

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JUNE 2, 2016
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

- May 16, 2016 Canvass Primary Election
- May 19, 2016 Regular Meeting
- May 25, 2016 Certification Primary Election

APPROVAL OF ACCOUNTS PAYABLE/MANUAL CHECKS

- May 26, 2016
- June 2, 2016

APPROVAL OF PAYROLL

- May 19, 2016

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 9:45 a.m. Angie Banks, Assessor
- Exonerations - Discussion/Action
2. 10:00 a.m. Peter Dougherty, Sheriff
- Approval of Reserves - Discussion/Action

3. 10:15 a.m. Dr. David Didden and Michele Goldman - Jefferson County Health Department and Eastern Panhandle Care Clinic
- Brief on the closing of the Care Clinic in Ranson, WV and the impact on Jefferson County public health
4. 10:45 a.m. BREAK
5. 11:00 a.m. Bill Polk/Laura Kuhn, Maintenance Department
- Approval of Architectural Services Contract for the Renovation of the 3rd Floor fo the Judicial Building - ZMM Architects & Engineers - Discussion/Action
6. 11:15 a.m. Roger Goodwin, Chief County Engineer
- Letter of Credits securing construction bonds - Discussion/Action
- Partial Release of construction bond security for APOARC, LLC - Summit Point Tactical Training Center, Phase 4 (File #S13-03) - Discussion/Action
- Sink Hole Mitigation Proposal - Bardane Industrial Park - Discussion/Action
- Appointment of members of the Building Code Board of Appeals - Discussion/Action
- Building Permit Applications - Processing Time Discussion - Discussion/Action
7. 11:30 a.m. Paul Marshall, Jefferson County Parks and Recreation Commission
- Parks and Recreation Commission is requesting that the Jefferson County Commission revisit the imposed spending restrictions on the JCPRC use of impact fees collected for Parks and Recreation - Discussion/Action
8. 12:15 p.m. Break for Lunch

NEW BUSINESS

9. Discuss scheduling a date, time and location for Meet and Greet the Commissioners - Discussion/Action
10. Renew the Annual Mutual Aid Agreement between the City of Martinsburg and Jefferson County - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Discussion of specific parcels to be leased to the Jefferson County Animal Welfare Society - Discussion/Action
- Impact of 3% raise for GIS Director and Planning and Zoning Director regarding the Departmental Reorganization - Discussion/Action
- Approval of FMLA Policy - Discussion/Action
- Review of Hotel/Motel Code Changes & discussion of possible public hearing -

Discussion/Action

COUNTY COMMISSION REPORTS

~~~~~ AFTERNOON SESSION ~~~~~

- 11. 1:30 p.m. Public Hearing - Proposed Amendment to Affordable Housing Discount as of April 26, 2016 - Impact Fee Procedures Ordinance**
- 12. ADJOURN**

CORRESPONDENCE/INFORMATION

WV Lottery Weekly Settlement for Charles Town - week ending May 14, 2016.

WV Lottery Weekly Settlement for Charles Town - week ending May 21, 2016.

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 Jefferson County Commission, continued and held at the Courthouse thereof on Monday, May 16, 2016 beginning at 9:30 a.m.

PRESENT: Patsy Noland, President
Walt Pellish, Vice President
Eric Bell, Commissioner
Dale Manuel, Commissioner
Jane Tabb, Commissioner

STAFF: Jennifer Maghan, County Clerk
Nikki Painter, Elections Officer
The Election Board
Jessica Carroll, Recording Clerk

The County Commission of Jefferson County, sitting as a Board of Canvassers, met this 16th day of May, 2016 at 9:30 am for the purpose of canvassing ballots cast in the May 10, 2016 Primary Election.

Commissioner Manuel led Canvassers and staff in the Pledge of Allegiance.

The Board proceeded with the Canvass by reviewing each precinct one at a time, checking to make sure the counts were accurate. The Board also reviewed the provisional ballots from each precinct to determine if the ballot in question could or could not be accepted to be counted. By random drawing, Precinct 15 was counted by hand. Additionally, Precinct 7 was counted by hand as there were discrepancies between the ballot machine and the hand count taken by the Poll Workers.

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

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

Ms. Painter asked the Commission if they would like the Election Board to hand count the delegates in the National Convention on the Republic ballot.

- **Motion by Mr. Bell to not hand count the delegates in the National Convention on the Republican ballot.**

Precinct 3

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|---------------------|---------------|--------|--------|-----------------------------|---------|
| Jessica Spurgeon | Noland/Bell | X | | Voting in New Precinct | Carries |
| Skye Allen | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Patricia Phillips | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Christopher Goodell | Manuel/Noland | X | | Poll Worker | Carries |
| Timothy Williamson | Noland/Bell | | X | Voted in Wrong Precinct | Carries |
| Katie Danner | Noland/Bell | | X | Voted in Wrong Precinct | Carries |

Precinct 4A

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Ronald Bloch | Noland/Bell | | X | Not Registered | Carries |
| Shirley Elder | Bell/Noland | X | | Registration OK | Carries |

Precinct 4B

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Andrew Long | Tabb/Bell | X | | Absentee – Received on Time | Carries |

Precinct 6

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Angela Hoffman | Bell/Tabb | X | | Poll Worker | Carries |

Precinct 7

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|------------------------|---------------|--------|--------|--------------------------------|---------|
| Daniel Beeson | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Bonita Jackson | Bell/Pellish | | X | Not Registered | Carries |
| Caloks Pierre-Phillipe | Bell/Noland | | X | Not Registered | Carries |
| Olga Clevestine | Bell/Noland | | X | Not Registered | Carries |
| Ashley Walker | Bell/Noland | | X | Voted Outside Registered Party | Carries |
| Casey Bagent | Bell/Tabb | | X | Voted Outside Registered Party | Carries |
| Thomas Custer | Bell/Tabb | | X | Voted Outside Registered Party | Carries |

- o The Commission chose to recess at 4:32 pm on Monday, May 16, 2016 and reconvene at 9:00 am on Tuesday, May 17 to finish the hand count of Precinct 7.

Precinct 12

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|-------------------|---------------|--------|--------|-----------------------------|---------|
| Steven Winters | Bell/Tabb | | X | Registered in Monogalia Co. | Carries |
| Lois Ann Brumback | Bell/Pellish | X | | Registration OK | Carries |

Precinct 14

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|---------------------|---------------|--------|--------|-----------------------------|---------|
| Stephen Brzostowski | Bell/Tabb | X | | Absentee – Received on Time | Carries |
| Kayla Thompson | Bell/Tabb | X | | Absentee - Received on Time | Carries |

Precinct 15

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|------------------|---------------|--------|--------|-----------------------------|---------|
| Victoria Moltere | Bell/Tabb | X | | Absentee – Received on Time | Carries |

Precinct 16

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|-----------------|---------------|--------|--------|-----------------------------|---------|
| Deborah Gravatt | Bell/Tabb | X | | Poll Worker | Carries |
| Jane Cook | Bell/Tabb | X | | Voting in New Precinct | Carries |

Precinct 17

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|----------------|--------|--------|-----------------------------|---------|
| Brandi Boho | Bell/Tabb | X | | Voting in New Precinct | Carries |
| William Rinker | Manuel/Pellish | X | | Absentee – Received on Time | Carries |
| Cori Cheeks | Manuel/Pellish | X | | Absentee – Received on Time | Carries |

Precinct 19

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|---------------------|---------------|--------|--------|------------------------------|---------|
| Marcus Isemann | Bell/Pellish | | X | Registered in Monongalia Co. | Carries |
| Beth Brashear | Bell/Noland | X | | Voting in New Precinct | Carries |
| Marie Clark | Bell/Noland | X | | Voting in New Precinct | Carries |
| Roy Grufo | Tabb/Manuel | | X | Voted in Wrong Precinct | Carries |
| Kimberley Honeycutt | Tabb/Manuel | | X | Not Registered | Carries |
| Donald Coyne | Bell/Manuel | | X | Not Registered | Carries |

Precinct 20

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Jamie Abdella | Noland/Manuel | | X | Voted in Wrong Precinct | Carries |
| Travis Rissler | Noland/Tabb | | X | Cancelled for Not Voting | Carries |

| | | | | | |
|--------------|-------------|--|---|-----------------------------------|---------|
| Susan Kersey | Bell/Manuel | | X | Sent to Wrong Pct. By Poll Worker | Carries |
|--------------|-------------|--|---|-----------------------------------|---------|

Precinct 21A

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|-------------------------|---------------|--------|--------|-----------------------------------|---------|
| Robert Hill McMurry | Noland/Tabb | | X | Voted Outside of Registered Party | Carries |
| Sonda Kelly | Noland/Tabb | | X | Voted Outside of Registered Party | Carries |
| Janet Cottrell | Bell/Manuel | | X | Voted Outside of Registered Party | Carries |
| Emily Hayes | Bell/Noland | X | | Voting in New Precinct | Carries |
| Katherine Evans | Bell/Tabb | | X | Not Registered | Carries |
| Mary Hauler- Parsons | Bell/Noland | X | | Registration OK | Carries |
| Stephen Kazyak | Bell/Tabb | X | | Absentee – Received on Time | Carries |
| Izabela Kazyak | Bell/Tabb | X | | Absentee – Received on Time | Carries |

Precinct 21B

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Ricky Pitcock | Bell/Tabb | X | | Registration OK | Carries |

Precinct 22

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|-------------------|---------------|--------|--------|-----------------------------|---------|
| Elizabeth Stagner | Bell/Tabb | X | | Poll Worker | Carries |

Precinct 23A

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Michael Lowery | Bell/Tabb | | X | Not Registered | Carries |

Precinct 24

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|---------------------|---------------|--------|--------|-----------------------------|---------|
| Chad Shade | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Tina Shade | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Wendy Smith | Bell/Tabb | | X | Not Registered | Carries |
| Paul Smith | Bell/Tabb | | X | Not Registered | Carries |
| Christopher Huffman | Bell/Tabb | | X | Not Registered | Carries |

Precinct 26

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|-----------------|---------------|--------|--------|------------------------------------|---------|
| Tracey Burkhart | Bell/Noland | | X | Canceled – Resides in Berkeley Co. | Carries |

Precinct 27

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|---------------------|----------------|--------|--------|-----------------------------|---------|
| Alexandra Kahler | Bell/Noland | | X | Voted in Wrong Precinct | Carries |
| Jeremy Getzandanner | Bell/Pellish | | X | Not Registered | Carries |
| Amanda Smith | Manuel/Pellish | X | | Absentee – Received on Time | Carries |

Precinct 28

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------------|---------------|--------|--------|--------------------------------|---------|
| Shirley Dutrow | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Amelia Brammeier | Bell/Pellish | X | | Registration OK | Carries |
| Antonio Chicchirichi | Bell/Noland | | X | Voted Outside Registered Party | Carries |

| | | | | | |
|----------------|-------------|--|---|--------------------------------|---------|
| Kathleen Cline | Bell/Noland | | X | Voted Outside Registered Party | Carries |
| Hilda Foster | Bell/Noland | | X | Voted Outside Registered Party | Carries |
| Michele Fox | Bell/Tabb | | X | Voted Outside Registered Party | Carries |

Precinct 29

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|------------------|---------------|--------|--------|-----------------------------|---------|
| Pearl Corliss | Bell/Manuel | X | | Registration OK | Carries |
| Michael McDonald | Manuel/Bell | X | | Registration OK | Carries |
| Julie Flanagan | Bell/Tabb | X | | Absentee – Received on Time | Carries |

Precinct 31

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|-------------------|---------------|--------|--------|-----------------------------|---------|
| Susan Lowereichel | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Maria Russo | Bell/Tabb | X | | Absentee – Received on Time | Carries |

Precinct 32

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|--------------------------------|---------|
| George Spanos | Bell/Pellish | | X | Not Registered | Carries |
| Lisa Bocchetti | Bell/Pellish | | X | Voted in Wrong Precinct | Carries |
| Brigid Pohl | Bell/Tabb | | X | Voted Outside Registered Party | Carries |
| Tina Martin | Bell/Tabb | | X | Voted Outside Registered Party | Carries |

Precinct 33

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Daisy Thomas | Bell/Tabb | | X | Registered in Kanawha Co. | Carries |

| | | | | | |
|----------------|--------------|---|---|-----------------------------|---------|
| Ryan Wile | Bell/Pellish | | X | Not Registered | Carries |
| Samantha Yates | Bell/Tabb | X | | Absentee – Received on Time | Carries |

Precinct 34

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|-----------------|---------------|--------|--------|-----------------------------|---------|
| Jerry Hockman | Bell/Noland | X | | Voting In New Precinct | Carries |
| Ana Prillaman | Bell/Pellish | X | | Voting in New Precinct | Carries |
| Kimberley Hyatt | Bell/Pellish | X | | Voting in New Precinct | Carries |
| Julie Alawdah | Bell/Pellish | X | | Voting in New Precinct | Carries |
| Sondra Fleming | Bell/Pellish | X | | Voting in New Precinct | Carries |
| Trevor Ford | Manuel/Tabb | X | | Absentee – Received on Time | Carries |
| Penny Miller | Manuel/Tabb | X | | Absentee – Received on Time | Carries |
| Elloyd Lotridge | Manuel/Tabb | X | | Absentee – Received on Time | Carries |
| Carolyn Rodis | Manuel/Tabb | X | | Absentee – Received on Time | Carries |

Precinct 35A

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|----------------|---------------|--------|--------|-----------------------------|---------|
| Richard Anson | Bell/Tabb | X | | Voting in New Precinct | Carries |

Precinct 35B

| Name on Ballot | Motion/Second | Accept | Reject | Reason Accepted or Rejected | Vote |
|------------------------|---------------|--------|--------|-----------------------------|---------|
| Rachel Spiker-Hessenav | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Addison Reece | Bell/Tabb | X | | Voting in New Precinct | Carries |

| | | | | | |
|----------------|-----------|---|---|-------------------------|---------|
| Kevin Waladeck | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Dana Wyatt | Bell/Tabb | X | | Voting in New Precinct | Carries |
| Denis Logan | Bell/Tabb | | X | Canceled for Not Voting | Carries |

After all provisional and absentee ballots were reviewed, the Commission added 54 ballots to the count.

The hand count conducted for Precincts 7 and 15 were determined to be acceptable and did not affect the preliminary results of the Primary Election. The Commission thanked the Elections Board and Ms. Painter for their hard work in successfully managing a smooth election.

- **Motion by Mr. Manuel to adjourn and recess as a Board of Canvassers at 12:06 pm on Tuesday, May 16, 2016 until the hand count of absentee and provisional ballots has been completed for the entire state. Motion seconded and unanimously approved.**

Patricia A. Noland, COMMISSION PRESIDENT



Minutes

Jefferson County Commission

Thursday, May 19, 2016

A meeting of the Jefferson County Commission was held on Thursday, May 19, 2016 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Eric Bell, Dale Manuel, Patricia Noland, Walter Pellish, and Jane Tabb. Also present were Stephanie Grove, County Administrator, Jessica Carroll, Executive Administrative Assistant and Jim Eddy, Bailiff. (An audio tape of the Thursday, May 19, 2016 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Bell led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Manuel to approve the May 5, 2016 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|------|--------------------------|-------|--------------|-------------|--------------|
| 076347 | 428 | ACCURATE SYSTEMS INC | | \$ - | \$ 4,200.00 | \$ 4,200.00 |
| 076348 | 402 | APPLE VALLEY OFF.PRODUCT | | \$ - | \$ 212.68 | \$ 212.68 |
| 076349 | 406 | ANGELA L BANKS | | \$ - | \$ 187.20 | \$ 187.20 |
| 076350 | 406 | MONICA BENNETT | | \$ - | \$ 106.20 | \$ 106.20 |
| 076351 | 433 | BLUE MOUNTAIN, INC. | 51390 | \$ 14,800.00 | \$ - | \$ 14,800.00 |
| 076352 | 700 | ARTHUR CRIDLER | | \$ - | \$ 4.91 | \$ 4.91 |

| | | | | | | |
|--------------|---------|---------------------------|--|------|--------------|----------------------|
| 076353 | 424 | J.C.EHRLICH | | \$ - | \$ 30.00 | \$ 30.00 |
| 076353 | 425 | J.C.EHRLICH | | \$ - | \$ 603.00 | \$ 603.00 |
| 076354 | 425 | FIDELITY POWER SYSTEMS | | \$ - | \$ 292.50 | \$ 292.50 |
| 076355 | 404 | J & S BUSINESS FORMS LLC | | \$ - | \$ 2,926.56 | \$ 2,926.56 |
| 076356 | 425 | G & TRIPLE T. LLC | | \$ - | \$ 1,110.00 | \$ 1,110.00 |
| 076357 | 406 | KAREN HILL | | \$ - | \$ 106.20 | \$ 106.20 |
| 076358 | 700 | JEANNA HOLLER | | \$ - | \$ 16.72 | \$ 16.72 |
| 076359 | 712 | RICHARD HAHN | | \$ - | \$ 181.00 | \$ 181.00 |
| 076360 | 425 | INTERSTATE ALL BATTERY | | \$ - | \$ 165.00 | \$ 165.00 |
| 076360 | 717 | INTERSTATE ALL BATTERY | | \$ - | \$ 907.80 | \$ 907.80 |
| 076361 | 401 | THE SPIRIT OF JEFFERSON | | \$ - | \$ 750.42 | \$ 750.42 |
| 076361 | 424 | THE SPIRIT OF JEFFERSON | | \$ - | \$ 37.02 | \$ 37.02 |
| 076362 | 425 | JEFFERSON COUNTY SOLID | | \$ - | \$ 5.00 | \$ 5.00 |
| 076363 | 700 | ROBIN MAHONY | | \$ - | \$ 5.50 | \$ 5.50 |
| 076364 | PAYROLL | MILLENIUIM INSURANCE GROU | | \$ - | \$ 600.00 | \$ 600.00 |
| 076365 | 403 | PROGRESSIVE PRINTING | | \$ - | \$ 88.00 | \$ 88.00 |
| 076366 | 424 | POTOMAC EDISON/OH | | \$ - | \$ 1,616.64 | \$ 1,616.64 |
| 076366 | 425 | POTOMAC EDISON/OH | | \$ - | \$ 2,830.43 | \$ 2,830.43 |
| 076366 | 425 | POTOMAC EDISON/OH | | \$ - | \$ 17,349.54 | \$ 17,349.54 |
| 076367 | 700 | DOUGLAS PITTINGER | | \$ - | \$ 8.65 | \$ 8.65 |
| 076368 | 401 | PERRY & ASSOC | | \$ - | \$ 31,900.00 | \$ 31,900.00 |
| 076369 | 425 | RCS SECURITY | | \$ - | \$ 456.00 | \$ 456.00 |
| 076370 | 402 | RECORD MANAGEMENT SOLUTN | | \$ - | \$ 35.00 | \$ 35.00 |
| 076371 | 704 | WV REGIONAL JAIL & | | \$ - | \$ 85,161.25 | \$ 85,161.25 |
| 076372 | 425 | CAPITAL TRISTATE | | \$ - | \$ 622.28 | \$ 622.28 |
| 076373 | 717 | WHOLESALE TIRES, INC. | | \$ - | \$ 67.96 | \$ 67.96 |
| | | | | | | |
| TOTAL | | | | | | \$ 167,383.46 |

Motion by Mr. Bell to approve the Accounts Payable for May 12, 2016 in the amount of \$167,383.46. Motion seconded and nnanimously approved.

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-------|--------------|--------------|
| 076377 | PAYROLL | AMERICAN FAMILY LIFE ICU | | \$ - | \$ 3,578.28 | \$ 3,578.28 |
| 076378 | PAYROLL | BUREAU F/CHILD SUPPORT | | \$ - | \$ 49.85 | \$ 49.85 |
| 076379 | PAYROLL | BUREAU F/CHILD SPVRT ENF | | \$ - | \$ 212.31 | \$ 212.31 |
| 076380 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 461.54 | \$ 461.54 |
| 076381 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 119.54 | \$ 119.54 |
| 076382 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 392.31 | \$ 392.31 |
| 076383 | 717 | CREAMERS WRECKER SVC | | \$ - | \$ 65.00 | \$ 65.00 |
| 076384 | 415 | GENERAL COUNTY FUND-J FE | | \$ - | \$ 22,924.92 | \$ 22,924.92 |
| 076385 | 401 | STEPHANIE GROVE | | \$ - | \$ 543.04 | \$ 543.04 |
| 076386 | 717 | GUTTMAN OIL CO | | \$ - | \$ 10,913.23 | \$ 10,913.23 |
| 076387 | 402 | THE SPIRIT OF JEFFERSON | | \$ - | \$ 201.02 | \$ 201.02 |
| 076388 | GRANT | JEFFERSON DAY REPORT CNT | | \$ - | \$ 19,237.96 | \$ 19,237.96 |
| 076389 | PAYROLL | JEFFERSON SECURITY BANK | | \$ - | \$ 5,460.00 | \$ 5,460.00 |
| 076390 | 401 | LAW OFFICE OF KATHY M. | | \$ - | \$ 920.71 | \$ 920.71 |
| 076391 | 405 | LYNDSEY W. MATSCHAT | | \$ - | \$ 78.84 | \$ 78.84 |
| 076392 | 404 | MONROE SYS FOR BUSINESS | | \$ - | \$ 63.96 | \$ 63.96 |
| 076393 | 402 | JENNIFER S. MAGHAN | | \$ - | \$ 94.00 | \$ 94.00 |
| 076394 | 402 | GAIL MAGAHA | | \$ - | \$ 94.00 | \$ 94.00 |
| 076395 | PAYROLL | HELEN M. MORRIS, TRUSTEE | | \$ - | \$ 150.00 | \$ 150.00 |
| 076396 | 700 | ROBIN MAHONY | | \$ - | \$ 15.44 | \$ 15.44 |
| 076397 | 402 | ELAINA MAZE | | \$ - | \$ 94.00 | \$ 94.00 |
| 076398 | 405 | MILLER'S SUPPLIES AT WOR | | \$ - | \$ 46.00 | \$ 46.00 |
| 076398 | 424 | MILLER'S SUPPLIES AT WOR | | \$ - | \$ 2,223.75 | \$ 2,223.75 |
| 076399 | PAYROLL | NATIONWIDE RETIREMENT | | \$ - | \$ 749.00 | \$ 749.00 |
| 076400 | 413 | KAREN OLDEN | | \$ - | \$ 24.30 | \$ 24.30 |
| 076401 | 404 | PIFER OFFICE SUPPLY, INC | | \$ - | \$ 504.09 | \$ 504.09 |
| 076402 | 425 | POTOMAC EDISON/OH | | \$ - | \$ 41.54 | \$ 41.54 |
| 076403 | 717 | RICE TIRES CO | | \$ - | \$ 987.94 | \$ 987.94 |
| 076404 | 405 | SPECIALTY BUS SUPPLIES | | \$ - | \$ 346.21 | \$ 346.21 |
| 076405 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 1.16 | \$ 1.16 |
| 076405 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 10,587.64 | \$ 10,587.64 |
| 076405 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 4.96 | \$ 4.96 |
| 076405 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 45,271.16 | \$ 45,271.16 |
| 076405 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 3.22 | \$ 3.22 |
| 076405 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 41,754.35 | \$ 41,754.35 |

| | | | | | | |
|--------|---------|--------------------------|--|------|--------------|--------------|
| 076406 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 922.78 | \$ 922.78 |
| 076406 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 1.76 | \$ 1.76 |
| 076406 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 31,288.61 | \$ 31,288.61 |
| 076407 | PAYROLL | WV DEPUTY SHRF RETIREMEN | | \$ - | \$ 14,985.76 | \$ 14,985.76 |
| 076407 | PAYROLL | WV DEPUTY SHRF RETIREMEN | | \$ - | \$ 10,614.91 | \$ 10,614.91 |
| 076408 | 405 | BRANDON C.H. SIMS | | \$ - | \$ 138.00 | \$ 138.00 |
| 076409 | 717 | S & S MOTOR PARTS | | \$ - | \$ 575.22 | \$ 575.22 |
| 076410 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 2,985.00 | \$ 2,985.00 |
| 076411 | 424 | US POSTAL SERVICE | | \$ - | \$ 20,000.00 | \$ 20,000.00 |
| 076415 | 401 | LEADERSHIP WV | | \$ - | \$ 1,250.00 | \$ 1,250.00 |
| 076415 | 401 | SPRINT | | \$ - | \$ 54.93 | \$ 54.93 |
| 076415 | 401 | WILSONS LODGE | | \$ - | \$ 156.70 | \$ 156.70 |
| 076415 | 401 | WV TREASURY | | \$ - | \$ 198.00 | \$ 198.00 |
| 076415 | 402 | EZ NETTOOLS | | \$ - | \$ 34.95 | \$ 34.95 |
| 076415 | 402 | STAPLES | | \$ - | \$ 184.97 | \$ 184.97 |
| 076415 | 402 | THE LOCKER ROOM | | \$ - | \$ 144.00 | \$ 144.00 |
| 076415 | 403 | SHOPLET | | \$ - | \$ 101.24 | \$ 101.24 |
| 076415 | 403 | SPRINT | | \$ - | \$ 54.93 | \$ 54.93 |
| 076415 | 405 | CANAAN VALLEY RESORT LOD | | \$ - | \$ 256.00 | \$ 256.00 |
| 076415 | 412 | COMCAST | | \$ - | \$ 105.75 | \$ 105.75 |
| 076415 | 412 | SPIRIT OF JEFFERSON | | \$ - | \$ 33.84 | \$ 33.84 |
| 076415 | 413 | PANHANDLE PRINTING AND D | | \$ - | \$ 12.80 | \$ 12.80 |
| 076415 | 413 | STAPLES | | \$ - | \$ 52.39 | \$ 52.39 |
| 076415 | 413 | THE HOME DEPOT | | \$ - | \$ 614.40 | \$ 614.40 |
| 076415 | 413 | WAL-MART | | \$ - | \$ 17.29 | \$ 17.29 |
| 076415 | 415 | FRONTIER | | \$ - | \$ 84.50 | \$ 84.50 |
| 076415 | 415 | SPRINT | | \$ - | \$ 108.63 | \$ 108.63 |
| 076415 | 424 | CHARLES TOWN UTILITIES | | \$ - | \$ 57.61 | \$ 57.61 |
