.

Apptricity will orchestrate a smooth installation of a Software-as-a-Service (SaaS) model and enable you to achieve a return on investment (ROI) quickly. Apptricity is a provider that delivers scalable, configurable solutions that integrate smoothly with 3rd party inventory and asset data sources. Upgrades are performed quickly and at a minimal cost. The system itself is adaptable to the way you work instead of requiring you to modify your processes to fit a predetermined application structure. Apptricity's solutions is flexible and collaborative.

Our proven technology is so adaptable that it can be configured, integrated, and deployed faster than any enterprise solution currently on the market. Apptricity's migration facility easily maintains the unique configurations, business rules and workflow of its customers as new releases are implemented. The result is a field proven enterprise solution that fits Jefferson County Emergency Services Agency business needs and can use all the latest asset and inventory technologies including Bluetooth Technology, RFID, LTE, WiFi and GPS.

Corporate Overview

Appticity Corporation is the Global Leader in delivering Real- Time Enterprise Asset, Inventory and Field Services solutions. We provide continuous asset/ inventory tracking solutions with the most clear, accurate and dependable asset/inventory monitoring and data intelligence available. Appticity solutions mobilize any enterprise with unprecedented levels of real-time information and business intelligence so management has visibility into every action and transaction within the enterprise and among its partners, customers and suppliers. Our platform enables us to address the universal objectives of business, government and the US military with accelerated business processes, ROI and 360 degree command visibility. Appticity provides a Secure Private Cloud Hosted Enterprise Environment in a SOC1, SOC2, SOC3, SSAE16, FedRamp High and global ISO27001 environment.

360 Degree Visibility

Our integrated suite of applications integrate seamlessly with your existing ERP system(s). We can provide you with granular life-cycle details of whatever assets/inventory you are tracking from location to maintenance repair, product warranties to department allocations, shelf life, expiration dates, real-time inventory levels and so much more.

With our Enterprise Asset Management solution, you can also manage your assets across your organization providing asset tracking employee, location utilization anywhere on the globe. With online incident and work-order reporting that documents asset problems and defects, you get valuable information that lets you determine the life of your assets.

Power of IOT

IoT or “The Internet of Things” refers to the relationship of all internet-connected physical devices. These devices use sensor technology to share data with other machines that are also connected to the internet. Appticity’s world class and patent pending tags, beacons, and controllers enable organizations to track and monitor their assets and inventory, indoors or outdoors, anywhere in the world. I-Connect Devices allow you to track items with Barcode, Bluetooth and RFID tags. RTLS/GPS tags allow you to track items with Satellite or through any LTE network.

Jefferson County Emergency Services Agency intends to implement an Enterprise Inventory and Asset Management system, with the following capabilities

1. Recording inventory levels of EMS consumable supplies kept in stockrooms at up to 8 locations and on 10 ambulances and two rapid response vehicles, without requiring a manual count of items. **Standard Out of the Box Feature.**

Apptricity Asset provides 360° visibility and control across the life cycle of every asset. Containing a unified suite of modules, it seamlessly integrates with your existing ERP systems to enable granular detail specific to: maintenance repair, product warranties, lifecycle management, incident reporting (with the ability to track cost), department allocations, and depreciation. Now you can manage assets across your organization by employee, location, and other variables, with online incident reporting that documents problems, tracks defects, and provides valuable information to determine asset life. Through Apptricity Asset Management, you can track the value and useful life of each asset in real-time data. With graphical lifecycle and depreciation information, you can easily determine remaining service and asset valuation, in addition to attached warranty information. Track assets when received, assigned, maintained or retired, including status by location and assignment to employees. You can even add, transfer, and assign assets in batches in order to speed your assignment processes.

Apptricity's I-Connect controllers are hardware units designed to give you total visibility into the location of your vehicle, along with the assets and inventory located inside them. Each I-Connect unit has antennas attached to scan for RFID, BLE, or any other sensor tracking technology you use. By pairing a sensor tracking tag with the individual items in your fleet and associating the tag with an item tracked in Apptricity Asset Inventory Management System, you will always know what assets and inventory are in each vehicle. Each I-Connect controller can then communicate this information back to the web via LTE or WiFi communication.

2. Recording expiration dates and, where applicable, lot numbers of all items and medications, and tracking where and when members of said lots or expirations dates are stored or removed from circulation. **Standard Out of the Box Features. Additionally we will notify which product/inventory is reaching their expiration period in the application and by reports.**



- Recording the type, name, and location of various assets (i.e., small equipment) along with maintenance schedules for each type.

Standard Out of the Box Feature

This is part of our Service Schedule Module as well as our Work Order Module

Apptricity's Work Order and Service Module allows you to centralize all your maintenance calendar, tasks and assign them to technicians in the field. This web and mobile solution allow users to create work orders on the web, which can then be assigned to technicians in the field. Additionally pre-defined service schedules can be scheduled based on specific requirements that are needed. From the mobile application, technicians can view their work load for the day. As technicians complete their work orders, time logged, and inventory used to complete the job are sent to the web for reporting.

- Recording the type, name, location and details of maintenance and repairs made to each vehicle.

Standard Out of the Box Feature - Service Schedule Module and our Work Order Module

- Receiving requests for vehicle repair, including the vehicle ID, problem being reported, and other pertinent information and making those requests visible to specified users or groups.

Standard Out of the Box Feature - Service Schedule Module and our Work Order Module

- Satisfying controlled substance chain of custody requirements established by the DEA and WVOEMS. **Standard Out of the Box Feature. Apptricity also has the ability to create specific workflow for controlled substances**



We Manage Over 25 Billion Assets and Inventory Worldwide

Total Value of Assets and Inventory we track is approaching a Trillion Dollars

7. Producing reports for all the above functions, with the ability to customize reports at no additional cost.
Apptricity provides Standard – Out- of The Box reports with Semi-Ad-Hoc reporting capability. Apptricity additionally offers a Professional Reporting Module, that an end user can create his or her own adhoc reports.
8. Recording inventory levels for non-EMS consumables, such as uniform items.

Standard Out of the Box Feature – Can track inventory levels as well as who was assigned the items.

9. Recording assets, such as computers and EMS equipment, for up to 100 different items
Standard Out of the Box Feature

The intention of the request is that the selected supplier will provide a complete solution that provides access from both desktop and mobile devices. The selected system will provide access to users, in varying roles, allowing the performance of routine tasks associated with asset and inventory tracking & management to be conducted by personnel at each of the JEFFERSON COUNTY EMERGENCY SERVICES AGENCY locations as needed.

Our Approach:

Scope of Services: **This proposal is for the implementation of a comprehensive Asset and Inventory Management System that is capable of ingesting existing Jefferson County Emergency Services Agency data in its existing form.** Apptricity will assist with the conversion of this data into a format compatible with the data structure existing within the Apptricity offering.

Apptricity will provide Jefferson County Emergency Services Agency a complete, turn-key solution, enabling your organization to track your assets and inventory lifecycle, from the moment items are added, continuing through their disposition.

Our solution will be comprised of the following components:

- End User licenses for Apptricity's Web-based Control Console, for named users, which will provide Jefferson County Emergency Services Agency users real- time visibility of assets, with the ability to access the Control Console whether on-premise at Jefferson County Emergency Services Agency campus locations or anywhere an end user has secure access to the cloud-based application. The Control Console will be tailored for Jefferson County Emergency Services Agency specific needs.
- End User licenses for Apptricity's IOS and Android Mobile Application, allowing users track assets and inventory in real time, as well as enabled Check-in/Check-out capabilities.
- Device Licenses to collect RFID information.
- Ongoing support and maintenance of software and hardware components of the Apptricity solution for the term of the relationship.

Upon completion of implementation, each of the above components will work together, in concert, to provide full

visibility to Jefferson County Emergency Services Agency assets and inventory overall as well as at each location and will provide information as to the status of those assets.

Status will include physical location, quantities on-hand, warranty status of powered-on devices, age of assets, alerts for low inventory and myriad other data points, as required.

Complete asset and inventory visibility on all tagged equipment within each vehicle.

Jefferson County Emergency Services Agency administrators will be able to customize access, login views, customize data fields, administer login privileges, and have full access to all the functionality of both the Control Console and Mobile Application.

Apptricity does not provide our applications on a limited basis. Each user will have full access to all the features we offer, with any curtailing of privileges for users to be determined by Jefferson County Emergency Services Agency system administrators.

Apptricity anticipates a 60 – 90 day solution implementation with immediate access to the Apptricity Control Console and Mobile Application.

Solution implementation will require some limited interaction and participation by the Jefferson County Emergency Services Agency team, with Apptricity doing 80%+ of the work. The remaining 20% will be guided by Apptricity and generally involves interaction from our clients for floor and room access, as well as conversation and training of Jefferson County Emergency Services Agency employees.



Our team will support Jefferson County Emergency Services Agency with best practices learned through myriad client engagements. It is understood that the implementation of the project will be a joint responsibility of both Jefferson County Emergency Services Agency and Apptricity's Implementation Team. Also, a definitive, detailed

project plan will be developed by Apptricity after contract award and completion of the Initiation/Kick-off meeting between the Apptricity and Jefferson County Emergency Services Agency project teams.

Professional Services

Apptricity will assign a Professional Services (Implementation) team analyst(s) to ensure the most accurate configuration of hardware and software, maximizing efficiencies and minimizing costs.

Training will be provided by Apptricity and will include documentation and personal webinars or on-site, training, if desired. For purposes of this proposal, all training is presumed to be provided via web conference.

A successful implementation/deployment is dependent upon the cooperation between the Apptricity and Jefferson County Emergency Services Agency Project Teams. Generally, this cooperative work structure means:

- Jefferson County Emergency Services Agency and Apptricity will put forth their best efforts to meet all required deliverable dates outlined and agreed as part of the project.
- Apptricity and Jefferson County Emergency Services Agency will provide appropriate subject matter experts (SMEs) who will be available for interview during the Discovery and Testing phases of the project.
- Jefferson County Emergency Services Agency will provide timely review/validation of interview results and iterative releases.
- Apptricity will make needed updates based upon Jefferson County Emergency Services Agency reviews on a timely basis per the project plan.
- Apptricity and appropriate Jefferson County Emergency Services Agency personnel will attend all scheduled process interviews, technical meetings, and signoff meetings.

Apptricity anticipates the following major tasks to be completed during this project:

- 1) **Project Initiation/Kickoff Meeting.** A meeting will be held as soon as practicable after contract award. This meeting will introduce all Project Team members and begin the Discovery Phase of the project.
 - Agreement of the deliverables/requirements as outlined in the Statement of Work (SOW) in the Contract.
 - Walk through of our approach.
 - Document a provisional timeline – to be confirmed with the Customer’s input.
 - Identify the required client data elements and data formats.
 - Identify any pertinent policy and procedure documentation.
 - Identify and assign project roles and responsibilities.
 - Establish an exception/issue escalation and resolution protocol.
 - Review and concurrence of our project milestones and signoff checkpoints.
 - Finalize our communication plan and project status update process.
 - Confirm the application’s design, process and concept.
- 2) **Create and Implement the Project Plan.** Apptricity works collaboratively with customers to prepare multiple project documents which are an integral part of Apptricity’s overall program management. These documents provide a comprehensive tool set to plan, track, and manage the project, and are

essential to keeping projects on schedule and on budget. Upon contract award, Apptricity will work with Jefferson County Emergency Services Agency project team to build the following documents:

- Requirements Document
- Work Breakdown Structure (WBS) and Schedule
- Deployment Schedule

3) Create the required environments for the project.

- Set-up Base Application Environment
- Establish file transfer encryption process.
- Collect the input data (asset, inventory, User, GL) required and configure the data loads.
- Identify the user roles/permissions, business rules and workflows/hierarchical structure.
- Test/QA each area of the Application's Environment.

4) Configure base application to meet Jefferson County Emergency Services Agency requirements.

If the need to perform customization to the base application is discovered, Apptricity will develop and present a Statement of Work defining the effort and scope of the customization.

5) Complete Data Migration. Apptricity will import and integrate data mapping as required by the project definition/scope or work with Jefferson County Emergency Services Agency staff to accomplish data integration.

- Ensure the identified interfaces/batch jobs are complete and accurate.
- Confirm all data loads, User roles/permissions, business rules and workflows/hierarchical structure.
- Confirm the deployment plan timeline including user acceptance testing (UAT), cut- over plans, any additional training requirements and target go-live.
- Provide System Admin and User Training as defined in the contract.
- Initiate Customer login credentials.
- Provide any additional User, Approver, Audit and Admin training.

6) Testing and Go-Live Preparation. Testing is a continual process designed to confirm configuration, stability and performance of the deployed application. Apptricity will review and update the Go-Live Plan developed during the discovery phase.

- Perform readiness review and walkthrough with Jefferson County Emergency Services Agency MEs and UAT signoff.
- Go vs. No Go decision for go-live.
- Clear all testing and training data and move the project into Production.

7) Provide training to Jefferson County Emergency Services Agency personnel per contract agreement.

8) Provide Post-Production Support to Jefferson County Emergency Services Agency.

- Customer Support will be available to assist with any system issues post go-live. Professional Services will share any observations and recommendations for best practice opportunities.
- Any issues will be first addressed by Customer Support for determination of next steps.
- After users have a chance to use the system (approximately 30 days after go-live), Professional Services will conduct a Post-Go-Live Review to ensure stabilization. We want to hear User's feedback, concerns, issues, etc.
- In addition, Professional Services will conduct a Post Stabilization Review, approximately 60 days after Post Go-Live, to ensure the system is working well and requirements are met.

Project Team

Timothy D Garcia. – Executive Sponsor

Ralph McCoy – Project Lead (DoD Secret Clearance)

Mark Oliver – Project Co-Lead (DoD Secret Clearance)

Justin Garcia – IoT Project Lead (Awaiting DoD Clearance)

Stephen Gaines – Application Programmer Analyst – (Background Check Completed)

Jo McMinn – Senior System Programmer - (DoD Secret Clearance)

It is understood and agreed that Apptricity's services may include advice and recommendations, but all decisions about the implementation of such advice and recommendations shall be the responsibility of, and made by, Jefferson County Emergency Services Agency Management Team.

Why Apptricity?

Apptricity places our clients at the center of all we do. We not only work closely with our clients prior to the sale, we stay close after the sale to assist with the initiatives that are important to their businesses. From contract signature, through solution implementation to being a true technology solution partner, our team is here for you. While we're proud of our technology and the value it provides to our clients, our team of employees are our most important asset, working passionately to provide world-class service to our growing client base.

About Apptricity

Headquartered in Irving, TX, USA, Apptricity Corporation is the Global Leader in delivering Real-Time Enterprise Asset and Inventory Enterprise solutions. We provide continuous asset/ inventory tracking supply chain execution solutions with the most clear, accurate and dependable asset/inventory monitoring and data intelligence available. Apptricity solutions mobilize any enterprise with unprecedented levels of real-time information and business intelligence enabling visibility into every action and transaction within the enterprise and among its partners, customers and suppliers.

Our platform enables us to address the universal objectives of business, government and the US military with accelerated business processes, ROI and 360-degree command visibility. Apptricity is the only company that provides a Secure Private Cloud Hosted Enterprise Environment in a SOC1, SOC2, SOC3, SSAE16, FedRamp High and global ISO27001 environment.

Apptricity Provides Hosted Services/SaaS Capabilities

Apptricity Corporation provides several services for its clients that are included in its hosted service fees including:

- Hourly Database Back-Ups to our off-site storage facility
- Daily Backups of images to our offsite storage facility
- 7X24 hour monitoring of applications
- PCI-DSS Level One Certification
- High Availability / Full Redundancy

Apptricity Datacenter Cloud Certifications and Capabilities

Apptricity Corporation datacenters carry several certifications including:

Secret Internet Protocol Router Network (SIPRNet)

The Secret Internet Protocol Router Network (SIPRNet) is the United States Department of Defense network for the exchange of classified information and messages at the SECRET level. It supports the Global Command and Control System, the Defense Message System, and numerous other classified warfighting and planning applications. Although the SIPRNet uses the same communications procedures as the Internet, it has dedicated and encrypted lines that are separate from all other communications systems. It is the classified counterpart of the Unclassified but Sensitive Internet Protocol Router Network (NIPRNet), which provides seamless interoperability for unclassified combat support applications and controlled access to the Internet.

Apptricity's experience supporting SIPRNet implementations of our software included completing a Certificate of Noteworthiness (CON) through the Defense Information Systems Agency (DISA) evaluation and integrated planning activities associated with go-live once approved. The SIPRNet deployment only supports approved devices that were directly connected to the SIPRNet with no remote access or Virtual Private Network (VPN) capabilities.

Non-Classified Internet Protocol Router Network (NIPRNet)

The NIPRNet is the United States government unclassified IP data service for internet connectivity and information transfer supports Department of Defense (DoD) applications such as e-mail, web services, and file transfer. The SBU IP Data service also provides DoD customers with centralized and protected access to the public internet. NIPRNet provides support to SBU IP Data telecommunication services for combat support applications to the DoD, Joint Chiefs of Staff (JCS), Military Departments (MILDEPS), Combatant Commands (COCOM), and senior leadership. It provides seamless, interoperable, common user IP services to customers with access data rates ranging from 56 kilobits per second (Kbps) to 2.4 gigabits per second (Gbps) via direct connections to a NIPRNet router, and services to the Tactical community via Integrated Tactical-Strategic Data Network /Standard Tactical Entry Point (ITSDN/STEP) sites. It also provides access to the internet through controlled Internet Access Points. Apptricity's experience supporting NIPRNet implementations of our software included completing a

Certificate of Noteworthiness (CON) through the Defense Information Systems Agency (DISA) evaluation and integrated planning activities associate with go-live once approved. The NIPRNet direct connections are controlled but does support Virtual Private Network (VPN) capabilities for authorized users. NIPRNet systems are exposed via the Internet but require Common Access Cards (CAC) authentication to connect to the NIPRNet based system. Apptricity's software has integrated support for CAC (Smart Cards) as well as other "Smart Cards" to provide advanced authentication support for government customers.

DoD Joint Worldwide Intelligence Communications System - JWICS (In process)

United States [Department of Defense](#)'s secure intranet system that houses top secret and sensitive compartmented information.

Information Impact Level 4 DoD Provisional Authorization by the Defense Information Systems Agency

This authorization allows all US Department of Defense (DoD) customers and mission partners to leverage controlled unclassified information—data requiring protection from unauthorized disclosure and other mission-critical data including data subject to export control, privacy, or protected health information, or data designated as For Official Use Only, Law Enforcement Sensitive, or Sensitive Security Information.

FedRAMP Provisional Authority

VMware Cloud Government Service, provided by Carpathian, now has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a "do once, use many times" framework that can reduce government organizations' costs, time, and staff required to conduct redundant agency security assessments. U.S. government agencies can now leverage vCloud Government Service to meet the stringent security and privacy requirements of FedRAMP.

ISO/IEC 27001 (Global)

ISO/IEC 27001 is a globally recognized standard for the establishment and certification of an information security management system (ISMS). vCloud Air continues to maintain a current ISO/IEC 27001 Certification and has recently issued updated certification for ISO/IEC 27001:2013.

SOC 1 (SSAE16/ISAE 3402)

Service Organization Control (SOC) 1 reports are conducted in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16 put forth by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA).

SOC 2

The Service Organization Control 2 (SOC 2) report is composed of a comprehensive set of criteria on security, availability, processing integrity, confidentiality, and privacy and is similarly set forth by the American Institute of Certified Public Accountants (AICPA).

SOC 3

Trust Services Report for Service Organizations Control 3 (SOC 3) reports are designed to meet the needs of customers who want assurance on the controls at a service organization related to security, availability, processing integrity, confidentiality, or privacy.

UK G-Cloud 6

Apptricity is now part of the UK G-Cloud 6 program. Operating under the Cloud 6 framework means Apptricity/VMware has been vetted by the UK government and is available for authorized use by the government and public sector organizations in that region.

Customer References

Customer Name: **US Army**

Period of Performance: 2004 - Present

Brief Description of Services Provided: TC-AIMS – Transportation Coordination Automated Information Movement System. We Implemented and Configured our COTS Enterprise Asset/Inventory Software and currently maintains and enhances the solution for the US Army for OCONUS Theater Operations. With ATO's on both Siprnet and Niprnet and JWICS and site FCL Federal Security Clearance. Apptricity Tracks all Personnel, Equipment, Weapons, Rotary Wing Aircraft, Supplies etc., to last mile to Forward Operating Bases.

Is there a CPARS available, yes or no? **Yes**

Customer Name: **Air Force Special Operations Command**

Customer POC/Client Email: **Charles Meador - charles.meador.4@us.af.mil**

Period of Performance: Q4/2021 - Present

Brief Description of Services Provided: We Implemented and Configured our COTS Enterprise Asset/Inventory Software to track sensitive IT Assets and other items

Is there a CPARS available, yes or no? **No**

Customer Name: **Verizon Corporation**

Period of Performance: **2017- Present**

Brief Description of Services Provided: We run Verizon's Inventory Supply Chain. We Implemented and Configured our COTS Enterprise Asset/Inventory Software Solution to track 12.9 Billion dollars of assets and inventory every 5 minutes. Provide them with real-time analytics on all of there assets and inventory in-transit, store location, and warehouses.

Is there a CPARS available, yes or no? **No**

Primary NAICS Codes, Product Lines & Descriptions

NAICS Codes	Description
423430	Computer, Peripheral Equipment and Software Merchant Wholesalers Software Publishers
511210	Data Processing, Hosting and Related Services Custom Computer
518210	Programming Services Computer Systems Design Services
541511	Computer Facilities Management - Hosting
541512	Process, Physical Distribution, and Logistics Consulting Services Other Management
541513	Consulting Services
541614	Computer cable sets (e.g., monitor, printer) manufacturing Earth stations for
541618	satellite communication carriers
334419	
517410	
Product Line Codes	Description
35050	Customer computer application design and development services Database
35052	design and development services
35053	Customization and integration of cross-industry application software
35054	Customization and integration of vertical market application software Other
35055	custom application design and development services

* Additional services available

Licensing Options

- SaaS (Software as a Service)

Information

Apptricity is a Small Business under GSA requirements

Apptricity Corporation

220 E. Las Colinas Blvd, Tower 1 Suite 400

Irving, Texas 75039

214.596.0601 Voice

214.602.4707 Fax

Contact: Timothy D Garcia Email: tgarcia@apptricity.com

Web Address: www.apptricity.com

DUNS Number: 17-177-1111

CAGE Code: 49ZN6

CCR (Department of Defense) Registered

GSA Contract Number: GS-35F-0403T

ATTACHMENTS



Attachment 1



Attachment 2

Apptricity
Supply Chain Execution Software

Mobile Platform

Mobile/Table Feature Set

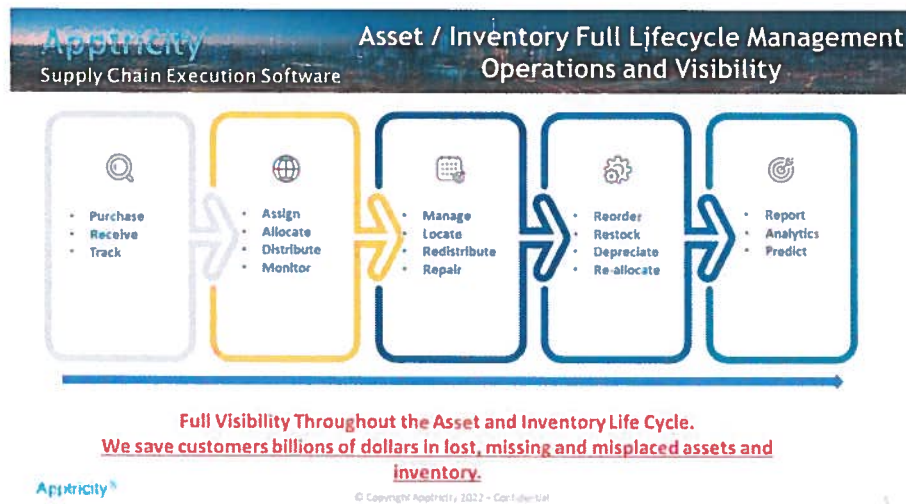
- Find Asset
- Scan Asset
- Assign Asset to Location
- Global Visibility
- Online and Stand Alone Breakaway Mode
- Google / ESRI Map Integration
- Inventory Visibility by Location
- Real-Time data tracking capability
- Barcode and RFID Scanning
- Bluetooth Tracking
- Mobile Field Services
- Mobile Inventory

Apple iOS Android Microsoft


Apptricity®

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Attachment 3




Attachment 4




Supply Chain Execution Software

I-Connect Edge Devices


Apptricity's Patented EDGE I-Connect Controller devices are the smartest mobile tracking solutions on the market. These devices read multiple tracking technology and transmit that data to the web via secure, Bluetooth, WiFi or LTE. Our edge devices provide the M2M (machine to machine) technology to provide real-time analytics on asset/inventory, in-transit visibility, real time location of where your inventory and assets are located as well as, self-life, inventory counts and asset/inventory status. Apptricity provides automated smart systems for full Asset/Inventory visibility.




Our I-Connect Ranger Edge device is a First-In-Class Mobile RFID/Bluetooth Reader. Our largest inter-modal unit can be placed in vehicles, aircraft, ships or rail for real-time tracking of inventory & assets. It includes up to 16 ports. This IoT EDGE device communicates with our Asset, Inventory and Field Service system through Wi-Fi, Bluetooth, LTE 4G, M1, Ethernet, LoRaWAN and Satellite connection.



The I-Connect Scout Edge device offering provides inter-modal capability, and reads RFID/Bluetooth tags. This unit can be placed in vehicles, aircraft, or ships for real-time tracking, in-transit visibility and real-time visibility of inventory and assets. It includes up to 5 ports. This IoT EDGE device communicates with our Asset, Inventory system through Wi-Fi, Bluetooth, LTE 4G, M1, Ethernet, LoRaWAN and Satellite connection.




The I-Connect Petfinder scans Bluetooth Low Energy (BLE) tags. Its smaller size makes it easier to deploy anywhere, allowing you to track your assets and inventory in even the most difficult spaces. This IoT EDGE device communicates with our Asset, Inventory system through Wi-Fi, Bluetooth, LTE 4G, M1, Ethernet, LoRaWAN and Satellite connection.




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Attachment 5




Supply Chain Execution Software

We Integrate with any ERP system anytime



Apptricity's Integration Engine integrates with all enterprise resource planning (ERP) and third party IoT data sources. Integration Engine allows us to solve the biggest issue in customer deployments, integrating with 3rd party data sources.

Apptricity is a development partner with SAP, Oracle, Apple and Microsoft.

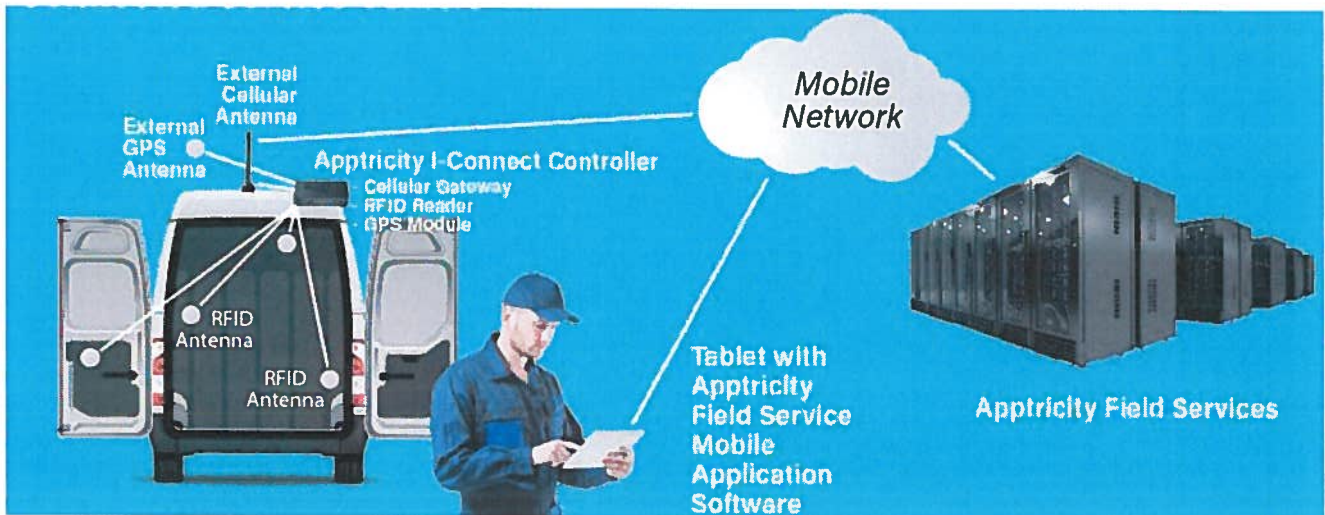


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Attachment 6

EMS Solution Overview for Real-Time Asset and Inventory Tracking for Vehicles

Apptricity provides an In-Transmit Visibility (ITV) Solution that provides real-time tracking of all assets and inventory within your vehicle in real-time. Apptricity has patented RFID scanning technology that can be placed in each vehicle for accurate tracking of all Medical Equipment, Supplies when it enters the vehicle and when it exits the vehicle.



Apptricity Customers with Similar Requirements

- US Army (Support OCONUS deployment for US Army in Theater of Operations, (Korea, Iraq, Afghanistan, Ukraine, Poland, South Korea, Taiwan etc.))
- Verizon Corporation – Tracking 35 million pieces of inventory and assets (12.9 Billion Dollars) every 5 minute. Sending SAP - system of record a 50 GB file every 15 minutes
- Sacramento County Sheriff's Department, California
- San Bernardino Department of Public Health
- City of Saint George Police Department, Utah
- County of Sedgwick, Kansas
- US Army 82nd Airborne
- US Air Force Special Operations Command
- Joint Base Lewis McChord AFB, Washington

- Air Force Special Operations Command
- Joint Base Charleston, AFB South Carolina
- Elmendorf AFB, Alaska
- RAF Lakenheath AFB, UK
- RAF Mildenhall AFB, UK
- L3-Harris
- Austin Travis County EMS

Pricing

Apptricity Corporation - revised		Jefferson County Pr
SaaS - Apptricity Asset Management V7, Private Cloud Hosted		
Software License	Unit Cost	Quantity
Apptricity Asset Inventory Management Back Office Named User,	\$ 1,800.00	1
Apptricity Mobile User	\$ 300.00	1
M2M Apptricity PathFinder User Device Fee	\$ 240.00	1
M2M - LTE Fee	\$ 120.00	1
M2m - Bluetooth Communication Fee	\$ 12.00	1
Total Software Cost		
Training		
End User Application Training Class - (Apptricity University)	\$ 2,500.00	1
System Administration - Asset Mangement (Apptricity University)	\$ 2,500.00	1
Professional Reporting (Apptricity University)	\$ 2,500.00	1
Professional Services		
Implementation - Configure Network, Install Production Server and Staging Server (Not to Exceed)		1
IOT Hardware Devices		
Passive RFID Tags - (15,000) Non Metal	\$ 0.35	1
Passive RFID Tags - (15,000) Metal	\$ 1.50	1
Zebra - RFID/Bluetooth/Scanner Kit	\$ 3,250.00	1
250 Meter Bluetooth Ble Tags	\$ 2.50	1
Apptricity - I-Connect Ranger EMS Vehicle Kit	\$ 1,350.00	1
Apptricity I-Connect Smart Antenna's	\$ 1,385.00	1
Total Hardware Cost		
One Year Cost: Implementation, Hardware, and Software Cost		
Second Year Cost		
Third Year Cost		
Fourth Year Cost		
Notes: Apptricity will host The Production Server and Staging Server on a private SaaS Cloud FedRamp High Single Tenan Apptricity provides 1 hr incremental backups and full monthly backups Apptricity Confidential and Proprietary Information		

Training is included in initial go-live production scenario.

Apptricity can provide separate options to assist Jefferson County Emergency Services Agency requirements

Vehicle(s)

Option 1 – Place a Apptricity I-Connect Ranger Device in each EMS Vehicle

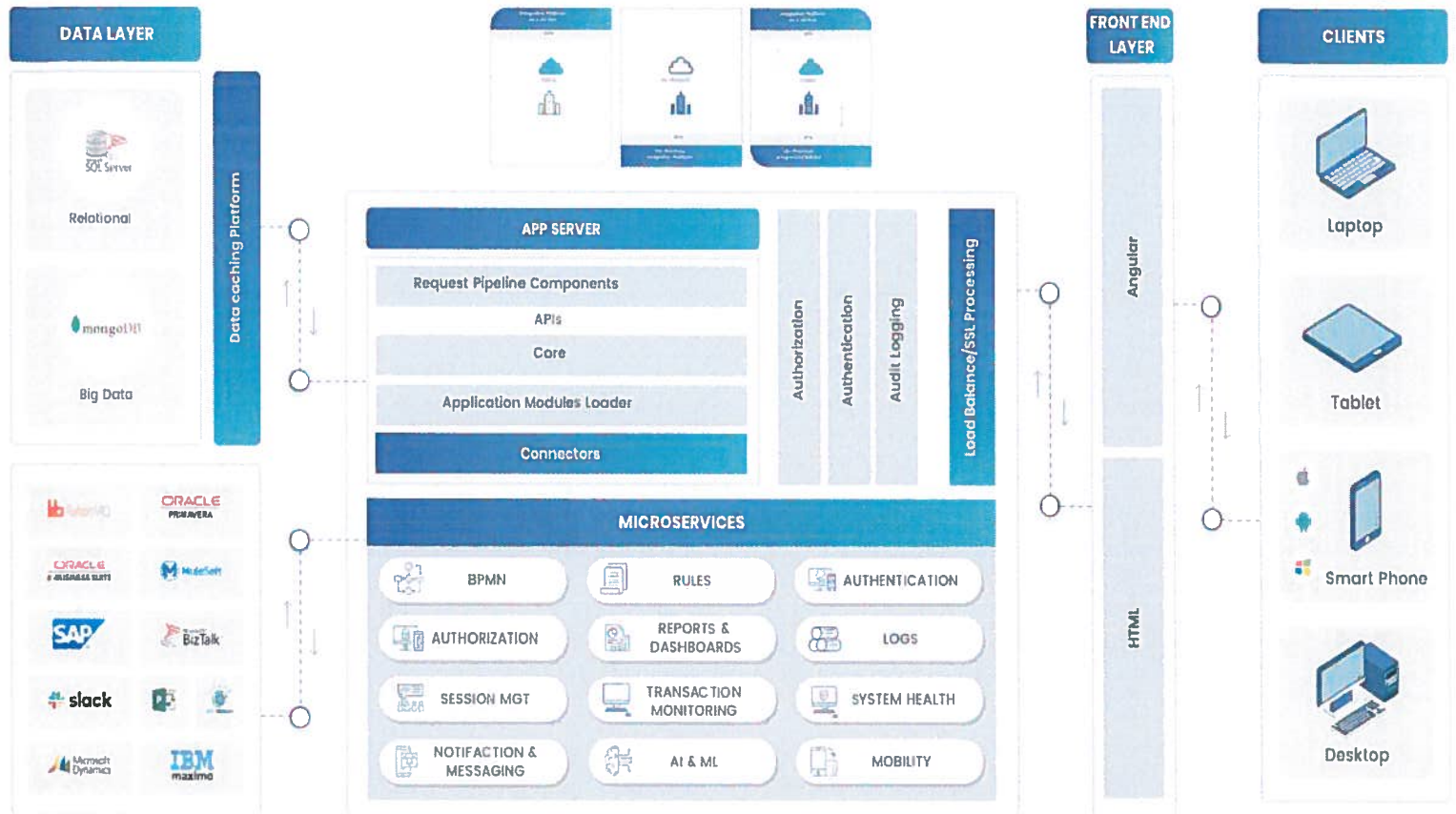
- Apptricity Ranger Device will scan RFID and Bluetooth tagged Items every 2- 5 seconds and provide real -time inventory and asset counts. Can place tags on any equipment. I-Connect device will provide information when assets leave the vehicle and when they are returned to the vehicle. Jefferson Count EMS can have a standard load-out profile for each one of their vehicles with check-in, check out capability. Apptricity can also track all narcotics in the vehicle with a special RFID tag on each vial. If Barcode is needed Personnel can use Apptricity Mobile Application to scan Barcoded tagged items

Option 2 – Use a Handheld RFID Scanner to scan all Barcode, RFID and Bluetooth tags inside the vehicle. This will provide inventory and asset counts every time the vehicle gets scanned by an individual, (i.e. shift change). **Manual Process**

Locations

Option 1 –Place Apptricity I-Connect Scout devices with Smart Antennas at each location

- Place Apptricity I-Connect Scout devices at each inventory location with Apptricity I-Connect Smart Antennas. This will provide real-time tracking of inventory rooms with all asset and inventory that have RFID and Bluetooth Tags associated with them. If Barcode is needed Personnel can use Apptricity Mobile Application can also scan Barcoded tagged items
- Option 2 – Use a Handheld RFID Scanner to scan all Barcode, RFID and Bluetooth Tags at each location. This will provide inventory and asset counts every time the inventory room gets scanned by an individual, (i.e. shift change). **Manual Process.**



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Jefferson County, West Virginia Emergency Services Agency

EMS Supply and Asset Management System

TECHNICAL PROPOSAL

November 21, 2022 3:00 PM ET

Prepared by: Shipcom Wireless, Inc.
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Director
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Jefferson County - West Virginia EMS Supply and Asset Management System

Technical Proposal

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1 Executive Summary/Company Background

Shipcom Wireless, Inc. (Shipcom) is pleased for this opportunity to submit our Request for Proposal (RFP) response to the Jefferson County (the County), West Virginia, for a EMS Supply and Asset Management System solution.

1.1 Introduction

Shipcom brings over 24 years of experience developing, implementing, training and maintaining asset, material and inventory management systems to federal, state, and local governments as well as commercial customers. The foundation of our Inventory Management System is our proprietary commercial off-the-shelf (COTS) **Catamaran NextGen** software platform. Catamaran was launched with its first release V.1 in 2001 and is currently at its version V.15. Catamaran NextGen is a highly robust, proven, and tested system with satisfied clients using it for production critical applications.

Shipcom's software solutions including full scale integration, installation, training, and workflows. The **composable architecture** of our **Catamaran NextGen** system allow us to rapidly configure and implement automated inventory management and asset tracking solutions across a wide range industries to include:

- Medical Inventory and Assets for the Department of Veterans Affairs
- Inventory and web-based Shopping Cart for D.C. Superior Courts
- Inventory for the Houston Independent School District K-12 Nutrition Program
- Materials and Equipment for U.S. Navy Shipbuilding
- Global Parts and Tools Tracking for U.S. Navy Logistics
- Medical Specimens during transport for Harris Health System

Catamaran is a truly next generation platform. We can rapidly customize our commercial off-the-shelf platform **without changes to the source code** of our system. This means that we can deliver fully customized solutions to our clients in a fraction of the time that it takes other companies to develop customized software solutions based on out-of-the box platforms.

Shipcom is constantly innovating **Catamaran NextGen** system to set the pace, remain leading edge and enable clients to improve their supply chain logistics and warehouse management operations. To this end, we continue to focus on research and development (R&D), incorporating AI/ML techniques that can collect, organize and analyze large data sets from disparate legacy systems, with a vision to deliver actionable information to our clients.

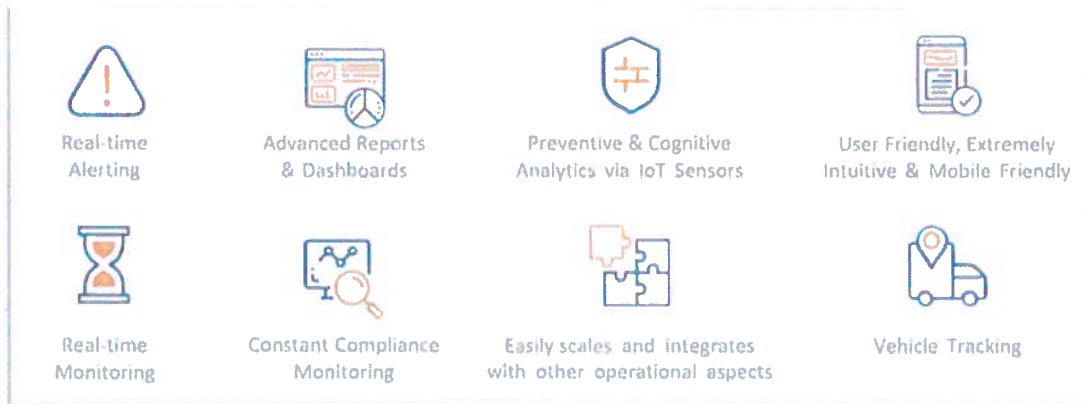


Figure 1. Catamaran delivers the Next Generation of supply chain tracking and logistics technology solutions, from inventory and asset management to GPS fleet tracking and environmental monitoring.

Catamaran NextGen's hardware agnostic properties facilitate easy integration with barcode, active RFID, GPS and IoT sensor technologies to track assets across the inventory management and asset management lifecycle. With these innovative capabilities, Catamaran NextGen allows clients to expand their inventory / asset management capabilities as the needs evolve without major system infrastructure modification or upgrades.

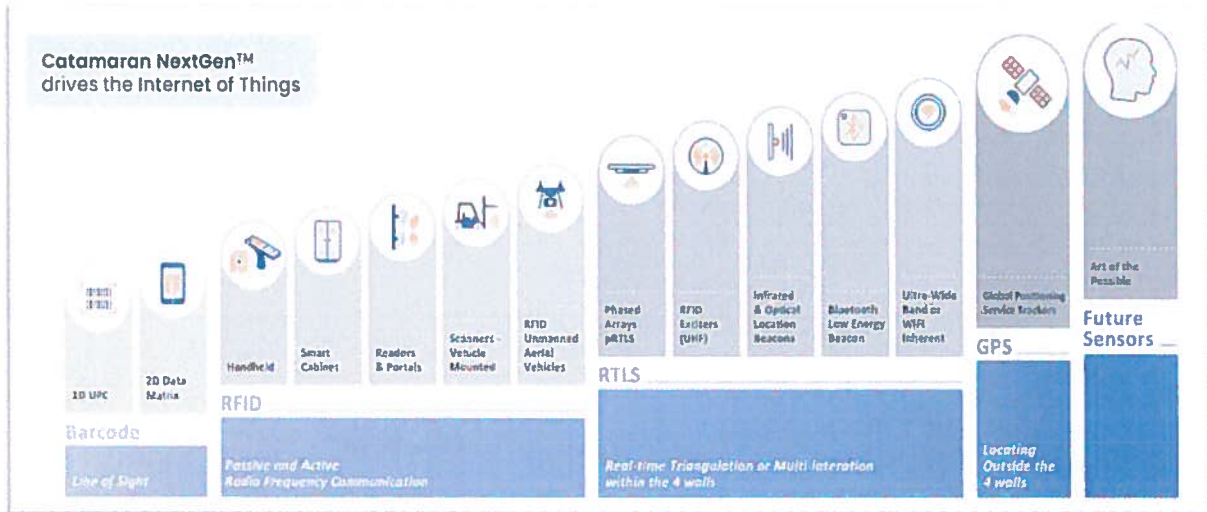


Figure 2. Catamaran NextGen drives the Internet of Things (IoT). Catamaran NextGen pulls intelligence from the edge, delivering required processes and information to the frontline.

Mobile Functionalities –

Catamaran NextGen is a secure, web-based system that allows authorized system users and operations personnel to receive **real-time access** to valuable information regarding inventory and asset status including: item quantities in stock, procurement and purchase order status, maintenance schedules, supplier /vendor details, and a sleuth of other critical supply chain data elements via the **web** or **mobile applications**, both Android and iOS.

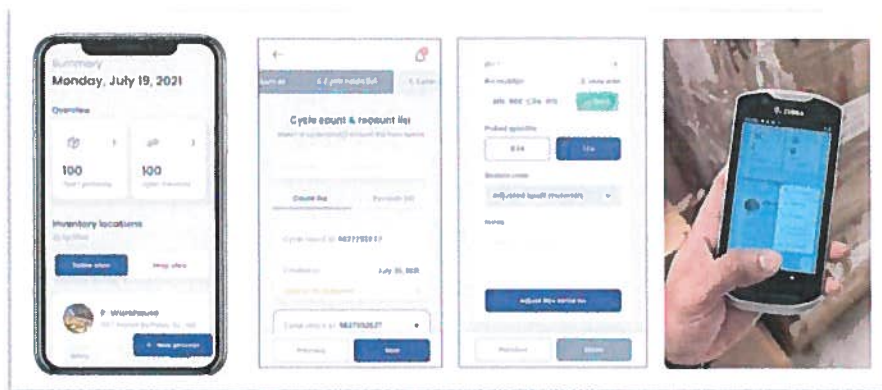


Figure 3. Mobile device users receive fully system functionality from Android and iOS mobile computing devices. Furthermore, Catamaran NextGen facilitates automated inventory operations from handheld

Operations personnel can also conduct operations with handheld scanners of their choice. All system functionalities and inventory operations can be performed on scanners, tablets, or PCs. During the system implementation phase, Shipcom will tailor data fields to meet Customer requirements. All data records can be input, viewed and edited through all classes of computing devices and scanners. For data that is manually input into the system, **Catamaran NextGen** will record a time stamp and user name responsible for data edits.

1.2 Company Background

Founded in 1997, Shipcom Wireless Inc., a small company based in Houston, TX, is a leading provider of integrated supply chain software, asset management, and IoT based applications. Shipcom's vision is to provide tailored solutions, with sleek interfaces, so every user can leapfrog their business to an automated future. Shipcom provides its world-class solutions to U.S. Federal agencies, state and local governments, as well as the private sector. Our technology solutions are focused on automatic identification and data collection (AIDC), Internet of Things (IoT), radio frequency identification (RFID), Global Positioning System (GPS), and enterprise mobility markets. We specialize in configuring our commercial off-the-shelf (COTS) software platform – **Catamaran NextGen** – to enhance our customer's supply chain management, asset tracking, project management, and performance assessment capabilities. Our diverse experience includes the Department of Veterans Affairs (VA), Harris Customer Independent School District (HISD), Harris Customer Health System (HHS), Quest Diagnostics, South Dakota Department of Health (DoH), Huntington Ingalls Industries (HII), and multiple DoD Agencies.

*In 2018, Logistics Tech Outlook Magazine recognized Shipcom Wireless as one of the **Top 10 Inventory Management and Asset Tracking Solution Providers in the United States.***



Our proven solution benefits our customers with web and mobile-based Catamaran NextGen software platform along with professional consulting and support services in the following areas:

- Environmental Health Monitoring Solutions via IoT
- RTLS and Asset Management & Tracking
- Inventory & Supply Chain Management Workflows
- Fleet Monitoring and Equipment Maintenance Operations
- Integrations with Legacy Systems and existing ERPs.
- Big Data Analytics and Data Fabric Capabilities

Shipcom brings over 24 years of experience developing, implementing, training and maintaining asset, material and inventory management systems to federal, state, and local governments as well as commercial customers. The foundation of our Inventory Management System is our proprietary commercial off-the-shelf (COTS) Catamaran NextGen software platform. Catamaran was launched with its first release V.1 in 2001 and is currently at its version V.15. Catamaran NextGen is a highly robust, proven, and tested system with satisfied clients using it for production critical applications.

Shipcom holds multiple International Organization for Standardization (ISO) Certifications, such as **ISO 9001 Quality Management System, ISO/IEC 27001 - IT Security Management System**. Our company also holds a Capability Maturity Model Integration (CMMI) certifications Level II. ***In 2020, Shipcom was recognized by AIM, the global industry alliance for stakeholders of RFID, barcoding, smart devices, and other automatic identification and data capture (AIDC) technologies, as the IoT category winner of the 2020 AIM Case Study Competition for Temperature Monitoring Solution, Fleet Management & Cold Chain Custody Compliance.***

Company Size / Project Organization Chart – Shipcom is a small company with 40 employees based in Houston, TX with a satellite office in northern Virginia. To perform services for the County, Shipcom is proud to present a team of agile and experienced individuals, qualified in the following subsections as shown in **Figure 4**. This will be the core engagement team responsible for scope definition, configuration, and delivery of the Jefferson County program. All proposed personnel are long-standing Shipcom employees and have worked together on multiple integrations of our Catamaran NextGen platform. We present their qualifications and experience in section **4. Management Plan** of this proposal.

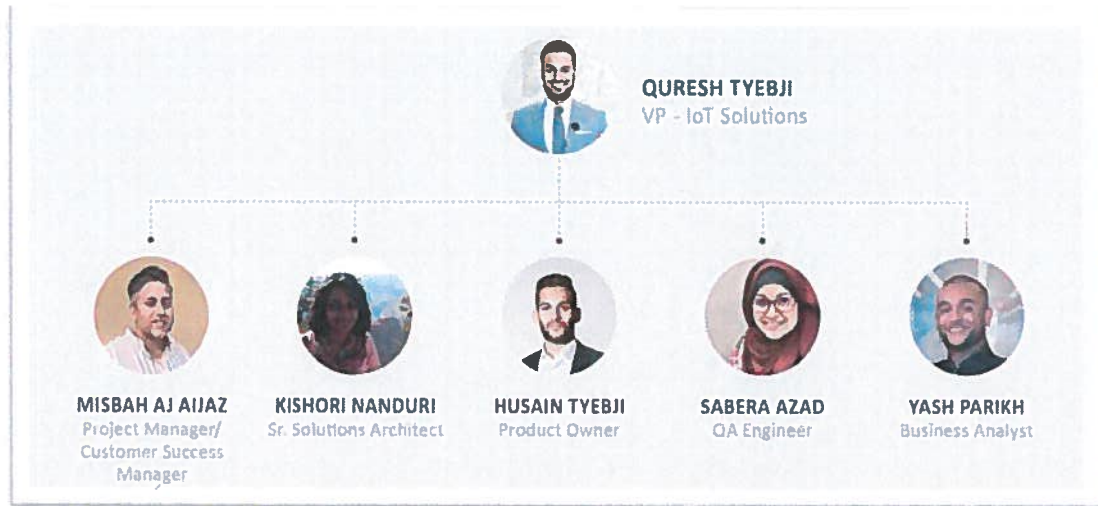


Figure 4. Key and Supervisory Personnel

Future Plans – Shipcom is constantly innovating its Catamaran NextGen system to set the pace, remain leading edge and enable clients to improve their supply chain logistics and warehouse management operations. To this end, we continue to focus on research and development (R&D), incorporating AI/ML techniques that can collect, organize and analyze large data sets from disparate legacy systems, with a vision to deliver actionable information to our clients. Specific system enhancements and upgrades include:

- **AI and ML applications:** Enhanced data science analytics solutions
- **UI/UX Enhancements:** AngularJS Migration WMS and Asset Management
- **Mobility:** iOS, Android Enhancements, Mobile App enhancements
- **Hosting:** Azure Cloud Production and Multi-tenant architecture
- **Asset Management:** Financial Metrics, Resource Enhancements, Work Order Management
- **Security:** OAuth
- **Collaboration:** Chat integration

1.3 Subcontractors

Shipcom will self-perform all services and provide all software and equipment required to perform the Jefferson County Supply and Asset Management System Solution contract. We will not utilize subcontractors to perform the services required by this contract.

1.4 Relevant Use Cases

Below, Shipcom presents Use Case overviews of current and recent contracts that demonstrate our capability to design, implement and maintain innovative automated inventory and asset management solutions based upon our COTS **Catamaran NextGen** platform. We provide detailed Past Performance information on selected relevant contracts in section **5. Client References** of our proposal.