| 076415 | 424 | FRONTIER | | \$ - | \$ 10,485.65 | \$ 10,485.65 |
| 076415 | 424 | MICHAELS STORES | | \$ - | \$ 9.53 | \$ 9.53 |
| 076415 | 424 | ROACH ENERGY | | \$ - | \$ 681.36 | \$ 681.36 |
| 076415 | 424 | SPRINT | | \$ - | \$ 54.93 | \$ 54.93 |
| 076415 | 424 | WEISS BROS OF HAGERSTOWN | | \$ - | \$ 3,840.71 | \$ 3,840.71 |
| 076415 | 425 | AMAZON | | \$ - | \$ 163.91 | \$ 163.91 |
| 076415 | 425 | CHARLES TOWN UTILITIES | | \$ - | \$ 857.84 | \$ 857.84 |
| 076415 | 425 | CLAYLICK FABRICATION LLC | | \$ - | \$ 310.50 | \$ 310.50 |
| 076415 | 425 | COMCAST | | \$ - | \$ 1,044.26 | \$ 1,044.26 |
| 076415 | 425 | E REPLACEMENT PARTS | | \$ - | \$ 136.04 | \$ 136.04 |
| 076415 | 425 | JEFFERSON COUNTY P.S.D | | \$ - | \$ 232.10 | \$ 232.10 |
| 076415 | 425 | JEFFERSON UTILITIES, INC | | \$ - | \$ 559.76 | \$ 559.76 |

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|--------|-----|--------------------------|--|------|---------------|---------------|
| 076415 | 425 | KIRBY MASONRY & BUILDING | | \$ - | \$ 41.09 | \$ 41.09 |
| 076415 | 425 | ROACH ENERGY | | \$ - | \$ 615.08 | \$ 615.08 |
| 076415 | 425 | SHENANDOAH SPRING WATER | | \$ - | \$ 863.60 | \$ 863.60 |
| 076415 | 425 | THE HOME DEPOT | | \$ - | \$ 53.54 | \$ 53.54 |
| 076415 | 425 | TRENARY HVAC GROUP | | \$ - | \$ 2,600.81 | \$ 2,600.81 |
| 076415 | 425 | VALCO EQUIPMENT LTD | | \$ - | \$ 175.58 | \$ 175.58 |
| 076415 | 425 | 84 LUMBER | | \$ - | \$ 170.25 | \$ 170.25 |
| 076415 | 428 | AMAZON | | \$ - | \$ 71.68 | \$ 71.68 |
| 076415 | 428 | APPLE STORE | | \$ - | \$ 113.37 | \$ 113.37 |
| 076415 | 428 | CDW GOVERNMENT | | \$ - | \$ 291.22 | \$ 291.22 |
| 076415 | 428 | CDW GOVERNMENT | | \$ - | \$ 62.95 | \$ 62.95 |
| 076415 | 428 | DELL | | \$ - | \$ (47.31) | \$ (47.31) |
| 076415 | 428 | IT HELP AND SUPPORT LTD | | \$ - | \$ (1,361.08) | \$ (1,361.08) |
| 076415 | 428 | PCM TIGER DIRECT | | \$ - | \$ 3,750.00 | \$ 3,750.00 |
| 076415 | 428 | SPRINT | | \$ - | \$ 109.86 | \$ 109.86 |
| 076415 | 428 | STIMULUS SOFT | | \$ - | \$ 1,039.97 | \$ 1,039.97 |
| 076415 | 433 | LYLE SIGNS | | \$ - | \$ 221.70 | \$ 221.70 |
| 076415 | 433 | SPRINT | | \$ - | \$ 54.93 | \$ 54.93 |
| 076415 | 439 | EVENT BY EASTERN PANHAND | | \$ - | \$ 89.00 | \$ 89.00 |
| 076415 | 439 | MARTINSBURG-BERKELEY COU | | \$ - | \$ 65.00 | \$ 65.00 |
| 076415 | 439 | NATIONAL PEN CO., LLC | | \$ - | \$ 76.95 | \$ 76.95 |
| 076415 | 439 | SPRINT | | \$ - | \$ 54.93 | \$ 54.93 |
| 076415 | 440 | INTL CODE COUNCIL INC | | \$ - | \$ 199.00 | \$ 199.00 |
| 076415 | 440 | SPRINT | | \$ - | \$ 54.93 | \$ 54.93 |
| 076415 | 451 | MAXIM REPORTING LLC | | \$ - | \$ 807.00 | \$ 807.00 |
| 076415 | 700 | AMAZON | | \$ - | \$ 509.70 | \$ 509.70 |
| 076415 | 700 | AUTO SERVE | | \$ - | \$ 39.95 | \$ 39.95 |
| 076415 | 700 | AUTOZONE | | \$ - | \$ 59.82 | \$ 59.82 |
| 076415 | 700 | CRASH DATA GROUP | | \$ - | \$ 1,075.00 | \$ 1,075.00 |
| 076415 | 700 | DAVIS & STANTON | | \$ - | \$ 62.00 | \$ 62.00 |
| 076415 | 700 | DIGITAL ALLY INC | | \$ - | \$ 45.00 | \$ 45.00 |
| 076415 | 700 | EXTENDED STAY | | \$ - | \$ 934.90 | \$ 934.90 |
| 076415 | 700 | GALLS | | \$ - | \$ 241.28 | \$ 241.28 |
| 076415 | 700 | GALLS | | \$ - | \$ 1,018.58 | \$ 1,018.58 |
| 076415 | 700 | GALLS | | \$ - | \$ 1,680.30 | \$ 1,680.30 |
| 076415 | 700 | HARPERS FERRY ARMORY | | \$ - | \$ 238.00 | \$ 238.00 |
| 076415 | 700 | ICE BLACK BOX INC. | | \$ - | \$ 764.19 | \$ 764.19 |
| 076415 | 700 | KUSTOM SIGNALS | | \$ - | \$ 1,950.00 | \$ 1,950.00 |
| 076415 | 700 | MOES | | \$ - | \$ 21.05 | \$ 21.05 |
| 076415 | 700 | MPH INDUSTRIES, INC | | \$ - | \$ 100.24 | \$ 100.24 |

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|--------|-----|---------------------------|--|------|-------------|-------------|
| 076415 | 700 | MUNICIPAL EMERGENCY SRVC | | \$ - | \$ 159.59 | \$ 159.59 |
| 076415 | 700 | PETCO | | \$ - | \$ 94.70 | \$ 94.70 |
| 076415 | 700 | PJS BETHLEHEM | | \$ - | \$ 156.88 | \$ 156.88 |
| 076415 | 700 | PRIME STEAK HOUSE | | \$ - | \$ 64.86 | \$ 64.86 |
| 076415 | 700 | RED ROBIN | | \$ - | \$ 30.88 | \$ 30.88 |
| 076415 | 700 | RIVER CITY FARM & PET SU | | \$ - | \$ 66.51 | \$ 66.51 |
| 076415 | 700 | SHEETZ | | \$ - | \$ 14.37 | \$ 14.37 |
| 076415 | 700 | SHEETZ | | \$ - | \$ 4.24 | \$ 4.24 |
| 076415 | 700 | SPECIALTY BUSINESS SUPPL | | \$ - | \$ 750.63 | \$ 750.63 |
| 076415 | 700 | SPIRIT OF JEFFERSON | | \$ - | \$ 224.22 | \$ 224.22 |
| 076415 | 700 | SPRINT | | \$ - | \$ 31.80 | \$ 31.80 |
| 076415 | 700 | SPRINT | | \$ - | \$ 1,304.93 | \$ 1,304.93 |
| 076415 | 700 | SUBWAY | | \$ - | \$ 39.76 | \$ 39.76 |
| 076415 | 700 | SUPERIOR AUTOBODY | | \$ - | \$ 1,000.00 | \$ 1,000.00 |
| 076415 | 700 | TELTRONIC | | \$ - | \$ 150.00 | \$ 150.00 |
| 076415 | 700 | THOMASSEN FORD MERCURY | | \$ - | \$ 92.64 | \$ 92.64 |
| 076415 | 700 | TPS-TOWN POLICE SUPPLY | | \$ - | \$ 1,738.40 | \$ 1,738.40 |
| 076415 | 700 | WAL-MART | | \$ - | \$ 324.88 | \$ 324.88 |
| 076415 | 700 | WV SIGNAL & LIGHT | | \$ - | \$ 3,487.52 | \$ 3,487.52 |
| 076415 | 711 | BOOK A MILLION | | \$ - | \$ 30.53 | \$ 30.53 |
| 076415 | 711 | FLATWOODS HOTEL & CONFER | | \$ - | \$ 267.00 | \$ 267.00 |
| 076415 | 711 | OFFICE MAX | | \$ - | \$ 223.95 | \$ 223.95 |
| 076415 | 711 | SPRINT | | \$ - | \$ 186.91 | \$ 186.91 |
| 076415 | 711 | STAPLES | | \$ - | \$ 65.47 | \$ 65.47 |
| 076415 | 712 | BREWS CUSTOM DISPLAYS | | \$ - | \$ 576.50 | \$ 576.50 |
| 076415 | 712 | DULLES GREENWAY QPS | | \$ - | \$ 5.40 | \$ 5.40 |
| 076415 | 712 | FRONTIER | | \$ - | \$ 5,099.85 | \$ 5,099.85 |
| 076415 | 712 | HAMPTON INNS | | \$ - | \$ 910.08 | \$ 910.08 |
| 076415 | 712 | SPRINT | | \$ - | \$ 1,077.81 | \$ 1,077.81 |
| 076415 | 712 | STAPLES | | \$ - | \$ 134.42 | \$ 134.42 |
| 076415 | 712 | WAL-MART | | \$ - | \$ 51.70 | \$ 51.70 |
| 076415 | 716 | ALPHA TECH PET INC | | \$ - | \$ 231.17 | \$ 231.17 |
| 076415 | 716 | DAIRY QUEEN | | \$ - | \$ 4.12 | \$ 4.12 |
| 076415 | 716 | DAYS END FARM HORSE RESC | | \$ - | \$ 40.00 | \$ 40.00 |
| 076415 | 716 | GINO'S PIZZA | | \$ - | \$ 22.00 | \$ 22.00 |
| 076415 | 716 | GREENLAWN MEMORIAL PARK | | \$ - | \$ 332.00 | \$ 332.00 |
| 076415 | 716 | HILLSIDE VETERINARY HOSPT | | \$ - | \$ 599.04 | \$ 599.04 |
| 076415 | 716 | HOLIDAY INN | | \$ - | \$ 321.00 | \$ 321.00 |
| 076415 | 716 | KRISPY KREME DOUGHNUTS | | \$ - | \$ 8.69 | \$ 8.69 |
| 076415 | 716 | LITTLE CAESARS | | \$ - | \$ 5.30 | \$ 5.30 |

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|--------|---------|--------------------------|--|------|--------------|--------------|
| 076415 | 716 | LOS AGAVES MEXICAN RESTU | | \$ - | \$ 16.38 | \$ 16.38 |
| 076415 | 716 | MARATHON PETRO | | \$ - | \$ 6.67 | \$ 6.67 |
| 076415 | 716 | MARTINS | | \$ - | \$ 20.66 | \$ 20.66 |
| 076415 | 716 | NATIONAL BAND & TAG | | \$ - | \$ 54.00 | \$ 54.00 |
| 076415 | 716 | PETCO | | \$ - | \$ 13.94 | \$ 13.94 |
| 076415 | 716 | SSC-SOUTHERN STATES | | \$ - | \$ 200.98 | \$ 200.98 |
| 076415 | 717 | DEANS LAWNMOWER SHOP | | \$ - | \$ 10.99 | \$ 10.99 |
| 076415 | 717 | HAGERSTOWN FORD | | \$ - | \$ 91.86 | \$ 91.86 |
| 076415 | 900 | SPRINT | | \$ - | \$ 145.89 | \$ 145.89 |
| 076416 | 405 | THOMSON REUTER - WEST | | \$ - | \$ 2,680.95 | \$ 2,680.95 |
| 076417 | PAYROLL | WV PUB EMP RETIRE SYS | | \$ - | \$ 5.87 | \$ 5.87 |
| 076417 | PAYROLL | WV PUB EMP RETIRE SYS | | \$ - | \$ 1.96 | \$ 1.96 |
| 076417 | PAYROLL | WV PUB EMP RETIRE SYS | | \$ - | \$ 24,036.02 | \$ 24,036.02 |
| 076417 | PAYROLL | WV PUB EMP RETIRE SYS | | \$ - | \$ 72,108.13 | \$ 72,108.13 |
| 076418 | 413 | LOCKE WYSONG | | \$ - | \$ 12.96 | \$ 12.96 |
| 076419 | PAYROLL | WV PUB EMP RETIRE SYS | | \$ - | \$ 5,002.40 | \$ 5,002.40 |
| 076419 | PAYROLL | WV PUB EMP RETIRE SYS | | \$ - | \$ 2,223.29 | \$ 2,223.29 |
| 076420 | 401 | LISA WALTERS | | \$ - | \$ 1,533.24 | \$ 1,533.24 |
| 076421 | 439 | XEROX CORPORATION | | \$ - | \$ 600.55 | \$ 600.55 |
| 076422 | 405 | NEIL ZAHRADNIK | | \$ - | \$ 138.24 | \$ 138.24 |
| 076423 | 413 | BETHEL METHODIST CHURCH | | \$ - | \$ 100.00 | \$ 100.00 |
| 076424 | 413 | CAMP HILL WESLEY UNITED | | \$ - | \$ 150.00 | \$ 150.00 |
| 076425 | 413 | CHARLES TOWN BAPTIST | | \$ - | \$ 100.00 | \$ 100.00 |
| 076426 | 413 | COVENANT BAPTIST CHURCH | | \$ - | \$ 100.00 | \$ 100.00 |
| 076427 | 413 | FIRST BAPTIST CHURCH | | \$ - | \$ 100.00 | \$ 100.00 |
| 076428 | 413 | KABLETOWN METHODIST CHRC | | \$ - | \$ 150.00 | \$ 150.00 |
| 076429 | 413 | LEETOWN METHODIST CHURCH | | \$ - | \$ 100.00 | \$ 100.00 |
| 076430 | 413 | JEAN L ROBERTS | | \$ - | \$ 9.72 | \$ 9.72 |
| 076431 | 413 | TARA M.MORGAN | | \$ - | \$ 14.58 | \$ 14.58 |
| 076432 | 413 | JAMES EDDY | | \$ - | \$ 17.28 | \$ 17.28 |
| 076433 | 413 | SHEPHERDSTOWN FIRE DEPT | | \$ - | \$ 200.00 | \$ 200.00 |
| 076434 | 413 | BLUE RIDGE MTN VOL FIRE | | \$ - | \$ 100.00 | \$ 100.00 |
| 076435 | 413 | NORA DRISH | | \$ - | \$ 24.30 | \$ 24.30 |
| 076436 | 413 | CHERYL HUFF | | \$ - | \$ 14.04 | \$ 14.04 |
| 076437 | 413 | OAKLAND METHODIST CHURCH | | \$ - | \$ 100.00 | \$ 100.00 |
| 076438 | 413 | MARY R. RING | | \$ - | \$ 21.60 | \$ 21.60 |
| 076439 | 413 | PAUL WILT | | \$ - | \$ 12.96 | \$ 12.96 |
| 076440 | 413 | JEFFERSON COUNTY COUNCIL | | \$ - | \$ 100.00 | \$ 100.00 |
| 076441 | 413 | VIVIAN HENRY | | \$ - | \$ 10.80 | \$ 10.80 |
| 076442 | 413 | JEFFERSON ACADEMY | | \$ - | \$ 200.00 | \$ 200.00 |

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|--------|-----|--------------------------|--|------|---------------|---------------|
| 076443 | 413 | GARY HENRY | | \$ - | \$ 6.48 | \$ 6.48 |
| 076444 | 413 | STEVEN CROWE | | \$ - | \$ 21.60 | \$ 21.60 |
| 076445 | 413 | ANITA FLESHMAN | | \$ - | \$ 19.44 | \$ 19.44 |
| 076446 | 413 | ROBERT GRAF SR. | | \$ - | \$ 23.76 | \$ 23.76 |
| 076447 | 413 | ELIZABETH COYLE | | \$ - | \$ 27.00 | \$ 27.00 |
| 076448 | 413 | PAMELA CARROLL | | \$ - | \$ 18.90 | \$ 18.90 |
| 076449 | 413 | MELINDA MAYE | | \$ - | \$ 21.60 | \$ 21.60 |
| 076450 | 413 | MARTY FREEMAN | | \$ - | \$ 10.80 | \$ 10.80 |
| 076451 | 413 | TRINITY EPISCOPAL CHURCH | | \$ - | \$ 100.00 | \$ 100.00 |
| 076452 | 413 | JENNIFER COGLE | | \$ - | \$ 9.18 | \$ 9.18 |
| 076453 | 413 | FELLOWSHIP BIBLE CHURCH | | \$ - | \$ 200.00 | \$ 200.00 |
| 076454 | 413 | SUMMIT PT BAPTIST CHURCH | | \$ - | \$ 100.00 | \$ 100.00 |
| 076455 | 413 | AMY SILVER | | \$ - | \$ 32.40 | \$ 32.40 |
| 076456 | 413 | TERESA FORSYTH | | \$ - | \$ 14.04 | \$ 14.04 |
| 076457 | 413 | SHARON HALL | | \$ - | \$ 5.40 | \$ 5.40 |
| 076458 | 413 | JOHN SHOEDL | | \$ - | \$ 8.10 | \$ 8.10 |
| 076459 | 413 | CATHERINE DINGES | | \$ - | \$ 50.00 | \$ 50.00 |
| 076460 | 413 | TERESA PANGLE | | \$ - | \$ 19.98 | \$ 19.98 |
| 076461 | 413 | OTIS MORGAN | | \$ - | \$ 23.76 | \$ 23.76 |
| 076462 | 413 | AMY RINGER FLINT | | \$ - | \$ 5.40 | \$ 5.40 |
| 076463 | 413 | EDWARD COMPTON | | \$ - | \$ 11.88 | \$ 11.88 |
| 076464 | 413 | DOROTHY DYKE | | \$ - | \$ 5.40 | \$ 5.40 |
| 076465 | 413 | DEIRDRE CATTERTON | | \$ - | \$ 21.60 | \$ 21.60 |
| 076466 | 413 | WILLIAM LUKENBILL | | \$ - | \$ 12.96 | \$ 12.96 |
| 076467 | 413 | ADONIJAH GILMORE | | \$ - | \$ 100.00 | \$ 100.00 |
| 076468 | 413 | BRYCE MAHONY | | \$ - | \$ 100.00 | \$ 100.00 |
| 076469 | 413 | DOROTHY SAGAR | | \$ - | \$ 50.00 | \$ 50.00 |
| | | | | | | |
| | | | | | \$ 422,020.58 | \$ 422,020.58 |

Motion by Mr. Bell to approve the Accounts Payable for May 19, 2016 in the amount of \$422,020.58. Motion seconded and unanimously approved.

MANUAL CHECKS

| | | | |
|---------------|---------|--------|--------|
| HOME DETETION | | | |
| 008 | | | |
| Date | Check # | VENDOR | Amount |

| | | | |
|----------------------------------|---------|---------------------------------|----------------------|
| 5/13/2016 | 529 | 3M ELECTRONIC MONITORING | \$ 3,620.00 |
| 5/13/2016 | 530 | CDA | \$ 247.50 |
| 5/13/2016 | 530 | UNITED BANK | \$ 54.93 |
| ASSESSOR VALUATION | | | |
| O56 | | | |
| Date | Check # | VENDOR | Amount |
| 5/13/2016 | 583 | MONROE SYSTEMS | \$ 103.82 |
| FARMLAND PROTECTION BOARD | | | |
| O57 | | | |
| Date | Check # | VENDOR | Amount |
| 5/13/2016 | 276 | JEFFERSON CO FARMLAND PROT. | \$ 95,649.06 |
| BARDANE | | | |
| 244 | | | |
| Date | Check # | VENDOR | Amount |
| 5/13/2016 | 593 | POTOMAC EDISON | \$ 4,517.91 |
| 5/13/2016 | 592 | UNITED BANK | \$ 536.59 |
| IMPACT FEES | | | |
| 249 | | | |
| Date | Check # | VENDOR | Amount |
| 5/13/2016 | 1040 | SHERIFF JEFFERSON CO -SCHOOL | \$ 77,440.84 |
| 5/13/2016 | 1041 | SHERIFF JEFFERSON CO - LAW | \$ 2,034.77 |
| 5/13/2016 | 1042 | SHERIFF JEFFERSON CO - PARKS | \$ 5,950.71 |
| 5/13/2016 | 1043 | SHERIFF JEFFERSON CO - FIRE/EMS | \$ 659.39 |
| TOTAL | | | \$ 190,815.52 |

Motion by Mr. Bell to approve the Manual Checks for May 13, 2016 in the amount of \$190,815.52. Motion seconded and unanimously approved.

| | | | |
|---------------------------|---------|--------------------------------|---------------------|
| COAL SEVERANCE | | | |
| 002 | | | |
| Date | Check # | VENDOR | Amount |
| 5/20/2016 | 426 | JOHN STEVENS | \$ 218.48 |
| MAGISTRATE COURT | | | |
| 005 | | | |
| Date | Check # | VENDOR | Amount |
| 5/20/2016 | 331 | SHERIFF OF JEFFERSON CO | \$ 3,750.00 |
| ASSESSOR VALUATION | | | |
| 056 | | | |
| Date | Check # | VENDOR | Amount |
| 5/20/2016 | 584 | ESRI | \$ 7,000.00 |
| TOTAL | | | \$ 10,968.48 |

Motion by Mr. Bell to approve the Manual Checks for May 19, 2016 in the amount of \$10,968.48. Motion seconded and unanimously approved.

PUBLIC COMMENT:

Fred Blackmer, former resident – complained about the Planning Department, stating the staff’s interference with the planning process is “excessive, arbitrary, and capricious.”

Ed Johnson, resident and business owner – echoed Mr. Blackmer’s concerns regarding the Planning Department and requested the Commission take action to amend planning ordinances to make them simpler.

David Tabb, resident – provided the Commission with an update on various items of his concern.

Eleanor Finn, resident and member of the League of Women Voters – requested the Commission reconsider the decision to not hold a public hearing on the reorganization of the departments of Planning, Zoning, Engineering, and GIS. Ms. Finn also commented on the “excessive” use of Executive Session lately, and urged the Commission to continue to hold “Meet Your Commissioners” meetings.

PRESENTATIONS

1. Angela Banks, Assessor – requested approval of the Certificate of Oaths.
 - The Commission provided their signatures for the verification of the Personal Property and Land Books for 2016.
2. Michelle Gordon, Finance Director
 - a. Approval to sell a Utility Vehicle and transfer vehicle proceeds from the sale from the General Fund-General Revenue to the Capital Outlay Fund for FY17 Utility Vehicle Purchase approved in the FY17 Budget.
 - **Motion by Ms. Tabb to approve the sale of a utility vehicle and transfer of sales proceeds from the General Fund-General Revenues to the Capital Outlay Fund for the FY17 purchase of a replacement utility vehicle. Motion seconded and unanimously approved.**
 - b. Approval of 2016 Internal Budget Revision #6 of the General Fund
 - **Motion by Mr. Bell to approve Internal Budget Revision #6 of the General Fund. Motion seconded and unanimously approved.**
 - c. Review of Budget to Actual as of April 30, 2016.
3. Todd Fagan, Director, Department of GIS/Addressing - decision on the proposed amendments to the E911 Addressing Ordinance.
 - **Motion by Mr. Bell to approve amendment #4 of the E911 Addressing Ordinance as presented by Mr. Fagan. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- County Administrator Leave & Approval of Temporary Assignment in the County Commission Office

- Discuss possibility of sending a letter to DEP concerning inspections of county properties
 - **Motion by Ms. Noland to enter into Executive Session citing personnel matters. Motion seconded and unanimously approved.**
 - **Motion Ms. Noland to return to Regular Session. Motion seconded and unanimously approved.**
 - **Motion by Mr. Bell to approve the temporary assignment of Deputy County Administrator as County Administrator during County Administrator's maternity leave and to adjust the Deputy Administrator's compensation to Grade 8, Step A, tentatively beginning on June 22nd or after two weeks after assuming the position, whichever is earlier. Motion seconded and unanimously approved.**
 - **Motion by Mr. Bell to send a letter to DEP concerning the inspection of county properties. Motion seconded and unanimously approved.**

- Update on Social Media - Ms. Grove stated the County now has a Facebook page that will be used to share and distribute information that may be of interest to the public. Ms. Grove stated she'd work with the IT department to provide a link to the County Facebook page through the County website.

- Transfer of Water Buffalo to Bakerton Fire Department – Ms. Grove stated Ms. Miller of JCHSEM found a water buffalo in her inventory while preparing for the Sheriff's Auction. Though the water buffalo is in disrepair, Bakerton Fire Department stated they'd be willing to take it if allowed.
 - **Motion by Mr. Manuel to approve the donation of the water buffalo from Jefferson County Homeland Security and Emergency Management to the Bakerton Fire Department. Motion seconded and unanimously approved.**

- Approval of the Employee Dental and Vision Plan
 - **Motion by Mr. Bell to approve the renewal of the employee dental and vision plan as recommended by Ms. Grove. Motion seconded and unanimously approved.**

- Legislation regarding Stop Lights – MS. Grove stated she would research the new legislation which provides the County Commission with the power to regulate local stop lights to flash during times of minimal traffic; however, in order to determine the times of minimal traffic, surveys would have to be conducted and paid for by the County Commission.

COUNTY COMMISSION REPORTS

Eric Bell

- Attended Election Night at the Courthouse.
- Attended the Canvass of the Provisional and Absentee Ballots for the Primary Election.
- Attended Juvenile and Adult Drug Court proceedings
- Attended meetings in D.C. with local representatives.
- Attended the local Republican convention.
- Attended Juvenile Drug Court graduation

Patricia Noland

- Attended Election Night at the Courthouse.
- Attended the Canvass of the Provisional and Absentee Ballots for the Primary Election.
- Attended a Leadership West Virginia meeting in Logan County, WV.

Walt Pellish

- Attended Election Night at the Courthouse.
- Attended the Canvass of the Provisional and Absentee Ballots for the Primary Election.
- Expressed his appreciation to Nikki Painter and the Elections Board for completing a successful primary election.
- Attended a Board of Health meeting and stated he was very concerned with the operations of the Health Department.

Jane Tabb

- Attended the Canvass of the Provisional and Absentee Ballots for the Primary Election.
- Attended a Women Investing in Shepherd meeting.
- Notified the Commission of a map donated to the Jefferson County Museum and asked for consensus to hang the map in the Jefferson County Commission meeting room. The Commissioners all agreed.

Dale Manuel

- Attended Election Night at the Courthouse.
- Attended the Canvass of the Provisional and Absentee Ballots for the Primary Election.
- Attended the Grace Episcopal Church Pig Roast in Middleway.
- Attended the Spirit Day for Parks and Recreation at Sweet Frog.
- Attended a Master Plan meeting at Parks and Recreation.
- Chaired a Day Report Center meeting.
- Attended the Water Safety Conference at the Clarion Hotel.
- Attended the Bingo Bash at Parks and Recreation.
- Attended the Independent Fire Company Gun Bash.
- Attended Applebee's Pancake Day for Washington High Track Team.
- Chaired a Teen Court meeting.
- Attended a Water Advisory Committee meeting.
- Attended a Parks and Recreation meeting.

4. The Commission meeting was adjourned at 11:40 am on a motion by Mr. Bell. Motion was seconded and unanimously approved.

PATRICIA A. NOLAND,
PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

SPECIAL SESSION:

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

At a Special Session of the Jefferson County Commission, continued and held at the Courthouse thereof on Wednesday, May 25, 2016 beginning at 10:30 a.m.

PRESENT: Patsy Noland, President
Eric Bell, Commissioner
Dale Manuel, Commissioner
Jane Tabb, Commissioner

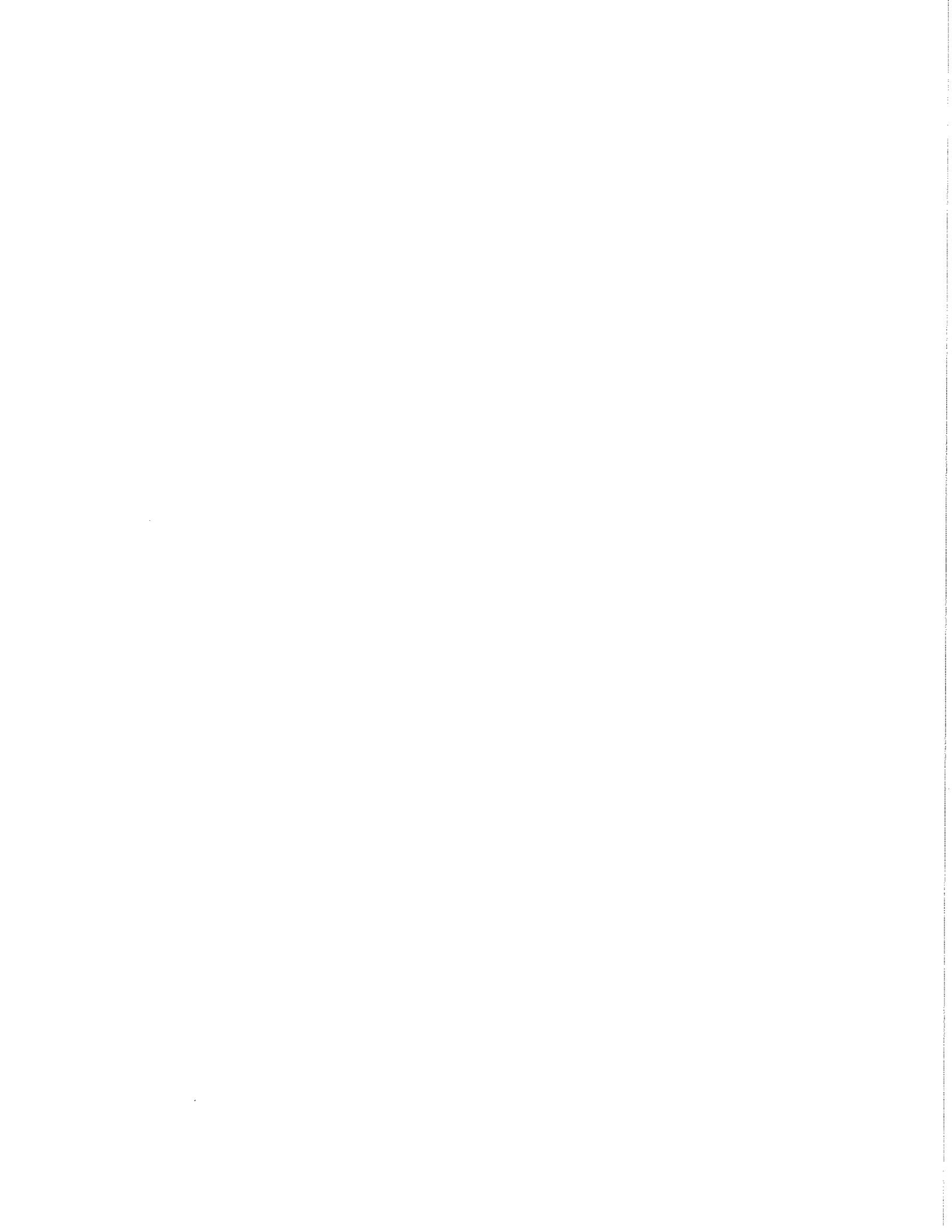
STAFF: Nikki Painter, Elections Officer
Jessica Carroll, Recording Clerk

The County Commission of Jefferson County met this 25th day of May, 2016 at 10:30 am for the purpose of accepting and certifying the final results of the May 10, 2016 Primary Election.

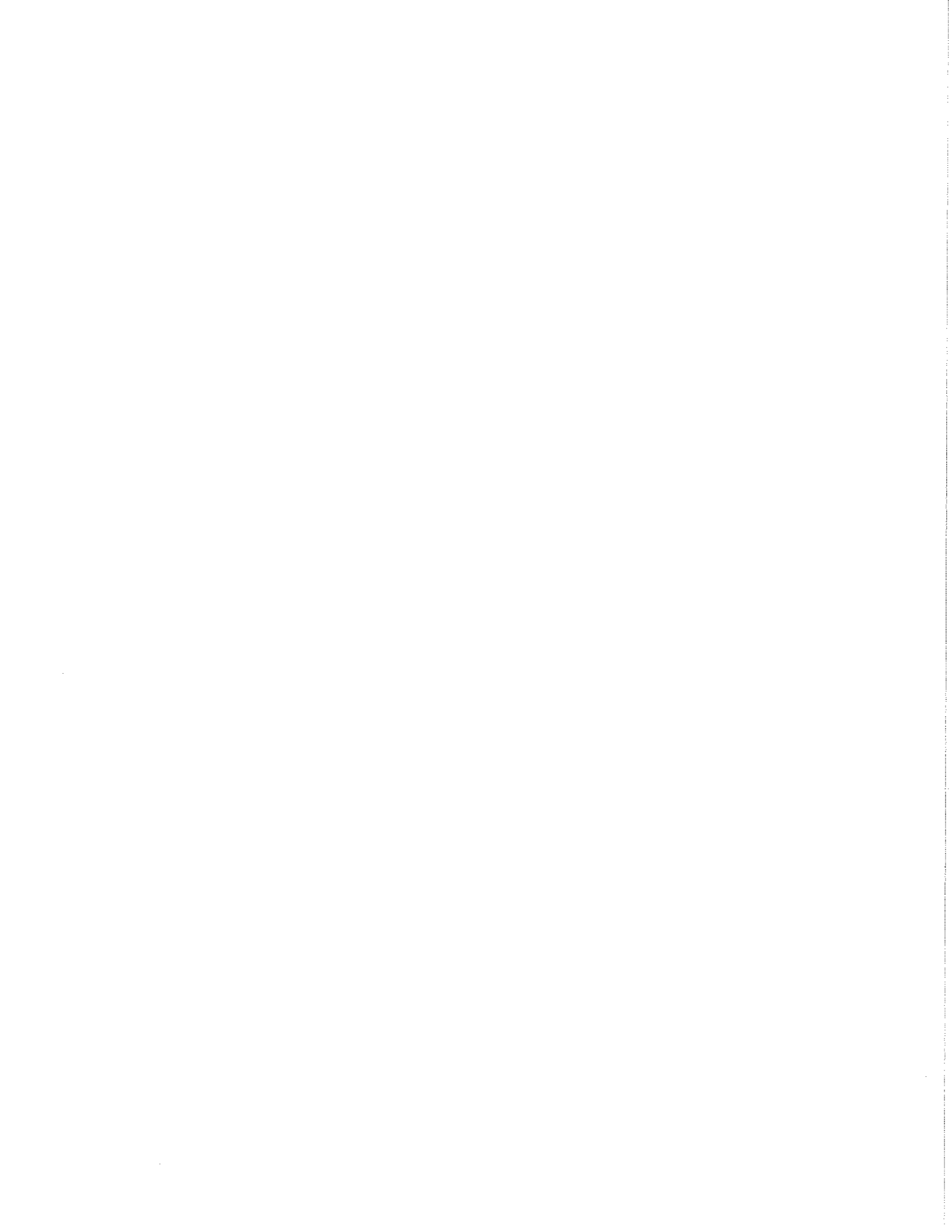
- **Motion by Mr. Bell to accept and certify the final returns of the May 10, 2016 Primary Election. Motion seconded and unanimously approved.**

There being no further business, motion by Mr. Bell to adjourn at 10:32 am. The motion was seconded and unanimously approved.

Patricia A. Noland, COMMISSION PRESIDENT



| DESCRIPTION | Fund 001 CO. | Fund 003 Dog | Total |
|-----------------------------|---------------|--------------|---------------|
| Gross Wages | \$ 379,538.65 | \$ 43.50 | \$ 379,582.15 |
| 6.2% Tax Payable OASDI | 22,635.58 | \$ 2.48 | \$ 22,638.06 |
| 1.45% Tax Payable HI | 5,293.82 | \$ 0.58 | \$ 5,294.40 |
| Fed Withholding | 41,754.35 | \$ 3.22 | \$ 41,757.57 |
| WV State Withholding | 16,154.11 | \$ 1.76 | \$ 16,155.87 |
| PERS Retirement Deduct 4.5% | 12,240.49 | \$ 1.96 | \$ 12,242.45 |
| PERS Retirement Deduct 6% | 1,144.22 | | \$ 1,144.22 |
| Hosp. Pre-Tax | 11,908.50 | | \$ 11,908.50 |
| Cancer/ICU Pre-Taxed | 987.25 | | \$ 987.25 |
| Cancer/ICU Not Pre-Taxed | 801.89 | | \$ 801.89 |
| Optional Life Not Pre-Taxed | 2,271.06 | | \$ 2,271.06 |
| Christmas Club | 5,460.00 | | \$ 5,460.00 |
| Wage Attach #1 | 1,173.24 | | \$ 1,173.24 |
| Wage Attach #3 | 212.31 | | \$ 212.31 |
| DSRS Retirement Deduct 8.5% | 5,417.27 | | \$ 5,417.27 |
| 457 - Nationwide | 749.00 | | \$ 749.00 |
| 457I - Empower | 2,985.00 | | \$ 2,985.00 |
| MD State Tax | 461.39 | | \$ 461.39 |
| D/VF | 1,557.17 | | \$ 1,557.17 |
| VA. State Tax | 126.68 | | \$ 126.68 |
| COLONIAL(PLUS) | 192.71 | | \$ 192.71 |
| Total Deductions | \$ 133,526.04 | \$ 10.00 | \$ 133,536.04 |
| | | | |
| Net Wages Total | \$ 246,012.61 | \$ 33.50 | \$ 246,046.11 |
| Payroll Date | 19-May-2016 | | |



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angie Banks, Assessor

Department or Organization: **Assessor's Office**


Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 2, 2016**

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*):

 **Exonerations**

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

Is this a funding request? Y/N Click here to enter text.

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*):

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

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.





AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Peter Dougherty

Department or Organization: JCSO

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1st Choice:

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

Date Requested – 2nd Choice:

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

Please provide the County Commission with a description of your request or presentation, including any background information: I am seeking approval to instate the next group of Reserves into the field. As you know they are a volunteer organization, so we are always happy to have new recruits. These individuals have all gone through background checks and have successfully completed the Reserve Academy. I am seeking appointment for Jaymee Craker, Gerald Craker and Robert Peterson Sr.

Is this a funding request?

Y N

If so, how much?

\$

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I move to appoint the listed candidates as Reserve Deputies.