1.4.1 South Dakota Department of Health (DoH) Inventory and Asset Management System

Shipcom deployed our off-the-shelf Catamaran NextGen Software to provide inventory management capabilities to track and management of physical assets for SD DOH. Catamaran NextGen Inventory Management System automates warehouse capabilities with a barcode-based tracking system to receive, count, store, track, distribute and manage medical assets and equipment at multiple locations throughout the State. Our solution also delivers innovative reporting functionalities and dashboards to monitor inventory operations, quality metrics and measures on a day-to-day basis.

South Dakota Department of Health

Inventory & Asset Management System

Providing South Dakota's Department of Health (SD DOH) with an Inventory and Asset Management system to maintain the warehouses, correctional facilities & health-lab.

PROBLEM

- **Manual processes** for inventory management
- **No visibility** of assets across different locations

SOLUTION

- **Complete visibility** of items and assets across the state
- **Digitalized processes** for accuracy and traceability
- Asset tracking for **inspection and calibration**
- Batched items for **aging inventory management**
- **Advanced analytics** for insightful actions & reporting

Covers 9 SD DOH Facilities and 140+ Customers

Phase I Design completed in December, 2021

Phase I slated for completion in Q2 2022

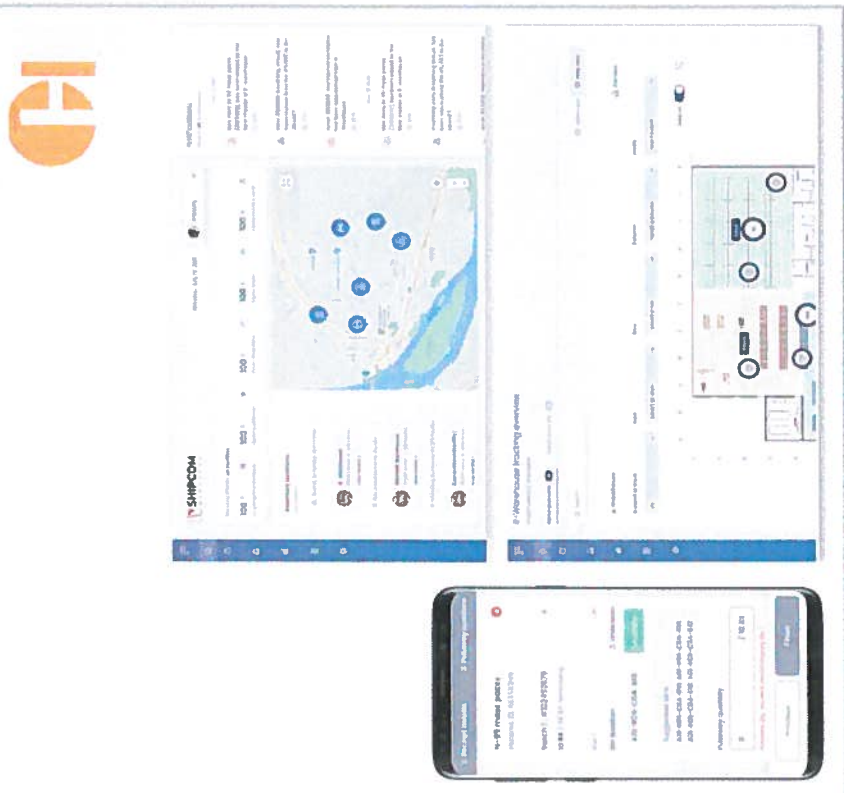


Figure 5. Customized Inventory and Asset Management Solution for South Dakota Department of Health based on our proprietary COTS Catamaran NextGen Platform.

1.4.2 Department of Veterans Affairs – Veterans Integrated Service Network (VISN 10) Real Time Location System

In support of the **Health Care Efficiency Transformation Initiative**, Shipcom designed and integrated a Real Time Location System (RTLS) for all **7 VA Medical Centers in Ohio** that comprise the VISN 10 Healthcare Network. Based on our Catamaran NextGen platform, we designed and deployed a single RTLS solution that focused on the VA's five key areas of asset and workflow management. Our comprehensive solution included the RTLS Software platform and hardware to include receivers, hardware, tags, installation, training and additional ancillary equipment for tracking of people, equipment, instruments, and medical supplies.

Department of Veteran Affairs – VA VISN 10 (Ohio) RTLS Program

Warehouse Management & Delivery Tracking

The goal of this program was to create an integrated platform for a variety of RTLS healthcare use cases required by VISN 10.

PROBLEM

- Missing **comprehensive single RTLS solution**
- **Integrated temperature** monitoring
- **Lack of visibility** at the point of delivery (schools)

SOLUTION

- **RTLS Asset Tracking:** 802.11 & ZigBee
- **Passive RFID asset Tracking:** Mobile & Portals
- **Temperature Monitoring:** RTLS & Legacy CheckPoint
- **Surgical Instrument & Tray Management:** **Bar Code** & RTLS
- **Patient Elopement:** RTLS
- **Work Flow Management:** RTLS

20,000+ RTLS Tags,
300,000+ Passive Tags,
179,000+ Etched 2D Bar
codes, and 680 RFID Portals

Started August
2011

Completed April
2019



Figure 6. VISN 10 Real Time Location System for the Department of Veterans Affairs based on our proprietary COTS Catamaran NextGen Platform.

1.4.3 Houston Independent School District (HISD) – Central Warehouse Inventory Management System: K-12 Nutrition Program

Shipcom designed, implemented and sustained a **barcode-based, mobile-enabled material tracking system (Catamaran NextGen)**, which automated HISD warehousing functions to include, receive, pack, inspect, pick, fulfill, cycle-count, manage stock-outs and excess materials, and expiry management for the HISD Central Warehouse. The deployed solution was extended to offer in-transit visibility for truck shipments to schools, to include digital signature for acceptance. Catamaran NextGen integrated with HISD's back-end SAP system. Catamaran NextGen provided automatic reports to support warehouse functions, including receipts, inspections/returns, fulfillments, cycle counts, etc., to support warehousing logistics and assets tracking for **over 50 million HISD meals annually for 284 schools** and over **214,000 students**. Our solution also delivered **in-transit visibility for truck shipments to schools**, to include digital signature for acceptance.

Houston Independent School District

Warehouse Management & Delivery Tracking

Providing the Houston Independent School District (HISD) with Mobile Computing System for Inventory Management at the central Warehouse and for tracking of deliveries to 284 schools around Houston

PROBLEM

- **Inconsistencies** in manual data entry
- **Lack of visibility** at the point of delivery (schools)

SOLUTION

- **Advanced mobile computing system** for all daily operations
- **Real-time location** trucks when they out for delivery
- Integrating with **SAP streamlining Warehouse Management**
- **Interactive Dashboards** providing actionable insights
- Increasing **productivity and efficiency** across the system

Covers **284 schools** and **1 warehouse**

Phase I Warehouse system completed in **November, 2018**

Phase II proof of delivery completed in **July, 2019**



Figure 7. Houston Independent School District Central Warehouse Inventory Management System: K-12 Nutrition Program.

2 Understanding of the Project Products and Services (RFP V)

Based on our proprietary Catamaran NextGen software platform, Jefferson County will receive an innovative, flexible and scalable Supply and Asset Management System. Shipcom's Catamaran NextGen is composed of modules to automate the tracking of supplies, inventory, assets, narcotics and fleet vehicles. Catamaran NextGen will also maintain vehicle maintenance and repair records, and provide a notification and alerting system that allows users to communicate with other users or user groups.

Catamaran NextGen's robust functionalities will automate the management and tracking of departmental assets, implement inventory tracking and control measures for EMS vehicle and station supplies, and provide accountability and real-time status of inventory and assets to command staff and the various shifts about inventory levels, asset location, equipment issues and other information.



Figure 8. Catamaran delivers the next generation of cloud-based, AI/ML-enabled Inventory and Asset Management Solutions.

Shipcom's solution addresses the County's needs for a software solution that will meet current core functions and future needs for all aspects of inventory control, asset management, and accountability. Our **Catamaran NextGen** software solution has the capability of streamlining business processes, with reports, analysis and self-service. Our solution is an integrated "**off the shelf**" packaged solution that will require minimal modifications to meet specific County Needs. For required customizations, Catamaran NextGen's **composable architecture** facilitate rapid configuration of unique system features without modification to our commercial off-the-shelf platform source code.

Shipcom's proposed solution for Jefferson county will be capable of performing all specific requirements outlined in **Section V.B of the RFP. Table 1** overviews Catamaran NextGen's capabilities to meet required functionalities. We discuss our system's capabilities in detail in section **3.2 Overall Technical Solution** of this Technical Proposal.

Table 1. Catamaran NextGen EMS Supply and Asset Management System – Functional Capabilities
Catamaran NextGen EMS Supply and Asset Management System

Recording inventory levels of EMS consumable supplies kept in stockrooms at up to 8 locations and on 10 ambulances and two rapid	Catamaran NextGen can integrate with multiple systems and databases to collect data and track inventory and assets at multiple EMS Stations. Catamaran NextGen is a highly scalable platform and can track virtually an unlimited number of assets at dozens, or even hundreds of locations.
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response vehicles, without requiring a manual count of items.	
Recording expiration dates and, where applicable, lot numbers of all items and medications, and tracking where and when members of said lots or expirations dates are stored or removed from circulation.	Catamaran NextGen will records expiration dates and Lot Numbers of medications for the County. No configurations are required to our COTS system to delivery this capability. Catamaran NextGen tracks inventory and asset items across the Supply Chain lifecycle, from procurement to disposition.
Recording the type, name, and location of various assets (i.e., small equipment) along with maintenance schedules for each type.	Catamaran NextGen's native capabilities track the type, name, and location of various assets, as well as maintenance schedules for each item / asset. We configure our system to issue automatic alerts when upcoming maintenance is required.
Recording the type, name, location and details of maintenance and repairs made to each vehicle.	Catamaran NextGen also records the maintenance and repairs made to Jefferson County vehicles, to include the type, name, location and details of maintenance and repairs.
Receiving requests for vehicle repair, including the vehicle ID, problem being reported, and other pertinent information and making those requests visible to specified users or groups.	Catamaran NextGen issues notification alerts and receives requests for vehicle repair requirements, including the vehicle ID, problem being reported, and other pertinent information.
Satisfying controlled substance chain of custody requirements established by the DEA and WVOEMS.	Catamaran NextGen implements a workflow to track chain of custody requirements per WVOEMS Controlled Substance Policy, which complies with the current DEA legislative rule - Public Law 115-83, 115th Congress - Protecting Patient Access to Emergency Medications.
Producing reports for all the above functions, with the ability to customize reports at no additional cost.	Catamaran's advanced reporting functionalities allow users to create a comprehensive suite of standard and customized reports, allowing system users to view reports built on analysis of data from multiple sources.
Recording inventory levels for non-EMS consumables, such as uniform items.	Catamaran NextGen records inventory levels for non-EMS consumables, such as uniform items. We will coordinate with Jefferson County to integrate with current data systems to collect and verify data on current Non-EMS consumables.
Recording assets, such as computers and EMS equipment, for up to 100 different items.	Catamaran NextGen places virtually no limits on the number of recorded assets, such as computers and EMS equipment. Catamaran NextGen's robust Asset Management module facilitates the tracking of asset conditions and maintenance schedules to ensure that customer assets are properly monitored, serviced, tracked and cared for over their lifespan.

Shipcom has introduced multiple functionalities to the Catamaran NextGen platform that enhance Catamaran's capability to deliver, assimilate and organize real time data that allows our clients to receive greater visibility over inventory management and supply chain operations using various tracking tools as barcodes, RFID, Real Time Location System (RTLS), GPS, and future sensors and hardware such as robotics, voice picking tablets and others. In **Table 2** below, we describe the evolution of our Catamaran NextGen platform over the last 5 years.

Table 2. Evolution of Catamaran NextGen since 2016

Catamaran NextGen Evolution	
Year	Catamaran NextGen Enhancements and Innovations
2016	Mobile Reporting and Dashboard Capabilities – In 2016 Shipcom enhanced the Dashboard displays to facilitate review of warehouse operations and enabled mobile users to access the full functionality of Catamaran's reporting functionalities through mobile devices.
2018	Business Intelligence Tools – Shipcom incorporated enhanced Business Intelligence capabilities into Catamaran NextGen to provide system users with a centralized, valid view that powers processes in the warehouse and informs management with trends, forecasts and contingency analyses.
2019	<p>Disconnected and Disadvantaged Network Operations – In support of U.S. Marine Corps Disconnected Operations Initiative, Shipcom enhanced its existing disconnected processes in Catamaran through a prototype effort to facilitate land-sea communications on disadvantaged and disconnected networks.</p> <p>IoT Enhancements – Shipcom was contracted to track delivery of medical samples from warehouse to over 40 clinics through a network of 15 IoT equipped Vans. We used a combination of Barcodes, GPS, IoT Temperature/Humidity tags, return air IoT tags, Door open IoT tags and special tags installed inside 300 plus coolers/freezers.</p> <p>Cloudification – Shipcom has implemented a true Software as a Service (SaaS) model. Catamaran NextGen architecture was augmented to host from remote facilities to allow implementation on client servers or through the cloud. In addition to our experience with AWS and VMware cloud on AWS, we maintain a partnership with Microsoft Azure, a FEDRAMP approved cloud service provider for cloud-hosted solutions.</p>
2020	AI and ML Capabilities – Shipcom introduced Catamaran NextGen AI, and ML applications and enhanced data science analytics solutions presented through our system's intuitive UI to enhance client capabilities to access actionable data for effective decision-making.
2021	5G Smart Warehouse, U.S. Naval Base San Diego – Shipcom developed 5G-enabled warehouse applications with new emerging technologies for the Navy at Naval Base San Diego. In the warehouse of the future, we are installing Autonomous Robots/Forklifts, AR/VR Glasses, 5G Cameras, Smart Weighted Bins, and 5G enabled RFID tracking

3 Proposed Applications for EMS Supply and Asset Management System

Catamaran NextGen is a pure **Software-as-a-Service (SaaS) platform** that is hosted on **Azure Commercial Cloud** or **Azure Government Cloud**. Add data is securely stored in the United States at the Azure Data Center in San Antonio, TX.

Catamaran NextGen's agnostic properties facilitate security connection with desktop, laptop and mobile computing devices, to include cell phones and tablets on **Android** and **iOS** operating systems. System users receive full system functionalities, no matter what device they decide to operate from.

Catamaran NextGen's native capabilities automate processes for lifecycle inventory management and asset management requirements, including the receipt and distribution of equipment and supplies. Multiple tracking technologies, including barcode, Q-code, RFID and GPS can be integrated with Catamaran NextGen to track apparatus inventory and equipment, building supplies and EMS inventory.

3.1 General Description of The Proposed Applications

Catamaran NextGen is a secure, cloud-hosted, web-based software platform that delivers turnkey commercial off-the-shelf capabilities for a wide array of supply chain tracking, inventory management and asset monitoring solutions. Our systems "plug and play" modules automate processes and give customers the capability select the following modules, depending on specific project needs:

- Catamaran NextGen Inventory Management Module

- Catamaran NextGen Asset Management Module
- Catamaran NextGen Fleet Tracking - Telematics Module
- Catamaran NextGen Reporting Module
- Catamaran NextGen Legacy System Connector
- Catamaran NextGen Warehouse Management Module
- Catamaran NextGen Supply Chain Management Module
- Catamaran NextGen Visualization Engine
- Catamaran NextGen Resource Management Module
- Catamaran NextGen IoT Module
- Catamaran NextGen Cyber Module

User Friendly System – Catamaran NextGen delivers an easy to use, user friendly system with click and drag features to perform system operations. Very little training is required to utilize Catamaran NextGen's core functionalities, and many system users can teach themselves to operate the system rapidly utilizing the system's operational instructions, accessible from the system's Launch Page. We discuss our training services in detail in Section **3.5 Training** of this proposal.

Support Multiple Users – Our Catamaran NextGen web-based platform offers controlled access to system modules and applications based on user credentials. We configure our solutions to meet unique client requirements for specific classes of system users. Designated System Administrators may control user roles and access permissions for all classes of users. Catamaran NextGen's built in User Access Control (UAC) can be configured to provide both Role Based Access Control (RBAC) and Attribute Based Access Control (ABAC).

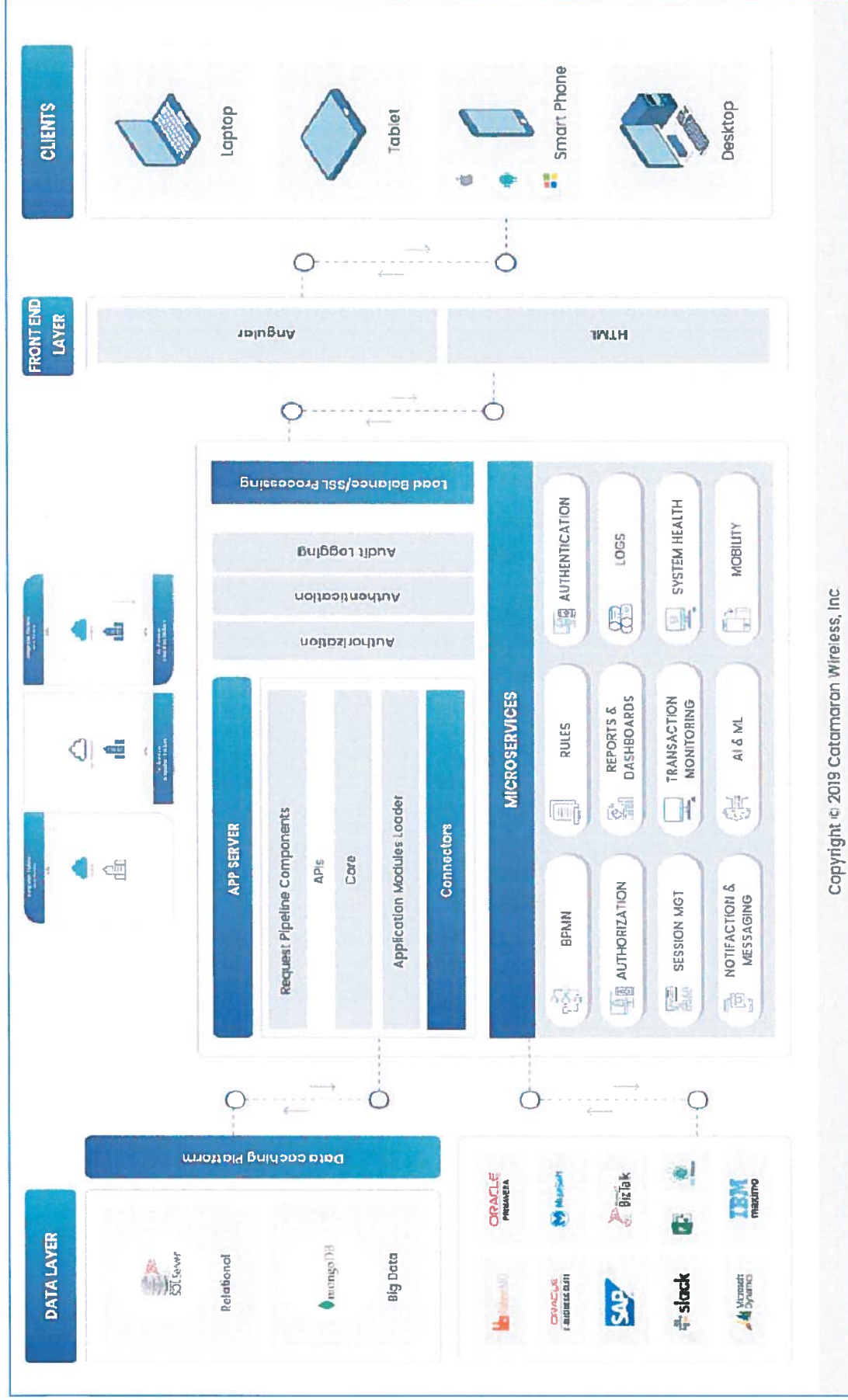
Shipcom understands that there are currently approximately 70 members within the County's organization that utilize the system, and that this number will grow to 100+ in the future. Catamaran place virtually no limits on the number of users that can access the system concurrently.

Likewise, various members would require different levels of access to the system. We configure **Catamaran NextGen** to restrict access to dashboards, reports and specific module applications based on user credentials. In support of this project, Shipcom will configure single sign on and multi-factor authentication, as required by the County.

Open API that Can Integrate with the Departments Other Systems – Catamaran NextGen provides robust bi-directional exchange of information using HL7, webservice (SOAP, XML, RESTful services and commercial APIs), which allows the system to interface/communicate with Client enterprise directory services. Catamaran NextGen's agonistic properties will facilitate seamless integration with multiple County systems and databases, to include dashboard (First Due), email platform (Google Workspace), and any other databases and systems.

Furthermore, Catamaran NextGen's **composable architecture** permit Shipcom to **deliver rapid customizations and additional capabilities**, without modifications to our system's source code. For our customers this means a tailored web-based solution to meet inventory management and asset tracking needs in a fraction of the time and cost that it would take to customize many other out-of-the-box solutions.

Advanced APIs and legacy connectors facilitate integration with current Customer databases and systems to standardize a friendly User Interface and provide enterprise-wide visibility over the status and location of inventory items and assets in real-time across multiple departments and agencies. **Figure 9** below depicts Catamaran's NextGen's core architecture.



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Figure 9. Catamaran NextGen's Core Architecture

3.2 Overall Technical Solution

The key difference that Catamaran NextGen offers in comparison to our competitors is that with our proposed system, the County will never need to replace the system, as it can grow to meet future needs by adding additional modules to the Catamaran Application. In **Section 3.2** of our proposal response, Shipcom overviews how our Catamaran NextGen solution will meet all of the Jefferson County requirements for the new EMS Supply and Asset Management System solution.

One of the benefits our solution brings is that Catamaran NextGen evolves with the needs of the County and supports future upgrades, additional modules such as asset condition and environmental monitoring, fleet tracking, and other modules.

Additionally, through Web Services and APIs, we can interface with any County system to provide a “single pane of glass” view of all actions, thus eliminating the need to use multiple systems.

3.2.1 Recording Inventory Levels of EMS Consumable Supplies

Catamaran NextGen can integrate with multiple systems and databases to collect data and track inventory and assets at multiple EMS Stations. Catamaran NextGen is a highly scalable platform and can track virtually an unlimited number of assets at dozens, or even hundreds of locations. Catamaran's scalability delivers the capability to integrate Catamaran at single storage locations or across multiple departments and divisions, spread across the state or country. Under the Department of Veterans Affairs Point of Use (POU) program, Shipcom integrated Catamaran at 22 VA hospitals and hundreds of community-based outpatient clinics across the United States to track medical inventory and supplies through a common User Interface (UI).

For Jefferson County, Catamaran NextGen will track inventory levels of EMS consumable supplies kept in stockrooms at 8 locations, 10 ambulances and 2 rapid response vehicles, without requiring a manual count of items. Catamaran NextGen's out-of-the-box capabilities facilitate the upload of pictures, attachments, documents, PDF's, embed documents and other reference materials into the checklists. Furthermore, system users can create notes to serve as backup or support for any issues or required annotations. Other consumable inventory items to be tracked include:

- EMS Supplies
- Narcotic Management
- Janitorial Supplies
- Station Supplies

Catamaran NextGen meets all County requirements for the Inventory Module. Tracking multiple classes of inventory and assets across many locations utilizing UPC codes and RFID technologies are standard system features. We will work with the County to define specific parameters for the required Inventory Module capabilities:

- Track both EMS and station supply inventory
- Track central supply inventory with the ability to transfer and account for supplies from central supply to each station level and to each truck level.
- Automatic reporting to allow the truck level to integrate back into hall check inventory levels with

automatic reporting.

- Inquire and receive real-time inventory levels throughout the department at all levels (station, truck, etc.)
- Scan and use UPC codes from existing products
- Implement RFID for **Asset Tracking Module**. RFID will show exact locations of items in storage locations.
- We can also retrofit vehicles with RFID trackers with "**Live Tracking Option**" to track tagged items in transit. RFID technology will enable live asset location capabilities at multiple warehouses using Catamaran NextGen's Central Console.

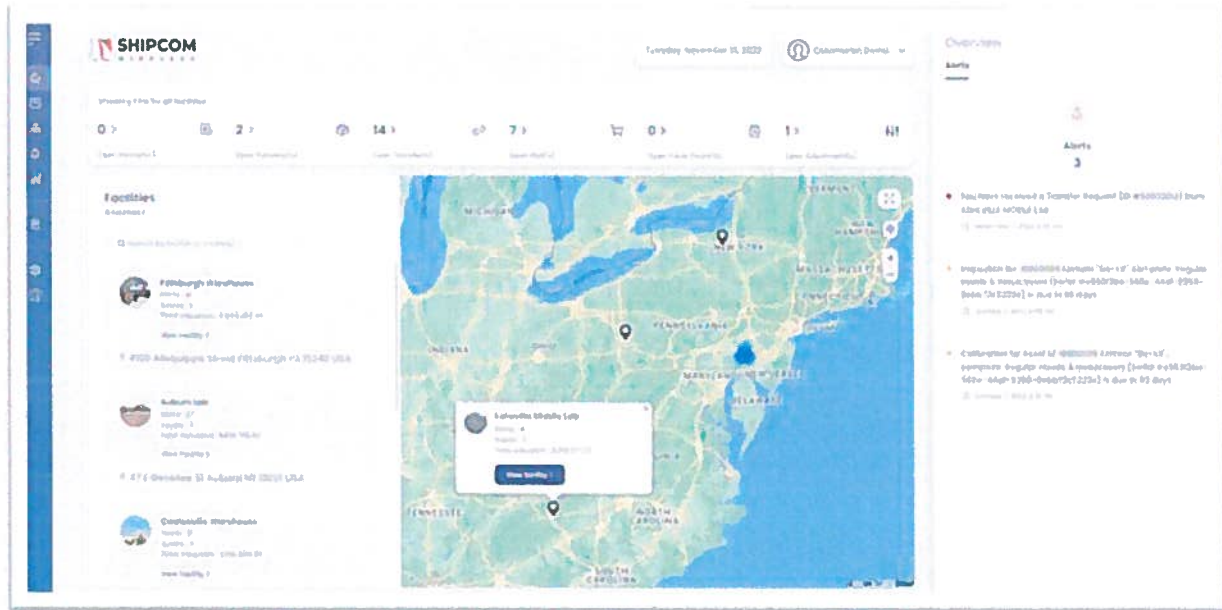


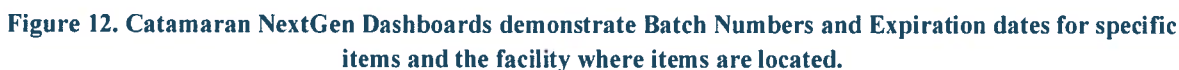
Figure 10. Catamaran NextGen displays information multiple locations, with site specific information and valuations on the left side of the User Interface

Shipcom discusses our system's reporting capabilities in detail in section 3.2.8 **Reporting Capabilities** of this of this proposal. System Administrators will be able to modify templates for customized reports to meet the specific needs of each EMS Station. Shipcom will customize Catamaran NextGen's Reporting Module to:

- Track inventories at the station level to automatically trigger restock emails.
- Station heavy check that sends an automatic email when complete, highlighting deficiencies on supply levels based on pre-set quantities
- Station heavy check that sends an automatic email when expiration dates are within 3 months of set timeframe
- Customizable reports for calibrations for each unit for state reporting needs



Catamaran NextGen will records expiration dates and Lot Numbers of medications for the County. No configurations are required to our COTS system to delivery this capability. Below, we provide a screenshot of Catamaran NextGen's UI to track medications.