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

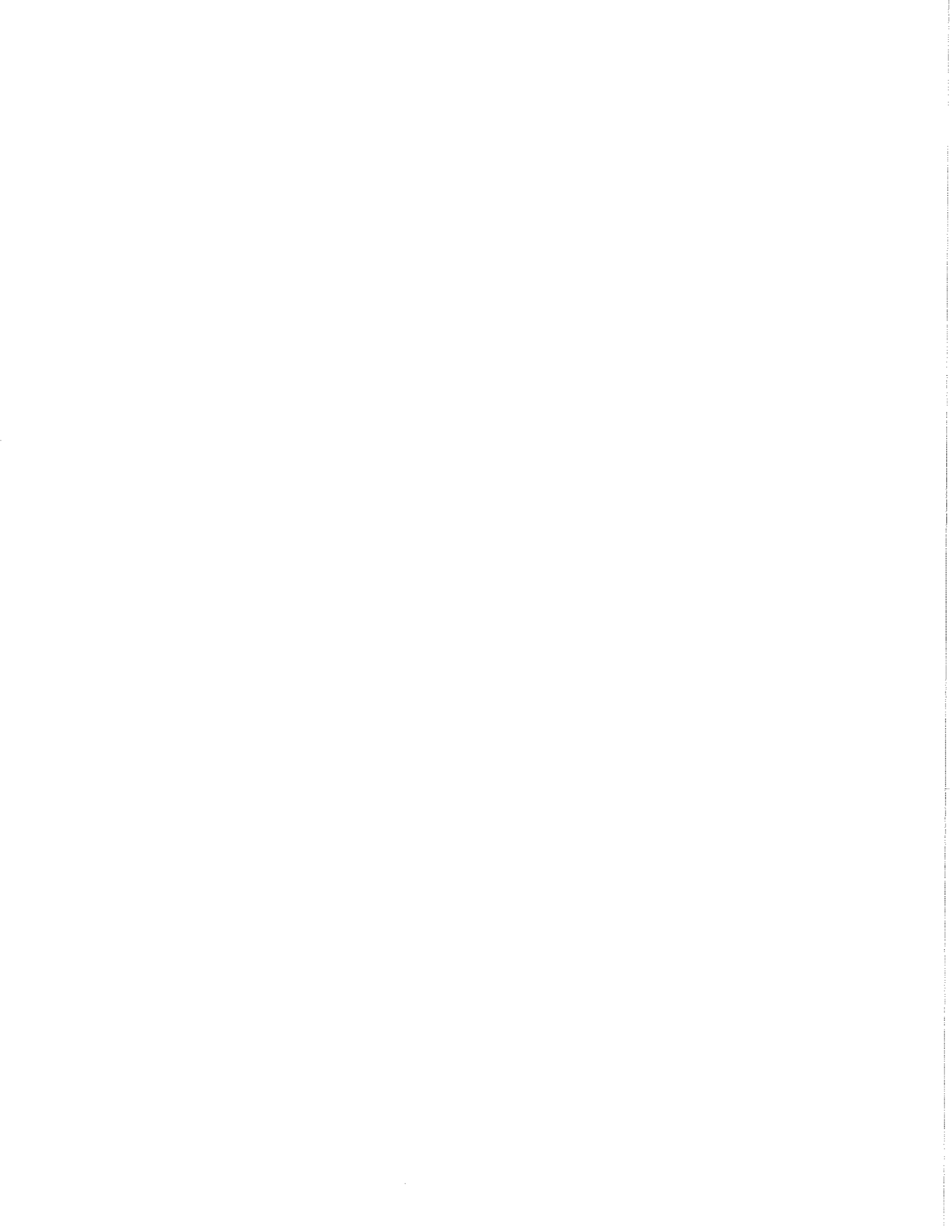
Y N

Contact information:

Email address: pdougherty@jcsdww.com Phone Number: 304-728-3205

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Dr David Didden and Michele Goldman

Department or Organization: Jefferson County Health Department and Eastern Panhandle Care Clinic

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: June 2

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

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:
To brief the County Commission on the closing of the Care Clinic in Ranson, WV and the impact on Jefferson County public health.

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 Internet/Wi Fi Telephone for conference call

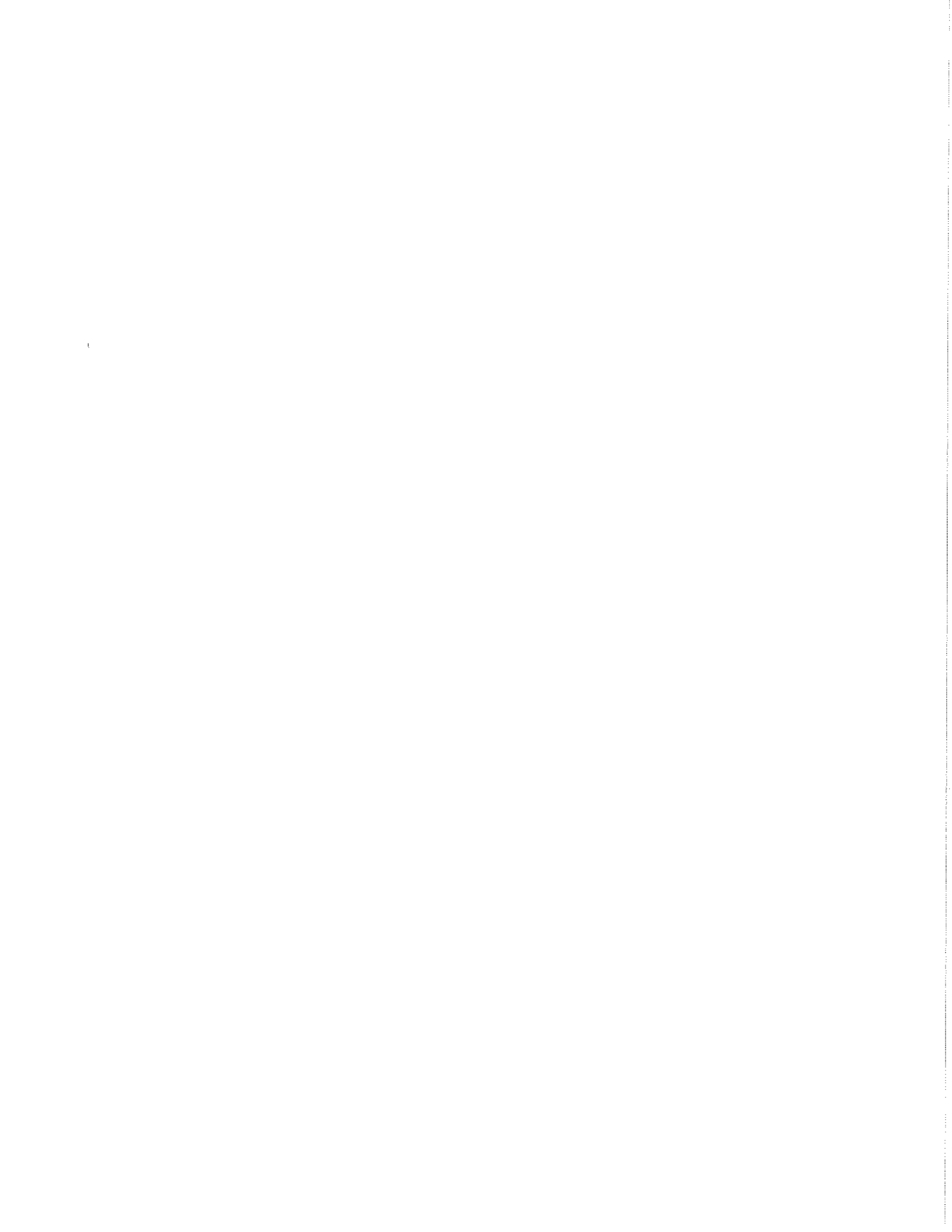
Contact information: Marty Freeman

Email address: marty.freeman@wv.gov

Phone Number: 304 728 8416

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Bill Polk/Laura Kuhn**
Department or Organization: **Maintenance Department**

Estimation of amount of time needed for appointment: **10-15 minutes**

Date Requested – 1st Choice: **June 2, 2016**

If a specific date is needed, please provide reason for specific date: **This project has time constraints due to the start date of the new Circuit Judge.**

Subject (Wording to be placed on agenda):

Approval of Architectural Services Contract for the Renovation of the 3rd Floor of the Judicial Building – ZMM Architects & Engineers

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

Jefferson County is to provide courtroom, office space, and court facilities to accommodate the new Circuit Judge. The 3rd floor of the Judicial Building is to be renovated to provide the needed accommodations. Qualification packets were received from several Architectural/Engineering firms. Interviews were set up with 5 firms before a selection committee. Members of the selection committee were Patsy Noland, Commissioner; Stephanie Grove, County Administrator; Roger Goodwin, County Engineer; Bill Polk, Maintenance Director; and Laura Kuhn, Maintenance Administrative Assistant. A qualification evaluation criteria score sheet was used to score each firm. After the interviews and score sheets were tallied, ZMM Architects & Engineers were unanimously selected as the committee's top choice. A meeting was then held with Adam Krason, from ZMM, to review the project, determine scope of services and negotiate a fee. After the meeting, Mr. Krason agreed to draft an AIA Architectural contract with the scope and fees as discussed in the meeting. We are asking for approval to enter into an AIA Architectural contract with ZMM Architects & Engineers.

Is this a funding request? **No. This project has been previously approved.**

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

Move to enter into an architectural contract with ZMM Architects & Engineers to provide architectural services to complete the 3rd floor renovation of the Judicial Building in order to accommodate the new Circuit Judge.

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

If not attached, explain:

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

Contact information: Bill Polk or Laura Kuhn

Email address: lkuhn@jeffersoncountywv.org or bpolk@jeffersoncountywv.org

Phone Number: 304-728-3355

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 6/2/2016

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

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

Subject (*Wording to be placed on agenda*): Letter of Credits securing construction bonds.

Please provide the County Commission with a description of your request or presentation, including any background information: Letter of credits used as security for construction bonds have either a January 15 or July 15 expiration date and are to be renewed thirty (30) days prior to the expiration date. The staff will call any letter of credits that have not been renewed prior to the July 15, 2016 expiration date.

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*): I authorize Staff to call any Letter of Credits that are due that have not been renewed by the close of business on Wednesday, July 6, 2016.

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

If not attached, explain: [Click here to enter text.](#)

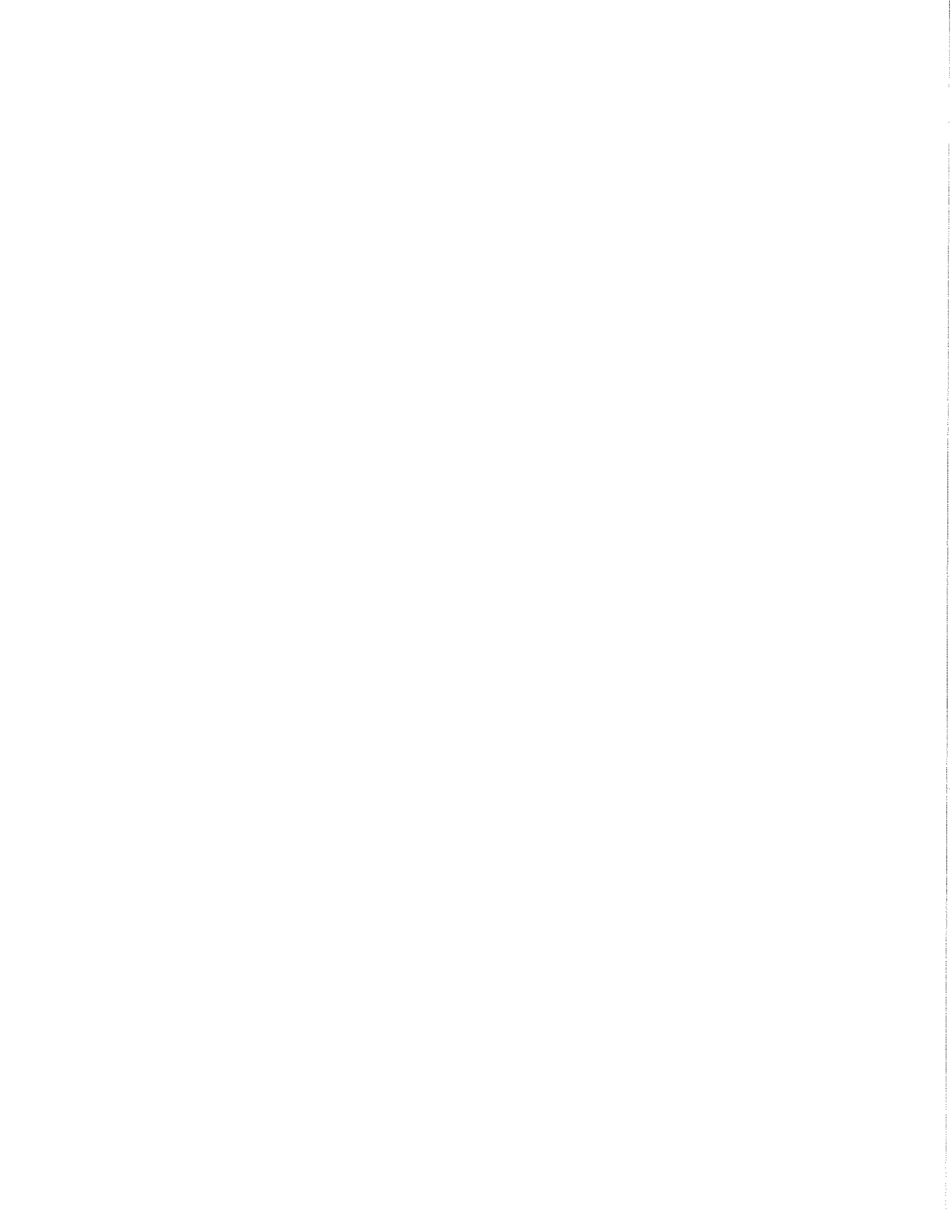
Is equipment needed? Projector Y/NO Internet/Wi Fi Y/NO Telephone for conference call Y/NO

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 2, 2016

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*): Partial Release of construction bond security for APOARC, LLC – Summit Point Tactical Training Center, Phase 4 (File #S13-03)

Please provide the County Commission with a description of your request or presentation, including any background information:
Partial Release of construction bond security for SPARC, LLC – Summit Point Tactical Training Center, Phase 4 (File #S13-03) –
Performance Bond with Philadelphia Indemnity Insurance Company

Is this a funding request? Y/N Click here to enter text.

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*): I authorize a partial release of \$732,797.00 from the construction bond amount for SPARC, LLC – Summit Point Tactical Training Center, Phase 4 (File #S13-03). .

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

Bond Release Request Report

Site Map

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

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: 05 / 20 / 2016 J.C.P.C. File No. 513 .03

Consultant/Engineer/Firm Name: GORDON

Mailing Address: 301 N. MILDRED ST.

City: CHARLES TOWN State: WV Zip: 25414

Contact Person: JASON GERMALT Phone: 304-725-8456

Project/Subdivision Name: SPARC TTC

Section/Phase: PHASE 4 Lots: _____

Review Comments:

The bond release/reduction is Approved as Submitted. REVISED _____ 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: RECOMMEND REDUCTION OF BOND

Approved for:
BOND REDUCTION
 By: Alpha Kent Date: 05/23/2016
 County Engineer

Original Bond Amt. \$ 1,056,200⁰⁰ + 15% Cont. \$ 278,400⁰⁰ = Total Original Bond Amt. \$ 2,134,424

Total Current Bond Amount \$ 847,737.00

Cost of Work Remaining \$ 100,000.00 + Contingency Amount \$ 15,000.00

= Approved for Revised Bond Amount \$ 115,000.00

Reviewed By: JOSEPH W. KENT Title: L.D.I.

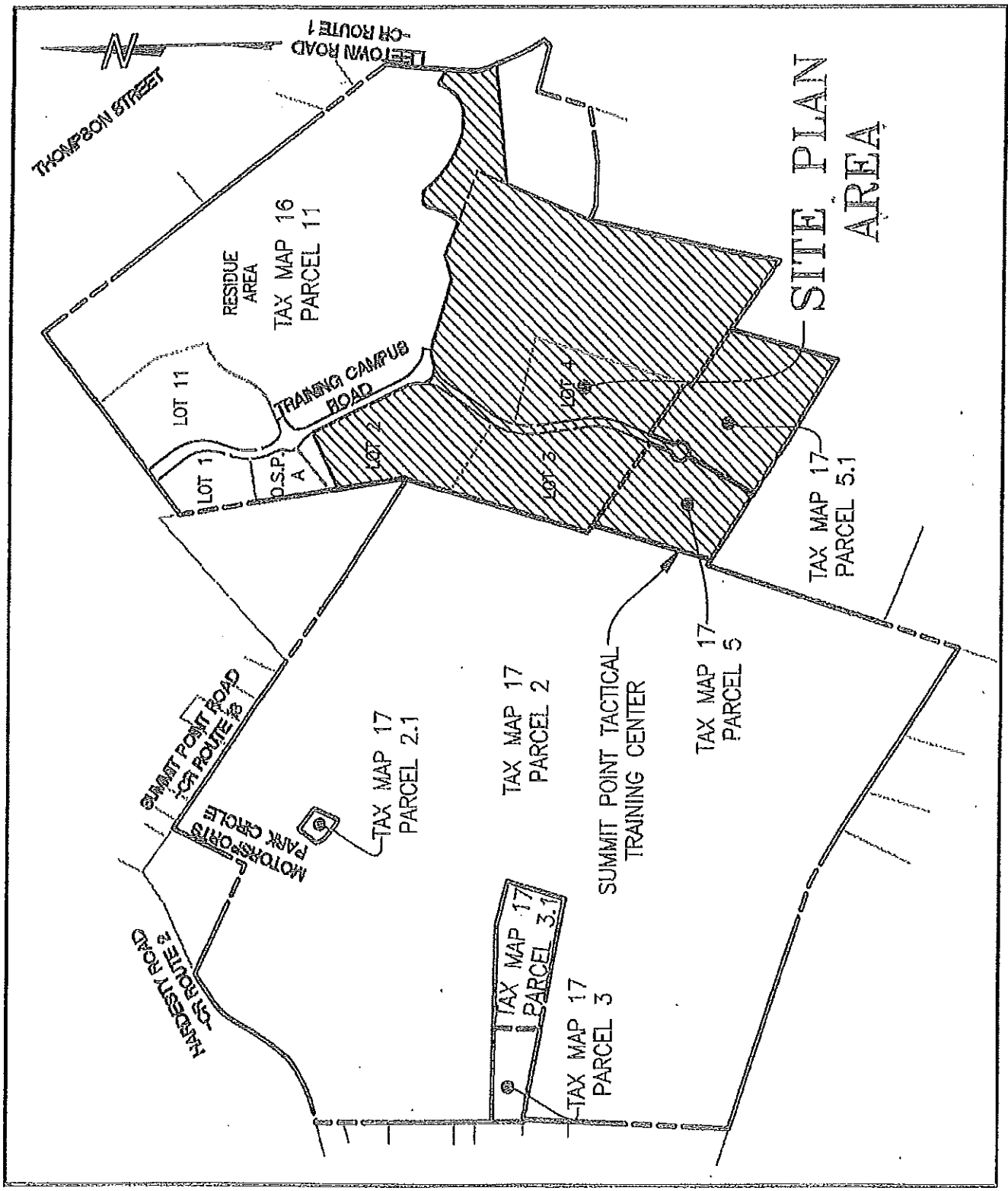
Signature: [Signature] Date: 05 / 23 / 2016

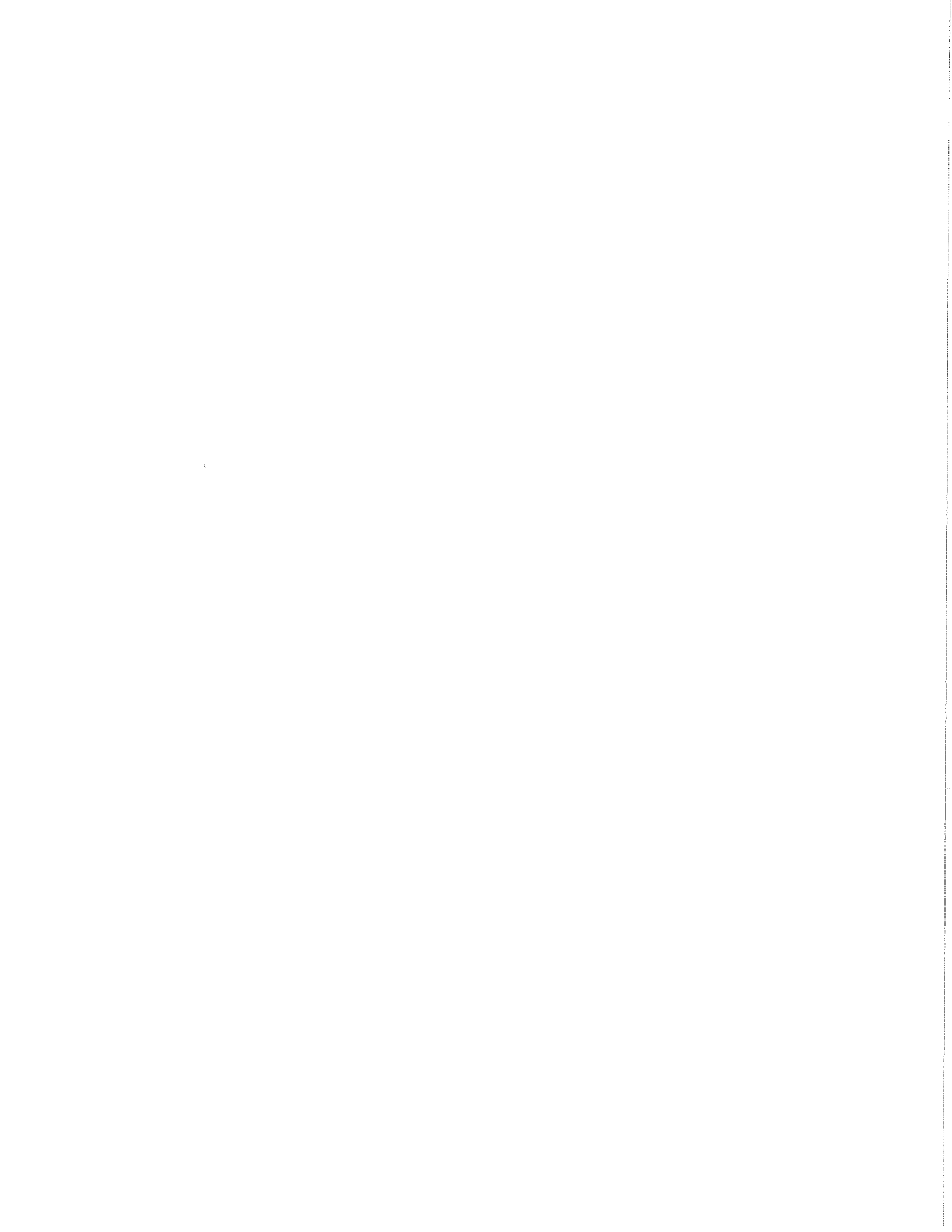
REVISIONS

| |
|---|
| 1. 12/16/13 - JEFFERSON COUNTY COMMENTS |
| 2. 04/24/14 - JEFFERSON COUNTY COMMENTS |
| 3. 05/16/14 - JEFFERSON COUNTY COMMENTS |

| | |
|---------|--------|
| SURVEY | GORDON |
| DESIGN | JPG |
| DRAWN | MAC |
| CHECKED | KMS |

| | |
|------------|-----|
| ARCHITECTS | NO. |
|------------|-----|





AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin, Chief County Engineer

Department or Organization: Engineering Department

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: June 2, 2016

Date Requested – 2nd Choice: June 16, 2016

Subject (*Wording to be placed on agenda*): Sink Hole Mitigation Proposal – Bardane Industrial Park

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

A sink hole was recently discovered on a parcel of land in the Bardane Industrial Park, which is owned by the Jefferson County Commission. The parcel of land (4.26 Acres) is located on Industrial Boulevard next to the West Virginia State Police maintenance facility; and is described as Parcel 1.4, Tax Map 2, Charles Town Tax District; Deed Book 584, Page 419.

The sink hole is located between a Jefferson Utilities PSD sanitary sewer pump station and a stormwater management basin. A location map is attached.

The sink hole needs to be mitigated or it will continue to grow. Currently, it is about 15 feet in diameter and about 15 feet deep. Photos are attached.

Attached are two proposals as follows:

1. GeoConcepts Engineering, Inc. in the amount of \$6,000.00 to coordinate and document the mitigation work in accordance with West Virginia Department of Environmental Protection guidelines.
2. Kable Excavating, LLC in the amount of \$5,200.00 to excavate and repair the sink hole.

The total proposal cost is \$11,200.00; however, I recommend a budget of \$15,000.00 in order to provide a contingency amount for any unforeseen circumstances.

John Reisenweber, executive director of the Jefferson County Development Authority is aware of the sinkhole and supports the effort to have it mitigated.

Is this a funding request? Yes If so, how much? \$15,000.00



April 5, 2016

Mr. Joseph W. Kent
Jefferson County Engineering Department
116 E. Washington Street
PO Box 716
Charles Town, West Virginia 25414

**Subject: Proposal for Sinkhole Mitigation Services, Burr Industrial Park,
338 Industrial Boulevard, Kearneysville, Jefferson County, West
Virginia (Our PR16099)**

Dear Mr. Kent:

GeoConcepts Engineering, Inc. ("GeoConcepts") is pleased to submit this Agreement to you (the "Client") to provide professional engineering geology services for the subject project. This proposal has been prepared in accordance with the request for proposal and information provided to us.

Project Description

A relatively large cover-collapse sinkhole was observed by an employee of the Jefferson County PSD, which had developed along a drainage ditch alignment located approximately 100 feet north of a force-main sanitary sewer pump station at 338 Industrial Boulevard, Kearneysville, West Virginia. The sinkhole was subsequently reported to the Jefferson County Engineering Department. The client met with GeoConcepts at the sinkhole location to observe the structure and to assist GeoConcepts in developing a mitigation plan.

Scope of Services

Based on GeoConcepts site visit, and conversations with the client, GeoConcepts will provide the following services:

1. Provide onsite consultation and guidance to your excavation contractor regarding the mitigation of a sinkhole that has formed on the county's property, located at 338 Industrial Boulevard in Kearneysville, West Virginia. The onsite services are intended to document that the remedial activities are compliant with the West Virginia Department of the Environment Sinkhole Mitigation Document dated August, 2005.
2. Upon completion of the mitigation services, GeoConcepts will provide a letter certifying that the sinkhole has been mitigated using accepted karst engineering practice and in compliance with the West Virginia Department of the Environment Sinkhole Mitigation Guidance Document dated August, 2005.

Services not specifically detailed herein are excluded from the Scope of Services of this Agreement.

Project Fees

We will complete the above Scope of Services for an estimated fee of \$6,000. A schedule of our current fees is attached to this Agreement and incorporated herein. The attached schedules of fees will be applicable until July 1, 2016. We will notify you if the estimated fee is exceeded by more than 10 percent. Time for engineering services will include both field and office time, and travel between the site and the originating office. Services will be billed for actual hours expended times the applicable hourly rate. Travel

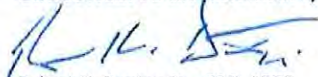
mileage will be billed at a rate of \$0.60 per mile. A charge of five percent of the monthly invoice fee will be added to each invoice to offset the cost of office support including, but not limited to, typing, in-house reproduction, computer usage, and contract administrative services. Items obtained on the Client's behalf will be invoiced at cost plus 15 percent.

The attached Contract Terms and Conditions is incorporated herein by reference and made a part of this Agreement. This Agreement and the Contract Terms and Conditions and the attached fee schedules represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations or agreements, whether written or oral. The person signing this agreement warrants he/she has the authority to sign on behalf of the Client. If you direct us to perform services as set forth in this Agreement without signing the Agreement, such verbal direction constitutes acceptance by the Client of the terms of this Agreement including the attachments. However, please note that our stated liability insurance coverage is not in effect until we receive an executed contract for this project.

We appreciate the opportunity to be of service on this project. Please contact the undersigned if you have questions regarding this Agreement. If you direct us to perform services as set forth in this Agreement without signing the Agreement, such verbal direction constitutes acceptance by the Client of the terms of this Agreement including the attachments.

Sincerely,

GEOCONCEPTS ENGINEERING, INC.



Robert K. Denton Jr., CPG, LPSS
Senior Geologist
Licensed Professional Soil Scientist



Vivian H. Lewis
President

Attachments: Schedule of Personnel Fees
Contract Terms and Conditions

ACCEPTED: JEFFERSON COUNTY ENGINEERING DEPARTMENT

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

RRD/TWL/ML
N:\PROJECTS\Active 16 Projects\16099, Industrial Blvd Sinkhole Remediation\Proposal Folder\PR16099, Durr Industrial Park Sinkhole.docx

Schedule of Personnel Fees

| <i>Labor Category</i> | <i>Unit Rate Per Hour</i> |
|---|---------------------------|
| Principal | \$225 |
| Associate | \$175 |
| Senior Engineer/Geologist/Scientist | \$125 |
| Project Engineer/Geologist/Scientist | \$100 |
| Senior Staff Engineer/Geologist/Scientist | \$80 |
| Structural Steel/Fireproofing Inspector | \$85 |
| Staff Engineer/Geologist/Scientist/Staff Technologist | \$65 |
| Senior Engineering Technician | \$50 |
| Clerical | \$60 |

Notes:

1. Overtime rates for technician personnel will be charged at 1.5 times the standard hourly rate for work over 8 hours per day, 40 hours per week, weekend work, or holidays, and between the hours of 6:00 pm and 6:00 am.
2. When using the hourly rates presented above for technicians, a \$40 per day trip charge will apply for travel time, travel mileage, and equipment rental.
3. A fee of \$75.00 per pick up will apply for transportation of cylinders to the testing laboratory.

CONTRACT TERMS AND CONDITIONS

1. STANDARD OF CARE

GEOCONCEPTS will strive to perform services under this Agreement in accordance with generally accepted principles of engineering practices and in a manner consistent with that level of care and skill ordinarily exercised by members of their profession, practicing under similar circumstances in the same or similar locality, in the same period of time. This warranty is in lieu of all other warranties, either express or implied.

2. OWNERSHIP OF DOCUMENTS

The documents prepared by GEOCONCEPTS for this Project are Instruments of Service for use solely with respect to this Project and GEOCONCEPTS is deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. Client will be permitted to retain copies, including reproducible copies, of the documents solely for Client's information, reference and use in connection with the Project as long as Client is not in default under this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Use and reproduction of any Instrument of Service without the express written consent of GEOCONCEPTS is unauthorized and such use is at the sole risk of the user, and Client agrees to indemnify, defend, and hold GEOCONCEPTS harmless from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized use. Client agrees that all reports and other work furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. The technical and pricing information contained in any document submitted by GEOCONCEPTS to Client is confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of GEOCONCEPTS.

3. COST ESTIMATES

Any estimate of cost in the Agreement shall not be considered as a fixed price, but only an estimate unless otherwise specifically stated in the Agreement. Client acknowledges that estimates of construction and development costs provided by GEOCONCEPTS are subject to influences outside of GEOCONCEPTS' control. The Client further acknowledges that actual construction or development costs may vary substantially from estimates provided by GEOCONCEPTS. GEOCONCEPTS does not warrant or guarantee the accuracy of cost estimates provided during the course of their work.

If the client requires the incorporation of changes in the construction documents to accommodate value engineering, the client agrees, to the fullest extent permitted by law, to waive all claims against consultant and to indemnify and hold harmless the consultant from any damages, liabilities or costs, including reasonable attorneys' fees and cost of defense, which arise in connection with or as a result of the incorporation of such design changes required by the client. In addition, the consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents.

4. PAYMENTS

Invoices will be submitted by GEOCONCEPTS on a monthly basis as work proceeds. Invoices will be due and payable in full upon receipt of an invoice by Client without retainer, and will not be contingent upon receipt of funds from third parties. In the event that Client objects to all or any portion of any invoice, Client shall notify GEOCONCEPTS of the reasons for the objection within fifteen (15) days from date of the invoice, and pay that portion of the invoice not in dispute. If fees are not paid in full within thirty (30) days of the invoice date, GEOCONCEPTS reserves the right to suspend or terminate services and the right to pursue all appropriate remedies, including withdrawing certifications, stopping work on three (3) days prior written notice, and retaining all documents without recourse. In the event of such suspension or termination of services, GEOCONCEPTS shall have no

liability to Client for delay or damages caused by such suspension or termination. If at any time, an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one-half percent (1.5%) per month from the invoice date will be charged. In the event GEOCONCEPTS employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by GEOCONCEPTS. Invoices will be submitted electronically to your designated representative with no hard copies provided.

5. CLIENT RESPONSIBILITIES

Client shall notify GEOCONCEPTS of known or suspected underground utilities and underground structures in the area of the work. GEOCONCEPTS is not responsible for damage to below grade utilities, structures or other features not brought to its attention, or incorrectly marked in the field by others or incorrectly shown on plans provided.

Client, for its own benefit, may, from time to time, on its own or retain others to perform certain tests, inspections and analyses or other information and materials for use by GEOCONCEPTS. GEOCONCEPTS may and is expected to rely on such tests, inspections, analyses, opinions, data, reports, materials and other information without the need for independent evaluation and/or verification. Moreover, Client agrees to indemnify, defend, and hold GEOCONCEPTS harmless from any and all losses, damages and claims of any nature which may in any way arise out of or in connection with the use by GEOCONCEPTS of the tests, inspections, analyses, opinions, data, reports, materials, and other information issued and/or prepared by Client or others and furnished to GEOCONCEPTS in connection with this project.

In the event Client or Client's personnel, contractors, or subcontractors become aware of a suspected error or omission by GEOCONCEPTS, or a change in the conditions reported by GEOCONCEPTS is suspected, GEOCONCEPTS shall receive prompt written notice of such suspected error, omission, or change in order that GEOCONCEPTS may have the opportunity to take prompt, effective measures which in GEOCONCEPTS' opinion will minimize the consequences of a defect in service. Failure to provide prompt notice or to provide GEOCONCEPTS the opportunity to remedy the situation shall relieve GEOCONCEPTS of any further liability.

6. CHANGED CONDITIONS

GEOCONCEPTS has established the Scope of Services based on known conditions and risks. If in GEOCONCEPTS' sole opinion these conditions change in light of occurrences or discoveries that were not originally contemplated by or known to GEOCONCEPTS at the time of Agreement, GEOCONCEPTS may request that the terms of the Agreement be renegotiated. GEOCONCEPTS shall identify the changed conditions and Client shall promptly and in good faith enter into renegotiations of this Agreement to help permit GEOCONCEPTS to continue to meet Client's needs. If renegotiated terms cannot be agreed to, Client agrees that GEOCONCEPTS has an absolute right to terminate this Agreement.

7. HAZARDOUS SUBSTANCES

Client shall notify GEOCONCEPTS of any information regarding known or suspected contaminated or hazardous materials related to their subsurface investigations or studies. The client recognizes that GEOCONCEPTS, by virtue of completing a subsurface investigation at the site, is not responsible for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client agrees to advise GEOCONCEPTS prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during GEOCONCEPTS' work contain substances hazardous to health, safety or the environment, these

samples remain the property of Client. Likewise, any equipment contaminated during GEOCONCEPTS' services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

8. OBSERVATIONS SERVICES

If set out in the Scope of Services, GEOCONCEPTS will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed Scope of Services. Should Client not retain GEOCONCEPTS to monitor construction, or should Client unduly restrict GEOCONCEPTS' assignment to monitor construction, Client waives any claim against GEOCONCEPTS, and agrees to indemnify, defend, and hold GEOCONCEPTS harmless from any claim, liability, or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GEOCONCEPTS.

GEOCONCEPTS' services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors or job site safety. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of GEOCONCEPTS' field representative nor the observation and testing by GEOCONCEPTS shall excuse the contractor from defects in its work nor from potentially unsafe working conditions under no circumstances shall GEOCONCEPTS have any responsibility for safety at the project, other than for its own personnel. Safety at the project is the sole and exclusive responsibility of Client and its contractor(s).

9. RIGHT OF ENTRY

Client will provide rights of entry and access for GEOCONCEPTS and necessary permissions in order for GEOCONCEPTS to perform its services. While GEOCONCEPTS will take reasonable precautions to minimize damage to the property, it is understood that in the normal course of work, some damage may occur to surface features, the correction of which is not part of GEOCONCEPTS' Scope of Services.

10. DISCLOSURE

If during the course of this engagement, GEOCONCEPTS develops data or information that requires disclosure to an administrative agency or other authority with proper jurisdiction, Client agrees to such disclosure and agrees to defend, indemnify, and hold GEOCONCEPTS harmless from any claim or liability arising from such disclosure.

11. FAILURE TO FOLLOW RECOMMENDATIONS

Client recognizes and assumes the inherent risks connected with subsurface and earthwork construction, and agrees that it would be unfair to hold GEOCONCEPTS liable for problems that may occur if GEOCONCEPTS' recommendations are not followed. Accordingly, Client waives any claims against GEOCONCEPTS, and agrees to defend, indemnify, and hold GEOCONCEPTS harmless from any claim or liability for injury or loss that results from Client's failure to strictly implement GEOCONCEPTS' recommendations. Client also agrees to compensate GEOCONCEPTS for any time spent and expenses incurred by GEOCONCEPTS, including attorney's fees, in defense of any such claim, with such compensation to be based upon GEOCONCEPTS' then prevailing fee schedule and expense reimbursement policy.

12. REJECTION OF WORK

GEOCONCEPTS may recommend to Client rejection of contractor's work which, in GEOCONCEPTS' professional opinion, does not conform to design, specifications, or GEOCONCEPTS' recommendations. Client agrees to indemnify, defend and hold GEOCONCEPTS harmless from any and all losses, damages and claims of any nature, which may in any way arise out of GEOCONCEPTS' rendering of good faith advice to Client on this topic.

13. DELAYS

In the event that GEOCONCEPTS' field or technical work is interrupted

due to causes beyond GEOCONCEPTS' control, GEOCONCEPTS shall be compensated for the labor, equipment, and other costs GEOCONCEPTS incurs in order to maintain its workforce for Client's benefit during the interruption, or at Client's option, the various costs GEOCONCEPTS incurs for demobilization and subsequent remobilization. Compensation to GEOCONCEPTS shall be based upon GEOCONCEPTS' then prevailing fee schedule and expense reimbursement policy.

Client shall not hold GEOCONCEPTS responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of GEOCONCEPTS, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability, despite reasonable diligence, to supply personnel, equipment, or material to the project. Should such acts occur, Client and GEOCONCEPTS shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for in the Agreement as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall entitle GEOCONCEPTS, at its option, to either renegotiate this Agreement based on GEOCONCEPTS' then prevailing fee schedule and expense reimbursement policy or to terminate the contract.

In the event services are interrupted, suspended or terminated for any of the causes listed above, GEOCONCEPTS shall have no liability to Client for such delay or damages caused by such interruption, suspension or termination of services by GEOCONCEPTS.

14. DISPUTE RESOLUTION

In addition to and as a condition precedent to litigation, the parties shall endeavor to settle disputes by non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. In no event shall the demand for mediation be made after the date when such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any mediation shall be conducted in Loudoun County, Virginia.

If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of this Agreement shall be determined by the Circuit Court for Loudoun County, Virginia or the U.S. District Court for the Eastern District of Virginia (Alexandria, Virginia). Both parties consent to personal jurisdiction and venue in the courts referenced above.

Client and GEOCONCEPTS specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort or statute, against the other arising out of or connected in any way to the project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate. Any and all claims and/or causes of action between the parties arising out of or relating to this Agreement shall be brought by either party within two (2) years of substantial completion of the Project or termination of this Agreement whichever is sooner.

15. CERTIFICATE OF MERIT

Client shall make no claim, either directly or in a third party claim, against GEOCONCEPTS unless Client has first provided GEOCONCEPTS with a written certification executed by an independent professional currently practicing in the discipline of the alleged defect or error and licensed in the state where the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Should any provision of this Agreement be or become legally invalid, the validity of the remainder of this Agreement shall not be affected.

17. LIMITATION OF LIABILITY

GEOCONCEPTS' liability for damages arising out of any theory of liability including torts such as negligence, strict or statutory liability, and breach of contract, shall be limited to an amount not to exceed the lesser of GEOCONCEPTS' fee or \$50,000.00. If Client prefers not to limit GEOCONCEPTS' professional liability to this sum, GEOCONCEPTS will waive this limitation upon Client's request, provided that Client agrees to pay an additional consideration for this waiver. Client further agrees to require the contractor and his subcontractors to agree to an identical limitation of GEOCONCEPTS' liability for damages suffered by the contractor or the subcontractors. To the extent damages are covered by property insurance, Client and GEOCONCEPTS waive all rights against each other.

GEOCONCEPTS will not be liable for consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act by others. No director, officer, employee or agent of GEOCONCEPTS shall have any individual liability to Client. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person.

GEOCONCEPTS represents that its employees are protected by worker's compensation insurance, and that GEOCONCEPTS has insurance coverage for public and professional liability and property damage to protect itself from claims arising from the work it performs. Certificates of insurance can be provided to the client if requested.

18. ASSIGNMENT

Neither Client nor GEOCONCEPTS shall assign or transfer its interest or claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without the written consent of the other party. Any such assignment or transfer shall be deemed void and invalid, the assignee shall acquire no rights as a result of any such assignment and the non-assigning party shall not recognize any such assignment.

19. TERMINATION

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that GEOCONCEPTS shall be paid for its total charges for services performed to the termination date, plus reimbursable charges and termination expenses. Termination expenses are defined as fifteen percent (15%) of GEOCONCEPTS' total charges for services accumulated to the date of termination to account for GEOCONCEPTS' costs of rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

20. BIOLOGICAL POLLUTANTS

Consultant's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that Consultant will have no liability for any claim regarding bodily injury or property damage alleged arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by Consultant's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

PROPOSAL
KABLE EXCAVATING, LLC
83 PROSPERITY LANE
RANSON WV 25438
WV032512
VA2705 12181A
OFFICE: 304-724-5477
FAX: 304-724-5480

April 4, 2016

TO: Bob Denton

VIA EMAIL

JOB NAME/LOCATION: Sinkhole Repair - Industrial Blvd.

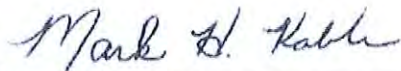
Per our visit to the site, the following is our proposal:

PROPOSAL INCLUDES THE FOLLOWING:

- o (1) Mobile
- o Backhoe
- o Water truck
- o Stone - 120 tons
- o Fabric

TOTAL \$ 5,200.00

We thank you for the opportunity of allowing us to present our proposal and hope to have the pleasure of serving you. Please call with any questions you may have regarding the above proposal.

AUTHORIZED SIGNATURE  04/04/2016
Mark H. Kable, President DATE
KABLE EXCAVATING, LLC

Acceptance of Proposal:

AUTHORIZED SIGNATURE(s):

Signature _____ DATE _____

Printed Name & Title _____

Please sign & return to our office. Please keep one copy for your records.

RE: Sinkhole Repair - Industrial Blvd.

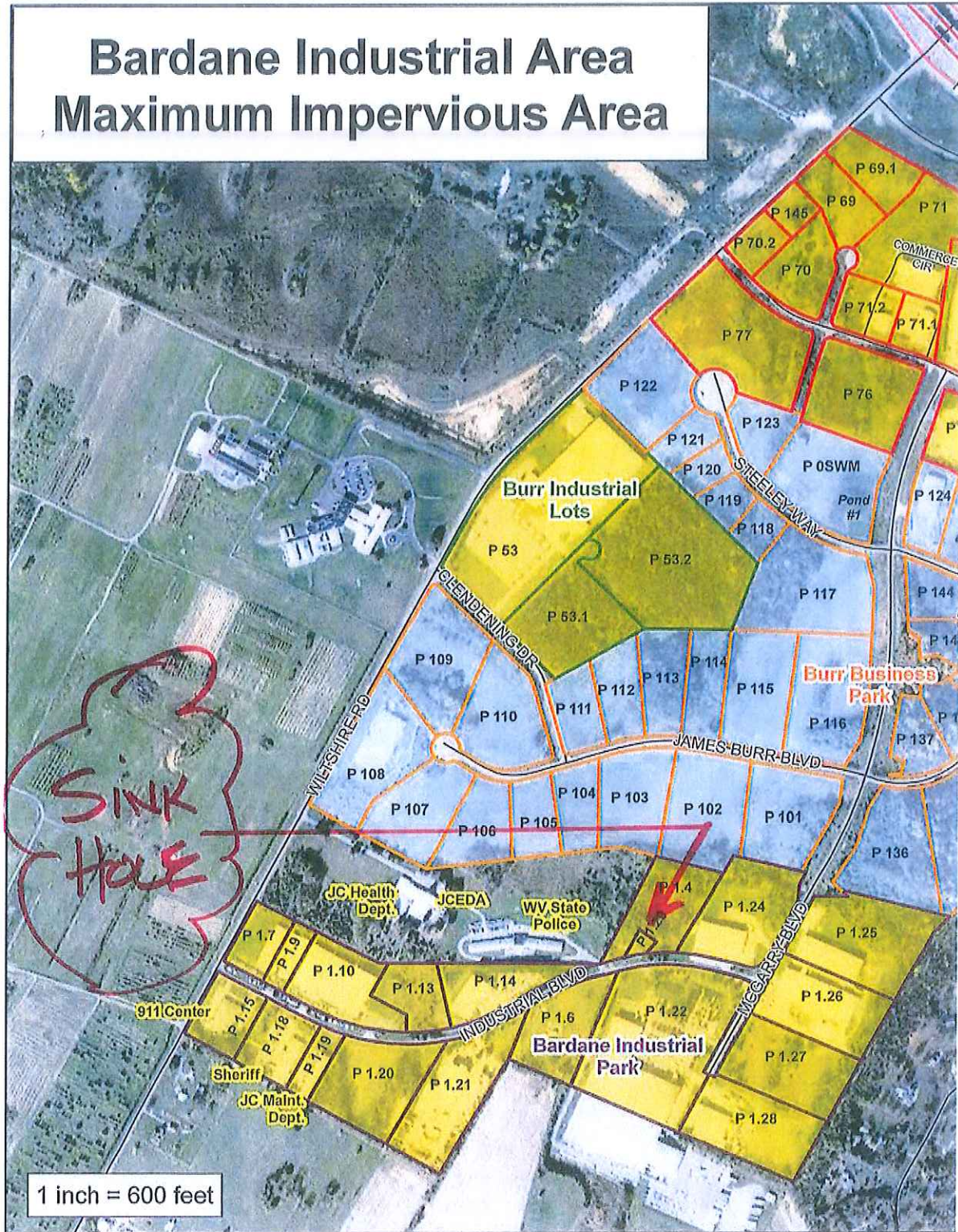
TERMS & CONDITIONS

DEFAULT: KABLE EXCAVATING LLC REMEDIES. In the event that Owner or General Contractor shall not pay any draw, payment, fee or expense required to be paid to Kable Excavating LLC hereunder, then Kable Excavating LLC shall be entitled to recover from Owner or General Contractor interest at the rate of one and one-half percent (1.5%) per month on the outstanding amount due Kable Excavating LLC for each unpaid draw, payment, fee or expense from the due date of such unpaid draw, payment, fee or expense to the date of actual receipt of such draw, payment, fee or expense by Kable Excavating LLC. In the event that Kable Excavating LLC must retain counsel to enforce any provision of this Contract against Owner or General Contractor, whether suit is filed or demand for arbitration is made, or not, Kable Excavating LLC shall recover from Owner or General Contractor all of Kable Excavating LLC's attorneys fees and costs. Nothing contained herein shall be construed to mean that Kable Excavating LLC is financing any portion of the financing of the Work, and this Contract shall not be construed to be a consumer loan or consumer credit sale for any purpose as Kable Excavating LLC is not a lender or in the business of financing the Work. This Contract contemplates payment for the Work pursuant to the draw schedule or otherwise as provided herein, and interest accruing to Kable Excavating LLC under this provision is added only in the event of untimely payment by Owner or General Contractor, not as a benefit of the bargain to Kable Excavating LLC.

DEMAND FOR ARBITRATION. Each, every, and all controversies between Kable Excavating LLC and Owner or General Contractor, no matter who raises the same, shall be resolved by a demand for arbitration to the American Arbitration Association, according to its then prevailing Construction Rules. If the claim or counter-claim is for an amount in excess of \$50,000.00, then there shall be three (3) arbitrators selected; otherwise, only one (1) arbitrator shall be selected. Any award rendered by the arbitrator(s) shall be enforceable against the non-prevailing party in any court of competent jurisdiction. Nothing contained herein shall limit or restrict Kable Excavating LLC's ability to file a notice of mechanics lien or to file suit to enforce it pending an arbitration award. Each party expressly waives the right to a jury trial.

Owner's(s')/General Contractor's Initial: _____

Bardane Industrial Area Maximum Impervious Area







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

Sinkhole Mitigation Guidance

August 8, 2005

Purpose:

These sinkhole mitigation designs serve to allow the filling of sinkholes while maintaining recharge to the aquifer, reducing potential contamination threats to groundwater, and eliminating safety hazards at sinkhole entries.

General:

Consideration should be given to the method used for removing contaminated materials from sinkholes and reducing or eliminating direct inflow of surface water into sinkholes. Land treatment methods that improve the filtration and infiltration of surface water before it enters the sinkhole should be used along with the mitigation of the sinkhole.

Before selecting a treatment option the following should be considered:

- Land use
- Existing and planned land treatment
- Sinkhole drainage area
- Dimensions of the sinkhole opening
- Safe outlet for diverted surface water
- Environmentally safe disposal of sinkhole "clean out" material
- Availability and quality of filter material
- Safety of equipment and operators and laborers during installation

Treatment selection should be based on the dimensions of the sinkhole drainage area and include direct sinkhole treatment with surface water control measures and filter strips. Whichever treatment option is chosen, it should avoid surface water ponding or the creation of high soil moisture conditions in excess of 72 hours.

Treatment designs apply to sinkholes with excavated depths of 5 to 25 feet and with drainage areas up to 15 acres. Excavations up to 5 feet are sufficient for most sinkholes. Sinkholes with excavation depths of greater than 25 feet or with uncontrolled drainage areas greater than 15 acres may require adjustments to the treatment measure(s) and/or surface water control measure(s). In these cases, geologic and engineering assistance must be obtained and a site-specific treatment design prepared.

Treatment for Sinkholes with Drainage Areas Less than 5 Acres

Treat the sinkhole using the mitigation design in Figure 1 of this guidance document. The treatment site should be inspected after periods of heavy precipitation because some material may run into adjacent sinkhole voids causing a surface depression. In this case, maintenance will include adding soil material at the surface. The existing land use or practice may continue over the treated sinkhole as long as the treatment is maintained.

Treatment for Sinkholes with Drainage Areas of 5 Acres or More and Having a Safe Outlet

The following additional treatment criteria are applicable to sinkholes with drainage areas of 5 acres or more where a safe outlet can be provided to divert surface water away from the sinkhole. A safe outlet is one that does not erode, divert surface water to another sinkhole or injection well, or cause flood damage to crops, property, buildings, or highways/roads.

Surface water control measures should be situated to reduce the internal drainage area around the sinkhole to less than 5 acres. The choice of surface water control measures is generally based on site-specific conditions.

Treatment for Sinkholes with Drainage Areas of 5 to 15 acres and Having No Safe Outlet

Treat the sinkhole using the mitigation design in Figure 2 of this guidance document. The site should be inspected after periods of heavy precipitation because some material may run into adjacent sinkhole voids causing a surface depression. In this case, maintenance will include adding soil material at the surface. The sinkhole should remain as unused land.

Vegetated Buffer Area

A vegetated buffer area should be installed around the sinkhole to improve runoff water quality by filtration and adsorption of contaminants. The vegetated buffer area should be installed within the sinkhole drainage area and should begin at the treated sinkhole.

The minimum width (in feet) of the vegetated buffer area is determined by multiplying the sinkhole drainage area (in acres) by seven. This width should provide beneficial filtering for some distance outside the sinkhole because surface water runoff may be temporarily held before reaching the treated sinkhole.

Appropriate vegetation should be used for the buffer area. Use native vegetation as much as possible. **DO NOT** use noxious plants or weeds. It is recommended that a plant nursery be consulted for the appropriate vegetation.

Acceptable Materials

Engineering fabric - must meet the applicable requirements of AASHTO M-288.

Aggregates – fine aggregates, gravel, or rock rip rap that conforms to the West Virginia Department of Highways, Standard Specifications for Roads and Bridges, Sections 702, 703, and 704.

Specifications

Use the following guidance for installing a mitigation design for sinkholes and sinkhole areas with drainage areas of less than 5 acres:

1. Remove and properly dispose of materials dumped in and around the sinkhole in accordance with applicable federal, state, and local laws.
2. Excavate loose material from the sinkhole and try to expose the solution void(s) in the bottom. Enlarge the sinkhole, as necessary, to allow for installation of the filter material.

3. Select stone that is approximately 1.5 times larger than the solution void(s). Place the stone into the void(s) forming a competent bridge. Stone used for the bridge should have rock strength equal to, at least, moderately hard (*e.g.*, resistant to abrasion or cutting by a knife blade but can be easily dented or broken by light blows with a hammer). Shale or similar soft and non-durable rock is not acceptable.
4. Place a layer of filter material over the bridge to a minimum thickness of 24 inches. Approximately 35 percent of the material should be larger than the opening between the bridge and the void(s). There should be no discernable large openings around the bridge. The material should be either gabion stone, stone for rip rap, or stone for special rock fill that conforms to West Virginia Department of Highways, *Standard Specification Roads and Bridges*, Section 704.
5. Place a layer of smaller size filter material over the previous layer to a minimum thickness of 10 inches. The size of the material should be $\frac{1}{4}$ to $\frac{1}{2}$ the size of that used in the previous layer. The material should be No. 57 aggregate, which conforms to West Virginia Department of Highways, *Standard Specifications Roads and Bridges*, Sections 703.1.1, 703.1.2, 703.1.3, 704.1.4, and 703.2.1. Unacceptable filter material consists of pea gravel or slags (steel, electromagnetic, or power plant).
6. Place a layer of sand-sized filter material over the previous layer at to a minimum thickness of 10 inches. The sand must be compatible in size with the previous layer to prevent piping. The material should be fine aggregate that conforms to West Virginia Department of Highways, *Standard Specification Roads and Bridges*, Sections 702.1.1, 702.1.2, and 702.1.3.
7. Engineering fabric conforming to AASHTO M 288 may be substituted for the stone and sand filter materials discussed in 5 and 6.
8. Backfill over the top filter layer or engineering fabric with soil material to the surface. This should be mineral soil with at least 12 percent fines. Reuse soil material excavated from the sinkhole as much as possible and place any available topsoil over the backfill. Overfill by about 5 percent to allow for settling.

9. Establish vegetation on the mitigated sinkhole and other disturbed areas of the site.

Use the following guidance for installing a mitigation design for sinkholes and sinkhole areas with drainage areas of 5 to 15 acres:

1. Remove and properly dispose of materials dumped in and around the sinkhole.
2. Excavate loose material from the sinkhole.
3. Place a layer of filter material into the sinkhole, allowing the stone to fill the void(s) below the bottom of excavated sinkhole. The size should be $\frac{1}{4}$ to $\frac{1}{2}$ the size of the void(s). This material can be WVDOH gabion stone, rip rap stone, or special rock fill stone.
4. Place a layer of the same size filter material to a thickness of about $\frac{3}{4}$ TD (TD = total depth) above the sinkhole bottom.
5. Place a layer of smaller size filter material over the previous layer to a thickness of about $\frac{1}{4}$ D. Bring this layer to surface level. The size should be $\frac{1}{4}$ to $\frac{1}{2}$ the size of the previous layer. The material should be No. 57 aggregate, which conforms to West Virginia Department of Highways, *Standard Specification Roads and Bridges*, Sections 703.1.1, 703.1.2, 703.1.3, 703.2.1, and 704.1.4. Unacceptable stone consists of pea gravel or slags (steel, electrometallurgical, or power plant).
6. Shale or similar soft and non-durable rock is not acceptable.
7. Establish vegetation on the mitigated sinkhole and disturbed areas of the site.

Engineering Fabric Requirements for Subsurface Drainage

Engineering fabric used in the mitigation of sinkholes should meet the applicable requirements of AASTHO M 288, Section 7.2

Engineering Fabric Installation

Proper construction and installation techniques are essential to ensure that the intended function of the engineering fabric is fulfilled.

When sewn seams are necessary, the seam strength must be equal to or greater than 90 percent of the specified grab strength, as measured in accordance with ASTM D 4632.

When sewn seams are used for the seaming of the engineering fabric, the thread must be high strength polypropylene, or polyester. Nylon thread is unacceptable.

For Sinkhole Mitigation Design A, place the engineering fabric loosely, with no wrinkles or folds, and with no void spaces between the fabric and the bridge. Overlap successive sheets of engineering fabric a minimum of 12 inches, with the upstream sheet overlapping the downstream sheet.

Prior to covering, the engineering fabric should be inspected to ensure that it has not been damaged (*e.g.* holes, tears, rips) during installation. An engineer or the engineer's designated representative should conduct the inspection. The designated representative should be a certified field inspector.

Damaged fabric must be repaired immediately. Cover the damaged area with an engineered fabric patch that overlaps to 12 inches beyond the damaged area.

Any damaged engineering fabric that cannot be repaired shall be replaced as directed by the engineer.

Place material over the engineering fabric in such a manner as to avoid stretching and subsequently tearing the fabric. Do not drop stone and soil placement from a height greater than one meter. Do not allow stone with a mass of more than 100 kg to roll down the slope of the sinkhole.

Grading the sinkhole slope is not permitted if the grading will result in the movement of the stone directly above the engineering fabric.

Operation and Maintenance

The owner/operator is responsible for maintaining the mitigated sinkhole and sinkhole area. At a minimum, the following maintenance practices should be performed:

1. Mow grass and plantings as necessary to promote vigorous growth.
2. Inspect mitigation measures at least twice a year and after all major rain events. Repairs to the sinkhole mitigation measures should be made promptly were warranted.

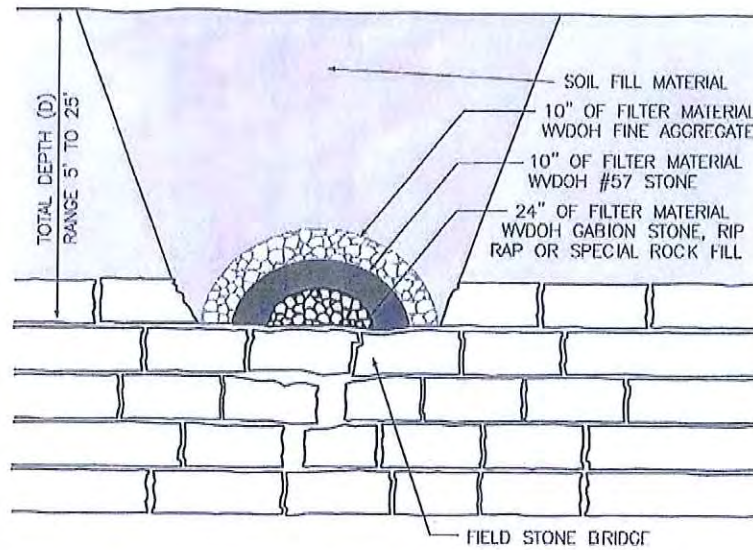
References:

USDA Natural Resources Conservation Center, January 2004. *Maryland Conservation Practice Standard, Sinkhole and Sinkhole Area Treatment, Code 725.*

West Virginia Department of *Highways, Standard Specifications Roads and Bridges, 2000*, Section 702, "Fine Aggregates", Section 703, "Coarse Aggregates", Section 704, "Stone and Crushed Aggregate", Section 715, "Miscellaneous Materials".

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SINKHOLE MITIGATION GUIDANCE

FIGURE 1



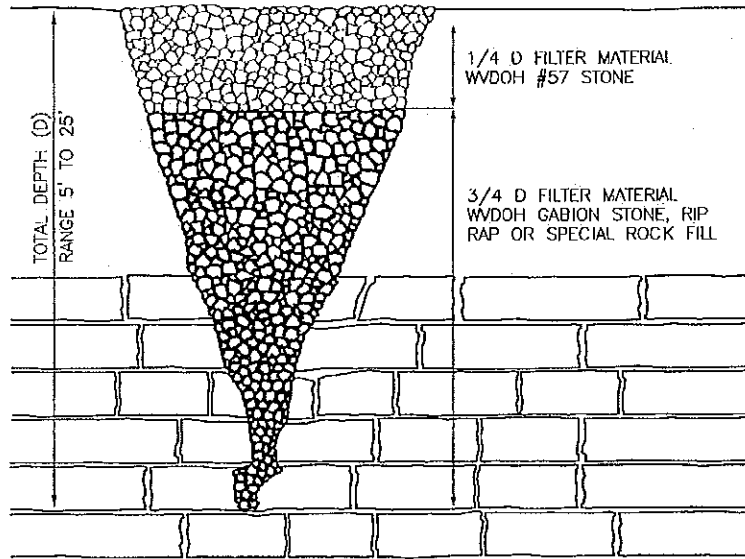
NOTE:
A NONWOVEN GEOTEXTILE MEETING AASHTO M288,
SECTIONS 7.1+7.2 MAY BE SUBSTITUTED FOR THE
WVDH #57 STONE AND WVDH FINE AGGREGATE

SINKHOLE MITIGATION

(DRAINAGE AREA LESS THAN 5 ACRES)

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SINKHOLE MITIGATION GUIDANCE

FIGURE 2



SINKHOLE MITIGATION

(DRAINAGE AREA 5 TO 15 ACRES)

4640

THIS DEED, made this 11th day of May, 1987, by and between JEDECO, INC., a West Virginia non-profit corporation, party of the first part and hereinafter referred to as Grantor and the COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, party of the second part and hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey with general warranty of title unto the said Grantee, in fee simple, the following described real estate located near Bardane in the Charles Town Magisterial District of Jefferson County, West Virginia, in the Bardane Industrial Park, and being the water plant tract containing 4.82 acres and the treatment plant tract containing 4.53 acres, as the same are bounded and described in a plat of the Bardane Industrial Park, made by P. C. DiMagno, Engineers and Surveyors, dated April 8, 1977, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 4, at page 85.

AND BEING a portion of the same property conveyed to the said Grantor by the said Grantee, by deed dated February 3, 1977, recorded in said Clerk's Office, in Deed Book 418, at page 209.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to the right-of-way and easement granted to the Potomac Edison Company of West Virginia, dated March 13, 1979, and recorded in said Clerk's Office in Deed Book 453, at page 750, said easement being for distribution purposes of electricity and more particularly affecting a strip 20-feet wide along the side lot lines of said lots and 30-feet wide on the front and rear of said lots.

Said Grantor further grants and conveys unto the said Grantee

all rights-of-way, agreements and easements heretofor reserved and acquired by the said Grantor and all of the Grantor's rights in and to water lines, equipment, including but not limited to the water lines running through the various lots in said industrial park and any and all equipment contained in or upon the above-described lots and the rights heretofore obtained from the said Grantee for the use of the Grantee's property for a septic lagoon.

This conveyance is further made subject to the nineteen restrictive covenants, conditions and agreements recorded with said plat in Plat Book 4, at page 58; and also to the following restrictive covenant, to-wit: "No explosive or radioactive substances shall be manufactured, assembled or stored on the property".

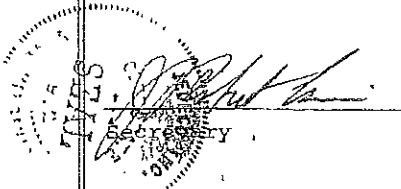
DECLARATION OF CONSIDERATION OR VALUE

The undersigned, Donald S. Smith, hereby certifies that the foregoing conveyance is not subject to the West Virginia excise tax on the conveyance of real estate in as much as it is to a County Commission and, therefore, exempt.

IN WITNESS WHEREOF, the said Jedeco, Inc., a West Virginia non-profit corporation, has executed this deed by causing its President, Donald S. Smith, to sign hereto its corporation name, duly attested by its Secretary, both being duly authorized by resolution of the Board of Directors of said corporation.