3.2.3 Tracking Removal of Lots and Expiration Dates

Catamaran NextGen tracks inventory and asset items across the Supply Chain lifecycle, from procurement to disposition. For Jefferson County, Catamaran will track where and when members of said lots or expirations dates are stored or removed from circulation.

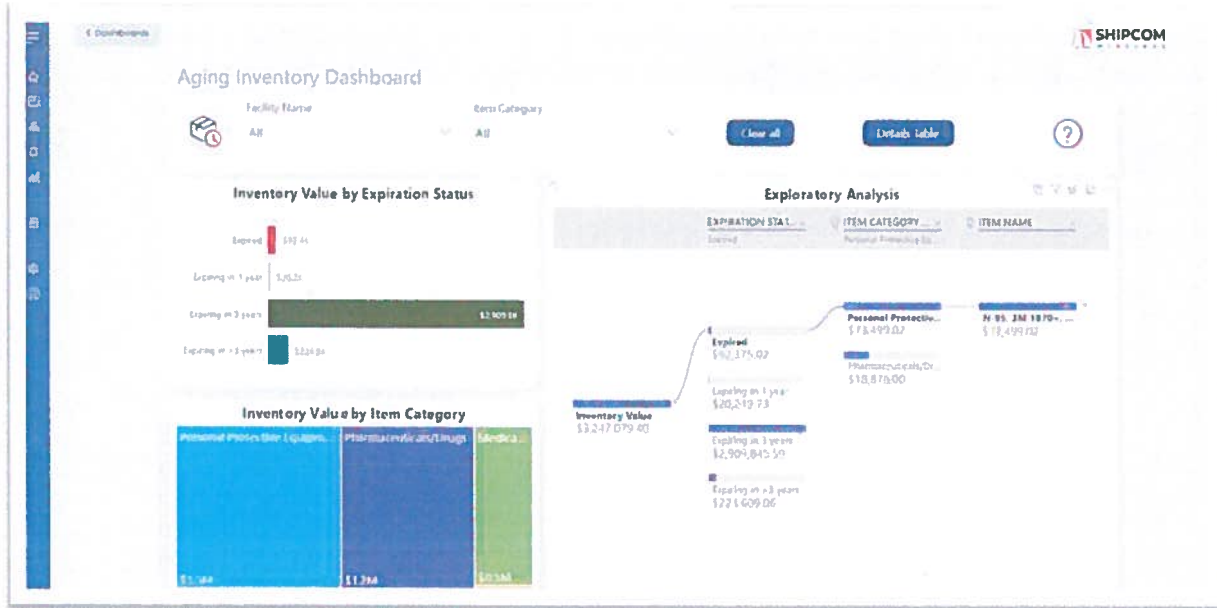


Figure 13. Catamaran NextGen Aging Inventory Report w/Analysis of Expired Items

3.2.4 Recording Type, Name and Location of Various Assets

Catamaran NextGen's native capabilities track the type, name, and location of various assets, as well as maintenance schedules for each item / asset. We configure our system to issue automatic alerts when upcoming maintenance is required.

3.2.5 Recording Type, Name, Location and Details of Vehicle Maintenance and Repairs

Catamaran NextGen also records the maintenance and repairs made to Jefferson County vehicles, to include the type, name, location and details of maintenance and repairs. Additionally, to support daily operations all vehicles will require some sort of check, at different and varying levels, depending on specific vehicle requirements. Individual vehicle may carry different equipment items with unique maintenance service schedules. Catamaran can track "daily hall check" to verify vehicle operational readiness which will include, but not be limited to:

- Warning devices (lights and siren)
- Engine and mechanical operation
- Odometer, or hour meter record
- Fluid checks
- Normal vehicle lights (head lights, turn signals, reverse lights, etc.,)
- **Daily Hall Check Checklists** customizable for Vehicle's specific requirements, with the ability to send notifications.

3.2.6 Receiving Requests for Vehicle Repair

Catamaran NextGen issues notification alerts and receives requests for vehicle repair requirements,

including the vehicle ID, problem being reported, and other pertinent information. During **Phase - 1 Contract Kickoff, and Initial System Design** of this project, we will coordinate with County representatives to determine specific users or groups that request will be made to. Catamaran NextGen tracks maintenance and calibration schedules, and delivers automatic alerts for upcoming service requirements. Authorized System Administrators can preset dates as a reminder for personnel to perform regularly scheduled service such as winterizing vehicles, summer maintenance, or other schedule maintenance requirements per OEM requirements for all County assets.

Alerts are customizable in the **Admin Tools Module** so that each warehouse or storage location can create their own alert types based on their specific needs that might be different than those from other warehouses. This includes options on how alerts can be escalated. For example, you can edit the time for an alert to be escalated to the next level so if an asset is damaged you can set a window of 24 hours before the alert gets elevated. Alerts can notify users within the platform, via e-mail, SMS, etc. Shipcom will configure Catamaran to send alerts to predetermined recipients based on deficiencies in checklists. Authorized System Administrators will be able to modify the recipients lists and establish parameters for the alerts. Catamaran NextGen also tracks maintenance schedules and can send automatic alerts to specific email addresses based on specific maintenance schedules or the issue being notated.

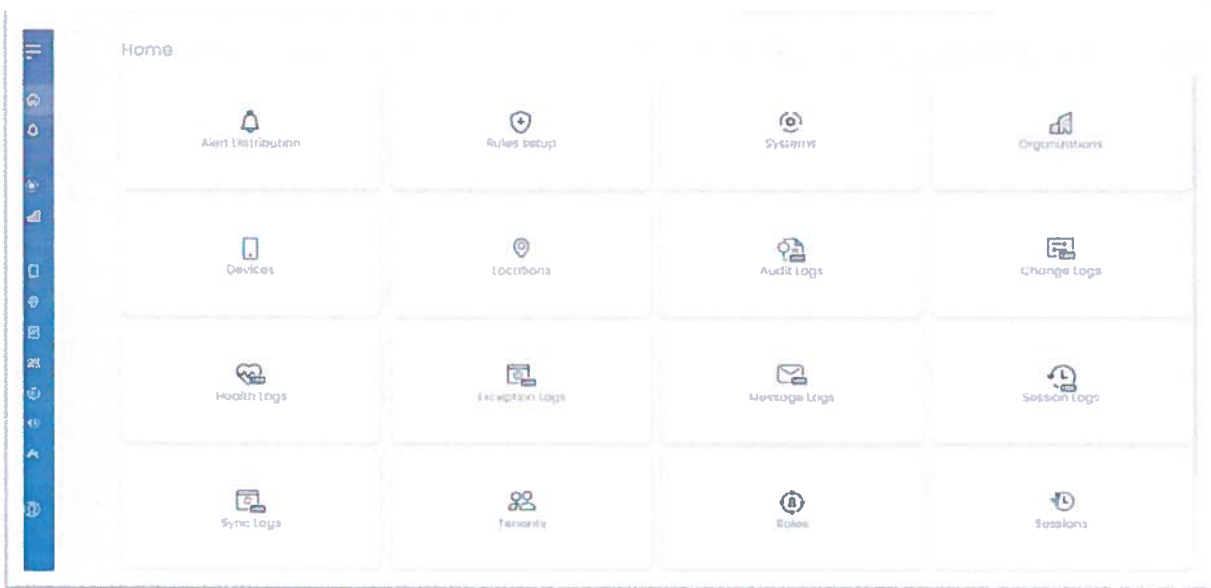


Figure 14. Authorized System Administrators can customize Automatic Alerts in the Admin Tools Module.

3.2.7 Satisfying Controlled Substance DEA and WVOEMS Chain of Custody Requirements

Catamaran NextGen will verify compliance with controlled substance chain of custody requirements established by the DEA and WVOEMS. Catamaran NextGen implements a workflow to track chain of custody requirements per WVOEMS Controlled Substance Policy, which complies with the current DEA legislative rule - Public Law 115-83, 115th Congress - Protecting Patient Access to Emergency Medications.

3.2.8 Reporting Capabilities

Catamaran NextGen delivers a robust reporting engine which will be demonstrated via in-person demonstration or virtual based on Customer preference. Managers, administrators, and staff can access rich, detailed reports on the inventory of specific items or locations.

Catamaran's advanced reporting functionalities allow users to create a comprehensive suite of standard and customized reports, allowing system users to view reports built on analysis of data from multiple sources. Our text displays and graphical dashboard facilitate the review and analysis of critical data from our reporting module dashboards, accessible from multiple web browsers. Customized reports can be designed by authorized users (users with the right privileges in the system). Users can select a use case for their reports and then select all the relevant field of the database for designing that report. Users choose what they want to see and how to view it (column, rows, group by, etc.). Catamaran supports user defined reporting.

Catamaran's advanced reporting functionalities allow users to create a comprehensive suite of standard and customized reports, allowing system users to view reports built on analysis of data from multiple sources. Our text displays and graphical dashboard (**Figure 15** and **Figure 16**) facilitate the review and analysis of critical data from our reporting module dashboards, accessible from multiple web browsers.

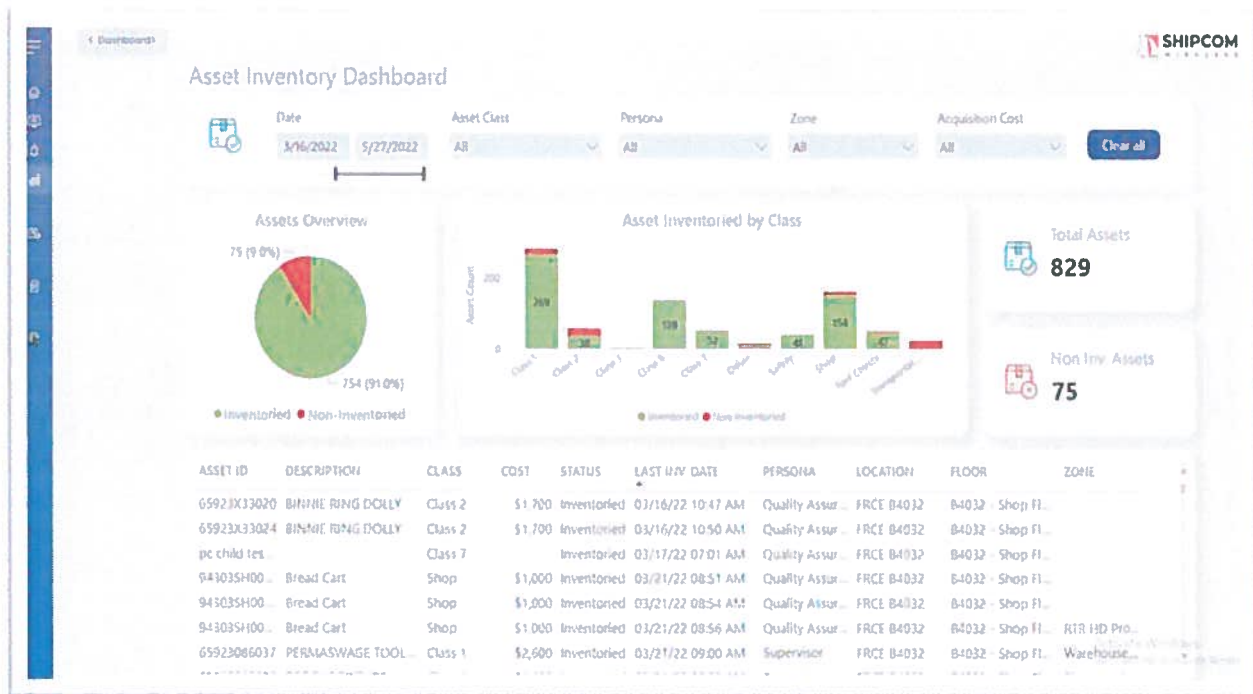


Figure 15. Asset Inventory Dashboard – Sample Report. Shipcom's easy-to-use User Interface facilitates the creation of informative Asset Management reports that facilitate analysis and decision making.

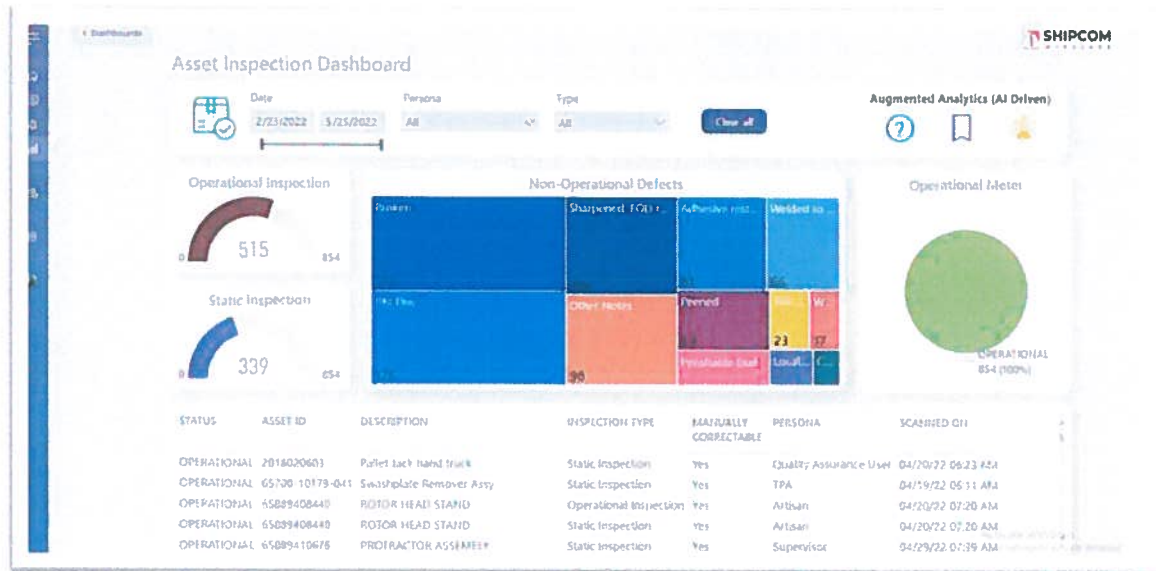


Figure 16. Asset Inspection Dashboard – Sample Report. From the Asset Inspection dashboard, users can gather the total counts of pre-operational and static inspections for any given date range. The center of the dashboard displays the total counts of various defect types discovered during inspections.

Customized Reporting – Catamaran allows authorized system users to build customized and ad hoc reports, based on user preference parameters established by the System Administrator. Shipcom can customize our reporting system to meet the needs of the client during project start up. From real time monitoring via our dashboards to standard, formal reports, system users have constant visibility into all levels of the inventory management process. All users have the ability to easily create and customize codes to record collection information and for handling, circulation privileges, specific collection information, including the ability to customize as codes collections change. Some examples include Fragile, Damages, Warehouse use only, do not circulate, Customer inventory documentation, inventory items by category, etc. During the implementation of the contract, we will assign collection codes to materials and input them into the system.

Catamaran delivers customized query searching capabilities to meet unique Customer requirements, including online screen searching, free-form text searching, full "if, then, else" logic. Catamaran performs mass updates and delivers over 40 built-in real time built-in reports, and allows for customization of reports, per user needs. System users can establish wildcard parameters and filters, facilitating data searches over multiple sources of data. Catamaran's batch processing model facilitates the automatic creation of reports for multiple transactions. Our reporting module provides tabular, chart, trend and graph views sorted, filtered, formatted, exported (XLS, PDF, CSV), zoom in/out along with other customizations.

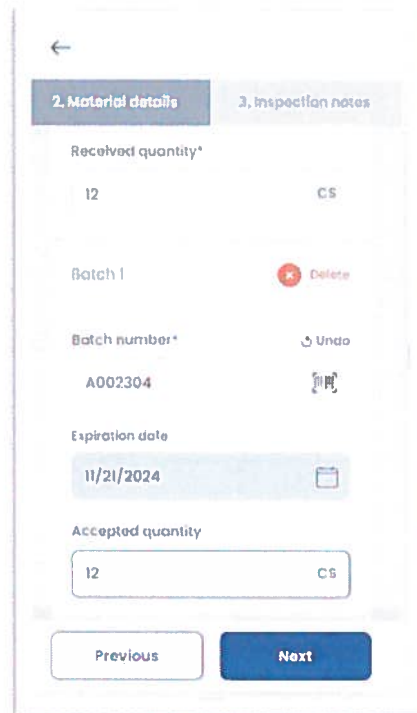


Figure 17. Catamaran NextGen's full reporting capabilities are accessible through Mobile computing devices.

Reports

Non-Inventoried Assets - Last Quarter

Asset Class: All Last Inventoried By: All Acquisition Cost: All Description: All Clear all

ASSET ID	DESCRIPTION	CLASS	COST	LOCATION NAME	ZONE	COMMISSIONED ON	COMMISSIONED BY	LAST INVENTORIED ON	LAST INVENTORIED BY
65809506626	*FIXTURE, SIBM...	Class 1	\$3,600	FRCE B4032	B4032 - Shop...	02/07/22 02:22 PM	ApiService	02/25/22 02:11 PM	Supervisor
658235E8131	ALIGNMENT PH...	Class 1	\$2,100	FRCE B4032	B4032 - Shop...	02/07/22 02:14 PM	ApiService	02/25/22 02:09 PM	Supervisor
65809674276	A/1A271-6	Class 2	\$800	FRCE B4032	B4032 - Shop...	02/08/22 01:02 PM	ApiService	02/25/22 10:22 AM	Supervisor
69523053025	A/1A271-6	Class 2	\$800	FRCE B4032	B4032 - Shop...	02/08/22 12:35 PM	ApiService	02/25/22 09:43 AM	Supervisor
3001E13	Antenna locatio...	Other	\$4,500	FRCE B4032	B4032 - Shop...	02/24/22 04:06 PM	ApiService	02/24/22 04:06 PM	Artisan
3001EA	Antenna locatio...	Other	\$4,500	FRCE B4032	B4032 - Shop...	02/24/22 04:05 PM	ApiService	02/24/22 04:05 PM	Artisan
3001DA	Antenna locatio...	Other	\$4,600	FRCE B4032	B4032 - Shop...	02/24/22 04:02 PM	ApiService	02/24/22 04:02 PM	Artisan
3001DB	Antenna locatio...	Other	\$4,600	FRCE B4032	B4032 - Shop...	02/24/22 04:01 PM	ApiService	02/24/22 04:01 PM	Artisan
3001ES	Antenna locatio...	Other	\$4,600	FRCE B4032	B4032 - Shop...	02/24/22 03:59 PM	ApiService	02/24/22 03:59 PM	Artisan
test gps	test car	Class 2	\$900	FRCE B4032	B4032 - Shop...	02/24/22 11:11 AM	ApiService	02/24/22 11:11 AM	Artisan
789	lake lock88	Class 3	\$1,300	FRCE B4032	B4032 - Shop...	02/23/22 08:29 AM	ApiService	02/23/22 08:29 AM	Artisan
65823081415	*TRACTOR, MHD	transp	\$3,100	FRCE B4032	B4032 - Shop...	02/04/22 01:17 PM	ApiService	02/22/22 02:36 PM	Artisan
123456789	test GPS delete	Class 2	\$1,500	FRCE B4032	B4032 - Shop...	02/18/22 11:32 AM	ApiService	02/18/22 11:32 AM	Supervisor
673068	HAZE 4 nitrogen	Class 2	\$1,800	FRCE B4032	B4032 - Shop...	02/17/22 12:05 PM	ApiService	02/17/22 12:05 PM	Supervisor
943035H00098	H53 Sleeve and	Shop	\$2,800	FRCE B4032	B4032 - Shop...	02/17/22 07:33 AM	ApiService	02/17/22 07:33 AM	Artisan
943035H00097	H53 Sleeve and	Shop	\$2,800	FRCE B4032	B4032 - Shop...	02/17/22 07:32 AM	ApiService	02/17/22 07:32 AM	Artisan
943035H00091	Bread Cart	Shop	\$1,000	FRCE B4032	B4032 - Shop...	02/15/22 10:47 AM	ApiService	02/16/22 03:57 PM	Quality Assuran...

Figure 18. Monthly and Quarterly Asset Reports. For a quick reference to quarterly and monthly inventory requirements, separate reports have been created so that system users can quickly export the information they need.

3.2.9 Recording Inventory Levels for Non-EMS Consumables

Catamaran NextGen records inventory levels for non-EMS consumables, such as uniform items. We will coordinate with Jefferson County to integrate with current data systems to collect and verify data on current Non-EMS consumables.

Reports

QOH Report

Location Name: All Category Name, Item: All Item Class: All Stock Status: All

Count: 1087 Stockouts: 15 Below ROP: 28 Overstocked: 9

LOCATION	WH	ITEM	CATEGORY	BIN	UOM	ROP	PAR	QTY	UNIT COST	TOTAL COST	STATUS	LAST COUNTED BY	LAST COUNTED ON
Bay 67B WH	00-106-0906	ANTENNA	Consumables	A9HA	EA	3	6	6	100.00	\$600	Normal	System Cou	12/06/21
Bay 67B WH	00-106-7360	GUARD HOSE TUBING	Consumables	G9NG	EA	0	1	1	100.00	\$100	Normal	System Cou	12/06/21
Bay 67B WH	00-106-7381	TUBE,METALLIC	Consumables	T9HC	EA	6	12	12	100.00	\$1,200	Normal	System Cou	12/06/21
Bay 67B WH	00-110-0938	CONVERTER,SIGNAL DA	Consumables	C9DA	EA	1	2	2	100.00	\$200	Normal	System Cou	12/06/21
Bay 67B WH	00-116-4020	INDICATOR,LIGHT DI	Consumables	I9DI	EA	0	1	1	100.00	\$100	Normal	System Cou	12/06/21
Bay 67B WH	00-117-4629	INDICATOR,BEARING	Consumables	I9VG	EA	1	2	2	100.00	\$200	Normal	System Cou	12/06/21
Bay 67B WH	00-117-6839	RIVET,SOLID	Consumables	R9RD	EA	16	32	10	100.00	\$1,000	Below ROP	System Cou	12/06/21
Bay 67B WH	00-124-5560	CONTROL,FUEL COOPDH	Consumables	C9OI	EA	0	1	1	100.00	\$100	Normal	System Cou	12/06/21
Bay 67B WH	00-124-5820	CONTROLLER ASSEMBLY	Consumables	C9LV	EA	1	2	2	100.00	\$200	Normal	System Cou	12/06/21
Bay 67B WH	00-134-5625	ALTIMETER,ENCODER	Consumables	A9ER	EA	1	2	2	100.00	\$200	Normal	System Cou	12/06/21
Bay 67B WH	00-138-6614	BAFFLE,AIR	Consumables	B9IR	EA	0	1	1	100.00	\$100	Normal	System Cou	12/06/21
Bay 67B WH	00-145-8399	ANGLE,STRUCTURAL	Consumables	A9AL	EA	210	420	71	100.00	\$7,100	Below ROP	System Cou	12/06/21

Figure 19. Catamaran NextGen Quantity on Hand (QoH) Report showing Consumables with Bin / Count and PAR data

3.2.10 Recording Assets

Catamaran NextGen places virtually no limits on the number of recorded assets, such as computers and EMS equipment. Catamaran NextGen's robust Asset Management module facilitates the tracking of asset conditions and maintenance schedules to ensure that customer assets are properly monitored, serviced, tracked and cared for over their lifespan. Shipcom will configure Catamaran to meet specific County requirements, including:

- Post-incident quick check ability
- Ensure functionality as part of a checklist - multi layered checklists
- Preventative maintenance and calibration tracking
- Customized notifications and workflows can be designed for each Task

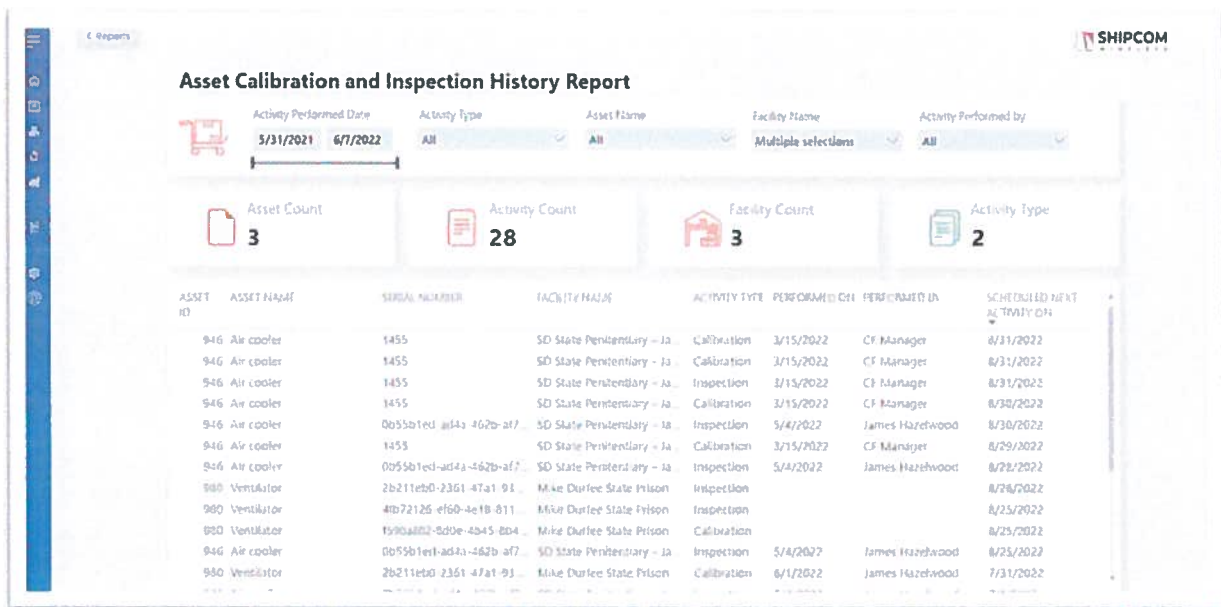


Figure 20. Catamaran NextGen Asst Calibration and Inspection History Report

3.3 How Shipcom's Solution Helps Jefferson County EMS

Catamaran NextGen delivers to the Jefferson County a commercial off-the-shelf (COTS) solution for the EMS Supply and Asset Management System provides **360° Enterprise Visibility** for all inventory and assets inventory at all EMS Stations locations. With Catamaran NextGen, the County will receive a fully automated inventory and asset management solution that will improve management and tracking of departmental assets, implement inventory tracking and control measures for EMS and Station supplies. Catamaran NextGen's user friendly UI, robust analytics and informative dashboards will provide accountability, facilitate effective decision making, and deliver real-time status concerning inventory levels, asset locations and conditions, equipment issues, supplier statistics and other information.