ATTEST:

JEDECO, INC.,
a Corporation



(CORPORATE SEAL)

BY: Donald S. Smith
President

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this
29th day of May, 1987, by Donald S. Smith, President of Jedeco,
Inc., a West Virginia non-profit corporation, who signed the
same on behalf of said corporation, in my said County and State.

Betty A. Braxton
Notary Public

My Commission Expires:

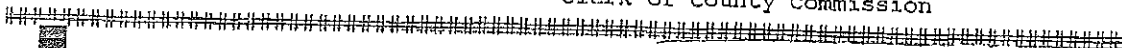
Official Seal
Notary Public, State of West Virginia
Betty A. Braxton, Jefferson County
P.O. Box 906
Charles Town, WV 25414
My Commission Expires Aug 13, 1991

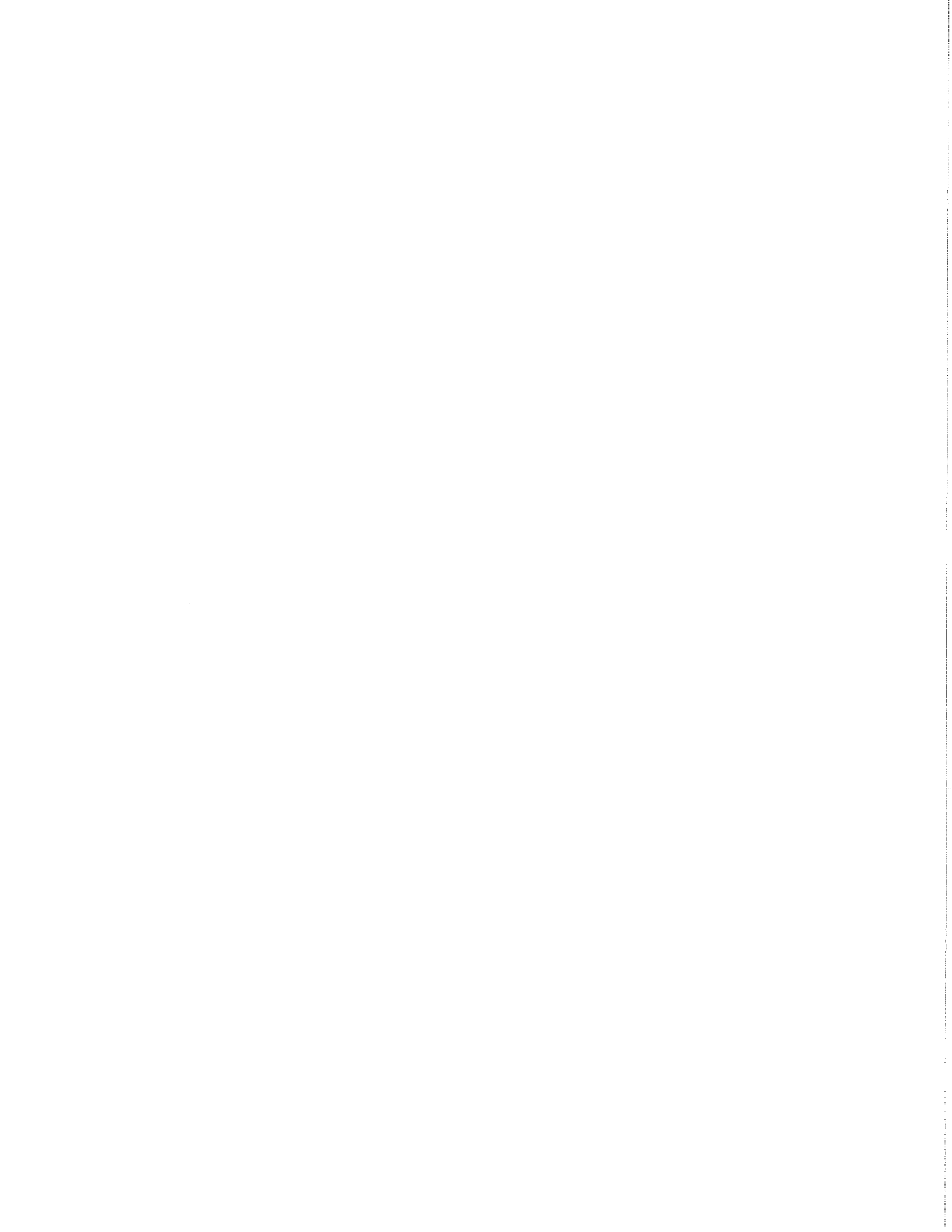
This instrument was prepared by:
Roger J. Perry, Attorney at Law

State of West Virginia, County of Jefferson, Sct.
IN THE CLERK'S OFFICE OF COUNTY COMMISSION:
On AUG 13 1987, at 3:30 PM., the foregoing
Deed of B. & S. was received in my said office and duly
admitted to record.

Test,

John E. Ott
Clerk of County Commission





AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin, Chief County Engineer

Department or Organization: Engineering Department

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: June 2, 2016
Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Building Code Board of Appeals – Appointment of Board Members

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

The International Residential Code (IRC) and the International Building Code (IBC) have a provision for a Building Code Board of Appeals. The board's responsibility is to render a decision on whether or not the Building Official's interpretation of the building code is correct. This is the only responsibility of the board, they do not have the authority to grant waivers or variances from the building code, even due to hardship. Also, they cannot rewrite or amend portions of the building code.

However, West Virginia State Code, Title 87-4, "State Building Code", §87-4-4, "National Standards and Codes", subsection 4.1.a2, it replaces Section 113.3 of the International Building Code (IBC) with new language. It states that *"the board shall consist of five members.....who are qualified by experience and training to pass on matters pertaining to building construction...."* It also says that *"they may include, but are not limited to, a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical, or Fire Protection Contractor, with at least 10 years' experience, five of which shall be in responsible charge."*

The length of term of appointment to the board is not addressed; however, I recommend that they be appointed for a two year term. The board only meets when there is an appeal of a decision/interpretation by the Building Code Official.

The following persons are volunteering to serve on the board:

| <u>Name</u> | <u>Employment Type</u> |
|----------------------|---|
| Pete Kubic | Residential & Commercial Builder/Contractor |
| Tim Offutt | Supervisor/Electrician – Todd's Electric |
| Sara Lambert, AIA | Architect (WV licensed) |
| Alicia McCormick, PE | Structural Engineer (WV registered) |
| Tim McClenahan | Residential Builder/Contractor |

Email letters from each board member volunteer are attached indicating their willingness to serve.

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

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

Move to appoint the five members as presented to the Building Code Board of Appeals for a 2 year term beginning on July 1, 2016.

Attach supporting documents for request, or request may be denied. **Email letters are attached.**
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> |
|--|
| |

Roger Goodwin

From: kubicconstr@aol.com
Sent: Tuesday, March 22, 2016 9:18 PM
To: Michael Monaghan
Cc: Engineering Department
Subject: Re: Building Code Appeals Board appointment

Follow Up Flag: Follow up
Flag Status: Flagged

Michael, yes please consider this email as my request to serve on the Jefferson County Building Code Board of Appeals. Let me know if you need any other information from me
Thank You,
Peter Kubic

Sent from my iPad

On Mar 22, 2016, at 3:44 PM, Michael Monaghan <mmonaghan@jeffersoncountywv.org> wrote:

<image001.gif>
Dear Pete,

You indicated to me in a previous conversation that you are willing to volunteer to serve on the Jefferson County Building Code Board of Appeals. The board's responsibility is to render a decision on whether or not the Building Official's interpretation of the building code is correct, when that interpretation is appealed by a design professional, contractor, builder, etc.

The Chief County Engineer/Building Code Official is in the process of presenting board member names to the County Commission for their consideration of appointment to the board. The term of appointment will probably be for two years. Please confirm that you are willing serve by responding to this email.

Thanks!

Roger Goodwin, PE, CFM
Chief County Engineer
Jefferson County Engineering Department
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414
Engineering@jeffersoncountywv.org

Michael Monaghanrom
Building Inspector
Jefferson County Engineering

116 E. Washington St.
Charles Town, WV 25414

(304)725-2998 – Work

(304)728-3953 – Fax

mmonaghan@jeffersoncountywv.org

Roger Goodwin

From: Tim Offutt <toddelectrictso@citlink.net>
Sent: Wednesday, March 23, 2016 6:04 AM
To: 'Michael Monaghan'
Subject: RE: Building Code Appeals Board appointment

Follow Up Flag: Follow up
Flag Status: Flagged

Yes, I am willing to serve on the Building Code Appeals Board.

Please let me know if there as anything else needed.

Tim Offutt

Todd Electric Inc.

From: Michael Monaghan [<mailto:mmonaghan@jeffersoncountywv.org>]
Sent: Tuesday, March 22, 2016 3:46 PM
To: toddelectrictso@citlink.net
Cc: 'Engineering Department' <engineering@jeffersoncountywv.org>
Subject: Building Code Appeals Board appointment

Dear Tim,

You indicated to me in a previous conversation that you are willing to volunteer to serve on the Jefferson County Building Code Board of Appeals. The board's responsibility is to render a decision on whether or not the Building Official's interpretation of the building code is correct, when that interpretation is appealed by a design professional, contractor, builder, etc.

The Chief County Engineer/Building Code Official is in the process of presenting board member names to the County Commission for their consideration of appointment to the board. The term of appointment will probably be for two years. Please confirm that you are willing serve by responding to this email.

Thanks!

Roger Goodwin, PE, CFM
Chief County Engineer
Jefferson County Engineering Department
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257
Engineering@jeffersoncountywv.org

Michael Monaghan

Building Inspector
Jefferson County Engineering
116 E. Washington St.
Charles Town, WV 25414

(304)725-2998 – Work
(304)728-3953 – Fax
mmonaghan@jeffersoncountywv.org

Roger Goodwin

From: Timothy McClenahan <southernhbllc@aol.com>
Sent: Wednesday, March 23, 2016 6:24 PM
To: Michael Monaghan
Subject: Re: Building Code Appeals Board appointment

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mike,

Yes I would like to be on the Jefferson County Building Code Board of Appeals. Please let me know how I can prepare to serve when needed. This is an honor I look forward working together thank you for the invitation.

Tim McClenahan
Capital Builders WV, Inc.

On Mar 22, 2016, at 3:46 PM, Michael Monaghan <mmonaghan@jeffersoncountywv.org> wrote:

<image001.gif>

Dear Tim,

You indicated to me in a previous conversation that you are willing to volunteer to serve on the Jefferson County Building Code Board of Appeals. The board's responsibility is to render a decision on whether or not the Building Official's interpretation of the building code is correct, when that interpretation is appealed by a design professional, contractor, builder, etc.

The Chief County Engineer/Building Code Official is in the process of presenting board member names to the County Commission for their consideration of appointment to the board. The term of appointment will probably be for two years. Please confirm that you are willing serve by responding to this email.

Thanks!

Roger Goodwin, PE, CFM
Chief County Engineer
Jefferson County Engineering Department
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257
Engineering@jeffersoncountywv.org

Michael Monaghan

Building Inspector
Jefferson County Engineering
116 E. Washington St.
Charles Town, WV 25414

(304)725-2998 – Work

(304)728-3953 – Fax

mmonaghan@jeffersoncountywv.org

Roger Goodwin

From: Alicia McCormick <aliciafmccormick@gmail.com>
Sent: Tuesday, March 22, 2016 4:12 PM
To: Michael Monaghan
Cc: Engineering Department
Subject: Re: Building Code Appeals Board appointment

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Michael. I am willing to help, but a little concerned that there may be a conflict of interest, since I am a design professional myself, and work closely with local architects and builders. If one of my clients appealed, it could put me in a awkward position, though I'm not usually afraid to give clients "bad news" in general ("You want to do WHAT?! Oh, no way!")

Please discuss this with your colleagues, and let me know what you think.

Best regards,
Alicia McCormick

On Tue, Mar 22, 2016 at 3:46 PM, Michael Monaghan <mmonaghan@jeffersoncountywv.org> wrote:

Dear Alicia,

You indicated to me in a previous conversation that you are willing to volunteer to serve on the Jefferson County Building Code Board of Appeals. The board's responsibility is to render a decision on whether or not the Building Official's interpretation of the building code is correct, when that interpretation is appealed by a design professional, contractor, builder, etc.

The Chief County Engineer/Building Code Official is in the process of presenting board member names to the County Commission for their consideration of appointment to the board. The term of appointment will probably be for two years. Please confirm that you are willing serve by responding to this email.

Thanks!

Roger Goodwin, PE, CFM

Chief County Engineer

Jefferson County Engineering Department

P.O. Box 716

116 East Washington Street, Suite 100

Charles Town, WV 25414

[304-728-3257](tel:304-728-3257)

Engineering@jeffersoncountywv.org

Michael Monaghan

Building Inspector

Jefferson County Engineering

116 E. Washington St.

Charles Town, WV 25414

[\(304\)725-2998](tel:(304)725-2998) – Work

[\(304\)728-3953](tel:(304)728-3953) – Fax

mmonaghan@jeffersoncountywv.org

--

Alicia F. McCormick

Roger Goodwin

From: Sara Lambert <sara@saralambert.com>
Sent: Wednesday, March 23, 2016 8:20 AM
To: Michael Monaghan
Cc: engineering@jeffersoncountywv.org
Subject: Re: Building Code Appeals Board appointment

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Mike-

Yes, I would be happy to serve-

Thanks!

Sara

Sara Lambert
Architect

707-326-6443 cell
717-326-6446 fax

www.saralambert.com

On Mar 22, 2016, at 3:46 PM, Michael Monaghan <mmonaghan@jeffersoncountywv.org> wrote:

<image001.gif>

Dear Sara,

You indicated to me in a previous conversation that you are willing to volunteer to serve on the Jefferson County Building Code Board of Appeals. The board's responsibility is to render a decision on whether or not the Building Official's interpretation of the building code is correct, when that interpretation is appealed by a design professional, contractor, builder, etc.

The Chief County Engineer/Building Code Official is in the process of presenting board member names to the County Commission for their consideration of appointment to the board. The term of appointment will probably be for two years. Please confirm that you are willing serve by responding to this email.

Thanks!

Roger Goodwin, PE, CFM
Chief County Engineer
Jefferson County Engineering Department
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257

Engineering@jeffersoncountywv.org

Michael Monaghan

Building Inspector

Jefferson County Engineering

116 E. Washington St.

Charles Town, WV 25414

(304)725-2998 – Work

(304)728-3953 – Fax

mmonaghan@jeffersoncountywv.org

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Paul Marshall

Department or Organization: Jefferson County Parks & Recreation Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: June 2, 2016

If a specific date is needed, please provide reason for specific date: Click here to enter text.

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Parks and Recreation Commission is requesting that the Jefferson County Commission revisit the imposed spending restrictions on the JCPRC use of impact fees collected for Parks & Recreation.

Please provide the County Commission with a description of your request or presentation, including any background information: The Jefferson County Impact Fee Office has imposed spending restrictions on the JCPRC use of impact fees collected for Parks & Recreation. Discussions between JCPRC and the Impact Fee Office has resulted in a revised allocation table, however, based on the Cash Flow Analysis, we are leaving money on the table that could be used for grants for capital projects and further development of parks in these fiscally tough times.

Is this a funding request? Y/N N

If so, how much? \$0

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): Motion to revisit and re-consider the spending restrictions for JCPRC Impact Fees.

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

If not attached, explain: Attached

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

Contact information:

Email address: jmyers@jcprc.org. Phone Number: 3047283207.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS





AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 2, 2016**

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*): Discuss scheduling a date, time and location for Meet and Greet the Commissioners

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

Is this a funding request? Y/N Click here to enter text.

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*):

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

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

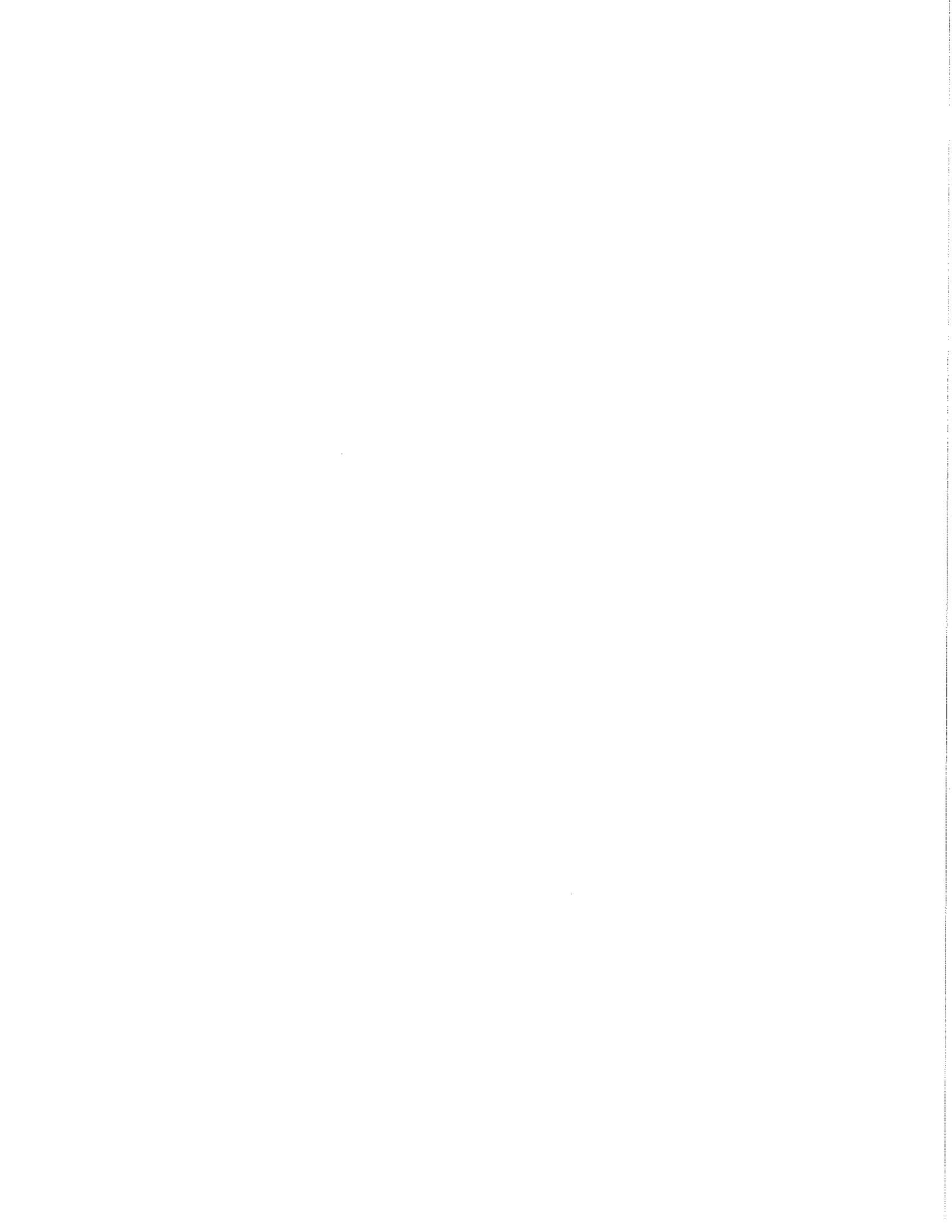
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June 2016

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
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July 2016

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
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| 31 | | | | | | |



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 2, 2016**

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*):

Renew the Mutual Aid Agreement between the City of Martinsburg and Jefferson County – Discussion/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 Click here to enter text.

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*):

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

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

CITY OF MARTINSBURG FIRE DEPARTMENT

PAUL E. BRAGG
FIRE CHIEF



200 NORTH RALEIGH STREET
MARTINSBURG, WEST VIRGINIA 25401

PHONE NUMBERS
FIRE & EMERGENCY
911

OFFICIAL BUSINESS
FIRE INSPECTIONS
304-264-2111
FAX 304-264-2115

19 May 2016

Ms. Patsy Noland, President
The Commission of Jefferson County
P.O. Box 250
Charles Town, West Virginia 25414

Dear Ms. Noland:

It is time to renew the Mutual Aid Agreement between the City of Martinsburg and Jefferson County. Enclosed is the Agreement adopted by the City Council on 18 May 2016 with an effective date of 1 July 2016.

If you desire any changes to the Agreement, please feel free to contact me at (304) 264-2111. Once the Commission has signed the Agreement, make yourself a copy, and return the signed original to me.

Sincerely,

A handwritten signature in blue ink, which appears to read "Paul E. Bragg". The signature is fluid and cursive.

Paul E. Bragg, Fire Chief
Martinsburg Fire Department

cc: Mark S. Baldwin, City Manager

MUTUAL AID AGREEMENT

FIRE, EMERGENCY MEDICAL SERVICES, SPECIALIZED RESCUES, AND DISASTERS

BETWEEN THE CITY OF MARTINSBURG

AND JEFFERSON COUNTY, WEST VIRGINIA

This AGREEMENT made and entered into this 1st day of July, 2016 by and between the CITY OF MARTINSBURG, WEST VIRGINIA AND JEFFERSON COUNTY, WEST VIRGINIA.

WITNESSETH:

WHEREAS, each of the parties hereto has an interest in the control of fires, emergency medical services, specialized rescues, disasters and/or other emergency support; and,

WHEREAS, in the event of a major fire, mass casualty event, specialized rescue, disaster or other emergency, either party may need the assistance of the other party to this Agreement, to provide supplemental fire suppression, emergency medical services equipment and personnel, specialized rescue personnel, and/or other emergency support; and,

WHEREAS, the CITY OF MARTINSBURG, and JEFFERSON COUNTY are desirous of providing more adequate protection within their respective territories in the event of a major fire, mass casualty event, specialized rescue, disaster and/or other emergency.

NOW THEREFORE, in consideration of the respective covenants and promises herein, the parties agree as follows:

1. DEFINITIONS: as used herein:

- (a) "Requesting Party" shall mean that party requesting aid; and,
- (b) "Responding Party" shall mean that party affording or responding to a call for aid.

2. AUTHORITY TO REQUEST AID:

- (a) Each party authorizes their respective fire chiefs, agency directors, or in their absence the senior officer or other member in charge to request and afford mutual aid from and to the other party upon request.

- (b) Each party agrees that the request for mutual aid shall comply with the following guidelines:
 - (1) The Requesting Party must have personnel on scene at the emergency incident at the time of the request; or,
 - (2) The Requesting Party must have all their resources involved on another emergency incident at the time of the request; or,
 - (3) The Requesting Party must be requesting a special piece of equipment or expertise the Requesting Party does not have; or,
 - (4) The Requesting Party is responding to an emergency that from information received during the initial dispatch it is believed that the incident will overwhelm the resources of the Requesting Party.

3. LIABILITY:

- (a) Each party agrees that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities which arise out of command decisions and judgments.
- (b) Each party agrees to assume responsibility for liabilities arising out of the actions of its' own personnel and to hold the other party harmless as to the actions relating to performance.

4. INSURANCE:

- (a) Each party agrees to maintain adequate insurance coverage for its' own personnel and equipment.

5. COMPENSATION:

- (a) Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement.
- (b) Each party shall at all times be responsible to its' own personnel for payment of wages and other compensation and for carrying worker's compensation upon said personnel.
- (c) Each party shall be responsible for its' own equipment and shall bear the risk of loss or damage.
- (d) However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other party for the replacement cost of such chemicals.
- (e) Each party agrees that this agreement does not prevent either party from billing third parties for services when such billing is appropriate.

6. TRAINING:

- (a) Each party agrees that personnel of the Responding Party answering a request for mutual aid under this Agreement will meet all training requirements of the West Virginia State Fire Commission, the West Virginia Office of Emergency Medical Services, and/or any other state or federal requirements that may apply.

7. INCIDENT MANAGEMENT:

- (a) Each party agrees that the Requesting Party shall assume management of the emergency incident; unless, they specifically request the Responding Party to assume management responsibility. The Responding Party has the right to accept or reject this request.
- (b) Each party agrees that the management system to be used during the emergency incident shall be based on the National Incident Management System (NIMS), which is endorsed by the Department of Homeland Security.
- (c) Each party agrees that personnel of the Responding Party answering a request for mutual aid shall be trained in the use of the National Incident Management System (NIMS).
- (d) Each party agrees that personnel from the Responding Party shall work directly under a supervisor from their own department; but, that the supervisor shall be operating within the National Incident Management System (NIMS).

8. SAFETY:

- (a) Each party agrees that SAFETY is the number one priority at any incident.
- (b) Each party agrees that if members of the Responding Party feel an unsafe act is taking place or is about to take place they can withdraw from participation in the operation.

9. OBLIGATION TO RESPOND:

- (a) Each party agrees that provisions of this agreement shall not be construed to impose an obligation to respond to a request for mutual aid. At any time the Responding Party may, for any reason, deem it advisable not to respond and may so inform the Requesting Party.
- (b) Each party agrees that the Responding Party shall determine the amount of apparatus and personnel to send to a request for aid.

10) TERMINATION:

- (a) This agreement shall remain in full force and effect until the first day of July of each year. At which time, if desirable by both parties, the Agreement with any agreed upon changes can be renewed by the two parties.
- (b) A party desiring to terminate this Agreement prior to the first day of July shall serve in written notice upon the other party of its' intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice.

The Jefferson County Commission shall act as an agent for all Jefferson County Volunteer Fire Departments and Jefferson County Emergency Medical Services.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

ATTEST: *Mylena Gump*
CITY RECORDER

DATE: 5/18/16

BY: *George Karos*
MAYOR, GEORGE KAROS
CITY OF MARTINSBURG

BY: *Paul E. Bragg*
FIRE CHIEF, PAUL E. BRAGG
CITY OF MARTINSBURG
FIRE DEPARTMENT

ATTEST: _____
COUNTY ADMINISTRATOR

DATE: _____

BY: _____
COUNTY COMMISSION
PRESIDENT, PATSY NOLAND
JEFFERSON COUNTY

BY: _____
JEFFERSON COUNTY
EMERGENCY SERVICES
DIRECTOR,

**NOTICE OF PUBLIC HEARING
COUNTY COMMISSION OF JEFFERSON COUNTY
DRAFT AMENDMENT TO THE AFFORDABLE HOUSING DISCOUNT PROVISION
OF THE IMPACT FEES PROCEDURE ORDINANCE**

The County Commission of Jefferson County will hold a public hearing concerning the Draft Impact Fees Procedure Ordinance on **Thursday, June 2nd, 2016 at 1:30 p.m.** in County Commission meeting room located at the Old Charles Town Library Meeting Room on the ground floor of the Library, 200 East Washington Street, Charles Town, WV 25414.

The purpose of this public hearing is to gather public input on the Draft Amendment to the Affordable Housing Discount provision of the Impact Fees Procedure Ordinance.

Review of the documents are available at the following website:

www.jeffersoncountywv.org

Anyone wishing to provide comment may do so at this meeting or by email at info@jeffersoncountywv.org.

The public is invited to attend.

By Order of the County
Commission of Jefferson County
Patricia A. Noland, President

West Virginia

Impact Fee Procedures Ordinance

ADOPTED

November 6, 2003

Amended July 8, 2004

Amended January 20, 2005

Amended February 22, 2007

Amended November 15th, 2012 (added Affordable Housing Discount)

Amended April 26, 2016 (Affordable Housing Discount)

**Proposed Amendment
To
Affordable Housing Discount
As of April 26, 2016**

(Amendments are on page 7 and page 19)

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WHEREAS, pursuant to the Local Powers Act, West Virginia Code § 7-20-1 *et seq.*, Jefferson County, West Virginia (the "County") is authorized to establish and impose impact fees on new development to offset costs to the County associated with providing necessary public facilities and services, the demand for which is created by new development; and

WHEREAS the Jefferson County Commission (the "County Commission") has studied the necessity for and implications of the adoption of impact fees for various public facilities and retained Tischler & Associates, Inc. to prepare an impact fees report to consider impact fees, and Tischler & Associates, Inc. has prepared an Impact Fees Report, dated June 11, 2003; and

WHEREAS

(1) The residents, taxpayers and users of County facilities and services have contributed significant funds in the form of taxes and user charges toward the cost of existing County facilities and services, which represent a substantial and incalculable investment;

(2) The County is experiencing an increased demand for development which is causing a strain on tax revenues and user charges at existing levels and impairing the ability of taxpayers, residents and users to bear the cost of increased demand for County facilities and services; and

(3) Sound fiscal policy in the efficient administration of County government requires that the imposition of taxes and user charges be commensurate to the actual yearly cost of County facilities and services; and

WHEREAS the County Commission adopted a comprehensive plan in 1994 which is currently being updated; and

WHEREAS the County has adopted a comprehensive zoning ordinance and a subdivision control ordinance, and has adopted the state building code as part of the County building permit review system; and

WHEREAS the population growth rate of the County has exceeded one percent (1%) annually, averaged over the years between 1990 and 2000; and

WHEREAS the Impact Fees Report has determined that the population of the County is expected to grow from approximately 44,367 in 2002 to approximately 54,091 in 2012, with a growth in the number of housing units from 18,558 units to 23,198 units over the same period; and

WHEREAS the County Commission has developed a Capital Improvements Program in order to more definitively project the specific public service demands that will be imposed upon the County by the projected growth, and maintains a list of sites within the County with development potential; and

WHEREAS, based on the population, housing units, commercial square footage, and land use projections as well as the public service needs associated with the projected level of growth, the County Commission has determined that impact fees are an appropriate and necessary technique, to be used in conjunction with other available public service financing techniques, to ensure that adequate public facilities are provided to new growth while the County maintains the level of service (LOS) standards for existing County residents; and

WHEREAS the County Commission has determined that impact fees will be necessary for construction of public schools and related facilities and may, in the future, determine that impact fees will be necessary for other public facilities; and

WHEREAS the County Commission has found and determined that impact fees for public facilities, all enacted pursuant to the authority granted by the Local Powers Act, will have certain common characteristics and that the County will, therefore, benefit from the adoption and use of a uniform procedure for the imposition, calculation, collection, expenditure and administration of all of the adopted impact fees; and

WHEREAS the use of uniform procedures, to the extent possible, will be more efficient and expedient for both the County and applicants for development permits than separate procedures for each impact fee; and

WHEREAS the use of uniform procedures will simplify the implementation and administration of impact fees; and

WHEREAS the use of uniform procedures will best ensure that impact fees are earmarked and expended for the public facilities for which they were imposed and collected; and

WHEREAS all monies collected from impact fees shall be deposited in interest-bearing accounts which clearly identify the category, account, fund and public service for which such fee was imposed; and

WHEREAS each such category, fund or account shall be accounted for separately; provided, however, that the determination as to whether the accounting requirement shall be by category, account or fund and whether by aggregate or individual development shall be within the discretion of the County; and

WHEREAS any interest or other income earned on monies deposited in said interest-bearing accounts shall be credited to the applicable account; and

WHEREAS the County Commission has found and determined that impact fees are an appropriate technique for funding public facilities; and

WHEREAS the County Commission has determined that the impact fee amounts to be imposed bear a reasonable relationship and are “roughly proportional” to the impact on public services created by new development; and

WHEREAS the County Commission has found that the public services for which impact fees are collected are necessary to protect the health, safety, and general welfare of the citizens of Jefferson County; and

WHEREAS the County Commission recognizes its obligation and authority to provide the public services for which impact fees are collected;

WHEREAS the County has or will, for each impact fee, determine that the payment of the impact fee and its expenditure for needed public facilities will result in a direct beneficial use to the development on which it is imposed; and

WHEREAS the County has or will develop and adopt a schedule of impact fees for each public service; and

WHEREAS the County has provided a credit (offset) mechanism in cases where the proposed development has been subject to the required dedication of public sites and/or public improvements, or payment in lieu thereof, for which impact fees are also being imposed; and

WHEREAS the County has determined that the impact fee amounts bear a reasonable relationship to the burden imposed upon the County to provide the additional public facilities to serve the new development at the appropriate level of service (LOS) standard; and

WHEREAS the County has developed fee calculation methodologies which will be imposed in an equitable and non-discriminatory manner.

NOW, THEREFORE, BE IT ORDAINED by the County Commission of Jefferson County, West Virginia as follows:

Section 1. IN GENERAL

(A) Purpose and Intent

The purposes and intent of these Impact Fee procedures are:

- (1) To establish uniform procedures for the imposition, calculation, collection, expenditure and administration of impact fees imposed on new development;
- (2) To ensure that new development contributes its fair share towards the costs of public facilities reasonably necessitated by such new development;
- (3) To ensure that new development reasonably benefits from the provision of the public facilities provided with the proceeds of impact fees;
- (4) To ensure that all applicable legal standards and criteria are properly incorporated in these procedures.

(B) Rules of Construction

- (1) The word “shall” is always mandatory and not discretionary and the word “may” is permissive.
- (2) Words used in the present tense shall include the future; and words used in the singular shall include the plural and the plural the singular, unless the context clearly indicates the contrary; use of the masculine gender shall include the feminine gender.
- (3) The phrase “used for” includes “arranged for,” “designed for,” “maintained for,” or “occupied for.”
- (4) Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction “and,” “or” or “either...or,” the conjunction shall be interpreted as follows:
 - (a) “And” indicates that all the connected terms, conditions, provisions or events shall apply.
 - (b) “Or” indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - (c) “Either...or” indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- (5) The words “includes” and “including” shall not limit a term to the specific example but are intended to extend its meaning to all other instances or circumstances of like kind or character.

(6) Words not defined in this Ordinance shall have the meaning ascribed to them in the Jefferson County Zoning Ordinance, as amended. Definitions of land use not defined in this ordinance or in the Jefferson County Zoning Ordinance shall have the meaning as defined in the Impact Fee Calculation Methodology Report.

[Amended by Act of the County Commission, effective January 20, 2005]

(C) Definitions

(1) **Accessory Agricultural Dwelling Unit:** a dwelling unit that is incidental and subordinate to the principal dwelling unit, which is located on the same lot as the principal building and meets all of the following criteria, unless otherwise approved by the Board of Zoning Appeals: (a) is limited in size to a maximum of 1,700 heated square feet, gross floor area; (b) is located on a property for which the primary use is an agricultural use as defined by the Zoning Ordinance; (c) is located on a property of at least 10 acres in area; and (d) is limited to use by a person (and family) who performs agricultural work on the property or acts as a caretaker for the property. An Accessory Agricultural Dwelling Unit shall have a valid and active Zoning Certificate pursuant to the Jefferson County Zoning and Development Review Ordinance.

[Amended by Act of the County Commission, effective June 1, 2016]

(2) **Applicant:** any person who files an application with the County for a building permit, or for property that is located within a municipality which issues building permits, or any person who files an application with the County for the payment of impact fees.

[Amended by Act of the County Commission, effective November 6, 2003]

(3) **Appropriation or to appropriate:** an action by the County to identify specific public facilities for which impact fee funds may be utilized. Appropriation shall be limited to: Capital Improvements Program; execution of a contract or other legal encumbrance for construction of a public service using impact fee funds in whole or in part; and/or actual expenditure of impact fee funds through payments made from a impact fee account.

(4) **Average Market Value:** The value of a home as determined by the average cost data listed in the Residential Housing Index created pursuant to the provisions of W.Va. Code § 11-1-2b.

(5) **Building Permit:** the official document or certificate issued by the County or any Municipality under the authority of ordinance or law authorizing the commencement of construction of any building or other structure or part thereof, or authorizing a change in use.

(6) **Business Park:** a group of flex-type buildings served by a common roadway system. The tenant space includes a variety of uses with an average mix of 20-30% office/commercial and 70-80% industrial/warehousing.

- (7) **Capital Improvement:** as defined in West Virginia Code §7-20-3 (a).
- (8) **Commercial (use):** an establishment that engages in the buying and/or selling of commodities and/or services. A shopping center is a subset of this category and is typified as an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center provides on-site parking facilities sufficient to serve its own parking demands.
[Amended by Act of the County Commission, effective January 20, 2005]
- (9) **County:** Jefferson County, West Virginia. and/or its County Government.
[Amended by Act of the County Commission, effective November 6, 2003]
- (10) **County Attorney:** the Prosecuting Attorney of the County.
- (11) **County Commission:** the County Commission of Jefferson County, West Virginia.
- (12) **County Government:** the County Commission and all staff of the County.
- (13) **Development:** the subdivision of land; or the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure.
- (14) **Development Agreement:** a written agreement between the County and a developer regarding the development of a specific parcel of property.
[Amended by Act of the County Commission, effective November 6, 2003]
- (15) **District or Impact Fee District:** a defined geographic area or subarea of the County within which particular public facilities are provided and in which impact fees will be collected, appropriated, and expended for public facilities serving new development within such area or subarea.
- (16) **Dwelling Unit:** one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and containing independent cooking, plumbing and sleeping facilities. Dwelling Unit does not include recreational vehicles propelled by an engine on the same chassis.
[Amended by Act of the County Commission, effective November 6, 2003]
- (17) **Extreme Hardship** - For the purposes of this ordinance, any one of the following conditions shall qualify as extreme hardship cases and such qualifying cases may be considered by the County Commission as eligible for an extreme hardship exemption:

(1) Cases where the total household income is less than or equal to the Poverty Guidelines applicable to Jefferson County, West Virginia and which are defined by the United States Department of Health and Human Services, and which Poverty Guidelines are adopted by the United States Department Housing and Urban Development. In determining total household income, the Impact Fee Coordinator shall use methods as outlined by the United States Department of Housing and Urban Development; or

(2) Cases where the householder, as defined by the United States Bureau of the Census, has been classified as being totally and/or permanently disabled and is receiving disability payments from the Social Security Administration; or

(3) Cases where at least fifty per cent (50%) of the cost of the applicant's new or replacement home is being funded by a Community Housing Development Organization as recognized by the State of West Virginia Housing Development Fund, or other comparable grant or public funding mechanism. [Amended (by deleting the original Clause 15 and renumbering as Clauses 16-33), by Act of the County Commission, effective February 23, 2007.]

(18) **Impact Fee Calculation Methodology Report:** a report titled Impact Fees prepared by Tischler & Associates, Inc., dated June 11, 2003, and subsequently amended, which sets forth the methodology and basis for the calculation of the impact of new development and the proper and proportional amount of the impact fee to be assessed against new development.

[Amended (by deleting the original Clause 15 and renumbering as Clauses 15-32), by Act of the County Commission, effective November 6, 2003.]

[Amended by Act of the County Commission, effective January 20, 2005]

(19) **Impact Fee:** the charge or fee levied or imposed on new development on a *pro rata* basis in connection with and as a condition of the issuance of a building permit to fund a portion of the costs of capital improvements for a public facility or service in accordance with the provisions of this Ordinance and the applicable specific Impact Fee Ordinance. [see note clause 15]

(20) **Impact Fee Agreement:** an agreement entered into by and between an applicant and the County Commission at the time the impact fee is paid.[see note clause 15]

(21) **Impact Fee Coordinator:** the person appointed by the County Commission to administer the collection, imposition, management and all other aspects of Impact Fees.[see note clause 15]

(22) **Manufacturing:** any use involving the use of mechanical power and machinery to produce products from raw materials, to prepare or alter materials for use in a finished product, or to assemble parts into products. Light industrial facilities are considered a subset of this category and usually employ fewer than 500 persons and have an emphasis on activities other than manufacturing. Typical light industrial activities include, but are not limited to printing plants, material-testing laboratories, and

assembling of data processing equipment. As defined in the Institute of Transportation Engineers *Trip Generation* manual, light industrial facilities generate more vehicular traffic than general manufacturing facilities.

[see note clause 15]

[Amended by Act of the County Commission, effective January 20, 2005]

(23) **Multifamily:** a single building or structure containing three or more dwelling units, but excluding any structure defined as a townhouse.[see note clause 15]

(24) **Municipality:** any and all of the following: Corporation of Charles Town, Corporation of Ranson, Corporation of Bolivar, Corporation of Harpers Ferry, and Corporation of Shepherdstown, or any municipal corporation hereafter established in the County.[see note clause 15]

(25) **New Development:** any new construction, reconstruction, redevelopment, rehabilitation, structural alteration, structural enlargement, structural extension, or new use which requires a building permit; any change in use of an existing non-residential building, structure or lot requiring any form of County approval, and which increases the demand for one (1) or more public facilities or services as herein defined. [see note clause 15]

(26) **Non-Residential:** any use or development that is not a residential use, and includes commercial, industrial and institutional uses.[see note clause 15]

(27) **Office (use):** a building used primarily for offices that may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper, or candy stand.[see note clause 15]

(28) **Offset:** a credit of certain required impact fees in exchange for the provision by the applicant of, among other things, monetary contributions, dedication of land, or actual construction of all or part of a public service consistent with the County's Capital Improvement Program.[see note clause 15]

[Amended twice by Act of the County Commission, effective November 6, 2003.]

(29) **Planning Director:** the Executive Director of Planning, Zoning and Engineering, or his designee.[see note clause 15]

(30) **Public Facility or Service:** public improvements and facilities provided by the County and necessary to accommodate new development and necessary to protect the health, safety and general welfare of the citizens of the County; which public services include, but are not limited to, public schools.[see note clause 15]

(31) **Public Service Expenditures:** amounts appropriated in connection with the planning, design, engineering and construction of public facilities; including planning, legal, appraisal and other costs related to the acquisition of land, financing and development costs; the costs of compliance with purchasing procedures and applicable

administrative and legal requirements; and all other costs necessarily incident to provision of public facilities.[see note clause 15]

(32) **Residential:** any use or development that includes or results in the creation of a Dwelling Unit.[see note clause 15]

(33) **Residential Housing Index:** The single dwelling residential housing index created by the Tax Commissioner in accordance with the provisions of W.Va. Code § 11-1-2b.

(34) **Single-Family Detached Dwelling:** a detached building designed or used exclusively for only one dwelling unit.[see note clause 15]

(35) **Townhouse:** a dwelling unit which is located in a structure which is attached by one or more vertical party walls to one or two other structures, each designed for and occupied exclusively by only one dwelling unit.[see note clause 15]

(36) **Warehousing:** a use engaged in bulk storage of wholesale or distribution materials, inventory, equipment, supplies, or other materials not stored for immediate, on-site retail sale.[see note clause 15]

(D) General Provisions; Applicability

(1) **Term.** This Ordinance and the procedures established herein shall remain in effect unless and until repealed, amended or modified by the County Commission in accordance with applicable state law and the County's code, ordinances and resolutions.

(2) **Affected Area.**

(a) **County Wide Application.** This Ordinance shall apply to all new development within the County, including new development which takes place within the boundaries of any Municipality. Impact fees for particular public facilities may apply to less than the entire County, as set forth in the ordinance adopting each specific Impact Fee.

(b) **Impact Fee District.** Impact fees for certain public facilities shall be collected and spent within a defined geographical area which may be all or less than all of the County, as set forth in the ordinance adopting a specific impact fee.

(c) **Identification.** The affected area, including Impact fee Districts, if applicable, shall be described and/or mapped in the particular impact fee ordinance.

(d) **Change in Boundaries of Impact Fee Districts.** The County Commission may amend the boundaries of the Impact fee Districts at such times as may be deemed necessary to carry out the purposes and intent of this Ordinance and applicable legal requirements for use of the impact fees.

[Amended by Act of the County Commission, effective November 6, 2003]

(3) **Type of Development Affected.** This Ordinance shall apply to all development after the effective date of this Ordinance.

(4) **Type of Development Not Affected.** This Ordinance shall not apply to:

(a) **Previously-Issued Building Permits.** No impact fee shall be imposed on new development for which a building permit has been issued prior to the effective date of this Ordinance.

[Amended by Act of the County Commission, effective November 6, 2003]

(b) **No Net Increase in Habitable Dwellings.** No impact fee shall be imposed on any new residential development that does not result in the creation of one or more additional habitable dwelling units. No impact fee shall be imposed on the replacement of a mobile home or a single-family dwelling unit by another mobile home or single-family dwelling unit. The applicant must demonstrate that the dwelling to be replaced was in habitable condition within 36 months of the date of application for a building permit for the replacement dwelling. [Amended by Act of the County Commission, effective February 23, 2007.]

(c) **No Net Increase in Non-Residential Square Footage.** No impact fee shall be imposed on any new non-residential development that does not result in the creation of new square footage, unless the new non-residential development is to a different category of development, as defined herein, which results in an increase in the demand for public facilities for which impact fees are being imposed.

(d) **Other Uses.** No impact fee shall be imposed on a use, development, project, structure, building, fence, sign or other activity, whether or not a building permit is required, which does not result in an increase in the demand for public facilities.

(e) **Public Facilities Provided By Government.** No impact fees shall be imposed on building permits issued for the construction of public facilities by the State of West Virginia, the County Government or any municipality.

(f) **Development Agreements:** No impact fees shall be imposed on development projects that are the subject of a development agreement containing provisions in conflict with this Ordinance, but only to the extent of the conflict or inconsistency.

[Amended by Act of the County Commission, effective November 6, 2003]

(g) **Extreme Hardship Exemption** – The County Commission may agree to consider exemptions from residential impact fee payments for extreme hardship as defined in Section (1)(C)(15) of this ordinance. An applicant for an extreme hardship waiver shall:

- (1) Complete the Hardship Exemption Form available in the Department of Impact Fees;
- (2) Provide all documentation requested in the Hardship Exemption Form; and
- (3) Be entitled to a Hardship Exemption hearing before the County Commission during which hearing the County Commission shall hear the merits of an exemption application and shall act to:
 - (a) Grant the exemption;
 - (b) Deny the exemption based on the evidence provided; or
 - (c) Direct that the hearing be postponed for the purpose of acquiring additional information and/or documentation.

The County Commission may grant any number of exemptions for extreme hardship *provided* that the total amount of impact fees deferred by such grants in any given fiscal year does not exceed the interest accrued by the appropriate impact fee accounts during that same fiscal year. [Amended by Act of the County Commission, effective February 23, 2007]

(5) Effect of Payment of Impact Fees on Other Applicable County Land Use, Zoning, Platting, Subdivision or Development Regulations.
[Amended by Act of the County Commission, effective November 6, 2003]

(a) The payment of impact fees shall not entitle the applicant to a building permit unless all of the applicable land use, zoning, planning, platting, subdivision or other related requirements, standards and conditions of the County Government have been met. Such other requirements, standards and conditions are independent of the requirement for payment of a impact fee.

(b) Neither this Ordinance nor the specific impact fee ordinances for particular public facilities shall affect, in any manner, the permissible use of property, density/intensity of development, design and improvement standards or other applicable standards or requirements of the County zoning, subdivision or building ordinances or other development regulations, which shall be operative and remain in full force and effect without limitation.

(6) **Amendments.** This Ordinance, and any ordinance adopting impact fees for any particular public facility pursuant to this Ordinance, may be amended from time to time by the County Commission; provided, however, that no such amendment shall be adopted without a written report detailing the reasons and need for the impact fee revision nor without proper notice and public hearing. [Amended by Act of the County Commission, effective November 6, 2003]

Section 2. PROCEDURES FOR IMPOSITION, CALCULATION AND COLLECTION OF IMPACT FEES

(A) In General

An applicant shall be notified by the County Government of the applicable impact fee requirements at the time of application for a building permit via the issuance of an Impact Fee Calculation Form to the applicant. Impact fees shall be calculated by the County at the time of application for a building permit and shall be paid by the applicant prior to the issuance of a building permit.

(B) Calculation

(1) Upon receipt of an application for a building permit, the Impact Fee Coordinator shall determine (a) whether it is a residential or non-residential use, (b) the specific category of residential or non-residential development, if applicable, (c) if residential, the number of new dwelling units, (d) if non-residential, the number of new or additional square feet of gross floor area of the proposed use, and, (e) the Impact Fee District in which the new development is located, if applicable.

(2) Upon receipt of an application for a building permit, the Impact Fee Coordinator shall determine whether the development involves a change in use. In such cases, the impact fee due shall be based only on the incremental increase in the fee for the additional public facilities needed for the change in use. An applicant shall not be entitled to a refund where the change of use is to a category of development which imposes a lower demand on public facilities.

(3) After making the determinations described in Section 2(B)(1) or (2), the Impact Fee Coordinator shall calculate the impact fee by multiplying the amount of the applicable impact fee times the units of development, incorporating any applicable offset as defined in this procedures ordinance.

[Amended by Act of the County Commission, effective November 6, 2003]

(4) If the type of land use proposed for new development is not expressly listed in the particular impact fee ordinance and schedule, the County Government shall:

(a) identify the most similar land use type listed and calculate the impact fee based on the impact fee for the land use identified; or

(b) identify the broader land use category within which the specified land use would apply and calculate the impact fee based on the impact fee for that land use category; or

(c) at the option of the applicant or Impact Fee Coordinator, determine the basis used to calculate the fee pursuant to an independent impact analysis for impact fee calculation. When initiated by the applicant, this option shall be requested on a form provided by the Impact Fee Coordinator for such purpose. Whether initiated by the applicant or the Impact Fee Coordinator, the following shall apply:

1. The applicant shall be responsible, at its sole expense, for preparing the independent impact analysis, which shall be reviewed for approval by the Impact Fee Coordinator, and, if appropriate, other County staff or officials, prior to payment of the fee.

2. The independent impact analysis shall measure the impact that the proposed development will have on the particular public service at issue, and shall be based on the same methodologies used in the Impact Fee Calculation Methodology Report, and shall be supported by professionally acceptable data and assumptions.

3. After review of the independent impact analysis submitted by the applicant, the Impact Fee Coordinator shall accept or reject the analysis and provide written notice to the applicant of its decision on a form provided for such purpose within forty-five (45) days. If the independent impact analysis is rejected, the written notice shall provide an explanation of the insufficiencies of the analysis.

4. The final decision of the Impact Fee Coordinator may be appealed pursuant to Section 4.

5. An applicant may request a non-binding estimate of impact fees due for a particular new development at any time by filing a request on a form provided for such purpose by the Impact Fee Coordinator; provided, however, that such estimate may be subject to change when a formal application for a building permit for new development is made. Such non-binding estimate is solely for the benefit of the prospective applicant and shall in no way bind the County nor preclude it from making amendments or revisions to any provisions of this Ordinance, the specific impact fee implementing ordinances, or the impact fee schedules.

6. The calculation of impact fees due from a multiple-use new development shall be based upon the aggregated demand for each public service generated by each land use type in the new development.

7. The calculation of impact fees due from a phased new development shall be based upon the demand generated by each specific land use within the phase of development for which a separate building permit is requested.

8. Impact fees shall be calculated based on the impact fee amount in effect at the time of application for a building permit.

(C) Offsets/Credits

(1) Offsets or credits against the amount of an impact fee due from a new development shall be provided for, among other things, contributions made concurrently or to be made in the future in cash; or made, prior to the effective date of this ordinance, pursuant to a written agreement entered into with the County Government; or by dedication of land; or by actual construction of all or part of a public service by the affected property owner for public services meeting or exceeding the demand generated by the new development, and the contribution is determined by the Impact Fee Coordinator to be a reasonable substitute for the cost of public facilities which are included in the methodology set forth in the Impact Fee Calculation Methodology Report. Any agreement to make future payments in cash shall be accompanied by a cash bond, letter of credit, or other surety in a form satisfactory to the County Attorney in an amount equal to the offset or credit as laid forth in the written agreement entered into with the County Government. Offsets shall be adjusted for time-price differentials in accordance with the requirements of W.Va. Code § 7-20-5.

[Amended by Act of the County Commission, effective July 8, 2004.]

(2) The amount of the excess contribution shall be determined by the Impact Fee Coordinator upon receipt of an application form requesting an offset; provided, however, that (a) the County Government will make no reimbursement for excess contributions unless and until the particular public service fund has sufficient revenue to make the reimbursement without jeopardizing the continuity of the County's Capital Improvements Program and further provided that (b) the excess contribution may not be transferred or credited to any other types of impact fees calculated to be due from that development for other type of public facilities. The determination of the eligibility for and the amount of the credit shall be made by the County on a form provided for such purposes by the Impact Fee Coordinator. If the applicant contends that any aspect of the Impact Fee Coordinator's decision constitutes an abuse of discretion, the applicant shall be entitled to appeal pursuant to Section 4 of this Ordinance.

[Amended by Act of the County Commission, effective November 6, 2003]

(3) After the effective date of this Ordinance, no offset shall be allowed unless the County Commission has approved and accepted the contribution, dedication or expenditure before it is made.

(4) Where an applicant has dedicated land to the County or constructed a public facility in accordance with the provisions of this Section, the amount of offset or credit shall be determined in accordance with the following:

(a) In order for a credit or offset to be applied for the construction of a public facility or the dedication of land, the applicant must demonstrate that the dedicated land or constructed public facility will reduce the need for the specific

public facility, and that the public facility is consistent with the County's adopted capital improvement plan and the comprehensive plan.

(b) Applications for an offset must be made on a form provided by the Impact Fee Coordinator for such purposes. Upon receipt of a completed application, the Impact Fee Coordinator and other appropriate staff and/or consultants shall review the application, as well as such other information and evidence as may be deemed relevant, and the Impact Fee Coordinator shall forward a report as to whether an offset is proper based on the provisions of this Ordinance to the County Commission.

(c) Based on the report of the Impact Fee Coordinator, the provisions of this Ordinance, the capital improvement plan, comprehensive plan, and the impact fee calculation methodology report, the Impact Fee Coordinator shall make a recommendation to the County Commission whether to accept, reject, or modify the proposed offset/credit.

[Amended by Act of the County Commission, effective July 8, 2004.]

(d) The amount of the offset is to be calculated as follows:

1. For construction of public facilities, the offset shall be equal to the cost of construction as determined by the County using Standard Unit Costs or other such standards-based methodology, or the amount of Impact Fees due, whichever is less.

[Amended by Act of the County Commission, effective July 8, 2004.]

2. Where the applicant has dedicated land to the County, the offset is to be based on either the assessed value of the proffered land, based on the most recent County property appraisal, or the fair market value of the land as determined by a certified property appraiser hired and paid for by the applicant. If the latter option is chosen, the Impact Fee Coordinator may reject the applicant's appraisal, in which case the County shall hire and pay for a second appraiser to appraise the property. If either party rejects the second appraisal, a third appraisal shall be performed by an appraiser chosen by the first and second appraisers, the costs of which are to be shared equally by the County and the applicant. The third appraisal is binding on both parties. All appraisals must be consistent with generally-accepted appraisal techniques and the date of valuation must be the date of transfer to the County.

[Amended by Act of the County Commission, effective November 6, 2003]

3. Only the original applicant or the applicant's legal successor in title to the real estate shall be entitled to the offset.

[Amended by Act of the County Commission, effective November 6, 2003]

(5) Offsets for dedication of land or provision of public facilities shall be applicable only as to impact fees imposed for the same types of public facilities that are proposed to be dedicated or provided. Even if the value of the dedication of land or

provision of a public service exceeds the impact fee due for the type of public service, the excess value may not be transferred to impact fees calculated to be due from the applicant for other types of public facilities for which impact fees may be imposed. Offsets may, however, be transferred to the same applicant or to other applicants for new development that are proposed within the final approved platted area of the same development and for the same type of public service.

(D) Collection

(1) The date on which impact fees may first be collected shall not be sooner than the sixty-first (61st) day after the adoption of any impact fee ordinance.

[Amended by Act of the County Commission, effective November 6, 2003]

(2) The County shall collect all applicable impact fees prior to issuance of a building permit, or, for new development on property which is located in a Municipality which issues its own building permits, prior to the issuance of a building permit by such Municipality, and shall issue a receipt to the applicant for such payment unless:

[Amended by Act of the County Commission, effective November 6, 2003]

(a) the applicant is entitled to a full offset;

(b) the applicant is not otherwise subject to the payment of a impact fee; or

(c) the applicant has filed an appeal, and a bond or other surety in the amount of the impact fee, as calculated by the Impact Fee Coordinator and approved by the County Attorney, has been posted with the County.

(3) The County Government shall collect an impact fee prior to issuance of a building permit even if the applicant has paid impact fees at an earlier time in the development approval process, if the amount of the impact fees has increased since such prior payment. The applicant shall only be liable for the difference between the impact fees paid earlier and those in effect at the time of issuance of the subsequent building permit. Upon receipt of payment for an impact fee, the Impact Fee Coordinator, or a designee chosen by the Impact Fee Coordinator shall issue a receipt for impact fee payment.

[Amended by Act of the County Commission, effective November 6, 2003]

[Amended by Act of the County Commission, effective July 8, 2004.]

(4) No building permit shall be issued unless the applicant has complied with the provisions of this Ordinance.

(E) Impact Fee Agreements

(1) The County Attorney shall prepare a form of Impact Fee Agreement which shall contain such provisions of this Ordinance related to the collection and use of impact fees as the County Attorney determines is necessary to comply with the provisions of §7-20-8(c), West Virginia Code.

(2) At the time of payment of Impact Fees, the Impact Fee Coordinator shall prepare an Impact Fee Agreement for the specific development for which impact fees are being paid, and the applicant shall execute such Agreement.

(3) Within thirty (30) days after an Impact Fee Agreement is executed by an applicant, such Agreement shall be executed by the Impact Fee Coordinator, who shall send a copy of the fully executed Impact Fee Agreement to the applicant and retain the original executed Impact Fee Agreement.

(F) Affordable Housing Discount

(1) In accordance with the provisions of W.Va. Code § 7-20-7a, the County Commission shall provide a discounted fee schedule for new dwelling units valued at 60 percent (60%) or below of the average market value for single dwelling residential housing in the county as determined by the most recent residential housing index. The discounted fee schedule will be based on a lineal scale of the normal impact fee. Dwelling units valued at greater than 60% of the average market value shall pay the full amount of the normal impact fee.

(2) A new dwelling unit's market value shall be determined by the Assessor, using the same methods and calculations to determine market values for purposes of taxation and shall include both the dwelling and land value. The Assessor's estimate of value shall be based upon information supplied by the homeowner about the new dwelling unit during the affordable housing discount application process. The Assessor's estimate of market value is not subject to appeal and shall not be used at a later date to contest valuation for purposes of taxation.

In the case where a property is assessed as "agricultural" use, and already has a primary dwelling unit on the property, and a second dwelling unit is proposed for the sole purpose of providing an "assessory agricultural dwelling unit" (or more simply known as a farmhand dwelling); then, for the purposes of determining qualification for the Affordable Housing Discount, the assessory agricultural dwelling unit's market value shall be determined as follows:

The market value of the structure/dwelling without any land value.
The primary dwelling and all other structures on the property and the land shall not be considered.

This value is used for Impact Fee purposes only and shall not be an indication of value for tax assessment or taxation.

[Amended by Act of the County Commission, effective June 2, 2016]

(3) The affordable housing discount shall be available by application only. A qualifying applicant shall be required to pay a percentage of the normal impact fee, which percentage shall be equal to the dwelling unit's estimated value as compared to the

residential housing index. For example an applicant whose dwelling unit is estimated to be 60% of the average market value will pay 60% of the impact fee.

(4) An applicant for an affordable housing discount shall:

(a) Complete the Affordable Housing Discount Application Form available from the Engineering Department, and pay any applicable application processing fee, as set by the Jefferson County Commission.

(b) Provide all documentation requested on the Affordable Housing Discount Application Form.

(c) Be entitled to an affordable housing discount if the new dwelling unit's value is estimated to be equal to or less than 60% of the average market value as determined by the residential housing index.

(5) If the value of the dwelling unit, as determined by the Assessor for taxation purposes, far exceeds the estimated market value, as determined by the Assessor for impact fee purposes, and the difference in value is a result of inaccurate information provided by the applicant at the time of applying for the affordable housing discount; then the applicant shall be required to pay the difference between the normal impact fee and the affordable housing impact fee that was actually paid by the applicant. The additional impact fees due shall be paid within 30 days of written notification.

(6) If an applicant applies for an exemption pursuant to Section 1(D)(4)(b) of this Ordinance and replaces a residential dwelling that received an affordable housing discount with a dwelling unit that does not qualify for the discount within five years of receiving an affordable housing discount, the applicant shall be required to pay the difference between the discounted fee originally paid and the full amount of the impact fee in effect at the time the affordable housing discount was paid.

Section 3. ESTABLISHMENT OF IMPACT FEE ACCOUNTS; APPROPRIATION OF IMPACT FEE FUNDS; AND REFUNDS

(A) Impact Fee Accounts

The County shall establish an impact fee account for each category of public facility for which impact fees are imposed. Such account shall clearly identify the category, account, or fund for which the impact fee has been imposed. Subaccounts may be established for individual Impact Fee Districts. All impact fees collected by the County Government shall be deposited into the appropriate impact fee account or subaccount, which shall be interest bearing. All interest earned on monies deposited to such account shall be credited to and shall be considered funds of the account. The funds of each such account shall be capable of being accounted for separately from all other County Government funds. The County Government shall establish and implement necessary accounting controls to ensure that the impact fee funds are properly deposited,

accounted for and appropriated in accordance with this Ordinance Chapter and any other applicable legal requirements.

(B) Appropriation of Impact Fee Funds

(1) **In General.** Impact fee funds may be appropriated for capital improvements and for the payment of principal, interest and other financing costs on contracts, bonds, notes or other obligations issued by or on behalf of the County Government to finance such public facilities and public service expenditures. All appropriations from impact fee accounts shall be detailed on a form provided for such purposes and filed in the Jefferson County Sheriff's Tax Collection Office.

(2) **Restrictions on Appropriations.** Impact fees shall not be appropriated for maintenance or repair of public facilities or for operational or personnel expenses associated with the provision of public facilities or for funding any expenditure that would be classified in accounting as a maintenance or repair expense. Impact fees shall be appropriated only:

- (a) for the particular public service for which they were imposed, calculated and collected;
- (b) within the Impact Fee District where collected; and
- (c) within six (6) years after the date of collection, unless such time period is extended as provided herein.

(3) **Appropriation of Impact Fee Funds Outside of District Where Collected.** Where the County is divided into impact fee districts for a particular category of impact fees, impact fee funds may be appropriated for a public service located outside of the District where collected only if the demand for the public service is generated in whole or in part by the new development or if the public service will actually serve the new development.

(4) **Expenditure of Impact Fee Funds Beyond Six (6) Years of Collection.** Notwithstanding paragraph 2 of this subsection (B), impact fee funds may be expended more than six (6) years from the date of collection if there are extraordinary and compelling reasons for the extension beyond six (6) years. An extraordinary and compelling reason may be found by the County Commission where the appropriation is for a public facility that requires more than six (6) years to plan, design and construct, and the demand for the public facility is generated in whole or in part by the new development, or if the public facility will actually serve the new development. The County Government shall document compliance with the provisions of this paragraph.

(C) Procedure for Appropriation of Impact Fee Funds

(1) Each year the County shall identify public facility projects anticipated to be funded in whole or in part with impact fees. The public facilities shall be so identified

based upon the impact fee annual review set forth in Section 6 of this Ordinance, and such other information as may be relevant, and shall be part of the County's capital improvements planning process and may be part of the County's annual budget. Impact fees shall only be collected for projects identified in the County's Capital Improvements Plan.

[Amended by Act of the County Commission, effective July 8, 2004.]

(2) Such identification of public facilities shall be consistent with the provisions of this Ordinance, the particular impact fee ordinances, other applicable legal requirements, and any guidelines adopted by the County Commissioners.

(3) The County Commissioners may include public facilities funded with impact fees in the County's annual budget and Capital Improvements Program. If included, the description of the public facility shall specify the nature of the facility, the location of the public facility, the capacity to be added by the public facility, the service area of the public facility, the need/demand for the public facility and the anticipated timing of completion of the public facility.

(4) The County Commissioners shall verify that adequate impact fee funds are or will be available from the appropriate impact fee account for the particular public facility.

[Amended by Act of the County Commission, effective November 6, 2003]

(D) Refunds

(1) Eligibility for Refund.

(a) **Expiration or Revocation of Building Permit.** An applicant who has paid an impact fee for a new development for which the necessary building permit has expired or for which the building permit has been revoked prior to construction shall be eligible to apply for a refund of impact fees paid. The refund application shall be made on a form provided by the County Government for such purposes.