Our proven solution benefits our customers with web and mobile-based Catamaran NextGen software platform along with professional consulting and support services in the following areas:

- RTLS and Asset Management & Tracking
- Inventory & Supply Chain Management Workflows
- Environmental Health Monitoring Solutions via IoT
- Fleet Monitoring and Equipment Maintenance Operations

- Integrations with Legacy Systems and existing ERPs
- Big Data Analytics and Data Fabric Capabilities

One of the key benefits is that Catamaran NextGen can evolve with the needs of the County. Catamaran NextGen supports future upgrades, and can incorporate additional modules and County needs evolve over time. These include asset condition and environmental monitoring, fleet tracking, and other modules. Additionally, through Web Services and APIs, we can interface with any County system to provide a "single pane of glass" view of all actions, thus eliminating the need to use multiple systems.

With Catamaran NextGen's **composable architecture**, we can rapidly customize our commercial off-the-shelf platform **without changes to the source code** of our system. We can deliver a fully customized EMS Supply and Asset Management solution to the County in a fraction of the time that it takes other companies to develop customized software solutions based on out-of-the box platforms.



Figure 21. Shipcom has designed Catamaran NextGen to be easily adaptable to a wide range of industry activities, including healthcare, shipbuilding, oil and gas, and public school nutrition.

3.4 Detailed Project Plan

3.4.1 Recommendations for Implementation Timeline and Services

Shipcom recommends a 4-month timeline from the date of project award for complete configuration, integration and testing of the EMS Supply and Asset Management System solution to "Go Live". Shipcom presents our detailed implementation timeline in section 4.3 **Project Schedule** of this proposal.

We would also recommend a multi-year contract structure, with a 1-year base period, and additional option years between 2-10 years.

Shipcom displays a standard Software Development Workflow in **Figure 22** below. The County could consider requiring offerors to explain in detail their Software Development Lifecycles, with detailed information for duration, tasks, and subtasks for each with the submission of their proposals.

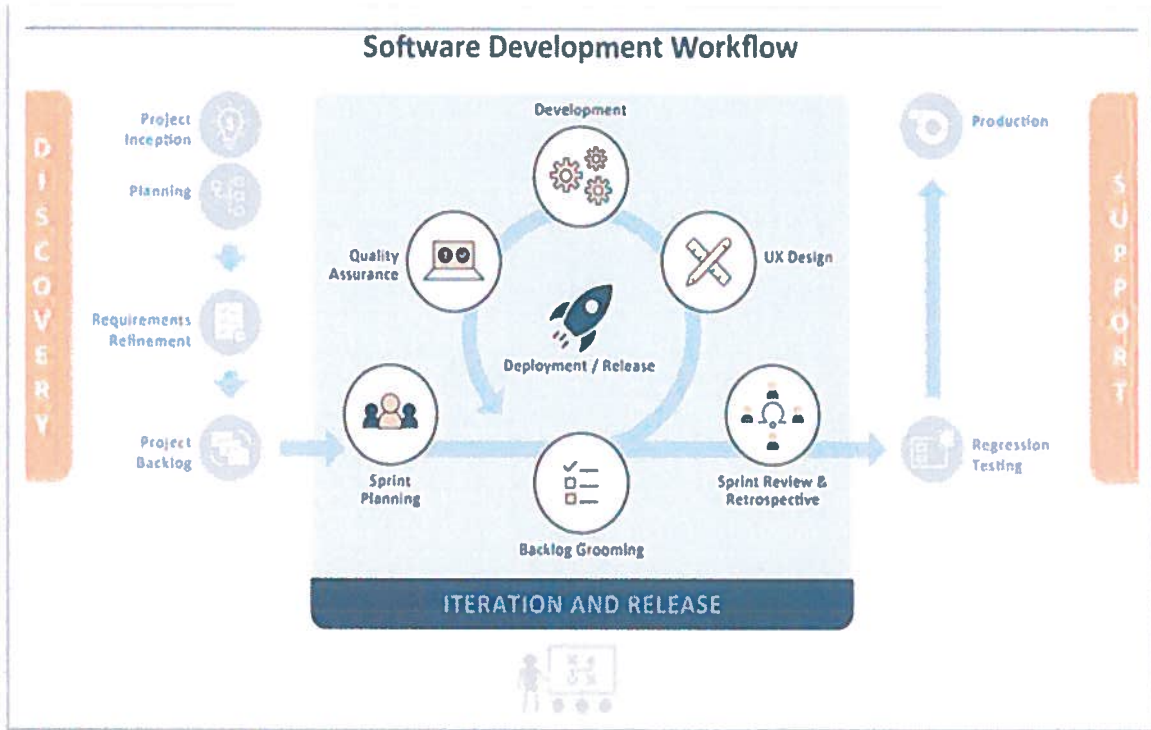


Figure 22. Shipcom's Software Development Workflow Process

Phase 1 – Contract Kick-off, Initial System Design of Fire and Inventory Asset Management System

Objective: Work with Jefferson County Authorities to finalize project requirements, schedule, and stakeholder expectations. Deliver final Project Management Plan and Schedule for Jefferson County review and approval.

Duration: 30 days

Phase 2 – Technology Demonstration, Vehicle Surveys, Platform Requirements Assessment

Objective: Coordinate site surveys with Jefferson County authorities and demonstrate initial Fire and Inventory Asset Management System

Platform: Work with Jefferson County to finalize FIAM system installation schedules and utilize Agile Sprint methodology to configure and test FIAM applications.

Duration: 30 days

Phase 3 – System Integration and Training

Objective: Deliver equipment, install and test integrated system, deliver User Training.

Duration: 60 days

Phase 4 – “Go Live” System Operation and Maintenance

Objective: Provide system maintenance, updates and customer service support over contract duration.

Duration: Contract Duration (Initial year + option of 2-10 additional years, based on annual renewal by the Jefferson County).

3.4.1.1 Initial Kick-Off Meeting

After contract award, our Project Manager will schedule a project kick-off meeting within five days. The following Shipcom members will be in attendance: Project Manager and System Implementation Manager. We will present our Project Management Plan (PMP) and schedule for review, including proposed hardware and software. Based on the Jefferson County's desire, this meeting can be held either at Jefferson County offices, Shipcom facilities in Houston, TX, or even virtually.

We will keep meeting notes and distribute them to the attendees per the approval of Jefferson County. We would also like to suggest scheduling a one-day event to install the proposed solution at a test location selected by the district to get feedback on appropriate configuration, modification, and other requirements that Jefferson County may want to include in addition to the expected requirements.

3.4.1.2 Site Assessments

We will begin coordinating Site Assessments during the first week of contract award and plan to complete a comprehensive survey of EMS Station sites, inventory and assets within 30 days of contract award. We will review inventory and assets at each EMS Station and take a survey of Fire Engines and vehicles to verify the condition of assets and asset counts, and ensure that current inventory and asset survey results coincide with data in current systems. Site Assessment survey results will be delivered to Jefferson County stakeholders for review and approval. Any issues that arise during the site assessment will have to be rectified, or have an alternative Integration Plan developed and approved prior to installation.

3.4.1.3 System Integration and Testing

In this phase, Shipcom will install software and hardware. Our team will ensure that current County systems and IT infrastructure remain operational while installing hardware and software. Once the system is installed, we will refine the configuration settings and test the various external customer interfaces required by the County, and transition to the Testing Stage. Shipcom will conduct internal Performance Testing of the integrated system to verify functionality of all system configurations prior to coordinating User Acceptance Testing with the County.

User Acceptance Testing will be Jefferson County's formal test and acceptance. The system will be ready for use post UAT. As functional and performance testing is nearing completion, we coordinate the timing and location for training and conduct training of Jefferson County personnel. As part of the wrap-up activities associated with "Go Live", we perform a final audit of all configuration-controlled materials to ensure that all are up-to-date, accurate and recorded in the system.

3.4.2 Maintenance and Support Services

After our system is deployed and in "Go Live" Phase, we provide a Help Desk, based out of our Houston office to provide continuous and uninterrupted support and maintenance services to our customers. Our Help Desk can be obtained via the web, or by calling our toll-free number. Jefferson County requires system service support during normal business hours. Shipcom has operated a Help Desk for over 24 years and provides around the clock support to all our customers. Upon contract award, we will work with the County to define the terms and conditions of system service in a Service Level Agreement (SLA).

After the system has entered the "Go Live" phase, Shipcom begins maintenance support that include management of all system updates, upgrades, changes, functionality enhancements, patches, fixes, repairs, etc.

Pre-scheduled Downtime for Maintenance and System Upgrades - Scheduled updates and software releases do not require system downtime and will not affect normal system operations over the lifetime of this contract. We describe our standard service level metrics below. Upon contract award, we will enter into a Service Level Agreement with the County which will define contract-specific service metrics and response times to system incidents based on severity levels. We will provide a guarantee to the County, which will establish a service level credit if a situation arises where our system does not meet the 99% uptime requirement.

99% Uptime – Catamaran NextGen is truly a next generation of advanced Inventory Management and Asset Management systems that automates all inventory management functions in a mobile application, providing an exceptional UI. The system is scalable, reliable, robust and secure. In the narrative below, we discuss our response time to resolve issues defined by established severity levels. We provide a Service Level Agreement with our deployment that maintains a 99.9% uptime. Shipcom provides an End User License Agreement to Ingalls that serves as a standard contract/master services agreement that offers service commitments to the County. Shipcom's Help Desk provides our clients with ability to log issues on a 24/7 basis using either web interface or toll-free number.

System Service Levels – We use the following measures as part of SLA:

- System Uptime (typically 99.9%)
- System Response Time

Recent performance levels for measures are:

- System Uptime: 99.9%
- System Response Time: Performance met on specified time.

Service level metrics – Our response time and resolution times for system issues are defined according to problem severities. Below, we review our proposed SLA Priority Levels with Response Times, in line with response times defined in the County's Service Level Agreement (SLA).

Severity 1: Produces a situation where software is inoperable, produces incorrect results, or fails catastrophically. Shipcom provides hotline support within 30 minutes, and continuous resolution attempts until the issue is resolved. Shipcom resolves Severity 1 problems in less than 24 hours.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of software degrades substantially under reasonable loads, such that there is a severe impact on use; the software is usable, but materially incomplete; one or more functions or commands is inoperable; or the use is otherwise

significantly impacted. Service Level: Shipcom provides hotline support within 2 hours. Shipcom resolves Severity 2 problems in less than 48 hours.

Severity 3: Produces an inconvenient situation in which the Licensed Software is usable but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. Service Level: Shipcom responds within 4 hours and resolves Severity 3 problems in less than 72 hours.

Severity 4: Produces noticeable situation where software use is affected in manner which is reasonably correctable by a documentation change or by regular software release. Service Level: Shipcom responds to Severity Level 4 problems within 24 hours and resolves Severity 4 problems in regularly scheduled quarterly maintenance releases.

3.5 Training

Shipcom also proposes to conduct a one-day on-site or virtual live training event for our **Catamaran NextGen** Platform for all Customer system users. We can also provide remote interactive training, per the County's preference. Additionally, for the long term, we offer refresher training through web delivery from our helpdesk to new and existing users. During training, our Shipcom trainers incorporate anecdotes from personal experiences as well as system-specific information relevant to the **Catamaran NextGen** Platform. We deliver both hard copy and web-based access to training materials to effectively transfer key knowledge to critical end users involved in utilizing the application. System Training focuses on the following:

End User Training – This training will include end-user software Customer operation to include launching the application, application navigation, step-by-step procedures for how to perform tasks, application capabilities, and application function. The goal of this training will be to help end users streamline their ability to use the software and facilitate the analysis of live or historical data into actionable Catamaran NextGen Platform functionality improvements.

Super User Training – This training includes instruction on how to design reports, modify alerts, notifications, and set compliance ranges along with adding and removing users. Shipcom has designed certain components of **Catamaran NextGen** applications to be modifiable through the system's Workflow Design Studio. At the conclusion of software and new equipment training, we make all training manuals available, including recorded trainings through our Help Desk that contain basic navigation and other system functionality training to include functionalities, how to generate reports, creating alerts, and configuring notifications for SMS and Email etc., so that users may refresh their knowledge at their discretion. Shipcom also offers application-specific web-based training events. We will define the level of web-based Training Support in the final service level contract agreement with Customer.

Follow-Up Training: WebEx Spot Training Events – At the conclusion of software and new equipment training, we make all training manuals available, including Spot Training Webinars via WebEx. Web-based training provided by our Houston-based Help Desk covers Catamaran NextGen navigation and other system functionalities to include queries, how to generate reports, posting, transfers, etc. We also cover utilization of open tickets and discuss system operational issues. During Webinars, users may refresh their knowledge and enhance their operational capacities with the Catamaran NextGen system.

User Manuals and End User Documentation – Shipcom provides user, administrator, and systems documentation of the system. Documentation provides users with clear instructions on how to complete tasks using Catamaran NextGen. User documentation is written for specific user roles. The systems and administrator documentation serve as the standard operating procedure for managing Catamaran

NextGen. Documentation provides clear instruction on how to perform administrator activities such as adding users, managing roles and permissions, etc. Systems documentation contains more technical instructions, including database back-up, upgrades, etc.

CLIENT TESTIMONIAL | DC Courts Inventory Management

“

I wanted to make sure I expressed how thankful I was to have our 3-day training session go so smoothly. From the feedback that I'm receiving today I believe that it was a success. Thank you both for all your help and assistance. I look forward to working with you again when we have to conduct the training for the Division directors.”

Jefferey Banks

DC Superior Court, Warehouse Manager.

January 26, 2017

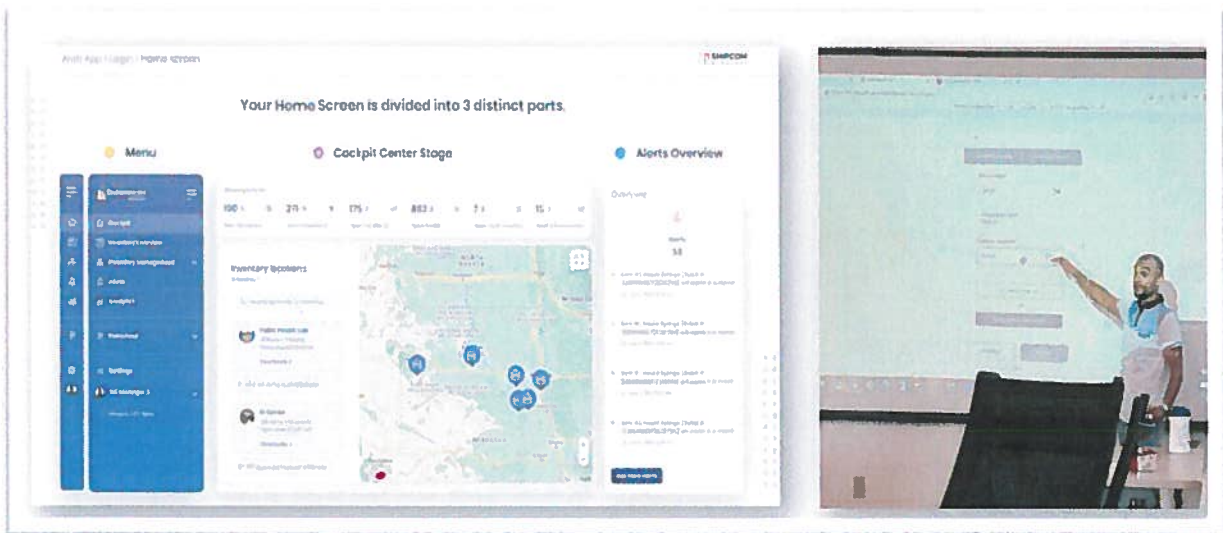


Figure 23. Shipcom offers On-Site Training, on-line Web-Ex Training and interactive brush-up lessons available to system users from Catamaran NextGen's launch page.

4 Management Plan for the Project

4.1 Project Staff

Shipcom is proud to present a team of agile and experienced individuals, qualified in the following subsections as shown in the chart below. This will be the core engagement team responsible for scope definition, configuration, and delivery of the EMS Supply and Asset Management System project.

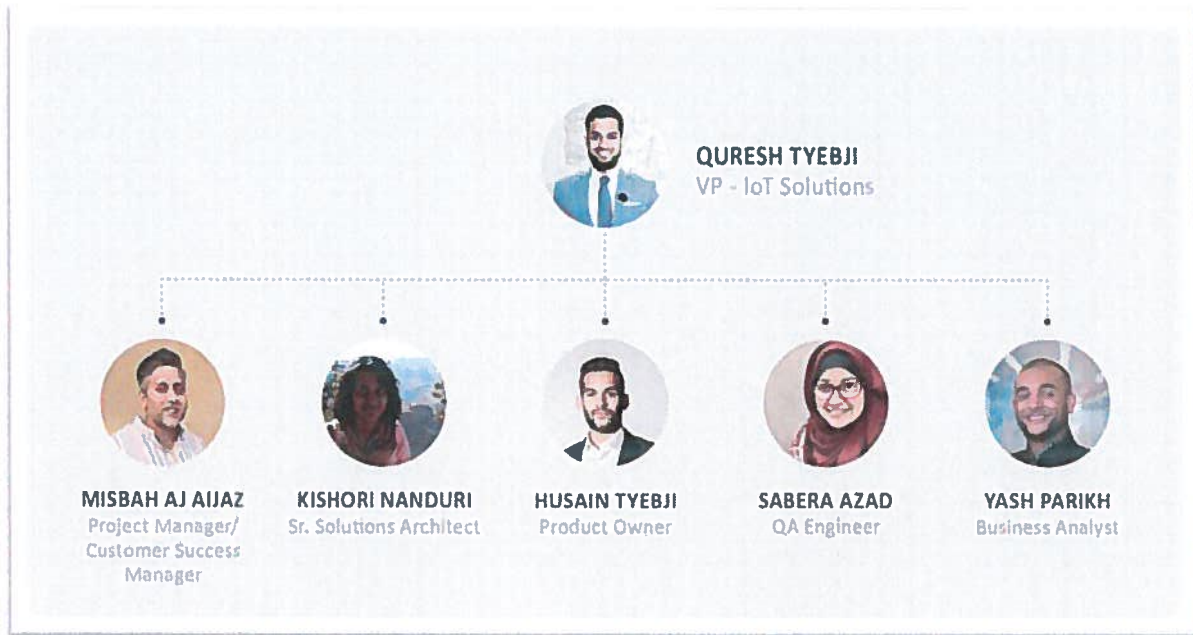


Figure 24. Key and Supervisory Personnel

Quresh Tyebji - VP IoT Solutions

Mr. Tyebji is a senior member of Shipcom with advanced knowledge in technology, business development, and leadership. He has led our upgraded Enterprise Solution Platform - **Catamaran NextGen**. Mr. Tyebji designed and integrated new features in the four core pillars of our Shipcom IoT platform: Asset Management, Device Management, Data Ingestion, and Predictive Analytics.

Misbah AJ Aijaz – Project Manager / Customer Success Manager

Mr. Aijaz is an experienced IT Professional with over 10 years of core IT experience and 7 years of management experience in IT Customers Support, Service Delivery, Client and Vendor Management, Infrastructure, Research and Development with focus in Delivery, Software development, IoT SaaS Platform and Cyber Security.

Yash Parikh – Business Analyst

At Shipcom, Mr. Parikh is an expert Project Manager who has led the planning and implementation of our Catamaran Next Gen IoT solutions. Serving as the key point of coordination between Project Teams and Client stakeholders, Mr. Parikh has earned a reputation for excellent communication with client stakeholders and on time delivery of innovative technology solutions. Mr. Parikh holds a master's degree in Business Administration and is a member of the Phi Sigma Pi National Honor Fraternity.

Kishori Nanduri - Senior Solutions Architect

Ms. Nanduri is a hands-on Software Engineer/Architect with over 15 years of experience leveraging technology in business solutions and creating strategic product roadmaps. She challenges and leads teams to deliver innovative solutions to solve customer problems. At Shipcom she has led the delivery of four large scale business critical IoT projects for Asset Tracking, Tools Tracking, Perpetual Inventory and Cold Chain Compliance.

Sabera Azad – QA Engineer

Ms. Azad is an experienced Software Development Engineer in Manual and Automation Testing with over 9 years of experience with a variety of practical skillsets. She is well-versed in Quality Assurance Planning, Product Development, and Testing life cycle of Web and Client/Server application.

Husain Tyebji – Product Owner

With a background in product design and architecture, Mr. Tyebji has unconventional approaches when finding solutions to problems. With a focus on IoT, smart sensors, and software development, he can provide unique suggestions and solutions for a variety of issues and approach the goal of a well-integrated system in an efficient manner.

4.2 Required Hardware

Regarding additional equipment, Shipcom can recommend inventory and asset tracking hardware components that the County may use to conduct inventory and asset management operations. We provide hardware recommendations only as a Value-Added option to the County. Catamaran NextGen is a hardware agnostic system and can operate with existing barcode and QR code scanners or RFID tracking devices that the County currently uses.

Shipcom recommends Zebra's suite of products to conduct inventory and asset management operations. Zebra is market leader in rugged handhelds and barcode / RFID scanning devices. Zebra products integrate easily with software tools and add value for lifecycle management, performance management and security, and Mobility Extensions for enterprise supply chain management operations.



Figure 25. Optional Hardware Items to perform Inventory and Asset Management operations.

4.3 Project Schedule

Shipcom recommends a 3-4 month timeline from the date of project award for complete configuration, integration and testing of the EMS Supply and Asset Management System to "Go Live". We would also recommend a multi-year contract structure, with a 1-year base period, and additional option years between 2-10 years

We understand that the County has not established a contract start date. We present our preliminary Implementation Schedule in **Table 3** below. For Planning purposes, Shipcom has selected a start date of January 9, 2023 to initiate the project. to demonstrate the plan to implement a fully functional EMS Supply and Asset Management system within 10-11 weeks days of contract award, with a notional "System "Go Live" date of May 8, 2023.