(b) **Failure of County to Appropriate Impact Fee Funds Within Time Limit.** The current property owner may apply for a refund of impact fees paid by an applicant if the County Government has failed to appropriate the impact fees collected from the applicant within the time limit established in subsection 3(B)1. The refund application shall be made on a form provided by the County for such purposes. If the County Commission has failed to expend any impact fee within the time limits set forth in subsection 3(B)1, the County Commission shall notify the payor of such impact fee, by first class mail in accordance with the provisions of West Virginia Code §7-20-9, at the last known address of such payor, of the right to apply for a refund in accordance with the provisions of this Section 3(D).

(c) **Abandonment of Development After Initiation of Construction.** An applicant who has paid a impact fee for a new development

for which a building permit has been issued and pursuant to which construction has been initiated, but which construction is abandoned prior to completion and issuance of a certificate of occupancy, shall not be eligible for a refund unless the uncompleted building is completely demolished.

(2) **To Whom Refunds Paid.** Except as provided in paragraph 1(a) and 1(c) of this subsection, refunds shall be made only to the current owner of property for which impact fees were paid, credited or offset.
[Amended by Act of the County Commission, effective November 6, 2003]

(3) **Processing of Applications for a Refund.** Applications for a refund shall be made on a form provided by the Impact Fee Coordinator for such purposes and shall include all information required in paragraphs 5 or 6 of this subsection, as appropriate. Upon receipt of a complete application for a refund, the Impact Fee Coordinator shall review the application and documentary evidence submitted by the applicant as well as such other information and evidence as may be deemed relevant, and make a determination as to whether a refund is due. Refunds by direct payment shall be made following an affirmative determination by the Impact Fee Coordinator.

(4) **Refunds Because of Abandonment.** Applications for refunds due to abandonment of a new development prior to completion shall be made on forms provided by the Impact Fee Coordinator and shall be made within sixty (60) days following expiration or revocation of the building permit. The applicant shall submit the following: (a) evidence that the applicant is the property owner or the duly designated agent of the property owner, (b) the amount of the impact fees paid by public facility category and receipts evidencing such payments, and (c) documentation evidencing the expiration or revocation of the building permit or approval of demolition of the structure pursuant to a valid County Government-issued demolition permit. Failure to apply for a refund within sixty (60) days following expiration or revocation of the building permit or demolition of the structure shall constitute a waiver of entitlement to a refund. No interest shall be paid by the County Government in calculating the amount of the refunds.

(5) **Refunds Due to Failure to Appropriate Funds.** Applications for refunds due to the failure of the County Government to appropriate impact fees collected from the applicant within the time limits established in subsection 3(B)1 shall be made on forms provided by the Impact Fee Coordinator and shall be filed within one (1) year following the expiration of such time limit. The applicant shall submit: (a) evidence that the applicant is the property owner or the duly designated agent of the property owner, (b) the amount of the impact fees paid by public service category and receipts evidencing such payments, and (c) description and documentation of the County's Government failure to appropriate impact fee funds for relevant public facilities.

(6) **Methods of Refunds.** Pursuant to Section 3 (D)(2), the County Government may, at its option, make refunds of impact fees by (a) direct payment, (b) offsetting such refunds against other impact fees due for the same category of public facilities for new development on the same property, or (c) other means subject to agreement with the property owner.

[Amended by Act of the County Commission, effective November 6, 2003]

Section 4. APPEALS

(A) Initiation

(1) An appeal from any decision of a County official pursuant to this Ordinance shall be made to the County Commission by filing a written appeal on the appropriate County Government form with the County Clerk within thirty (30) days following the decision which is being appealed. The County Commission may appoint a hearing officer to hear the appeal, in which case the hearing officer shall have the authority to conduct hearings as required by this Ordinance. The hearing officer shall take sworn testimony, receive evidence and exhibits, rule on evidentiary objections, cause the testimony to be taken by stenographic reporter or electronic recording device and make proposed findings of fact which the County Commission may adopt or the County Commission may substitute its own findings of fact in support of its decision.

(2) If the notice of appeal is accompanied by a cash bond, letter of credit or other surety in a form satisfactory to the County Attorney in an amount equal to the impact fee calculated by the Impact Fee Coordinator to be due, a building permit may be issued to the new development.

(3) The filing of an appeal shall not stay the imposition or the collection of the impact fee as calculated by the County Government unless a cash bond or other sufficient surety has been provided.

(B) Burden of Proof

The decision of a County official or County Commission pursuant to this ordinance shall enjoy the presumption of correctness. The burden of proof shall be on the appellant to demonstrate that the decision of the County official or County Commission is clearly erroneous or contrary to law.

(C) Contents

All appeals shall detail the specific grounds therefor and all other relevant information and shall be filed on a form provided by the County Government for such purposes.

(D) Decision

(1) The County Commission shall:

(a) determine whether there is an error in an order, requirement or decision made by a County official in the enforcement of this Ordinance, and/or

(b) determine whether the fee would amount to a taking of private property or otherwise violate the State and federal constitutional rights of the applicant.

(2) Based on the information provided at the hearing, the County Commission shall reverse or affirm, in whole or in part, or modify, the order, requirement or decision of the County official appealed from, and make such order, requirement, decision or determination as the County Commission considers necessary.
[Amended by Act of the County Commission, effective November 6, 2003]

(3) The County Commission shall render a decision on the appeal within ninety (90) days after the filing of the appeal.
[Amended by Act of the County Commission, effective November 6, 2003]

(E) APPEAL OF COUNTY COMMISSION DECISION

The applicant may appeal any decision of the County Commission pursuant to this Ordinance, by Writ of Certiorari filed within thirty (30) days of the decision of the County Commission.

Section 5. EXEMPTIONS/WAIVERS

(A) Filing of Application

Petitions for exemptions from the application of the provisions of this Ordinance or for waivers from specific impact fees shall be filed with the Impact Fee Coordinator.

(B) Effect of Grant of Exemption/Waiver

(1) **Grant of Waiver.** If the County Commission grants a waiver in whole or in part of impact fees otherwise due, the amount of the impact fees waived shall be provided by the County from non-impact fee funds, and such funds shall be deposited in the appropriate impact fee account within a reasonable period of time consistent with the applicable County Capital Improvements Program.

(2) **Effect of Exemption.** If an exemption from the application of the provisions of this Ordinance is authorized by the terms of a specific impact fee ordinance, the County Government shall not be required to provide any funds to cover the cost of the impact fee which would have been due without such exemption.

(C) Development Agreements

Nothing herein shall be deemed to limit the County's Government authority or ability to enter into development agreements with applicants for new development who may provide for dedication of land, payments in lieu of impact fees, or actual infrastructure improvements. Such development agreements may allow offsets against

impact fees for contributions made concurrently or to be made in the future in cash, or by assessments or dedication of land or by actual construction of all or part of a public facility by the affected property owner.

[Amended by Act of the County Commission, effective November 6, 2003]

Section 6. ANNUAL REVIEW AND ADJUSTMENTS

(A) Annual Review

(1) At least once every year not later than January 31st of each year, beginning in the year 2005, and prior to County Commission's adoption of the Annual Budget and Capital Improvements Program, the Impact Fee Coordinator or a designee chosen by the Impact Fee Coordinator shall coordinate the preparation and submission of an Annual Report to the County Executive and County Commission on the subject of impact fees.

[Amended by Act of the County Commission, effective July 8, 2004.]

(2) The Annual Report may include any or all of the following:

(a) recommendations for amendments, if appropriate, to these procedures or to specific ordinances adopting impact fees for particular public facilities;

(b) proposed changes to the County Capital Improvements Program, including the identification of additional public facilities anticipated to be funded wholly or partially with impact fees;

(c) proposed changes to the boundaries or creation of Impact Fee Districts, if applicable;

(d) proposed changes to impact fee schedules as set forth in the ordinances imposing and setting impact fees for particular public facilities;

(e) proposed changes to level of service standards for particular public facilities;

(f) proposed changes to any impact fee calculation methodology;

(g) proposed changes to the population, housing, land use, persons per household or non-residential development projections included in the Impact fee Calculation Methodology Report and upon which the impact fee amounts have been determined; or

(h) other data, analysis or recommendations as the Impact Fee Coordinator or appropriate designee may deem appropriate, or as may be requested by the County Commission.

(3) **Submission of Impact Fee Annual Report and County Commission Action.** The Impact Fee Coordinator or the Impact Fee Coordinator's designee shall submit the Annual Report to the County Commission, who shall receive the Annual Report and which may take such actions as they deem appropriate, including, but not limited to, requesting additional data or analyses and holding public workshops and/or public hearings.

(B) Annual Adjustments

(1) On April 1, 2005, and on April 1 of each year thereafter in which this Ordinance is in effect, the amount of any impact fee may be automatically adjusted to account for inflationary increases in the cost of providing public facilities utilizing the most recent Quantity and Price Indexes for Gross Government Fixed Investment by Type, published by the United States Bureau of Economic Analysis, using the most appropriate type of New Building construction for each specific Impact Fee.

(2) The Impact Fee Coordinator shall make the automatic annual adjustment unless the County Commission, in its Annual Review, determines an alternate adjustment is appropriate.

(3) Nothing herein shall prevent the County Commission from electing to retain existing impact fees, from electing to waive the inflation adjustment for any given fiscal year, or from making any other adjustment in the amount of the impact fee which conforms with the law.

Section 7. ENFORCEMENT

(A) It is unlawful for any person or entity to enlarge, alter or change any use of property or to erect, construct, enlarge, alter, repair, move, improve, make, put together or convert any building in the County, or attempt to do so, or cause the same to be done, without first paying all impact fees imposed by this Ordinance.

(B) In the event a fee is not paid as required hereunder, the County Attorney may institute an action to recover the fee and enjoin the use of the property until the fee is paid. The person who fails so to pay shall be responsible for the costs of such suit, including reasonable attorney's fees.

(C) In the event that a Municipality issues a permit for a development for which the payment of an impact fee is required, without evidence of the payment of such impact fee to the County Government, the County Government may institute an action to recover the fee.

Section 8. SEPARABILITY AND CONSTRUCTION

(A) Liberal Construction

The provisions of this Ordinance shall be liberally construed to effectively carry on its purposes in the interest of further promoting and protecting the public health, safety and welfare.

(B) Separability

(1) If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this Ordinance shall be deemed to be a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining provisions of this Ordinance nor impair or nullify the remainder of this Ordinance, which shall continue in full force and effect.

(2) If the application of any provision of this Ordinance to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of the County Commissioners is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify this Ordinance as a whole or the application of any provision of this Ordinance to any other new development.

The undersigned hereby certifies that this amended Ordinance was approved and adopted by the Jefferson County Commission on the 7th Day of April, 2016, effective June 1, 2016.

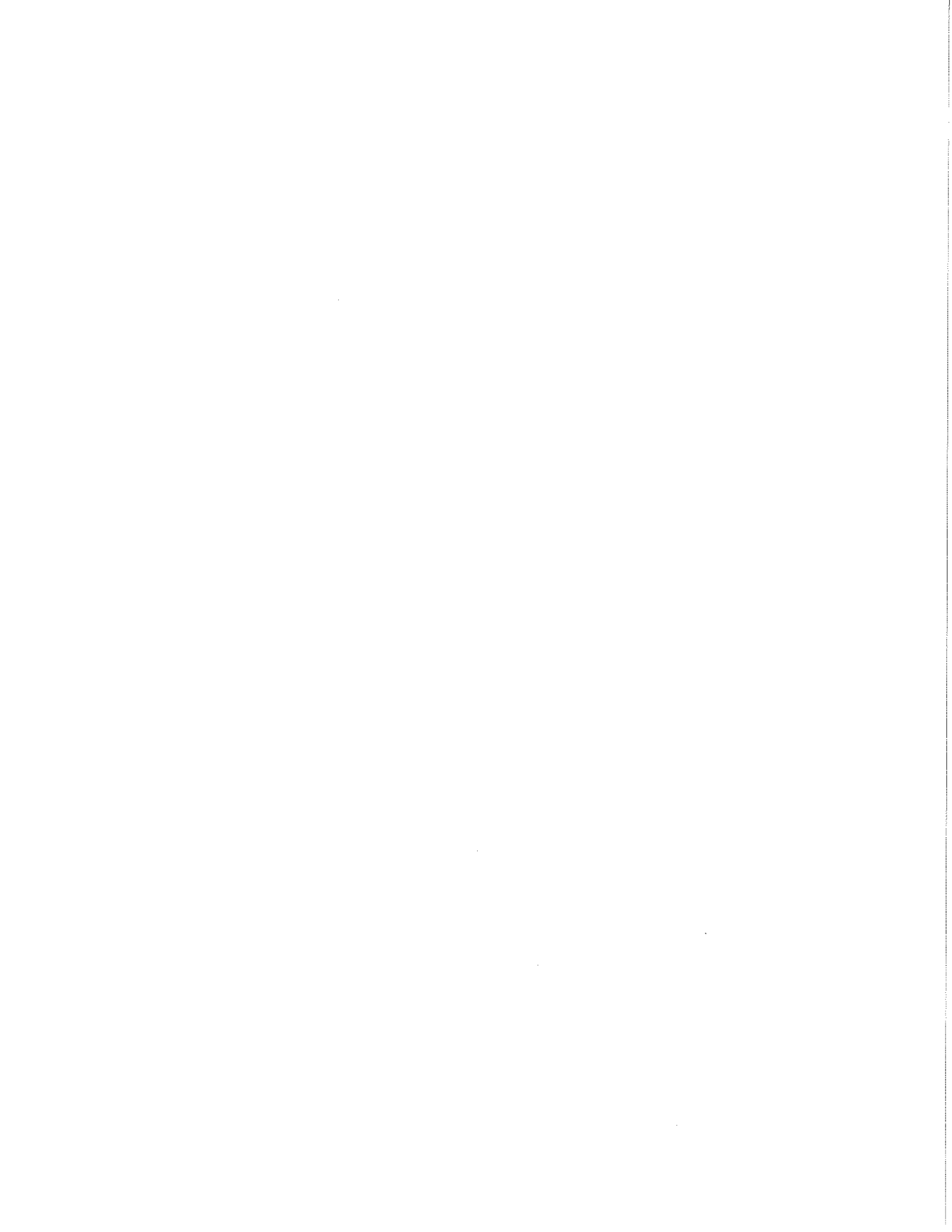
JEFFERSON COUNTY COMMISSION

ATTEST:

Jennifer Maghan, County Clerk

By:

Patricia A. Noland, President





AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name: **Stephanie Grove, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 2, 2016**

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*):

- 1) Discussion of specific parcels to be leased to the Jefferson County Animal Welfare Society (I have a map to be included) Discussion Action
- 2) Impact of 3% pay raise for GIS Director and Planning and Zoning Director regarding to Reorganization Discussion/Action
- 3) Approval of FMLA Policy Discussion Action
- 4) Review of Hotel/Motel Code Changes—Discussion of possible public hearing

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

Is this a funding request? Y/N Click here to enter text.

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*):

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

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.





Add 1 1/2 acre along Old Leetown Pike

Add 1 1/2 acre along Poor Farm Road

Present AWS 1 acre Site



Jefferson County will provide Family and Medical Leave to its eligible employees. The County posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act in the County Commission Office and in the Finance Office.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact the County Administrator.

A. General Provisions

Under this policy, Jefferson County will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the County for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three

consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the County's sick leave policy are encouraged to consult with the County Administrator.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the County may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. child care and school activities
- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation
- g. post-deployment activities, and
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

- a) A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- b) A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

c) Under the FMLA, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.

d) The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

"Covered active duty" means:

(a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

(b) (2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.

Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term "covered servicemember" means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

(c) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The County will measure the 12-month period as a rolling 12-month period measured forward from the first date an employee uses any leave under this policy.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the County will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the County and each wishes to take leave to care for a covered injured or ill servicemember, the spouses may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the County will require the employee to reimburse the County the amount it paid for the employee's health insurance premium during the leave period.

Under current County policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance Department by the _____ day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or

the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The County may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

If the employee has accrued sick time, the employee must use paid sick time first and take the remainder of the twelve weeks as annual leave or unpaid leave. All paid leave used will run concurrently under FMLA.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the County before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's Serious Health Condition

The County will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The County may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The County will not use the employee's direct supervisor for this contact. Before the County makes this direct contact with the health care provider, the employee will be given an opportunity

to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee to get a certification from a second doctor, which the County will select. The County may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the County will require the opinion of a third doctor. The County and the employee will mutually select the third doctor, and the County will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The County will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition

The County may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The County will not use the employee's direct supervisor for this contact. Before the County makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's family member's permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee's family member to get a certification from a second doctor, which the County will select. The County may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the County will require the opinion of a third doctor. The County and the employee will mutually select the third doctor, and the County will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The County will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave .

L. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The County will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember .

M. Recertification

The County may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the County may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The County may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the County Administrator or their direct supervisor. Within five business days after the employee has provided this notice, the County Administrator will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the County's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the County Administrator will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

P. Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the County may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.



**WEST VIRGINIA LOTTERY
WEEKLY SETTLEMENT FOR CHARLES TOWN**

| | |
|--|----------------------------|
| Week Ending Date | May 14, 2016 |
| To be Deposited on: | May 20, 2016 |
| Amount Played | 60,178,886.08 |
| Amount Won | 53,869,999.15 |
| Amount Promo | 352,784.00 |
| MWAP Contribution | <u>2,186.67</u> |
| Adjusted Gross Terminal Revenue | <u>5,953,916.26</u> |
| Administrative Costs @ 4% | 0.00 |
| Excess Lottery Fund @ 4% | <u>238,156.66</u> |
| Net Terminal Revenue | <u>5,715,759.60</u> |
| Surcharge @ 10% | 571,575.96 |
| State Share Excess @ 58% & 10% of 42% | 355,520.25 |
| Track Share of Capital Reinvestment @ 90% of 42% | <u>216,055.71</u> |
| <i>Track Share of Capital Reinvestment @ 96%</i> | 207,413.48 |
| <i>Track Share of Capital Reinvestment @ 4%</i> | 8,642.23 |
| Adjusted Net Terminal Revenue | <u>5,144,183.64</u> |
| Racetrack @ 46.50% / 42% | 2,160,557.13 |
| Lottery Fund @ 30% / 0% | 0.00 |
| Excess Lottery Fund @ 0% / 41% | 2,109,115.26 |
| Excess Lottery Fund @ 12.85% / 9.55% | 491,269.56 |
| Race Track Purses @ 90% of 7% / 4% | 185,190.61 |
| Employee Pension Fund @ 1% / .5% | 25,720.92 |
| Greyhound Development @ 90% of .75% | 34,723.24 |
| Thoroughbred Development @ 90% of .75% | 34,723.24 |
| County/Municipality @ 2% | <u>102,883.68</u> |
| | <u>5,144,183.64</u> |

WEST VIRGINIA LOTTERY
First Benchmark
Charles Town
County / City Split
Fiscal Year 2016

Charles Town
1999 Net Terminal Revenue \$ 45,603,174
Benchmark Goal @ 2% \$ 912,063.48

| DATE | 2% OF ADJ. NET REVENUE | TO JEFFERSON COUNTY | TO FIVE CITIES | BOLIVAR 7.93% | CHARLES TOWN 39.90% | HARPERS FERRY 2.17% | RANSON 33.68% | SHEPHERDS TOWN 16.32% |
|----------------------------|------------------------------|---------------------------|----------------------|------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 4 days ending: 07/04/15 | \$ 89,446.56 | \$ 89,446.56 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Week ending: | | | | | | | | |
| 07/11/15 | \$ 119,132.68 | \$ 119,132.68 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 07/18/15 | \$ 112,706.24 | \$ 112,706.24 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 07/25/15 | \$ 109,356.88 | \$ 109,356.88 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/01/15 | \$ 119,089.60 | \$ 119,089.60 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/08/15 | \$ 115,689.52 | \$ 115,689.52 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/15/15 | \$ 108,726.48 | \$ 108,726.48 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/22/15 | \$ 108,922.12 | \$ 108,922.12 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/29/15 | \$ 117,576.80 | \$ 73,285.10 | \$ 44,291.70 | \$ 3,512.33 | \$ 17,672.39 | \$ 961.13 | \$ 14,917.44 | \$ 7,228.41 |
| 09/05/15 | \$ 111,781.52 | \$ 55,890.76 | \$ 55,890.76 | \$ 4,432.14 | \$ 22,300.41 | \$ 1,212.83 | \$ 18,824.01 | \$ 9,121.37 |
| 09/12/15 | \$ 126,546.60 | \$ 63,273.30 | \$ 63,273.30 | \$ 5,017.57 | \$ 25,246.05 | \$ 1,373.03 | \$ 21,310.45 | \$ 10,326.20 |
| 09/19/15 | \$ 108,466.12 | \$ 54,233.06 | \$ 54,233.06 | \$ 4,300.68 | \$ 21,638.99 | \$ 1,176.86 | \$ 18,265.69 | \$ 8,850.84 |
| 09/26/15 | \$ 104,879.20 | \$ 52,439.60 | \$ 52,439.60 | \$ 4,158.46 | \$ 20,923.40 | \$ 1,137.94 | \$ 17,661.66 | \$ 8,558.14 |
| 10/03/15 | \$ 106,209.88 | \$ 53,104.94 | \$ 53,104.94 | \$ 4,211.22 | \$ 21,188.87 | \$ 1,152.38 | \$ 17,885.74 | \$ 8,666.73 |
| 10/10/15 | \$ 100,582.52 | \$ 50,291.26 | \$ 50,291.26 | \$ 3,988.10 | \$ 20,066.21 | \$ 1,091.32 | \$ 16,938.10 | \$ 8,207.53 |
| 10/17/15 | \$ 106,097.60 | \$ 53,048.80 | \$ 53,048.80 | \$ 4,206.77 | \$ 21,166.47 | \$ 1,151.16 | \$ 17,866.84 | \$ 8,657.56 |
| 10/24/15 | \$ 110,837.44 | \$ 55,418.72 | \$ 55,418.72 | \$ 4,394.70 | \$ 22,112.07 | \$ 1,202.59 | \$ 18,665.02 | \$ 9,044.34 |
| 10/31/15 | \$ 114,047.28 | \$ 57,023.64 | \$ 57,023.64 | \$ 4,521.98 | \$ 22,752.43 | \$ 1,237.41 | \$ 19,205.56 | \$ 9,306.26 |
| 11/07/15 | \$ 111,664.16 | \$ 55,832.08 | \$ 55,832.08 | \$ 4,427.48 | \$ 22,277.00 | \$ 1,211.56 | \$ 18,804.24 | \$ 9,111.80 |
| 11/14/15 | \$ 112,025.72 | \$ 56,012.86 | \$ 56,012.86 | \$ 4,441.82 | \$ 22,349.13 | \$ 1,215.48 | \$ 18,865.13 | \$ 9,141.30 |
| 11/21/15 | \$ 100,387.52 | \$ 50,193.76 | \$ 50,193.76 | \$ 3,980.37 | \$ 20,027.31 | \$ 1,089.20 | \$ 16,905.26 | \$ 8,191.62 |
| 11/28/15 | \$ 120,021.96 | \$ 60,010.98 | \$ 60,010.98 | \$ 4,758.87 | \$ 23,944.38 | \$ 1,302.24 | \$ 20,211.70 | \$ 9,793.79 |
| 12/05/15 | \$ 95,535.72 | \$ 47,767.86 | \$ 47,767.86 | \$ 3,787.99 | \$ 19,059.38 | \$ 1,036.56 | \$ 16,088.22 | \$ 7,795.71 |
| 12/12/15 | \$ 85,877.12 | \$ 42,938.56 | \$ 42,938.56 | \$ 3,405.03 | \$ 17,132.48 | \$ 931.77 | \$ 14,461.71 | \$ 7,007.57 |
| 12/19/15 | \$ 86,174.32 | \$ 43,087.16 | \$ 43,087.16 | \$ 3,418.81 | \$ 17,191.78 | \$ 934.99 | \$ 14,511.76 | \$ 7,031.82 |
| 12/26/15 | \$ 105,670.96 | \$ 52,835.48 | \$ 52,835.48 | \$ 4,189.85 | \$ 21,081.36 | \$ 1,146.53 | \$ 17,794.99 | \$ 8,622.75 |
| 01/02/16 | \$ 149,926.28 | \$ 74,963.14 | \$ 74,963.14 | \$ 5,944.58 | \$ 29,910.29 | \$ 1,628.70 | \$ 25,247.59 | \$ 12,233.98 |
| 01/09/16 | \$ 82,948.48 | \$ 41,474.24 | \$ 41,474.24 | \$ 3,288.91 | \$ 16,548.22 | \$ 899.99 | \$ 13,968.52 | \$ 6,768.60 |