Table 3. Implementation Schedule

Task Description	Contract Award + Days	Start Date	End Date
PHASE 1 Contract kickoff, Initial system design of EMS Supply and Asset Management project	30 days	01/09/23	10/08/23
Contract Award	1	01/09/23	
Task 1: Project Kick-Off Meeting	4	01/09/23	01/13/23
Task 2: Project Initiation / Scope Definition	14	01/16/23	01/22/23
Task 3: Prepare and Submit Project Plan	30	02/23/23	02/04/23
PHASE 2 Technology Demonstration / Station Surveys / Platform Requirement Assessment	60 days	02/06/23	03/03/23
Task 1: Conduct Site Surveys	40	02/06/23	02/14/23
Task 2: Coordinate Technology Demonstration of Catamaran NextGen Platform	43	02/14/23	02/17/23
Task 4: Integration Assessment (Application)	50	02/18/23	02/24/23
Task 5: Schedule System Installation	50	02/20/23	02/24/23
Task 6: Prepare and Submit Site Survey Reports	50	02/14/23	02/24/23
Task 7: Prepare Installation Environment	57	02/24/23	03/03/23
Task 8: Complete Software Configuration for FIAM platform	60	02/23/23	03/06/23
PHASE 3 System Integration and Testing	120 days	03/06/23	04/03/23
Task 1: Coordinate Site Installation Schedules / Plans with the Department	65	03/06/23	3/11/23
Task 2: Assign Installation Teams to Perform Work per Schedule	70	03/12/23	03/16/23
Task 3: Deliver Equipment to the Department Staging Site	80	03/12/23	03/26/23
Task 4: Deliver Equipment to County Facilities	90	03/27/23	04/06/23
Task 5: Hardware and Equipment Installation	97	04/03/23	04/13/23
Task 6: Application Installation & Testing	102	04/14/23	04/18/23
Task 7: Configure and Test Installed Equipment	105	04/19/23	04/21/23
Task 8: End User Training	111	04/24/23	04/27/23
Task 9: Validation of Installed Equipment & Application	116	05/01/23	05/03/23
Task 10: User Acceptance Testing (UAT)	118	05/04/23	05/05/23
"Go Live" – System Operations and Support	Total Period TBD	05/08/23	Contract Duration

5 Client References

5.1 Reference #1 Harris Health System (HHS) Inventory Management, Temperature Monitoring and Fleet Tracking

Vendor Name:	Shipcom Wireless, Inc.
Customer Name:	Harris Health System (Harris County Hospital District)
Customer Contact:	Timothy Brown, Director of Logistics
Customer Phone Number:	(713) 566-5187
E-mail Address	timothy.brown@harrishealth.org
Describe Nature of Project and Services Provided to This Client:	
<p>Shipcom developed a custom inventory management, temperature and humidity monitoring and fleet tracking system for the Harris Health System (HHS) based in Houston, TX, and integral part of the Harris County Hospital District. HHS operates 3 large hospitals and 50+ satellite clinics of varying size throughout Harris County, TX. In house logistics are responsible for the transportation of temperature and humidity sensitive patient samples, pharmaceuticals and sterile medical equipment, which are tracked by our Catamaran NextGen platform. Specific solution features include:</p> <p>Provide Access to Current Data on Fleet Locations – Shipcom's inventory tracking system records movement of medical samples in real time during transport. System users can monitor location and status of samples, including temperature and humidity during movement. This includes vehicle and medical sample data.</p> <p>Provide Access to Historical Data on Fleet Locations – Catamaran NextGen records all inventory transactions and transportation movements, providing valuable data for QC reports and trend analyses.</p> <p>Provide Analyses for HHS Rulemaking Projects – Shipcom utilizes collected performance data to make recommendations for improvement to inventory operations and transportation procedures.</p> <p>Configuration of Solution Implemented (Hardware, Software, Operating Systems):</p> <p>In addition to deploying Catamaran NextGen for physical inventory of medical assets, our solution integrated temperature, humidity and GPS location technologies, all based upon the Verizon 4G LTE network. Data collected, is transmitted via the Verizon 4G LTE Machine to Machine (CAT-1M) network to hosted cloud servers for display within a customized Catamaran NextGen User Interface (UI). Included within the UI are a variety of notification and alarm capabilities which ensure personnel responsible for maintaining transport temperatures and humidity levels are kept up to date concerning the unique conditions of the transport environments. HHS personnel are able to adjust conditions to maintain compliance. All reporting requirements to demonstrate compliance are available as well.</p> <p>Key Solution Components – Shipcom delivered a state-of-the art temperature monitoring system that allowed Harris Health System to track medical assets during transportation through an innovative UI. Key accomplishments include:</p> <ul style="list-style-type: none"> Delivery of a customized cloud-based software system that facilitates transportation tracking of temperature and humidity sensitive patient samples, pharmaceuticals and sterile medical equipment. New system delivered compliance with Harris Health System requirements for temperature monitoring. Delivered technology based upon the Verizon 4G LTE network. System employs 65 Cellular Gateways, 475+ Temperature / Humidity sensors and 13 VZ Connect GPS units Platform allows for near real-time insight into the current environmental conditions of the transportation vehicles and containers (coolers) Implementation of a cloud hosted cloud system with a custom User Interface (UI). 	

5.2 Reference #2 - South Dakota DoH Inventory Management System

Vendor Name:	Shipcom Wireless, Inc.
Customer Name:	South Dakota Department of Health (DoH)
Customer Contact:	Chuck Kevghas
Customer Phone Number:	(605) 280-2187
E-mail Address:	chuck.kevghas@state.sd.us
Describe Nature of Project and Services Provided to This Client:	
Shipcom deployed our off-the-shelf Catamaran NextGen Software to provide inventory management capabilities to track and management of physical assets for SD DOH. Catamaran NextGen Inventory Management System automates warehouse capabilities with a barcode-based tracking system to receive, count, store, track, distribute and manage medical assets and equipment at multiple locations throughout the State. Our solution also delivers innovative reporting functionalities and dashboards to monitor inventory operations, quality metrics and measures on a day-to-day basis.	
Configuration of Solution Implemented (Hardware, Software, Operating Systems):	
– Shipcom designed, tested and implemented an innovative Inventory Management System that allows SD DoH users at multiple locations across the State to receive full access to valuable information regarding inventory an asset management functions, including, item quantities in stock, procurement status, delivery status, maintenance status, vendor details, and a sleuth of other important supply chain access to critical equipment via the web or mobile applications. Our Catamaran NextGen system receives, consolidates and analyzes data collected from across multiple State of South Dakota systems, and provides Program Offices and Program Managers with holistic view of inventory status across ongoing programs.	

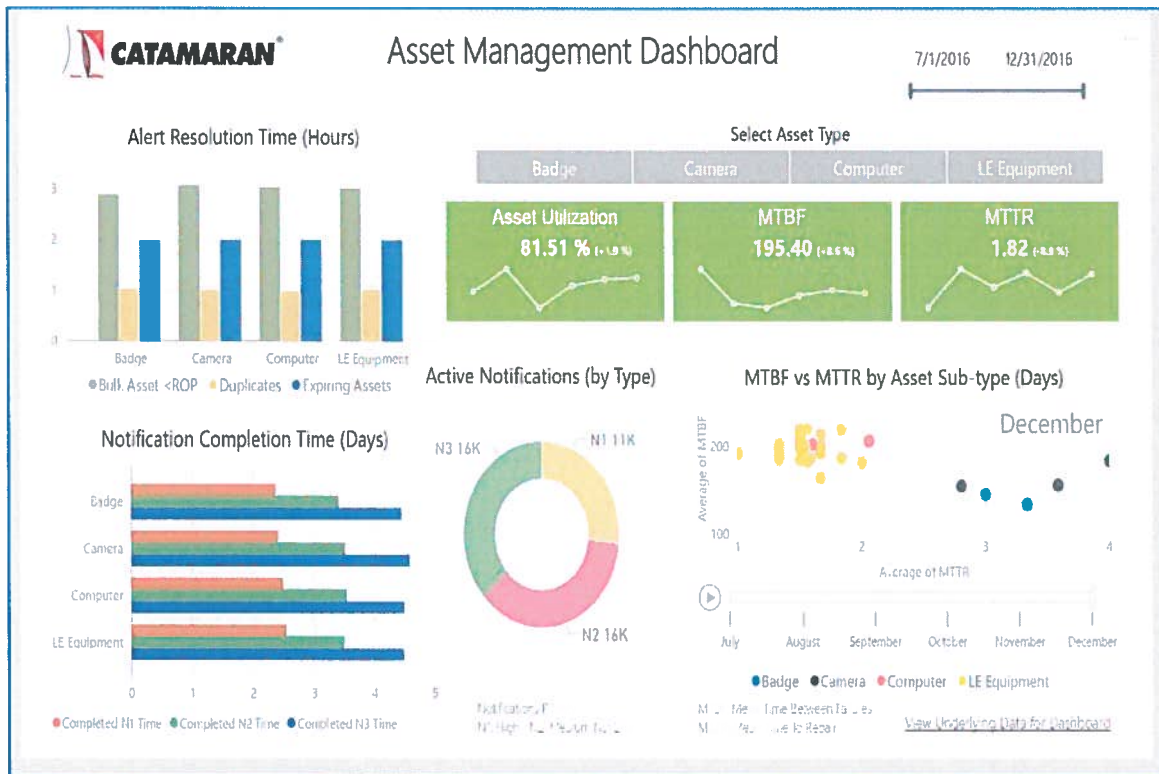


Figure 26. Catamaran Dashboards provide a comprehensive, real-time view of inventory status across multiple locations and various ongoing programs for South Dakota DoH.

With Catamaran NextGen the DOH and end users have full access to valuable information regarding inventory an asset management functions, including, item quantities in stock, procurement status, delivery status, maintenance status, vendor details, and a sleuth of other important supply chain access to critical equipment via the web or mobile applications.

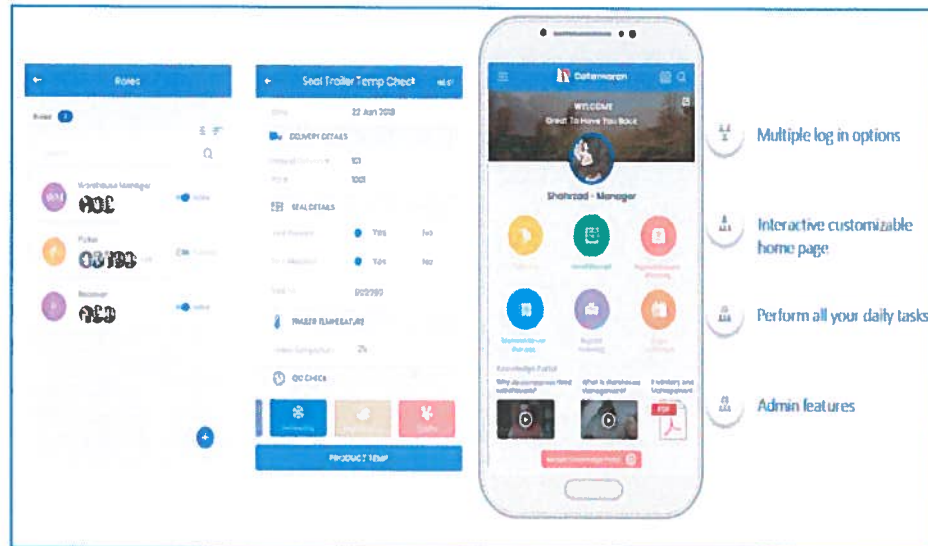


Figure 27. Catamaran NextGen IMS delivers full system functionalities to DoH Users from desktop, laptop and mobile computing devices.

Site Assessment and Business Process Analysis – In support of the SD DOH Inventory Management System project, Shipcom performed site assessments of warehouse and storage locations at 2 warehouses, 6 correctional facilities, and 1 health lab. In the performance of site assessments, Shipcom performed the following activities:

- Conducted interviews with SD DOH stakeholders to define short-term and long-term objectives for the Inventory Management System.
- Conducted interviews with inventory staff to observe possible inefficiencies both in terms of processes and compliance at each of the sites serviced under this contract.
- Analyzed Inventory item and asset visibility at all inventory and storage locations
- Assessed inventory operations processes to include receiving, putaways, cycle count, transfer order, generate pick lists, picking, delivery and transfer orders.
- Reviewed inventory management reporting procedures

System Maintenance and Support – Contractor provides a Help Desk that delivers continuous and uninterrupted support to DOH. Maintenance support includes upgrades, downloads, updates, functionality enhancements and maintenance to major and minor software releases / fixes and hardware upgrades. System monitoring complies with Contractor's Data Protection provisions. We also provide a Disaster Recovery program which establishes provision for 24/7 emergency support services and defined timelines to respond to and correct issues, based upon severity level.

"We have some other big projects going on, and they're NOT going like this – if every project we had went as smoothly as this one did with Shipcom, I'd be one happy woman."

- Kaitlin Thomas

Administrator

Office of Rural Health and Public Health Preparedness and Response
South Dakota Department of Health)

5.3 Reference #3 - Huntington Ingalls Industries – U.S. Navy Shipbuilding Materials Management and Control System

Vendor Name:	Shipcom Wireless, Inc.
Customer Name:	Huntington Ingalls Industries (HII)
Customer Contact:	Ashley Thorne, VP of Operations
Customer Phone Number:	(228) 935-5304
E-mail Address:	Ashley.thorne@hii-ingalls.com
Describe Nature of Project and Services Provided to This Client:	
<p>Shipcom designed and integrated an operational logistics management system for HII's shipyard in Pascagoula Mississippi, which supports U.S. Navy shipbuilding activities. Shipcom designed a Supply-Chain Track and Trace software platform based on our proven commercial off-the-shelf (COTS) Catamaran platform. To support our Supply-Chain Track and Trace platform, we implemented a passive RFID system and associated data collection equipment to track over \$4B in inventory and at the 800-acre shipyard. Once HII approved of our system design, our Implementation Team installed our Catamaran Supply-Chain Track and Trace software platform, RFID hardware, and associated equipment with Ingalls' Oracle database to perform supply chain operations. We performed an on-site installation the HII shipyard.</p>	
Configuration of Solution Implemented (Hardware, Software, Operating Systems):	
<p>Shipcom created customized workflows for a variety of warehouse functions. For example, we created a customized receiving function process where materials are received by a receiving specialist, and then sent over through the system to QRI for inspection and verification activities. Shipcom put the skip lot logic function early in the process, eliminating the need for both receiving and QRI to handle the material which ensures the quality of the spare parts and materials, and also saves time ensuring that the material filled is within the scheduled time frame. Because Shipcom customized a variety of workflows for HII including, fill rates, HII now has tight controls of their Work in Process (WIP) - preventing errors and saving on the hidden expenses involved in material flow. Lost materials, delayed product movements, and incorrect pulled materials making their way into manufactured "units" – have all been reduced. HII has complete visibility to monitor the progress of any particular workflow at any time.</p>	
<p>System Maintenance / Quality Assurance Support – Shipcom provides a 24/7/365 call center that was managed by systems administrators to provide full support into the Catamaran system that included system upgrades, patches, troubleshooting, and supporting users with any issues relating to the system or product technical specifications. Shipcom continues to provide on-site system support and maintenance services Our System Support personnel monitor and track system functionality to verify that HII can detect any security vulnerabilities in all IT systems and HII-owned IT assets.</p>	
<p>Project Management and Business Relations – The Shipcom Program Manager based in Pascagoula, Mississippi led project-level operations and was responsible for planning daily activities for key personnel and operations staff, including team member personnel. The Program Manager provided program planning, ensuring that we stayed on schedule and cost by following a project schedule on MS project. He was involved in planning, scheduling, cost, implementation, reporting and communication with the customer. He led mobilization-phase training to implement team-wide Quality Control and reporting procedures. Catamaran NextGen's Supply-Chain Track and Trace software utilizes RFID technology to track the movement of Navy shipbuilding materials across the supply chain, from procurement and delivery to shipyard operational transactions and final disposition.</p>	
Significant Accomplishments	
<ul style="list-style-type: none"> Automation of material handling processes, from receiving to ship completion. Robust inventory visibility, dashboards, reporting capabilities and alerting engine to analyze data in real time, address warehouse operations issues, and improve cost / schedule performance. Since implementation in 2014, our system has helped HII to reduce operational schedule delays and mitigate potential cost overruns by providing visibility over material management operations. 	

5.4 Reference #4 - DC Superior Courts Inventory Management and Control Systems

Vendor Name:	Shipcom Wireless, Inc.
Customer Name:	DC Superior Courts
Customer Contact:	Reginald Ramdat, Senior Contract Specialist
Customer Phone Number:	(202) 879-4861
E-mail Address:	Reginald.Ramdat@dcsc.gov
Describe Nature of Project and Services Provided to This Client:	
<p>Shipcom deployed our Catamaran enterprise platform to bring capabilities in lot traceability, and Electronic Data Interchange (EDI), barcoding and radio frequency (RF) scanning capabilities, supporting DC Courts supply room and their 4 warehouses in the Washington DC area. Shipcom replaced their system, with Catamaran Inventory Management system, delivering full visibility into their inventory par levels, procurements, purchase orders and features including a shopping cart, and reporting capabilities.</p> <p>Shipcom provides DC Court facilities with a real-time capability to actively track physical inventory counting of their main supply room, and warehouses which services 5 different locations. Our system provides inventory logistics support to over 1,200 court employees while focusing on ordering accuracy and efficiency in the supply store and warehouse which services 5 different locations. Our Catamaran inventory management system provided full visibility into their inventory par levels, procurements, purchase orders and other features including, shopping cart, and reporting capabilities.</p>	
Configuration of Solution Implemented (Hardware, Software, Operating Systems):	
<p>Shipcom configured our Catamaran solution to provide DC courts with various functions of inventory logistics, including receiving, physical inventory, transfer, and dispose. DC Courts can now create customized fields required to manage assets. The system is secure, and set-up is easily achieved by the administrator. Catamaran provides the Courts supply room and warehouse the control to seamlessly track and manage inventory and location data throughout the supply's entire life cycle. Our solution also offers DC Courts with capability to process offline transactions - or batch processing - which users to continue with work when connectivity may not be available, or communications are down.</p> <p>Inventory Management Functions – Our Catamaran solution provided DC courts with various functions of inventory logistics, including ordering, and purchasing through a shopping cart, receiving, physical inventory, transfer, and dispose. DC Courts can now create customized fields required to manage assets. The system is secure, and set-up is easily achieved by the administrator. Catamaran provides the Courts supply room and warehouse the control to seamlessly track and manage inventory and location data throughout the supply's entire life cycle. Our solution also offers DC Courts with capability to process offline transactions - or batch processing - which users to continue with work when connectivity may not be available, or communications are down.</p> <p>Rapid Transition – The DC Courts inventory project kicked off with a stakeholder meeting to ensure proper gathering of requirements and leadership buy in and commitment. Regular process updates are brought to the attention of both Shipcom and DC Courts leadership. We transitioned in 30 days for the supply store and 30 days for the warehouse, totaling full execution in 60 days.</p> <p>Training – Shipcom, developed a comprehensive training program customized for all end users of DC Courts. We deployed instructors for 5 days of on-site training to 150 court users. Each instructor trained 15 court users per day. Training was completed by September 30, 2016. Our training included both software and hardware (components of the handheld system). By the end of the 5th day of training, the users were familiar with ordering, receiving, report generation and ad hoc reporting capabilities. Each attendee receives feedback, assessment of training results, and certification of performance. Additionally, for the long term, we offer refresher training through web delivery from our help desk to existing or new users. During training, our trainers incorporate anecdotes from personal experiences, site-specific information relevant to the location, and training materials to effectively transfer key knowledge to critical end users involved in inventory management.</p>	

5.5 Reference #5 Department of Veterans Affairs (VA) Integrated Services Network (VISN 10) Real Time Location System (RTLS)

Vendor Name:	Shipcom Wireless, Inc.
Customer Name:	Department of Veterans Affairs (Subcontractor to VetFed Resources)
Customer Contact:	Al Giambone, Contract Manager
Customer Phone Number:	(703) 575-6036
E-mail Address:	Al.Giambone@martin-blanc.com
Describe Nature of Project and Services Provided to This Client:	
<p>In support of the Health Care Efficiency Transformation Initiative, Shipcom designed and integrated a Real Time Location System (RTLS) for all 7 VA Medical Centers in Ohio that comprise the VISN 10 Healthcare Network. Based our Catamaran NextGen platform, we designed and deployed a single RTLS solution that focused on the VA's five key areas of asset and workflow management. Our comprehensive solution included the RTLS Software platform and hardware to include receivers, hardware, tags, installation, training and additional ancillary equipment for tracking of people, equipment, instruments, and medical supplies.</p> <p>Shipcom provided software and infrastructure development that Integrated our middleware to implement a solution capable of providing consolidated data to facilitate supply chain management in the areas of patient registration, scheduling, patient tracking, and patient elopement; handwashing compliance, employee interface, asset, and inventory management, as well as compliance and audit monitoring, and environmental monitoring. We provided maintenance services and clinical performance reporting. The RTLS user delivers improvements in the following areas:</p> <ul style="list-style-type: none"> • Reducing the time in creating inventory reports • Improvement in patient care • Improvement in managing the assets and instruments • Inventory reduction • Ensuring safety in the operational procedures by staff and patients and meeting the safety regulations. • Monitoring the temperature and humidity conditions of VISN 10 Assets. 	
Configuration of Solution Implemented (Hardware, Software, Operating Systems):	
<p>Shipcom delivered a customized, fully integrated, highly scalable, high performance RTLS design that delivered unsurpassed ease of use tracking and reporting within an enterprise environment. Our solution provided VISN 10 facilities with a real-time capability to actively track all assets, medical supplies, staff, patients, and environmental conditions (point source monitoring of items). Shipcom's customized Catamaran-based RTLS platform allowed the VISN10 Headquarters to consolidate the data from each facility regardless of which technology is being utilized.</p> <p>Our Catamaran RTLS solution provided each VISN 10 facility (Cleveland, Columbus, Chillicothe, Dayton, Cincinnati and Ft. Thomas VA Medical Centers) and the Parma Community Based Outreach Center (CBOC) with a an automated RTLS solution including application software, receivers, ID tags, installation, and any additional ancillary equipment for tracking of equipment, supplies, implants, and surgical instruments. Our package provided VA medical centers with real-time capability to actively track all assets, medical supplies, staff, patients, and environmental conditions, increase clinical efficiencies, staff productivity, and maximize equipment utilization.</p>	
<p>System Maintenance / Quality Assurance Support – Shipcom provided the following services through contract duration:</p> <p>Rapid response to Customer's requests via a help desk, which is available 24 x 7, as, required.</p> <ul style="list-style-type: none"> • Free upgrades to major and minor software releases and hardware upgrades • Timely problem resolution • High quality software updates, enhancements, fixes and information guidance • Up-to-date service and installation information 	

In 2020, AIM recognized Shipcom for demonstrating innovative use of AIDC technologies.

NEWS RELEASE



AIM Congratulates 2020 Case Study Winners

AIM pays tribute to participants who demonstrated innovative use of AIDC technologies for their annual Case Study Competition.

Pittsburgh, Pennsylvania | December 17, 2020 | AIM, the leading industry association and global authority for nearly 50 years in innovation, standards, and solutions in barcode, biometrics, IoT, NFC, RFID, RTLS, and RAIN, announced the winners of its **2020 Case Study Competition**. This group of includes industry leaders from Shipcom Wireless, Avery Dennison, LedgerDomain, and Covisus.

Presented annually by AIM, the Case Study Competition recognizes those who have developed and delivered compelling solutions that contribute to the overall growth and advancement of automatic identification and data capture (AIDC) through the innovation and technologies which provide benefits such as decreasing risk, increasing demand, and accelerating advancement, and adopting automatic identification around the world. Awards are granted to companies who fall under the following categories: AIDC, IoT, Blockchain, and RFID.

Moving on over to the IoT category and our designated winner happens to be **Shipcom Wireless**. Their case study featured their very own Temperature Monitoring Solution, specifically for fleet management and cold chain custody compliance. One of their clients, Harris Health System (HHS) struggled with showing total visibility of traveling cooler temperatures when it comes to patient medical samples and refrigerated pharmaceutical transports daily. Shipcom worked to assist with this real-time monitoring and tracing of the environmental data that impacts trucks, increasing visibility, improving efficiencies, and assuring compliances are met for the entire organization. Their IoT-based solution analyzed the operational statuses of the HVAC equipment attached to individual vehicles and provided maintenance recommendations in the meantime.



Article Link: <https://web.aimglobal.org/news/NewsArticleDisplay.aspx?articleid=70>

6 Alternate Needs/Elements

Shipcom's **Catamaran NextGen** platform is a highly flexible and scalable system that allows our Customers to "plug and play" multiple system modules to meet Customer needs. Furthermore, Catamaran's composable architecture facilitates the customization of selected modules to unique Customer requirements.

6.1 Value-Adds

Specific "**Value-Adds**" that Shipcom can deliver to enhance the Jefferson County EMS Supply and Asset Management System include Fleet Tracking capabilities to monitor vehicles during movement, engine status and driver tendencies, as well as IoT sensors to monitor the environmental conditions of County assets. Our current product list of Catamaran modules is as follows:

- Catamaran NextGen Application Server
- Catamaran NextGen Development Server
- Catamaran NextGen Test/QA Server
- Catamaran NextGen Reporting Module
- Catamaran NextGen Legacy System Connector
- Catamaran NextGen Oracle Connector
- Catamaran NextGen SAP Connector
- Catamaran NextGen Warehouse Management Module
- Catamaran NextGen Supply Chain Management Module
- Catamaran NextGen Asset Management Module
- Catamaran NextGen Visualization Engine
- Catamaran NextGen Fleet Tracking - Telematics Module
- Catamaran NextGen Inventory Management Module
- Catamaran NextGen Resource Management Module
- Catamaran NextGen IoT Module
- Catamaran NextGen Cyber Module

6.2 Additional Costs for Implementation of the Offered Solutions

Shipcom lists additional costs for the implementation of the "**Value Adds**" described below in a separate Cost Narrative.

We have included the following modules as part of our initial offering to the County. Costs for additional modules are detailed in our Cost Narrative.

- RFID "Live Location Technology"

Attachment A – Vendor’s Declaration

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

VENDOR’S DECLARATION

The vendor submitting a proposal in response to Jefferson County’s RFP for EMS supply and asset management system understands, agrees, and warrants that:

1. The vendor has carefully read and fully understands the full scope of the requirements.
2. The vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
3. The vendor has liability insurance and a certificate of insurance will be provided before the commencement of any work.
4. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the acceptance deadline listed in the RFP but may not be withdrawn after such date and time.
5. Jefferson County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Jefferson County reserves the right to waive any technicalities and formalities in the proposal.
6. The vendor acknowledges that Jefferson County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.
7. Neither the vendor submitting this proposal, its officers, nor any predecessor companies are under any part of the Bankruptcy Act, nor have they filed under the Bankruptcy Act within the previous seven years.
8. The vendor submitting this proposal has been in business for at least one year.
9. The vendor has not been a party to any collusion among vendors in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or any discussion between vendors and any official of Jefferson County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a proposal.

VENDOR:



Signature

Misbah Aijaz, Client Technology Manager

Name & Title

11 November 2022

Date

Shipcom Wireless, Inc.

Company Name

11200 Richmond Avenue, Suite 552

Address

Houston, TX 77082

City, State, Zip

This declaration must be signed by an authorized representative of the Vendor and included with the proposal submission, along with a completed IRS form W-9.

Attachment B – W9 Form

Shipcom submits our W-9 Request for Taxpayer Identification Number and Certification as a separate attachment to our proposal.

Attachment C – Certificate of Insurance



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 21, 2022

For Informational Purposes
11200 RICHMOND AVE STE 552
HOUSTON TX 77082-2639

Account Information:

Policy Holder Details :	SHIPCOM WIRELESS
-------------------------	------------------



Contact Us

Need Help?

Start a live chat online or call us at

(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

WLTR005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLRISC INSURANCE AGENCY/PHS 61615791 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (A/C, No, Ext): (666) 467-8730 FAX (A/C, No): E-MAIL: ADDRESS:																									
INSURED SHIPCOM WIRELESS 11200 RICHMOND AVE STE 552 HOUSTON TX 77082-2639		DISURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Hartford Lloyd's Insurance Company</td> <td>NAIC#</td> <td>38253</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Fire and its P&C Affiliates</td> <td></td> <td>00914</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A:	Hartford Lloyd's Insurance Company	NAIC#	38253	INSURER B:	Hartford Fire and its P&C Affiliates		00914	INSURER C:				INSURER D:				INSURER E:				INSURER F:			
INSURER A:	Hartford Lloyd's Insurance Company	NAIC#	38253																								
INSURER B:	Hartford Fire and its P&C Affiliates		00914																								
INSURER C:																											
INSURER D:																											
INSURER E:																											
INSURER F:																											

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

BISH LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			61 SBA RV2058	05/29/2022	05/29/2023	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000						EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			61 WEC GF2478	09/15/2021	09/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			61 SBA RV2058	05/29/2022	05/29/2023	Each Claim Limit \$5,000 Aggregate Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations

CERTIFICATE HOLDER

For Informational Purposes
11200 RICHMOND AVE STE 552
HOUSTON TX 77082-2639

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

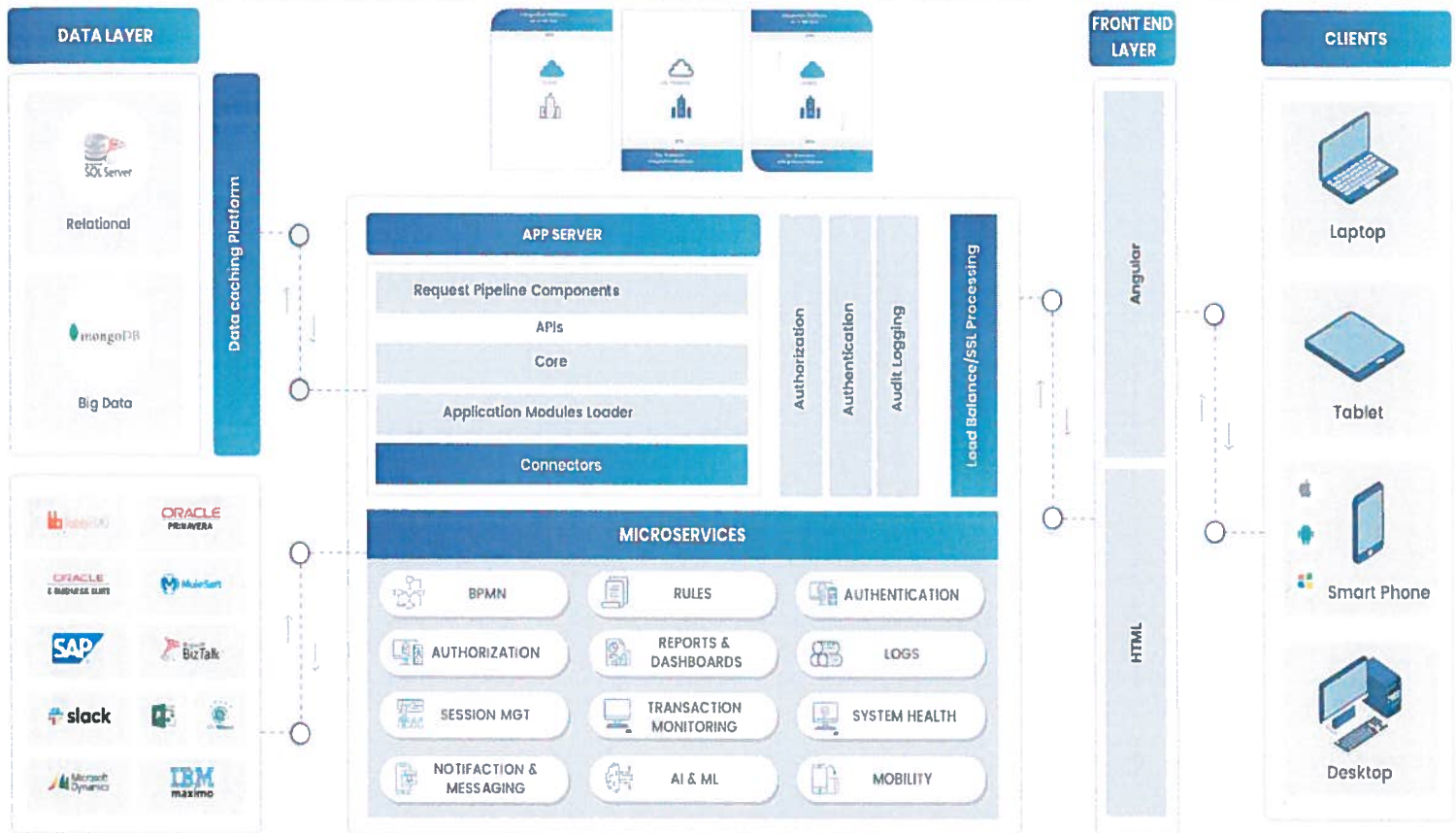
AUTHORIZED REPRESENTATIVE

Susan O. Castaneda

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ACORD 25 (2016/03)

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Jefferson County, West Virginia Emergency Services Agency

EMS Supply and Asset Management System

COST PROPOSAL

November 21, 2022 3:00 PM ET

Prepared by: Shipcom Wireless, Inc.
Misbah Aijaz
Client Technology and Services Manager
346-774-4243
majjaz@shipcomwireless.com

Prepared for: Jefferson County Emergency Services Agency
Bob Burner
Director
304-728-3287
purchasing@jcesa.org

Attn: Bob Burner

Director, Jefferson County Emergency Services Agency

Tel. 304-728-3287

Email: purchasing@jcesa.org**Date:** November 21, 2022

Shipcom Wireless is pleased to offer you a quote for the **Catamaran NextGen IoT EMS Supply and Asset Management System**.

The services quoted are for Catamaran NextGen to track EMS inventory and assets at stockrooms at 8 locations, 10 ambulances and 2 rapid response vehicles over the duration of the contract. Our cost quote includes:

- **System configuration and Installation**
- **System Training, Maintenance and Customer support**
- **Catamaran NextGen Software platform**
- **Hardware to include including**
 - Handheld IoT Reader Mobile Device (Optional)
- **Warranty for Hardware components over initial 3-year contract**

For any questions or clarifications that you may have in regard to our price proposal, please contact Misbah Aijaz, Client Services Manager, by phone or email, as presented on the cover page of this proposal.

Sincerely,



Misbah Aijaz

November 21, 2022



1 Fees/Costs

1.1 YEAR 1 – COST

Line Item	Qty	Unit Price	One-Time	Yearly	Year 1
Hardware - Handheld IoT Reader Mobile Device	20	\$ 2,500.00	\$ 50,000.00		\$ 50,000.00
Mobile Device License	20	\$ 800.00		\$ 16,000.00	\$ 16,000.00
Catamaran NextGen Application	1	\$ 150,000.00	\$ 150,000.00		\$ 150,000.00
Catamaran NextGen Application Location License	20	\$ 2,000.00		\$ 40,000.00	\$ 40,000.00
Training	1	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
System Implementation	20	\$ 2,500.00	\$ 50,000.00		\$ 50,000.00
System Maintenance and Service Support	1	\$ 39,000.00		\$ 39,000.00	\$ 39,000.00
Total			\$ 255,000.00	\$ 95,000.00	\$ 350,000.00

1.2 YEAR 2 – COST

Line Item	Qty	Unit Price	Year 2
Mobile Device License	20	\$ 824.00	\$ 16,480.00
Catamaran NextGen Application Location License	20	\$ 2,060.00	\$ 41,200.00
System Maintenance and Service Support	1	\$ 40,170.00	\$ 40,170.00
Total			\$ 97,850.00

1.3 YEAR 3 – COST

Line Item	Qty	Unit Price	Year 2
Mobile Device License	20	\$ 848.72	\$ 16,974.40
Catamaran NextGen Application Location License	20	\$ 2,121.80	\$ 42,436.00
System Maintenance and Service Support	1	\$ 41,375.10	\$ 41,375.10
Total			\$ 100,785.50

Total Project Price for Initial Three Year Period \$548,635.50

2 Optional Equipment

Shipcom has priced the following Handheld IoT Reader Mobile devices and associated licenses in our price Proposal.

These are optional items.

Our system is hardware agnostic and can be integrated with existing County scanning devices or other handhelds selected by the County.

3 Assumptions and Cost Notes

*Warranty costs for the fleet tracking devices are covered under our standard warranty presented for the initial 3-year contract period.

* Service Costs and License Fees for Year 3 and onwards incur an annual escalation rate of 3.0% over the price from the previous year.

* Shipcom will self-perform all services required under this contract. All personnel assigned to support this contract are current Shipcom employees.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

VENDOR'S DECLARATION

The vendor submitting a proposal in response to Jefferson County's RFP for EMS supply and asset management system understands, agrees, and warrants that:

1. The vendor has carefully read and fully understands the full scope of the requirements.
2. The vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
3. The vendor has liability insurance and a certificate of insurance will be provided before the commencement of any work.
4. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the acceptance deadline listed in the RFP but may not be withdrawn after such date and time.
5. Jefferson County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Jefferson County reserves the right to waive any technicalities and formalities in the proposal.
6. The vendor acknowledges that Jefferson County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.
7. Neither the vendor submitting this proposal, its officers, nor any predecessor companies are under any part of the Bankruptcy Act, nor have they filed under the Bankruptcy Act within the previous seven years.
8. The vendor submitting this proposal has been in business for at least one year.
9. The vendor has not been a party to any collusion among vendors in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or any discussion between vendors and any official of Jefferson County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a proposal.

VENDOR:



Signature

Misbah Aijaz, Client Technology Manager

Name & Title

11 November 2022

Date

Shipcom Wireless, Inc.

Company Name

11200 Richmond Avenue, Suite 552

Address

Houston, TX 77082

City, State, Zip

This declaration must be signed by an authorized representative of the Vendor and included with the proposal submission, along with a completed IRS form W-9.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SHIPCOM WIRELESS, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11200 RICHMOND AVENUE, SUITE 552

6 City, state, and ZIP code

HOUSTON, TEXAS 77082

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 6 - 0 5 2 5 9 2 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ► **11/08/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Quotation

Quote ID 62466
 Date November 14, 2022
 Expiration December 29, 2022
 Client URL

Prepared By Alex Daniel
 Regional Sales Manager
 (678) 566-6911
 alex@operativeiq.com

Quotation For

Jefferson County Emergency Services Agency
 , West Virginia
 304-839-2959

Annual Service License					
Description	Part Number	Quantity	Price	Monthly	Total
Inventory and Asset Management License	IQ10018	12.00	\$32.00	\$384.00	\$4,608.00
Fleet Management License	IQ10002	19.00	\$10.00	\$190.00	\$2,280.00
Narcotics Tracking Safe License - Enterprise 5	IQ10724	1.00	\$300.00	\$300.00	\$3,600.00
RFID Annual Data Service and Support License (Up to 10 Readers)	IQ10382	1.00	\$100.00	\$100.00	\$1,200.00
Subtotal					\$11,688.00

Equipment					
Description	Part Number	Quantity	Price		Total
Chainway Handheld RFID Reader (Includes: Power Supply, Cradle, Certified for use in USA and CANADA) Separate Subscription License Purchase Required	IQ10443	8.00	\$1,650.00		\$13,200.00
RFID Drug Safe - Retro-fit Kit (8" x 8" RFID Reader, Status Light, WiFi/Ethernet) + 6" External Antenna and 2' Cable; Separate Subscription License Purchase Required	IQ10301	1.00	\$2,550.00		\$2,550.00
Zebra ZD621R RFID 300DPI Label Printer / Encoder (USB/Ethernet) (ZD6A142-301FR1EZ)	IQ10676	1.00	\$1,700.00		\$1,700.00
Zebra ZD421 Barcode Label Printer (USB)	IQ10756	1.00	\$550.00		\$550.00
Opticon Barcode Reader for Mobile Devices - Bluetooth (2D) - White	IQ10743	1.00	\$365.00		\$365.00
Operative IQ Branded RFID Univ Mini 2.75" X .75"	IQ10689	100.00	\$2.00		\$200.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Green	IQ10261	4.00	\$255.00		\$1,020.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Light Blue	IQ10478	4.00	\$255.00		\$1,020.00

Printable RFID 4" x 2" Tracking Label (500 Labels) - Yellow - Single Roll	IQ10675	2.00	\$150.00		\$300.00
Zebra Barcode Label Kit 3" X 1" with High Performance Resin Ribbon (2,100 labels) - White	IQ10064	2.00	\$50.00		\$100.00
Operative IQ Foil Asset Tags - PHA Foil 1.75" X .625" (90 Barcoded Tags)	IQ10273	3.00	\$36.00		\$108.00
Subtotal					\$21,113.00

Professional Services					
Description	Part Number	Quantity	Price		Total
Training - Remote Training Hours	IQ10715	12.00	\$250.00		\$3,000.00
Subtotal					\$3,000.00

Thank you for choosing Operative IQ. We appreciate your business.

Total \$35,801.00

Comments or Special Instructions – the RFID label printer is on back order until Q1 2023

Licensing Agreement

- Scope:** EMS Technology Solutions will provide Jefferson County Emergency Services Agency, a private, public, or collective entity (the "Customer") access to Operative IQ management software as a service (the "Service"). The terms and conditions held within (the "Agreement") represent the terms and conditions under which EMS Technology Solutions will grant licenses to Customer for the Service. This Agreement shall begin on the signed Agreement date and maintain for the initial term of one (1) year (the "Term"). Upon expiration of the Term, Agreement will automatically renew for an additional one (1) year Term, unless terminated in accordance with Section 13, in which Customer may terminate the Agreement without penalty anytime during the Term contingent on a thirty (30) day written notice informing EMS Technology Solutions of intent. The initial Term together with any extensions thereof is referred to in the aggregate as the "Term". EMS Technology Solutions and the Customer shall sometimes be individually referred to as a "Party" and sometimes collectively referred to as the "Parties."

This Agreement along with the attached Quote sets forth the Services to be provided by EMS Technology Solutions and is hereby incorporated into and made an integral part of the Agreement between EMS Technology Solutions and Customer.

- Grant of Exclusive License:** Subject to the terms and conditions of this Agreement, EMS Technology Solutions hereby grants to Customer irrevocable use of the Service during the aforementioned Term. Customer acknowledges that the Operative IQ management software, including all aspects of the system and software, all supporting documentation, all versions, improvements, and developments however derived; all marks used therewith; and all intellectual property rights associated with any of the foregoing, are the property of EMS Technology Solutions and that EMS Technology Solutions holds all related patent, trademark, copyright, or trade secret interests therein. Customer further acknowledges that the Operative IQ management software, including the software and supporting documentation, is treated by EMS Technology Solutions as its secret and proprietary information of substantial value, and Customer shall treat such information so received in confidence and shall not use, copy, disclose, reverse engineer nor permit any Licensee Personnel or any other person or entity to use, copy, disclose, or reverse engineer the same for any purpose that is not specifically authorized under this Agreement.
- Product Service Fees:** Requested Payment Terms and quantity of licenses specific to each Service ("Service License") shall be as specified on the Quote. Customer holds option of Service License Requested Payment Term of annual, quarterly, monthly which is to be identified on Agreement. Requested Payment Term will be annual in the event of failure of Customer to identify. In the event of Agreement termination prior to the end of a Term, the Service License will be prorated to reflect the number of months remaining in the final Term.

Quantity of Licenses may be increased or decreased without penalty. Minimum license requirements may apply based on the Service selected. Changes to the Service and equipment may be made at any time by contacting EMS Technology Solutions. Any additional Service may be added at any subsequent date by agreement of both EMS Technology Solutions and Customer. Any changes to the Service and equipment provided will be governed by this Agreement unless a new agreement is requested in writing.

Custom RFID Solutions or IT Professional Services Terms are 50% down to commence production, 50% upon delivery. A non-cancellable purchase order will be required.

4. **Taxes:** Prices stated do not include any sales, use, or excise tax or any other tax, duty or charge which is now in effect or may be hereafter imposed by any Federal, State, or other authority. All such taxes, duties or other charges shall be assessed and paid by Customer at the time of invoicing unless Customer shall provide Seller an exemption certificate acceptable to the appropriate authorities.
5. **Professional Services:** Professional Services shall be as specified on the Quote and payable upon receipt. Professional Services may include setup expenses, remote hourly training, data entry hours, onsite professional services, remote optimization services or custom IT systems integration and development.

Remote hourly training includes dedicated time for customer operations administrators with an EMS Technology Solutions Implementation Specialist to complete interactive training online via webinars. Onsite Professional Services include travel expenses within the continental United States. International, Hawaii and Alaska travel expenses are not included and will be invoiced upon completion of travel. Training packages are available for use for up to one year from the date of purchase. It is the client's responsibility for scheduling training sessions during this time with an Implementation Specialist. Unused training hours or onsite packages will not be refunded once the year has passed.

IT Professional Services projects typically commence within four weeks of the signed agreement date, subject to resources being available. Project start dates are communicated with clients when projects are added to the overall IT resource plan. Client agrees to engage during the project timeline specified to ensure timely project completion. Projects with no client engagement over one week will be put on hold and subject to resource allocation and additional costs. Once projects are considered complete, any changes or additional requests are subject to additional revision fees, which will be quoted and signed off.

6. **Technical Support:** EMS Technology Solutions will provide application support and hosting as well as database management services for the Service on our application servers. EMS Technology Solutions will provide on-going technical and non-technical support for application users as part of the Service License. Maintenance upgrades to the Service that are relevant to all customers will be provided at no additional charge.
7. **Data Security:** EMS Technology Solutions uses a Disaster Recovery as a Service (DRAAS) solution to replicate data to a secondary datacenter for use in the event of a disaster. Local data backups are performed daily. Alert Logic Threat Manager is and Data Center Security are in place to further protect the computing environment and Customer data. Ownership of the data remains under the jurisdiction of the Customer.
8. **Equipment:** Customer may purchase equipment including RFID Readers, Barcode Printers, Barcode Readers, Biometric Readers, and Consumables as needed to operate the Service. Prices for equipment shall be specified on the agreement. Equipment invoices shall be payable upon receipt.
9. **Warranties:** Equipment sold by EMS Technology Solutions carry only those warranties specified for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. As to such equipment there are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. If there is a breach or violation of any such warranties EMS Technology Solutions shall hold option, to repair or replace the equipment. EMS Technology Solutions shall not be liable for punitive, special, proximate, incidental, consequential, or exemplary damages including loss of profits. Notwithstanding this warranty, Customer shall be responsible for all regular service and maintenance of equipment. In no event will EMS Technology Solutions be liable for any damages or nonconformity of equipment to the extent caused either directly or indirectly by Customer or its designated representatives, employees, contractors, or agents.
10. **Indemnity:** EMS Technology Solutions shall defend, indemnify and hold harmless Customer, and its elected officials, directors, officers and employees, from any claims, losses, damages, penalties, judgments and liabilities, including all reasonable related costs and expenses, arising in connection with any action or claim that the Service infringes or misappropriates any patent, copyright, trade secret or other intellectual property right, including any third-party intellectual property right.
11. **Force Majeure:** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
12. **Confidentiality:** Neither Party may disclose Confidential Information (as hereinafter defined) of the other Party to a third party without the prior written consent of the other, except as required by law, pursuant to a valid order or directive of a court or other governmental body, agency, department, or entity of the United States, any State, or any political subdivision of either the United States or any State, or in response to a subpoena (or similar instrument) issued in connection with an administrative or judicial

proceeding, or as necessary to perform its obligations or to enforce its rights or establish obligations under this Agreement. Notwithstanding the forgoing, EMS Technology Solutions may, subject to Customer's prior written consent, use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither Party will make any press release or other public announcement regarding this Agreement without the other Party's prior written consent except as required under applicable law or by any governmental agency. Subject to the provisions of this section, Customer shall maintain the confidentiality of all source materials and other sensitive information regarding software functionality. The recipient of Confidential Information shall give prompt notice to the other Party of an order, directive, or subpoena prior to disclosure so that an appropriate protective order or other action regarding such disclosure can be sought.

For purposes hereof, "Confidential Information" means all confidential and propriety information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing (and if disclosed orally, promptly confirmed in writing thereafter), that is designated and clearly identified as confidential, and for purposes hereof Confidential Information includes all Customer data. Confidential Information (except for Customer data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

The obligations of the Parties with respect to Confidential Information shall survive the expiration or termination of this Agreement.

13. Miscellaneous: Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customers "own use" as to not be shared with separate entities, such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either Party unless reduced to writing and signed by an authorized employee of the Party to be bound.
14. Termination: Either Party may terminate this Agreement at any time with or without cause for any reason or for no reason by giving the other Party at least thirty (30) days prior written notice. In addition, EMS Technology Solutions may terminate this Agreement by written notice to the Customer if the license fee due hereunder is not timely paid and such non-payment is not cured within 90-days from the due date. Notwithstanding the foregoing, however, each Party reserves the right to terminate this Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; or (b) the other Party commits or suffers any act of bankruptcy or insolvency. If this Agreement for service is terminated for any reason, Customer will be provided access to a backup of the Customer's data. EMS Technology Solutions will retain a copy of Customer's data for up to one (1) year from date of termination.
15. Relationship of Parties: Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party, except to the extent specifically authorized in writing by the other Party.
16. Assignment: This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning Party's assets, or (b) the non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or EMS Technology Solutions shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
17. Notices: All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. For purposes hereof, notice or other communications shall be deemed to have been given, delivered, or provided (i) if delivered personally, at the time of delivery, (ii) if sent by facsimile, at the time the confirmation of such facsimile (whether by personal delivery, registered or certified mail, or overnight courier) is given or provided, (iii) if sent by nationally-recognized overnight courier, at the time of delivery by the courier, or (iv) if sent by registered or certified mail, postage prepaid, return receipt requested, 72 hours after deposit in the United States mail.
18. Headings: The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.

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19. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties agree that the enforcement of any provision of this Agreement shall be brought solely in the courts of Cobb County, Georgia.
20. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
21. Waiver: The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or insistence or excuse a similar subsequent failure to perform any such term or condition by the other Party. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
22. Signed Agreements: Signed Agreements must be received within 45 days of the quotation date.

Quotation Summary

Quote ID: 62466 Date: November 14, 2022 Expiration: December 29, 2022 Client URL: Amount: \$35,801.00	Prepared By: Alex Daniel Regional Sales Manager (678) 566-6911 alex@operativeiq.com
------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------

Accounting Information

Bill To

Jefferson County Emergency Services Agency , West Virginia 304-839-2959	Jefferson County Emergency Services Agency , West Virginia
-----------------------------------------------------------------------------------	-------------------------------------------------------------------

Ship To

Accounting Email

EMS Technology Solutions, LLC sends electronic invoices for payment therefore a business email is **required**. If one is not listed below, please indicate the best email for your accounting department. Avoid using personal emails. Select whether your company should be tax exempt. All credit card payments will incur a 3% processing fee at the time of payment.

	Tax Exempt Yes <input type="checkbox"/> No <input type="checkbox"/>
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Payment Terms

<input type="checkbox"/> Annual, Net 45	<input type="checkbox"/> Quarterly, Net 30	<input type="checkbox"/> Monthly, Net 15	<input type="checkbox"/> Credit Card
-----------------------------------------	--------------------------------------------	------------------------------------------	--------------------------------------

Purchase Order

<input type="checkbox"/> Purchase Order Not Required
<input type="checkbox"/> Purchase Order Required PO Number: _____

Existing Customers

Select the appropriate option below for existing customers adding services.

<input type="checkbox"/> Invoice <u>separately</u> from my other services	<input type="checkbox"/> Invoice along <u>with</u> my other services
---------------------------------------------------------------------------	----------------------------------------------------------------------

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-217-2707
Canada: 647-694-0150



Acceptance of Quotation

IN WITNESS WHEREOF, the person signing below represents and warrants that she or he has the authority to bind Jefferson County Emergency Services Agency and execute the terms of this agreement.

Signature

Name

Title

Date

Agreements can be Signed Electronically
or Faxed to (404) 424-9401
Attn: Alex Daniel

Standard Equipment Options

Standard Equipment can be ordered at any time by using the Operative IQ Integrated Supplier option from your Purchasing Module or by sending a Purchase Order to your Account Manager. Below is a list of equipment categories we offer. For details, pricing, or custom RFID Solutions, tracking tags or equipment please contact your Account Manager. Prices are subject to change. All equipment offered is tested for use with the Operative IQ system.

- ✓ BARCODE PRINTERS AND READERS
- ✓ BARCODE LABELS AND SEALS
- ✓ KOAMTAC BARCODE READERS AND CASES
- ✓ RFID EQUIPMENT
- ✓ RFID TAGS AND SEALS
- ✓ BIOMETRIC FINGERPRINT READERS
- ✓ GEOTAB FLEET TELEMATICS
- ✓ VEHICLE CAMERAS

**For faster ordering use the Operative IQ Integrated Supplier from your Purchasing module. **

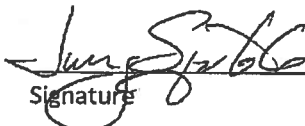
JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

VENDOR'S DECLARATION

The vendor submitting a proposal in response to Jefferson County's RFP for EMS supply and asset management system understands, agrees, and warrants that:

1. The vendor has carefully read and fully understands the full scope of the requirements.
2. The vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
3. The vendor has liability insurance and a certificate of insurance will be provided before the commencement of any work.
4. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the acceptance deadline listed in the RFP but may not be withdrawn after such date and time.
5. Jefferson County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Jefferson County reserves the right to waive any technicalities and formalities in the proposal.
6. The vendor acknowledges that Jefferson County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.
7. Neither the vendor submitting this proposal, its officers, nor any predecessor companies are under any part of the Bankruptcy Act, nor have they filed under the Bankruptcy Act within the previous seven years.
8. The vendor submitting this proposal has been in business for at least one year.
9. The vendor has not been a party to any collusion among vendors in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or any discussion between vendors and any official of Jefferson County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a proposal.

VENDOR:


Signature
Jimmy Squibbs DIRECTOR OF SALES
Name & Title
11/9/22
Date

OPERATIVE 12
Company Name
3781 TRAMORE POINTE PKWY
Address
AVSTELL, GA 30106
City, State, Zip

This declaration must be signed by an authorized representative of the Vendor and included with the proposal submission, along with a completed IRS form W-9.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EMS Technology Solutions, LLC, dba Operative IQ

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3781 Tramore Pointe Parkway

6 City, state, and ZIP code

Austell, GA 30106

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 1 5 7 1 8 8 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/25/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J&A Insurance Agency Inc. 1300 Ridenour Blvd. Ste. 100 Kennesaw GA 30152		CONTACT NAME: Joe Jaynes PHONE (A/C, No. Ext): (678) 266-3353 FAX (A/C, No): (678) 266-3353 E-MAIL ADDRESS: jj@jainsuranceagency.com	
INSURED Ems Technology Solutions, LLC dba Operative IQ 3781 Tramore Pointe Pkwy. Austell GA 30106		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins. Co. INSURER B: Sentinel Ins. Co. INSURER C: Sentinel Ins. Co. INSURER D: Farmington Casualty Ins. Co. INSURER E: Sentinel Ins. Co. INSURER F: Twin City Fire Insurance Co.	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20SBAAB2395	07/18/2021	07/18/2022	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			20SBAAB2395	07/18/2021	07/18/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			20SBAAB2395	07/18/2021	07/18/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7J299281	07/18/2021	07/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Technology Errors and Omissions			20SBAAB2395	07/18/2021	07/18/2022	per glitch	\$2,000,000
							aggregate	\$2,000,000
							retention limit:	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

F. CyberChoice First Response Policy (3rd Party Cyber Liab.), Pol.#20MB 0349843-22, Eff. 4-29-22 to 4-29-23, \$2mm Combined Aggreg. limit, Data Privacy and Network Security Liab. and Expense Ins. Limit \$2mm (\$2,500 retention limit), Digital Media Liab. limit \$2mm (\$2,500 retention limit).

CERTIFICATE HOLDER**CANCELLATION**

EMS Technology Solutions LLC 3760 Tramore Pkwy. Austell, GA 30106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joe Jaynes, Agency Principal
-------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Nathan Cochran**

Department or Organization: **Prosecuting Attorney's Office**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **December 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice: **December 15, 2022**

Subject (*Wording to be placed on agenda*):

- a. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, including bonding, comprehensive plan, and related matters. Discussion of public hearing on proposed text amendment, review and consideration of amendment text, adoption of amendment and/or modification of amendment text and/or Planning Commission review and associated fees. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C- 33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, Jefferson County Circuit Court Civil Action No. 2022-C-103 and WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731.
- b. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170) and related matters.

Is this a funding request? **No**

If so, how much? **N/A**

Provide exact financial impact/request:

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **N** Internet/Wi Fi **N** Telephone for conference call **N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angela Banks, Assessor

Department or Organization: Jefferson County Assessor's Office

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: December 1, 2022

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Acknowledgement of Completion of "Assessor's Additional Duties," as delineated in WV Code 7-7-6a.

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

- I move to acknowledge the substantial completion of the Assessor's additional duties as outlined in WV Code 7-7-6a and approve the additional compensation of \$15,000 as provided in WV Code 7-7-6b.

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION
not applicable

Dave Hardy
Secretary of Revenue



STATE TAX DEPARTMENT

Matthew Irby
State Tax Commissioner

November 16, 2022

President, Jefferson County Commission
Jefferson County Courthouse
104 E Washington Street
Charles Town, West Virginia 25414

Dear Commission President:

This letter is to certify that Angela Banks, Assessor of Jefferson County, has substantially complied with the "assessor's additional duties" as delineated in West Virginia Code § 7-7-6a. Substantial completion of the additional duties entitles Ms. Banks to the additional compensation of \$15,000 as provided in West Virginia Code § 7-7-6b.

Sincerely,

A handwritten signature in dark ink, appearing to be "Matthew Irby", written over a horizontal line.

Matthew Irby
State Tax Commissioner

MI/ct

cc: Assessor of Jefferson County
Clerk of Jefferson County

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: John Nissel, County Administrator

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **December 1, 2022**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **COUNTY ADMINISTRATOR REPORTS**

- ☒ **Selection of Audit Firm for FY22 Financial Statement Audit**
- ☒ **Personnel Action**

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N **NO**

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/**N** Internet/Wi Fi Y/**N** Telephone for conference call Y/**N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Public Comment for Jefferson County Commission meeting November 17, 2022

I, David Tabb, a lifelong resident/taxpayer make the following comments:

PUBLIC COMMENT –

It appears we still have a Republican based County Commission. Therefore, there is no hope of the survival of the volunteer fire companies as the county has been accustomed. With that said, this County Commission that made such drastic changes will “own” it, when and if it does not work.

Congratulations to Ms. Alt for her six years of being elected to the County Commission for putting the aquatic center wants over the needs of Jefferson County’s emergency services.

To the voters of Jefferson County: I hope you never need to use the newly approved emergency services.

I do not have to win in order to continually challenge the County and State’s governments. I meet a lot of people and had fun seeing the County Officials terrified that I might win.

PRESENTATION # 5 – Dennis Jarvis, Director, Jefferson County Development Authority

- **Request of payment of Legal Fees for the JCDA property sales.**

I didn’t see the agreement. Shouldn’t we see the agreement first? (No transparency)

- **Request for support for the Local Economic Development Grant Resolution**

This is not clear, how the JCDA has been operating in the best interest of the community, when all the projects have been hidden, such as the Rockwool pilot program.

PRESENTATION # 6 – Wayne Clark, Delegate, and JHS Group.

- **Request for (letter) WVDOH to explore construct of an interchange on Rt 340 and Augustine Ave.**

First, who is the JHS Group? There is no documentation on what is to be addressed. Again, no transparency.

County Administrator Reports

- **Approval to hire Finance Director**

There is no documentation regarding the approval for a hiring a Finance Director.

“The public reserves the right to call out the public officials to follow the required laws to ensure the constitutional rights of the public. The Governor has ordered the Government to be “open for business” and not deprived the public of notice and comments that would violate ethic provisions.”

It is hard to be safe, with the current County Commission.

Have a nice day!



MINUTES
Jefferson County Parks & Recreation Commission
January 19, 2022
7:00 p.m.
zoom

- I. Call to Order: 7:16 p.m.
- II. Roll Call: Allen, Benzinger, Commissioner Ath, Baker, Manuel, Marshall, McIntyre, Milbourne, and Thompson
- III. Public Comment: none
- IV. Approval of Minutes: Marshall made motion. Approved
- V. Treasurer's Report: Treasurer Marshall gave treasurer's report
- VI. Director's Report: Director Myers gave the director's report. Hite Park had some damage done. Programs are ongoing. Motion by Manuel to approve staff hires. Having some problems with equipment.
- VII. Standing Committee Reports
 1. Executive: Discussed Moulton Park
 2. Finance: No
 3. Infrastructure: No
 4. Operations: discussed part time salary
 5. Audit: review no
- VIII. Unfinished Business
- IX. Old Business
- X. New Business
 1. Discussion and possible action on approval Part-Time Salary Scale
 - i. Operations Committee proposed to raise the rate to \$12 per hr. Marshall made motion to accept the proposed rate by the Operations Committee. Approved
 2. Discussion and possible action on County Commission Budget Request

for FY 22/23

- i. Discussed. Marshall made motion to approve the budget request to the County Commission and add more to maintenance in the salary line. Approved
3. Discussion and possible action on Memorandum of Understanding with the City of Charles Town regarding programming and facilities.
 - i. Discussed. Operations Committee recommends approval of MOU with the City of Charles Town, Benzinger made motion to approve the MOU with the City of Charles Town and if no major changes Director Myers can sign it. Approved.
4. Discussion and possible action on Easement with West Virginia Land Trust concerning Moulton Riverside Park.
 - i. Motion made by Marshall to empower the Executive Committee to negotiate the easement language on behalf of the board of directors. Approved
5. Marshall approved a letter of support to Chesapeake Economic Development Administration Grant

XI. Adjourn: Marshall made motion to adjourn at 9:00 pm. Motion passed.



MINUTES
Jefferson County Parks & Recreation Commission
February 16, 2022
7:00 p.m.
Jefferson County Community Center

- I. Call to Order: 7:03 p.m.
- II. Roll Call: Baker, Benzinger, Manuel, Marshall, McIntyre, and Thompson
- III. Public Comment: none
- IV. Approval of Minutes: Marshall made motion. Approved
- V. Treasurer's Report: No report
- VI. Director's Report: Director Myers gave the director's report. Maintenance work continues in the parks, winter programs are continuing, and park projects are starting.
- VII. Standing Committee Reports
 1. Executive: No
 2. Finance: No
 3. Infrastructure: No
 4. Operations: Maintenance policy discussed
 5. Audit: review no
- VIII. Unfinished Business
- IX. Old Business
 1. Discussion and possible action on Easement with West Virginia Land Trust concerning Moulton Riverside Park. (Possible Executive Session)
 - i. The Land Trust is making comments.
- X. New Business
 1. Discussion and possible action on submittal of a WV Culture & History Grant for infrastructure related to phase II of the amphitheater.
 - i. Consensus from the board to more forward to submit the grant when it comes available.

2. Discussion and possible action on maintenance plan/standards for parks and facilities.
 - i. Review of the plan
3. Discussion and possible action on hybrid/in person meetings and equipment.
 - i. It was discussed to try to get better equipment to access meetings.
4. Discussion and possible action on hiring sound company for Levitt AMP Series.
 - i. It was discussed.

XI. Adjourn: Benzinger made motion to adjourn at 7:45 pm. Motion passed.



MINUTES
Jefferson County Parks & Recreation Commission
Special Meeting
February 2022
7:00 p.m.
Zoom/person

- I. Call to Order: 7:04pm
- II. Roll Call: Allen, Benzinger, Baker, Manuel, Marshall, McIntyre, Milbourne, and Thompson
- III. New Business
 1. Workshop to include discussion and possible action on Easement with West Virginia Land Trust concerning Moulton Riverside Park.
 - i. Marshall moved to move into executive session to discuss land trust negotiations. Approved
 - ii. Marshall moved to come out of executive session. Approved
 - iii. Allen and Director Myers will continue to work on the documents.
- IV. Adjourn: Manuel made motion to adjourn at 7:55 pm. Motion passed.

Jefferson County Parks and Recreation Commission
Meeting Minutes March 16, 2022

- I. Call to Order at 7:01 p.m.
- II. Roll Call: Susan Benzinger, Missy Thompson, Dale Manuel, Debra Allen, Giordana Baker, Paul Marshall, Toni Milbourne. Also present Jennifer Myers, director, David Kling, assistant director and Clare Ath, county commission liaison.
- III. Public Comment: None
- IV. Approval of Minutes: Motion by Manuel to approve minutes from the Feb. 16 regular meeting. Motion approved.
- V. Treasurer's Report: No report this month
- VI. Director's Report: Director Myers presented report giving report of each park as well as program updates. Motion to approve hire of James McCombs and Rick McIntyre in the maintenance department was made by Manuel. Motion approved.
- VII. Standing Committee Reports
 - A. Executive: Did not meet
 - B. Finance: Did not meet
 - C. Infrastructure: Did not meet
 - D. Operations: Met to discuss maintenance plan
 - E. Audit: Did not meet
- VIII. Unfinished Business: None
- IX. Old Business
 1. Discussion and possible action on hybrid/in person meetings and equipment. Ask Neil was present with options for hybrid meeting equipment. Consensus of the board to continue with hybrid meeting availability and have Director Myers complete project.
 2. Discussion and possible action on maintenance plan/standards for parks and facilities. No decision made on a draft plan.
 3. Discussion and possible action on Riverside easement with West Virginia Land Trust. No decision made on this line item. Negotiations will continue.
- X. New Business
 1. Discussion and possible action on update to Covid Reopening Plan and changes in policy. Motion by Marshall to approve Phase III Complete Reopening Plan with changes provided by Director Myers as well as saying "Precautions are optional. Vulnerable individuals may continue to take precautionary measures." Motion approved.
 2. Discussion and possible action on full-time staff salary scale implementation. Line item sent to finance committee.

Jefferson County Parks and Recreation Commissioner
Meeting Minutes April 27, 2022

I. Call to order at 7:02 p.m.

II. Roll Call: Dale Manuel, Susan Benzinger, Debra Allen, Missy Thompson, Giordana Baker, Paul Marshall, Toni Milbourne, Jimmy Pierson (via phone) as well as Jennifer Myers, director and David Kling, assistant director.

III. Public Comment: Brendan Croner and Chad Gauthier spoke to the Highland Games planned to be held at Sam Michaels Park on Oct. 1, 2022.

IV. Approval of minutes: Motion by Marshall. Approved.

V. Treasurer's Report: Presented by Paul Marshall

VI. Director's Report: Myers gave report indicating that all parks are undergoing routine seasonal maintenance with a lot of mowing. Permit received for lights at Amp; renovation of front landscaping at Community Center underway; program guides distributed; need to put audit out to bid. Myers shared that MK Baker submitted resignation.

Motion by Manuel to approve submitted list of new hires for summer camps. Approved.

VII. Standing Committees

1. Executive: Committee met to speak about the easement at the Riverside property. No action.
2. Finance: Committee met to discuss pay grades. No action.
3. Infrastructure: Committee met to discuss Phase 2 of amphitheater.
4. Operations: Need to meet to work on residential lease agreement.

VIII. Unfinished Business: None

IX. Old Business:

1. Discussion and possible action on Riverside easement with West Virginia Land Trust. Executive session on land acquisition. No action taken.
2. Discussion and possible action on full-time salary scale implementation. Tabled until May meeting.

X. New Business

1. Discussion and possible action on allowing and submitting ABC permits to allow beer/wine sales at the Amp for ticketed event, hosted by JCPRC on date TBD and the Highland Games Oct. 1. Motion by Marshall to approve submission. Approved.
2. Discussion and possible action on Levitt Amp Grant application for 2023 and beyond; including changes to grant program. Motion by Marshall to commit to a 3-year grant application for Levitt grants for a total of \$90,000. Approved.
3. Discussion and possible action on future land acquisition near Sam Michaels Park. Motion by Marshall to enter executive session to discuss possible land acquisition. Approved. Motion by Allen to exit executive session. Approved. No action.
4. Discussion and possible action on tobacco-free policy. Motion by Manuel to make JCPRC tobacco free. Approved. Policy will go to Jefferson County Commission for their approval as well as they own some park property.
5. Discussion and possible action on Special Event application/AMP policy. Motion by

Marshall to adopt changes to Parks and Recreation Special Event policy as delineated in document presented by Director Myers. Approved.

XI. Adjournment: Motion by Allen to adjourn. Approved.



MINUTES
Jefferson County Parks & Recreation Commission
May 18, 2022
7:00 p.m.
JCCC or Zoom

- I. Call to Order: 7:07 pm
- II. Roll Call: Allen, Ath, Baker, Marshall, Milbourne, McIntyre, and Thompson
- III. Public Comment: None
- IV. Approval of Minutes: None
- V. Treasurer's Report: None
- VI. Director's Report: Director Myers gave the report. Maintenance is heavy into mowing all parks, day camps started June 6. Marshall made motion to accept the new hires. Approved.
- VII. Standing Committee Reports
 1. Executive: None
 2. Finance: None
 3. Infrastructure: None
 4. Operations: None
 5. Audit: None
- VIII. Unfinished Business
- IX. Old Business
 1. Discussion and possible action on Riverside easement with West Virginia Land Trust.
 - i. Meeting with attorneys to discuss the easement
 2. Discussion and possible action on Full-Time Staff Salary Scale implementation. (Possible Executive Session).
 - i. Still working on plan
 3. Discussion and possible regarding land acquisition as part of the county's comprehensive plan. (Possible Executive Session)
 - i. Discussed. Marshall made a motion that the Parks and Recreation is not interested in the property. Passed
 4. Discussion, updates and possible action on Tobacco Free Policy for parks.

- i. Discussed. Marshall made a motion to approve the tobacco free policy as amended effective June 4, 2022. Passed

X. New Business

- 1. Introduction of John Nissel as the new Jefferson County Administrator.
 - i. John was introduced and welcomed to the board meeting.

XI. Adjournment: motion to adjourn 8:23. Approved.



AGENDA
Jefferson County Parks & Recreation Commission
June 15, 2022
MINUTES
7:00 p.m.
JCCC

- I. Call to Order - 7:00pm
- II. Roll Call- Commissioner Ath, Baker, Marshall, Milbourne, McIntyre, Thompson
- III. Public Comment: Edward Uzan, Candance Wilson spoke on behalf of Summit Point Park about the tennis courts, mowing and gates closed through April
- IV. Approval of Minutes-Motion to approval April and May minutes by Thompson.
Approved
- V. Treasurer's Report-none
- VI. Director's Report-Director Myers gave director's report. At the dog park people are not cleaning up after their dogs. May have to start charging a fee to go in. Maintenance staff is doing the best they can with being short staffed.
- VII. Standing Committee Reports -No committees met
 1. Executive
 2. Finance
 3. Infrastructure
 4. Operations
 5. Audit
- VIII. Unfinished Business
- IX. Old Business
 1. Discussion and possible action on Riverside easement with West Virginia Land Trust.
 - i. Still in negotiations
 2. Discussion and possible action on Full-Time Staff Salary Scale implementation. (Possible Executive Session).
 - i. After discussion Thompson made the motion to approve the full-time staff salary scale implementation effective as of July 1, 2022
- X. New Business

1. Discussion and possible action on approval of alcohol for festival Oct 15-16.
 - i. Marshall made motion to approve and write a letter giving permission for alcohol being sold at the Shepherdstown Fairy Festival. Approved
2. Discussion and possible action on Flex-time policy.
 - i. Discussed. Marshall made motion to accept the Flex-time policy as presented starting July 1, 2022. Approved
3. Discussion and possible action on FY 22/23 budget.
 - i. Thompson moved to go into Executive Session. Approved.
Marshall made a motion to approve the FY 22/23 budget as provided and as part of the budget to give Director Myers a 10% pay raise. Approved
4. Discussion and possible action on 22/23 park projects & improvement list.
 - i. Reviewed the park projects
5. Discussion and possible action on tennis court renovations at South Jefferson Park.
 - i. Discussed. Director Myers purposed an FRP for a master plan of South Jefferson Park before doing any work.

XI. Adjournment -Marshall moved to adjourn at 8:57pm. Approved



MINUTES

Jefferson County Parks & Recreation Commission

July 20, 2022

7:00 p.m.

JCCC or

<https://us02web.zoom.us/j/88295025269?pwd=TIJuWFBtOXJnZDEamg1NTVrbHI3Zz09>

- I. Call to Order- 7:00PM
- II. Roll Call-Baker, Benzinger, Thompson, Marshall, Milbourne, McIntyre, Allen
- III. Public Comment: None
- IV. Approval of Minutes: Benzinger made motion to approve. Approved
- V. Treasurer's Report: Treasurer Marshall gave report
- VI. Director's Report: Director Myers gave the report. The staff is doing a great job. The benches and parking lot is done at James Hite. At Leetown Park the lights are bad. Summit Point Park fixed cracks in tennis courts, and the Reagan Years are performing July 30.
- VII. Standing Committee Reports – No standing committee reports
 1. Executive
 2. Finance
 3. Infrastructure
 4. Operations
 5. Audit
- VIII. Unfinished Business
- IX. Old Business
 1. Discussion and possible action on Riverside easement with West Virginia Land Trust.
 - i. Discussion on the easement continues
- X. New Business
 1. Discussion and possible action on selection of bid winner for Phase II of the AMP at Sam Michaels Park.
 - i. The winner of the bid was Minghini. Allan made motion to go ahead and start the project. Approved.
 2. Discussion and possible action on selection of bid winner for FY 21/22 audit.

- i. Agreed for the Audit Committee to move forward.

XI. Adjournment -7:48 adjourned meeting.



AGENDA
Jefferson County Parks & Recreation Commission
September 21, 2022
MINUTES
7:00 p.m.
JCCC

- I. Call to Order - 7:04pm Vice President Thompson conducted the meeting in the President's absence
- II. Roll Call- Allen, Baker, Marshall, McIntyre, Thompson, Director Jennifer Myers and Jefferson County Commissioner/Park Liason Ath
- III. Public Comment: None
- IV. Approval of Minutes-Motion to approve minutes by Allen. Approved
- V. Treasurer's Report-none
- VI. Director's Report-Director Myers gave director's report. Maintenance continues at parks and projects continue at the parks. Marshall made motion to approve the new hires. Approved
- VII. Standing Committee Reports
 1. Executive - No
 2. Finance - no
 3. Infrastructure - yes
 4. Operations- yes
 5. Audit- no
- VIII. Unfinished Business
- IX. Old Business
 1. Discussion and possible action on Riverside easement with West Virginia Land Trust.
 - i. It is moving forward
- X. New Business
 1. Discussion and possible action on Land & Water application due 12/31/22 with respect to new Shepherdstown Elementary School Park proposal.
 - i. Discussion. Marshall made a motion to move forward to apply for the grant contingent on ownership of the land. Approved. Baker voted

against.

2. Discussion and possible action on the maintenance, upkeep, and amenity offerings at Leetown Park.
 - i. Director Myers will run numbers on the options for the park.
3. Discussion and possible action on personal issues.
 - i. Marshall made motion to move to executive session to discuss personnel.
 - ii. Allen made motion to come out of executive session.
4. Discussion and possible action on contracting a Human Resources Firm for assistance with HR related matters and updating the employee handbook.
 - i. Discussed and moved to table to get more information
5. Discussion and possible action on a Fleet Safety Program
 - i. Tabled
6. Discussion and possible action on scheduling evaluation for Executive Director
 - i. Tabled to the executive committee

XI. Adjournment -Allen moved to adjourn at 8:54pm. Approved

Jefferson County Parks and Recreation Commission

Minutes

Oct. 19, 2022 Meeting

- I. Call to Order: Meeting called to order by President Toni Milbourne at 7 p.m.
- II. Roll Call: In attendance were Board members Milbourne, Baker, Benzinger, Manuel, Marshall and Allen. Also in attendance were staff members Jennifer Myers, David Kling and Tommy Van Vliet.
- III. Public Comment: None
- IV. Approval of Minutes: Motion to approve minutes by Benzinger with change to add Director Myers to Roll Call and move County Commission Liaison Clare Ath to the end of the attendance list. Also add in New Business #1 that Baker voted against the motion. Unanimous approval with changes.
- V. Treasurer's Report: Written and verbal report presented by Marshall.
- VI. Director's Report: Written report presented
- VII. Standing Committee Reports: None of the standing committees met.
 1. Executive
 2. Finance
 3. Infrastructure
 4. Operations
 5. Audit—Noted that the contract from the state should be in hand by week's end.
- VIII. Unfinished Business
 1. Discussion and possible action on the maintenance, upkeep, and amenity offerings at Leetown Park.
Motion by Marshall to convert fields to multipurpose fields and decommission lighting system.
Subsidiary Motion by Manuel to postpone action until additional information can be gathered. Subsidiary motion passed 6-1 with Marshall voting against.
 2. Discussion and possible action on a Fleet Safety Program.
Draft was referred back to committee for additional review.
 3. Discussion and possible action on scheduling evaluation for Executive Director.
Referred to executive committee.
 4. Discussion and possible action on contracting a Human Resources Firm for assistance with HR related matters and updating the employee handbook.
Motion to table to get additional information from current staff.
- IX. Old Business
 1. Discussion and possible action on Riverside easement with West Virginia Land Trust.
Additional information shared from Attorney Steve Groh. No action taken.
- X. New Business

1. Discussion and updates on lacrosse program; Jefferson County Wild.
Larry and Sandy Knoerlein (Coach and Manager) came before commission to share information about the first year of lacrosse. Kling also shared information via a slide presentation. Plans outlined for increase in the program. Presented Sandy & Larry Knoerlein of WV Wild with a certificate of appreciation for their dedication to the lacrosse program.

XI. Adjournment: Motion by Benzinger. Approved unanimously. Meeting adjourned at 8:43 p.m.



AGENDA
Jefferson County Parks & Recreation Commission
SPECIAL MEETING
November 7
MINUTES
6:00 p.m.
JCCC

- I. Call to Order - 6:04pm
- II. Roll Call- Baker, Benzinger, Marshall, McIntyre, Milbourne, Thompson
- III. Discussion and possible action on conservation easement with West Virginia Land Trust; regarding the Riverside property. (Possible Executive Session)
 1. Discussion of easement. Marshall made a motion to accept condemnation clause as presented and move forward with the remaining negotiations to finalize the contract. Motion passed unanimously.
 2. Eminent Domain clause: Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by the Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of OHCF's and Grantor's interests, and OHCF's proceeds shall be used as specified above in section 11, provided, however, should the governmental agency that effects such condemnation be any federal agency or any West Virginia agency other than Grantor, the first \$902,000 of condemnation proceeds allocable to the Property (other than any proceeds allocable to any improvements on the Property constructed by Grantor, which proceeds shall be entirely to Grantor) shall be distributed as follows: (x) 33.26% to Grantor; (y) 20.64% to OHCF and 46.10% to Grantee. All condemnation proceeds allocable to the Property (other than any proceeds allocable to any improvements on the Property constructed by Grantor) in excess of \$902,000 shall be distributed among Grantor, Grantee and OHCF in the follows percentages: (x) 12.67% to Grantee; (y) 20.66% to OHCF and (y) 66.67% to Grantee. Grantor, Grantee and OHCF shall bear their own costs incurred in any such eminent domain proceeding, including attorney's fees, with neither party liable to the other for costs incurred in such proceedings.
- IV. Adjourned -6:25pm