| 01/16/16 | \$ 86,911.16 | \$ 43,455.58 | \$ 43,455.58 | \$ 3,446.03 | \$ 17,338.78 | \$ 942.98 | \$ 14,635.84 | \$ 7,091.95 |
| 01/23/16 | \$ 50,050.80 | \$ 25,025.40 | \$ 25,025.40 | \$ 1,984.51 | \$ 9,985.13 | \$ 543.05 | \$ 8,428.56 | \$ 4,084.15 |
| 01/30/16 | \$ 73,610.52 | \$ 36,805.26 | \$ 36,805.26 | \$ 2,918.66 | \$ 14,685.30 | \$ 798.67 | \$ 12,398.01 | \$ 6,006.62 |
| 02/06/16 | \$ 103,391.48 | \$ 51,695.74 | \$ 51,695.74 | \$ 4,099.47 | \$ 20,826.60 | \$ 1,121.80 | \$ 17,411.13 | \$ 8,436.74 |
| 02/13/16 | \$ 89,883.56 | \$ 44,941.78 | \$ 44,941.78 | \$ 3,563.88 | \$ 17,931.77 | \$ 975.24 | \$ 15,136.39 | \$ 7,334.50 |
| 02/20/16 | \$ 101,010.80 | \$ 50,505.40 | \$ 50,505.40 | \$ 4,005.08 | \$ 20,151.65 | \$ 1,095.97 | \$ 17,010.22 | \$ 8,242.48 |
| 02/27/16 | \$ 104,853.72 | \$ 52,426.86 | \$ 52,426.86 | \$ 4,157.45 | \$ 20,918.32 | \$ 1,137.66 | \$ 17,657.37 | \$ 8,556.06 |
| 03/05/16 | \$ 106,949.32 | \$ 53,474.66 | \$ 53,474.66 | \$ 4,240.54 | \$ 21,336.39 | \$ 1,160.40 | \$ 18,010.27 | \$ 8,727.06 |
| 03/12/16 | \$ 102,894.04 | \$ 51,447.02 | \$ 51,447.02 | \$ 4,079.75 | \$ 20,527.36 | \$ 1,116.40 | \$ 17,327.36 | \$ 8,396.15 |
| 03/19/16 | \$ 100,713.60 | \$ 50,356.80 | \$ 50,356.80 | \$ 3,993.30 | \$ 20,092.36 | \$ 1,092.74 | \$ 16,960.17 | \$ 8,218.23 |
| 03/26/16 | \$ 104,434.92 | \$ 52,217.46 | \$ 52,217.46 | \$ 4,140.84 | \$ 20,834.77 | \$ 1,133.12 | \$ 17,586.84 | \$ 8,521.89 |
| 04/02/16 | \$ 108,371.76 | \$ 54,185.88 | \$ 54,185.88 | \$ 4,296.94 | \$ 21,820.17 | \$ 1,175.83 | \$ 18,249.80 | \$ 8,843.14 |
| 04/09/16 | \$ 99,380.08 | \$ 49,690.04 | \$ 49,690.04 | \$ 3,940.42 | \$ 19,826.33 | \$ 1,078.27 | \$ 16,735.61 | \$ 8,109.41 |
| 04/16/16 | \$ 98,143.64 | \$ 49,071.82 | \$ 49,071.82 | \$ 3,891.39 | \$ 19,579.66 | \$ 1,064.86 | \$ 16,527.39 | \$ 8,008.52 |
| 04/23/16 | \$ 98,971.56 | \$ 49,485.78 | \$ 49,485.78 | \$ 3,924.22 | \$ 19,744.83 | \$ 1,073.84 | \$ 16,666.81 | \$ 8,076.08 |
| 04/30/16 | \$ 101,744.92 | \$ 50,872.46 | \$ 50,872.46 | \$ 4,034.19 | \$ 20,298.11 | \$ 1,103.93 | \$ 17,133.84 | \$ 8,302.39 |
| 05/07/16 | \$ 104,270.44 | \$ 52,135.22 | \$ 52,135.22 | \$ 4,134.32 | \$ 20,801.95 | \$ 1,131.34 | \$ 17,559.14 | \$ 8,508.47 |
| 05/14/16 | \$ 102,883.68 | \$ 51,441.84 | \$ 51,441.84 | \$ 4,079.34 | \$ 20,525.29 | \$ 1,116.29 | \$ 17,325.61 | \$ 8,395.31 |
| Subtotal | \$ 4,778,797.28 | \$ 2,845,430.38 | \$ 1,933,366.90 | \$ 153,315.99 | \$ 771,413.39 | \$ 41,954.06 | \$ 651,157.99 | \$ 315,525.47 |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -



*West Virginia State
Treasurer's Office*

John D. Perdue
State Treasurer

| <u>Political Subdivision</u> | <u>Amount</u> |
|-------------------------------|---------------|
| Huntington | 1,121.06 |
| Hurricane | 1,121.06 |
| Huttonsville | 1,121.06 |
| laeger | 1,121.06 |
| Jackson County | 4,462.26 |
| Jane Lew | 1,121.06 |
| Jefferson County | 68,149.38 |
| Jefferson County School Board | 204,448.14 |
| Junior | 1,121.06 |
| Kanawha County | 30,826.09 |
| Kenova | 1,121.06 |
| Kermit | 1,121.06 |
| Keyser | 1,121.06 |
| Keystone | 1,121.06 |
| Kimball | 1,121.06 |
| Kingwood | 1,121.06 |
| Leon | 1,121.06 |
| Lester | 1,121.06 |
| Lewis County | 4,462.26 |

VIDEO LOTTERY REPORT

| FY 2012 | | FY 2013 | | FY 2014 | | FY 2015 | | FY 2016 | |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Date | Amount | Date | Amount | Date | Amount | Date | Amount | Date | Amount |
| 7/1-2/2011 | 69,824.12 | 7/7/2012 | 161,637.92 | 7/6/2013 | 123,196.88 | 7/5/2014 | 106,819.12 | 7/4/2015 | 89,446.56 |
| 7/9/2011 | 171,717.28 | 7/14/2012 | 129,458.04 | 7/13/2013 | 128,060.40 | 7/12/2014 | 111,792.16 | 7/11/2015 | 119,132.68 |
| 7/16/2011 | 143,019.52 | 7/21/2012 | 130,037.00 | 7/20/2013 | 115,128.84 | 7/19/2014 | 116,320.32 | 7/18/2015 | 112,706.24 |
| 7/23/2011 | 146,508.00 | 7/28/2012 | 137,164.44 | 7/27/2013 | 123,049.56 | 7/26/2014 | 112,502.48 | 7/25/2015 | 109,356.88 |
| 7/30/2011 | 144,510.28 | 8/4/2012 | 132,931.16 | 8/3/2013 | 116,180.80 | 8/2/2014 | 117,145.12 | 8/1/2015 | 119,089.60 |
| 8/6/2011 | 151,495.28 | 8/11/2012 | 134,212.88 | 8/10/2013 | 120,078.64 | 8/9/2014 | 114,374.60 | 8/8/2015 | 115,689.52 |
| 8/13/2011 | 117,350.38 | 8/18/2012 | 110,241.90 | 8/17/2013 | 124,888.56 | 8/16/2014 | 114,053.32 | 8/15/2015 | 108,726.48 |
| 8/20/2011 | 71,614.12 | 8/25/2012 | 66,209.90 | 8/24/2013 | 89,882.12 | 8/23/2014 | 116,097.04 | 8/22/2015 | 108,922.12 |
| 8/27/2011 | 63,432.14 | 9/1/2012 | 67,133.42 | 8/31/2013 | 58,913.18 | 8/30/2014 | 60,280.02 | 8/29/2015 | 73,285.10 |
| 9/3/2011 | 80,837.76 | 9/8/2012 | 74,029.40 | 9/7/2013 | 67,758.74 | 9/6/2014 | 61,420.28 | 9/5/2015 | 55,890.76 |
| 9/10/2011 | 84,845.80 | 9/15/2012 | 61,838.04 | 9/14/2013 | 53,374.22 | 9/13/2014 | 51,364.96 | 9/12/2015 | 63,273.30 |
| 9/17/2011 | 66,748.62 | 9/22/2012 | 56,996.90 | 9/21/2013 | 54,277.94 | 9/20/2014 | 50,664.54 | 9/19/2015 | 54,233.06 |
| 9/24/2011 | 68,929.80 | 9/29/2012 | 61,611.40 | 9/28/2013 | 54,881.50 | 9/27/2014 | 50,127.22 | 9/26/2015 | 52,439.60 |
| 10/1/2011 | 68,871.64 | 10/6/2012 | 62,715.20 | 10/5/2013 | 55,950.74 | 10/4/2014 | 53,531.28 | 10/3/2015 | 53,104.94 |
| 10/8/2011 | 70,866.90 | 10/13/2012 | 60,710.18 | 10/12/2013 | 55,837.92 | 10/11/2014 | 51,127.00 | 10/10/2015 | 50,291.26 |
| 10/15/2011 | 75,262.66 | 10/20/2012 | 62,333.08 | 10/19/2013 | 61,327.20 | 10/18/2014 | 56,414.64 | 10/17/2015 | 53,048.80 |
| 10/22/2011 | 68,757.72 | 10/27/2012 | 58,073.54 | 10/26/2013 | 52,854.06 | 10/25/2014 | 49,890.20 | 10/24/2015 | 55,418.72 |
| 10/29/2011 | 60,507.98 | 11/3/2012 | 56,545.30 | 11/2/2013 | 57,543.54 | 11/1/2014 | 52,242.34 | 10/31/2015 | 57,023.64 |
| 11/5/2011 | 70,673.88 | 11/10/2012 | 56,110.96 | 11/9/2013 | 54,666.76 | 11/8/2014 | 52,819.26 | 11/7/2015 | 55,832.08 |
| 11/12/2011 | 67,627.10 | 11/17/2012 | 57,432.36 | 11/16/2013 | 56,495.96 | 11/15/2014 | 51,810.32 | 11/14/2015 | 56,012.86 |
| 11/19/2011 | 60,690.60 | 11/24/2012 | 65,888.86 | 11/23/2013 | 48,628.62 | 11/22/2014 | 46,228.62 | 11/21/2015 | 50,193.76 |
| 11/26/2011 | 74,140.54 | 12/1/2012 | 50,243.34 | 11/30/2013 | 59,645.66 | 11/29/2014 | 55,593.44 | 11/28/2015 | 60,010.98 |
| 12/3/2011 | 59,429.94 | 12/8/2012 | 50,770.96 | 12/7/2013 | 47,306.24 | 12/6/2014 | 46,792.50 | 12/5/2015 | 47,767.86 |
| 12/10/2011 | 51,395.44 | 12/15/2012 | 47,022.38 | 12/14/2013 | 29,229.02 | 12/13/2014 | 40,904.98 | 12/12/2015 | 42,938.56 |
| 12/17/2011 | 55,981.32 | 12/22/2012 | 46,838.96 | 12/21/2013 | 44,581.02 | 12/20/2014 | 41,600.84 | 12/19/2015 | 43,087.16 |
| 12/24/2011 | 54,248.62 | 12/29/2012 | 59,697.22 | 12/28/2013 | 62,117.14 | 12/27/2014 | 58,114.68 | 12/26/2015 | 52,835.48 |
| 12/31/2011 | 94,661.00 | 1/5/2013 | 71,673.52 | 1/4/2014 | 62,963.88 | 1/3/2015 | 68,277.28 | 1/2/2016 | 74,963.14 |
| 1/7/2012 | 74,863.40 | 1/12/2013 | 50,416.30 | 1/11/2014 | 37,935.94 | 1/10/2015 | 37,099.34 | 1/9/2016 | 41,474.24 |
| 1/14/2012 | 58,901.92 | 1/19/2013 | 51,211.88 | 1/18/2014 | 49,418.64 | 1/17/2015 | 43,217.36 | 1/16/2016 | 43,455.58 |
| 1/21/2012 | 61,819.92 | 1/26/2013 | 46,966.26 | 1/25/2014 | 42,720.80 | 1/24/2015 | 41,212.80 | 1/23/2016 | 25,025.40 |
| 1/28/2012 | 62,898.78 | 2/2/2013 | 52,067.92 | 2/1/2014 | 47,681.60 | 1/31/2015 | 42,783.32 | 1/30/2016 | 36,805.26 |
| 2/4/2012 | 72,154.66 | 2/9/2013 | 52,222.20 | 2/8/2014 | 45,434.52 | 2/7/2015 | 47,859.18 | 2/4/2016 | 51,695.74 |
| 2/11/2012 | 66,429.04 | 2/16/2013 | 64,243.52 | 2/15/2014 | 41,076.08 | 2/14/2015 | 48,131.08 | 2/13/2016 | 44,941.78 |
| 2/18/2012 | 77,455.88 | 2/23/2013 | 64,115.70 | 2/22/2014 | 61,523.98 | 2/21/2015 | 37,610.66 | 2/20/2016 | 50,505.40 |
| 2/25/2012 | 77,611.78 | 3/2/2013 | 62,602.74 | 3/1/2014 | 57,744.78 | 2/28/2015 | 56,982.14 | 2/27/2016 | 52,426.86 |
| 3/3/2012 | 75,963.86 | 3/9/2013 | 59,213.26 | 3/8/2014 | 50,439.94 | 3/7/2015 | 43,750.42 | 3/5/2016 | 53,474.66 |
| 3/10/2012 | 76,808.62 | 3/16/2013 | 62,366.36 | 3/15/2014 | 54,414.66 | 3/14/2015 | 55,096.66 | 3/12/2016 | 51,447.02 |
| 3/17/2012 | 76,883.92 | 3/23/2013 | 59,841.02 | 3/22/2014 | 50,734.62 | 3/21/2015 | 53,081.08 | 3/19/2016 | 50,356.80 |
| 3/24/2012 | 72,108.36 | 3/30/2013 | 57,567.98 | 3/29/2014 | 51,174.60 | 3/28/2015 | 50,548.88 | 3/26/2016 | 52,217.46 |
| 3/31/2012 | 74,244.22 | 4/6/2013 | 63,108.84 | 4/5/2014 | 55,229.90 | 4/4/2015 | 51,713.78 | 4/2/2016 | 54,185.88 |
| 4/7/2012 | 75,382.98 | 4/13/2013 | 56,849.30 | 4/12/2014 | 48,653.18 | 4/11/2015 | 51,024.54 | 4/9/2016 | 49,690.04 |
| 4/14/2012 | 71,065.34 | 4/20/2013 | 55,432.12 | 4/19/2014 | 54,469.22 | 4/18/2015 | 49,338.10 | 4/16/2016 | 49,071.82 |
| 4/21/2012 | 68,055.08 | 4/27/2013 | 58,612.74 | 4/26/2014 | 51,637.18 | 4/25/2015 | 49,656.62 | 4/23/2016 | 49,485.78 |

| | | | | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 4/28/2012 | 72,880.66 | 5/4/2013 | 61,102.92 | 5/3/2014 | 54,757.72 | 5/2/2015 | 54,079.66 | 4/30/2016 | 50,872.46 |
| 5/5/2012 | 71,582.30 | 5/11/2013 | 57,428.70 | 5/10/2014 | 51,011.76 | 5/9/2015 | 50,062.82 | 5/7/2016 | 52,135.22 |
| 5/12/2012 | 63,357.92 | 5/18/2013 | 61,172.80 | 5/17/2014 | 51,148.34 | 5/16/2015 | 48,308.08 | 5/14/2016 | 51,441.84 |
| 5/19/2012 | 78,984.36 | 5/25/2013 | 57,131.24 | 5/24/2014 | 53,082.60 | 5/23/2015 | 47,705.92 | | |
| 5/26/2012 | 67,396.24 | 6/1/2013 | 65,920.66 | 5/31/2014 | 62,642.98 | 5/30/2015 | 58,258.10 | | |
| 6/2/2012 | 76,959.44 | 6/8/2013 | 55,233.74 | 6/7/2014 | 49,517.18 | 6/6/2015 | 53,927.82 | | |
| 6/9/2012 | 63,584.86 | 6/15/2013 | 54,067.52 | 6/14/2014 | 50,266.50 | 6/13/2015 | 50,110.84 | | |
| 6/16/2012 | 59,436.12 | 6/22/2013 | 54,690.28 | 6/21/2014 | 48,768.14 | 6/20/2015 | 47,109.22 | | |
| 6/23/2012 | 55,921.30 | 6/29/2013 | 55,991.38 | 6/28/2014 | 49,250.32 | 6/27/2015 | 55,325.14 | | |
| 6/30/2012 | 58,207.40 | 6/30/2013 | 11,509.54 | 6/30/2014 | 12,010.70 | 6/30/2015 | 16,018.68 | | |

4,124,906.80 **3,580,645.18** **3,261,565.02** **3,148,372.80** **2,845,430.38**

Table Game Revenue

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|-------------------|
| July/August, 2010 | 154,185.68 | July, 2011 | 141,718.01 | July, 2012 | 138,663.64 | July, 2013 | 99,274.36 |
| September, 2010 | 94,247.84 | August, 2011 | 137,473.92 | August, 2012 | 133,245.83 | August, 2013 | 111,427.75 |
| October, 2010 | 105,903.60 | September, 2011 | 110,375.25 | September, 2012 | 127,532.40 | September, 2013 | 80,857.74 |
| November, 2010 | 108,717.67 | October, 2011 | 124,273.94 | October, 2012 | 126,482.02 | October, 2013 | 81,066.09 |
| December, 2010 | 118,721.11 | November, 2011 | 121,118.87 | November, 2012 | 134,443.93 | November, 2013 | 79,853.94 |
| January, 2011 | 106,189.21 | December, 2011 | 140,509.93 | December, 2012 | 146,677.92 | December, 2013 | 79,617.31 |
| February, 2011 | 105,776.45 | January, 2012 | 137,812.68 | January, 2013 | 132,650.35 | January, 2014 | 75,093.81 |
| March, 2011 | 120,927.10 | February, 2012 | 142,770.01 | February, 2013 | 121,636.62 | February, 2014 | 75,170.90 |
| April, 2011 | 130,654.61 | March, 2012 | 151,845.46 | March, 2013 | 149,033.62 | March, 2014 | 78,201.51 |
| May, 2011 | 130,492.02 | April, 2012 | 127,862.26 | April, 2013 | 105,545.23 | April, 2014 | 72,380.72 |
| June, 2011 | 121,576.41 | May, 2012 | 137,905.13 | May, 2013 | 109,747.38 | May, 2014 | 93,191.89 |
| | | June, 2012 | 129,235.38 | June, 2013 | 104,803.37 | June, 2014 | 72,350.70 |
| Total 2010-2011 | 1,297,391.70 | Total 2011-2012 | 1,602,900.84 | Total 2012-2013 | 1,530,462.31 | Total 2013-2014 | 998,486.72 |

| Date | Amount | Date | Amount |
|------------------------|-------------------|------------------------|-------------------|
| July, 2014 | 78,639.07 | July, 2015 | 75,674.79 |
| August, 2014 | 84,726.51 | August, 2015 | 70,064.73 |
| September, 2014 | 71,967.51 | September, 2015 | 64,845.44 |
| October, 2014 | 66,257.02 | October, 2015 | 68,440.97 |
| November, 2014 | 71,046.66 | November, 2015 | 67,488.54 |
| December, 2014 | 76,797.24 | December, 2015 | 73,055.05 |
| January, 2015 | 73,346.66 | January, 2016 | 67,545.11 |
| February, 2015 | 66,262.78 | February, 2016 | 65,518.59 |
| March, 2015 | 73,747.70 | March, 2016 | 72,986.23 |
| April, 2015 | 76,343.68 | April, 2016 | 68,149.38 |
| May, 2015 | 78,424.23 | | |
| June, 2015 | 81,569.83 | | |
| Total 2014-2015 | 899,128.89 | Total 2015-2016 | 693,768.83 |

Table Game Revenue Distribution - Jefferson County School Board

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|
| July, 2011 | 425,154.03 | July, 2012 | 415,990.92 | July, 2013 | 297,823.08 | July, 2014 | 235,917.21 |
| August, 2011 | 412,421.76 | August, 2012 | 399,737.49 | August, 2013 | 334,283.25 | August, 2014 | 254,179.53 |
| September, 2011 | 331,125.75 | September, 2012 | 382,597.20 | September, 2013 | 242,573.22 | September, 2014 | 215,902.53 |
| October, 2011 | 372,821.82 | October, 2012 | 379,446.06 | October, 2013 | 243,198.27 | October, 2014 | 198,771.06 |
| November, 2011 | 363,356.61 | November, 2012 | 403,331.79 | November, 2013 | 239,561.82 | November, 2014 | 213,139.98 |
| December, 2011 | 421,529.79 | December, 2012 | 440,033.75 | December, 2013 | 238,851.93 | December, 2014 | 230,391.72 |
| January, 2012 | 413,438.04 | January, 2013 | 397,951.05 | January, 2014 | 225,281.43 | January, 2015 | 220,039.98 |
| February, 2012 | 428,310.03 | February, 2013 | 381,857.07 | February, 2014 | 225,512.70 | February, 2015 | 198,788.34 |
| March, 2012 | 455,536.38 | March, 2013 | 447,100.86 | March, 2014 | 234,604.53 | March, 2015 | 221,243.10 |
| April, 2012 | 383,586.78 | April, 2013 | 316,635.69 | April, 2014 | 217,142.18 | April, 2015 | 229,031.04 |
| May, 2012 | 413,715.39 | May, 2013 | 329,242.14 | May, 2014 | 279,575.67 | May, 2015 | 235,272.69 |
| June, 2012 | 387,706.12 | June, 2013 | 314,410.11 | June, 2014 | 217,052.10 | June, 2015 | 244,709.49 |
| Total 2011-2012 | 4,808,702.50 | Total 2012-2013 | 4,608,334.13 | Total 2013-2014 | 2,995,460.18 | Total 2014-2015 | 2,697,386.67 |

| Date | Amount |
|-----------------|------------|
| July, 2015 | 227,024.37 |
| August, 2015 | 210,194.19 |
| September, 2015 | 194,536.32 |
| October, 2015 | 205,322.91 |
| November, 2015 | 202,465.62 |
| December, 2015 | 219,165.15 |
| January, 2016 | 202,635.33 |
| February, 2016 | 196,555.77 |
| March, 2016 | 218,958.69 |
| April, 2016 | 204,448.14 |

| | |
|------------------------|---------------------|
| Total 2015-2016 | 2,081,306.49 |
|------------------------|---------------------|

**WEST VIRGINIA LOTTERY
WEEKLY SETTLEMENT FOR CHARLES TOWN**

| Week Ending Date | May 21, 2016 |
|--|----------------------------|
| To be Deposited on: | May 27, 2016 |
| Amount Played | 59,249,219.45 |
| Amount Won | 53,313,246.91 |
| Amount Promo | 334,670.00 |
| MWAP Contribution | <u>320.68</u> |
| Adjusted Gross Terminal Revenue | <u>5,600,981.86</u> |
| Administrative Costs @ 4% | 0.00 |
| Excess Lottery Fund @ 4% | <u>224,039.28</u> |
| Net Terminal Revenue | <u>5,376,942.58</u> |
| Surcharge @ 10% | 537,694.26 |
| State Share Excess @ 58% & 10% of 42% | 334,445.83 |
| Track Share of Capital Reinvestment @ 90% of 42% | <u>203,248.43</u> |
| <i>Track Share of Capital Reinvestment @ 96%</i> | <i>195,118.49</i> |
| <i>Track Share of Capital Reinvestment @ 4%</i> | <i>8,129.94</i> |
| Adjusted Net Terminal Revenue | <u>4,839,248.32</u> |
| Racetrack @ 46.50% / 42% | 2,032,484.29 |
| Lottery Fund @ 30% / 0% | 0.00 |
| Excess Lottery Fund @ 0% / 41% | 1,984,091.85 |
| Excess Lottery Fund @ 12.85% / 9.55% | 462,148.18 |
| Race Track Purses @ 90% of 7% / 4% | 174,212.94 |
| Employee Pension Fund @ 1% / .5% | 24,196.24 |
| Greyhound Development @ 90% of .75% | 32,664.93 |
| Thoroughbred Development @ 90% of .75% | 32,664.93 |
| County/Municipality @ 2% | <u>96,784.96</u> |
| | <u>4,839,248.32</u> |

WEST VIRGINIA LOTTERY
First Benchmark
Charles Town
County / City Split
Fiscal Year 2016

Charles Town
1999 Net Terminal Revenue \$ 45,603,174
Benchmark Goal @ 2% \$ 912,063.48

| DATE | 2% OF ADJ. NET REVENUE | TO JEFFERSON COUNTY | TO FIVE CITIES | BOLIVAR 7.93% | CHARLES TOWN 39.90% | HARPERS FERRY 2.17% | RANSON 33.68% | SHEPHERDS TOWN 16.32% |
|----------------------------|------------------------------|---------------------------|----------------------|------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 4 days ending: 07/04/15 | \$ 89,446.56 | \$ 89,446.56 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Week ending: | | | | | | | | |
| 07/11/15 | \$ 119,132.68 | \$ 119,132.68 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 07/18/15 | \$ 112,708.24 | \$ 112,708.24 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 07/25/15 | \$ 109,358.88 | \$ 109,358.88 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/01/15 | \$ 119,089.60 | \$ 119,089.60 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/08/15 | \$ 115,689.52 | \$ 115,689.52 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/15/15 | \$ 108,726.48 | \$ 108,728.48 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/22/15 | \$ 108,922.12 | \$ 108,922.12 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/29/15 | \$ 117,576.80 | \$ 73,285.10 | \$ 44,291.70 | \$ 3,512.33 | \$ 17,672.39 | \$ 961.13 | \$ 14,917.44 | \$ 7,228.41 |
| 09/05/15 | \$ 111,781.52 | \$ 55,890.76 | \$ 55,890.76 | \$ 4,432.14 | \$ 22,300.41 | \$ 1,212.83 | \$ 18,824.01 | \$ 9,121.37 |
| 09/12/15 | \$ 126,546.60 | \$ 63,273.30 | \$ 63,273.30 | \$ 5,017.57 | \$ 25,246.05 | \$ 1,373.03 | \$ 21,310.45 | \$ 10,326.20 |
| 09/19/15 | \$ 108,466.12 | \$ 54,233.06 | \$ 54,233.06 | \$ 4,300.68 | \$ 21,638.99 | \$ 1,176.86 | \$ 18,265.69 | \$ 8,850.84 |
| 09/26/15 | \$ 104,879.20 | \$ 52,439.60 | \$ 52,439.60 | \$ 4,158.46 | \$ 20,923.40 | \$ 1,137.94 | \$ 17,661.66 | \$ 8,558.14 |
| 10/03/15 | \$ 106,209.88 | \$ 53,104.94 | \$ 53,104.94 | \$ 4,211.22 | \$ 21,188.87 | \$ 1,152.38 | \$ 17,885.74 | \$ 8,668.73 |
| 10/10/15 | \$ 100,582.52 | \$ 50,291.26 | \$ 50,291.26 | \$ 3,988.10 | \$ 20,066.21 | \$ 1,091.32 | \$ 16,938.10 | \$ 8,207.53 |
| 10/17/15 | \$ 106,097.60 | \$ 53,048.80 | \$ 53,048.80 | \$ 4,206.77 | \$ 21,166.47 | \$ 1,151.16 | \$ 17,866.84 | \$ 8,657.56 |
| 10/24/15 | \$ 110,837.44 | \$ 55,418.72 | \$ 55,418.72 | \$ 4,394.70 | \$ 22,112.07 | \$ 1,202.59 | \$ 18,665.02 | \$ 9,044.34 |
| 10/31/15 | \$ 114,047.28 | \$ 57,023.64 | \$ 57,023.64 | \$ 4,521.98 | \$ 22,752.43 | \$ 1,237.41 | \$ 19,205.56 | \$ 9,306.26 |
| 11/07/15 | \$ 111,664.18 | \$ 55,832.08 | \$ 55,832.08 | \$ 4,427.48 | \$ 22,277.00 | \$ 1,211.56 | \$ 18,604.24 | \$ 9,111.80 |
| 11/14/15 | \$ 112,025.72 | \$ 56,012.86 | \$ 56,012.86 | \$ 4,441.82 | \$ 22,349.13 | \$ 1,215.48 | \$ 18,865.13 | \$ 9,141.30 |
| 11/21/15 | \$ 100,387.52 | \$ 50,193.76 | \$ 50,193.76 | \$ 3,980.37 | \$ 20,027.31 | \$ 1,089.20 | \$ 16,905.26 | \$ 8,191.62 |
| 11/28/15 | \$ 120,021.96 | \$ 60,010.98 | \$ 60,010.98 | \$ 4,758.87 | \$ 23,844.38 | \$ 1,302.24 | \$ 20,211.70 | \$ 9,793.79 |
| 12/05/15 | \$ 95,535.72 | \$ 47,787.86 | \$ 47,787.86 | \$ 3,787.99 | \$ 19,059.38 | \$ 1,038.56 | \$ 16,088.22 | \$ 7,795.71 |
| 12/12/15 | \$ 85,877.12 | \$ 42,938.56 | \$ 42,938.56 | \$ 3,405.03 | \$ 17,132.48 | \$ 931.77 | \$ 14,461.71 | \$ 7,007.57 |
| 12/19/15 | \$ 86,174.32 | \$ 43,087.16 | \$ 43,087.16 | \$ 3,416.81 | \$ 17,191.78 | \$ 934.99 | \$ 14,511.76 | \$ 7,031.82 |
| 12/26/15 | \$ 105,670.96 | \$ 52,835.48 | \$ 52,835.48 | \$ 4,189.85 | \$ 21,081.36 | \$ 1,146.53 | \$ 17,794.99 | \$ 8,622.75 |
| 01/02/16 | \$ 149,926.28 | \$ 74,963.14 | \$ 74,963.14 | \$ 5,944.58 | \$ 29,910.29 | \$ 1,628.70 | \$ 25,247.59 | \$ 12,233.98 |
| 01/09/16 | \$ 82,948.48 | \$ 41,474.24 | \$ 41,474.24 | \$ 3,288.91 | \$ 16,548.22 | \$ 899.99 | \$ 13,968.52 | \$ 6,768.60 |
| 01/16/16 | \$ 86,911.16 | \$ 43,455.58 | \$ 43,455.58 | \$ 3,446.03 | \$ 17,338.78 | \$ 942.98 | \$ 14,635.84 | \$ 7,091.95 |
| 01/23/16 | \$ 50,050.80 | \$ 25,025.40 | \$ 25,025.40 | \$ 1,984.51 | \$ 9,985.13 | \$ 543.05 | \$ 8,428.56 | \$ 4,084.15 |
| 01/30/16 | \$ 73,610.52 | \$ 36,805.26 | \$ 36,805.26 | \$ 2,918.66 | \$ 14,685.30 | \$ 798.67 | \$ 12,396.01 | \$ 6,006.62 |
| 02/06/16 | \$ 103,391.48 | \$ 51,695.74 | \$ 51,695.74 | \$ 4,099.47 | \$ 20,626.60 | \$ 1,121.80 | \$ 17,411.13 | \$ 8,436.74 |
| 02/13/16 | \$ 89,883.56 | \$ 44,941.78 | \$ 44,941.78 | \$ 3,563.88 | \$ 17,831.77 | \$ 975.24 | \$ 15,136.39 | \$ 7,334.50 |
| 02/20/16 | \$ 101,010.80 | \$ 50,505.40 | \$ 50,505.40 | \$ 4,005.08 | \$ 20,151.65 | \$ 1,095.97 | \$ 17,010.22 | \$ 8,242.48 |
| 02/27/16 | \$ 104,853.72 | \$ 52,426.86 | \$ 52,426.86 | \$ 4,157.45 | \$ 20,918.32 | \$ 1,137.66 | \$ 17,657.37 | \$ 8,556.06 |
| 03/05/16 | \$ 106,949.32 | \$ 53,474.66 | \$ 53,474.66 | \$ 4,240.54 | \$ 21,336.39 | \$ 1,160.40 | \$ 18,010.27 | \$ 8,727.08 |
| 03/12/16 | \$ 102,894.04 | \$ 51,447.02 | \$ 51,447.02 | \$ 4,079.75 | \$ 20,527.36 | \$ 1,116.40 | \$ 17,327.36 | \$ 8,396.15 |
| 03/19/16 | \$ 100,713.60 | \$ 50,356.80 | \$ 50,356.80 | \$ 3,993.30 | \$ 20,092.36 | \$ 1,092.74 | \$ 16,960.17 | \$ 8,218.23 |
| 03/26/16 | \$ 104,434.92 | \$ 52,217.46 | \$ 52,217.46 | \$ 4,140.84 | \$ 20,834.77 | \$ 1,133.12 | \$ 17,586.84 | \$ 8,521.89 |
| 04/02/16 | \$ 108,371.76 | \$ 54,185.88 | \$ 54,185.88 | \$ 4,296.94 | \$ 21,620.17 | \$ 1,175.83 | \$ 18,249.80 | \$ 8,843.14 |
| 04/09/16 | \$ 99,380.08 | \$ 49,690.04 | \$ 49,690.04 | \$ 3,940.42 | \$ 19,826.33 | \$ 1,078.27 | \$ 16,735.61 | \$ 8,109.41 |
| 04/16/16 | \$ 98,143.64 | \$ 49,071.82 | \$ 49,071.82 | \$ 3,891.39 | \$ 19,579.66 | \$ 1,064.86 | \$ 16,527.39 | \$ 8,008.52 |
| 04/23/16 | \$ 98,971.56 | \$ 49,485.78 | \$ 49,485.78 | \$ 3,924.22 | \$ 19,744.83 | \$ 1,073.84 | \$ 16,666.81 | \$ 8,076.08 |
| 04/30/16 | \$ 101,744.92 | \$ 50,872.46 | \$ 50,872.46 | \$ 4,034.19 | \$ 20,298.11 | \$ 1,103.93 | \$ 17,133.84 | \$ 8,302.39 |
| 05/07/16 | \$ 104,270.44 | \$ 52,135.22 | \$ 52,135.22 | \$ 4,134.32 | \$ 20,801.95 | \$ 1,131.34 | \$ 17,559.14 | \$ 8,508.47 |
| 05/14/16 | \$ 102,883.68 | \$ 51,441.84 | \$ 51,441.84 | \$ 4,079.34 | \$ 20,525.29 | \$ 1,116.29 | \$ 17,325.61 | \$ 8,395.31 |
| 05/21/16 | \$ 96,784.96 | \$ 48,392.48 | \$ 48,392.48 | \$ 3,837.52 | \$ 19,308.60 | \$ 1,050.12 | \$ 16,298.59 | \$ 7,897.65 |
| Subtotal | \$ 4,875,582.24 | \$ 2,893,822.86 | \$ 1,981,759.38 | \$ 157,153.51 | \$ 790,721.99 | \$ 43,004.18 | \$ 667,456.58 | \$ 323,423.12 |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

| FY 2012 | | FY 2013 | | FY 2014 | | FY 2015 | | FY 2016 | |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Date | Amount | Date | Amount | Date | Amount | Date | Amount | Date | Amount |
| 7/1-2/2011 | 69,824.12 | 7/7/2012 | 161,637.92 | 7/6/2013 | 123,196.88 | 7/5/2014 | 106,819.12 | 7/4/2015 | 89,446.56 |
| 7/9/2011 | 171,717.28 | 7/14/2012 | 129,458.04 | 7/13/2013 | 128,060.40 | 7/12/2014 | 111,792.16 | 7/11/2015 | 119,132.68 |
| 7/16/2011 | 143,019.52 | 7/21/2012 | 130,037.00 | 7/20/2013 | 115,128.84 | 7/19/2014 | 116,320.32 | 7/18/2015 | 112,706.24 |
| 7/23/2011 | 146,508.00 | 7/28/2012 | 137,164.44 | 7/27/2013 | 123,049.56 | 7/26/2014 | 112,502.48 | 7/25/2015 | 109,356.88 |
| 7/30/2011 | 144,510.28 | 8/4/2012 | 132,931.16 | 8/3/2013 | 116,180.80 | 8/2/2014 | 117,145.12 | 8/1/2015 | 119,089.60 |
| 8/6/2011 | 151,495.28 | 8/11/2012 | 134,212.88 | 8/10/2013 | 120,078.64 | 8/9/2014 | 114,374.60 | 8/8/2015 | 115,689.52 |
| 8/13/2011 | 117,350.38 | 8/18/2012 | 110,241.90 | 8/17/2013 | 124,888.56 | 8/16/2014 | 114,105.32 | 8/15/2015 | 108,726.48 |
| 8/20/2011 | 71,614.12 | 8/25/2012 | 66,209.90 | 8/24/2013 | 89,882.12 | 8/23/2014 | 116,097.04 | 8/22/2015 | 108,922.12 |
| 8/27/2011 | 63,422.14 | 9/1/2012 | 67,133.42 | 8/31/2013 | 58,913.18 | 8/30/2014 | 60,280.02 | 8/29/2015 | 73,285.10 |
| 9/3/2011 | 80,837.76 | 9/8/2012 | 74,029.40 | 9/7/2013 | 67,758.74 | 9/6/2014 | 61,420.28 | 9/5/2015 | 55,890.76 |
| 9/10/2011 | 84,845.80 | 9/15/2012 | 61,838.04 | 9/14/2013 | 53,374.22 | 9/13/2014 | 51,364.96 | 9/12/2015 | 63,273.30 |
| 9/17/2011 | 66,748.62 | 9/22/2012 | 56,996.90 | 9/21/2013 | 54,277.94 | 9/20/2014 | 50,664.54 | 9/19/2015 | 54,233.06 |
| 9/24/2011 | 68,929.80 | 9/29/2012 | 61,611.40 | 9/28/2013 | 54,881.50 | 9/27/2014 | 50,127.22 | 9/26/2015 | 52,439.60 |
| 10/1/2011 | 68,871.64 | 10/6/2012 | 62,715.20 | 10/5/2013 | 55,950.74 | 10/4/2014 | 53,531.28 | 10/3/2015 | 53,104.94 |
| 10/8/2011 | 70,866.90 | 10/13/2012 | 60,710.18 | 10/12/2013 | 55,837.92 | 10/11/2014 | 51,127.00 | 10/10/2015 | 50,291.26 |
| 10/15/2011 | 75,262.66 | 10/20/2012 | 62,333.08 | 10/19/2013 | 61,327.20 | 10/18/2014 | 56,414.64 | 10/17/2015 | 53,048.80 |
| 10/22/2011 | 68,757.72 | 10/27/2012 | 58,073.54 | 10/26/2013 | 52,854.06 | 10/25/2014 | 49,890.20 | 10/24/2015 | 55,418.72 |
| 10/29/2011 | 60,507.98 | 11/3/2012 | 56,545.30 | 11/2/2013 | 57,543.54 | 11/1/2014 | 52,242.34 | 10/31/2015 | 57,023.64 |
| 11/5/2011 | 70,673.88 | 11/10/2012 | 56,110.96 | 11/9/2013 | 54,666.76 | 11/8/2014 | 52,819.26 | 11/7/2015 | 55,832.08 |
| 11/12/2011 | 67,627.10 | 11/17/2012 | 57,432.36 | 11/16/2013 | 56,495.96 | 11/15/2014 | 51,810.32 | 11/14/2015 | 56,012.86 |
| 11/19/2011 | 60,690.60 | 11/24/2012 | 65,888.86 | 11/23/2013 | 48,628.62 | 11/22/2014 | 46,228.62 | 11/21/2015 | 50,193.76 |
| 11/26/2011 | 74,140.54 | 12/1/2012 | 50,243.34 | 11/30/2013 | 59,645.66 | 11/29/2014 | 55,593.44 | 11/28/2015 | 60,010.98 |
| 12/3/2011 | 59,429.94 | 12/8/2012 | 50,770.96 | 12/7/2013 | 47,306.24 | 12/6/2014 | 46,792.50 | 12/5/2015 | 47,767.86 |
| 12/10/2011 | 51,395.44 | 12/15/2012 | 47,022.38 | 12/14/2013 | 29,229.02 | 12/13/2014 | 40,904.98 | 12/12/2015 | 42,938.56 |
| 12/17/2011 | 55,981.32 | 12/22/2012 | 46,838.96 | 12/21/2013 | 44,581.02 | 12/20/2014 | 41,600.84 | 12/19/2015 | 43,087.16 |
| 12/24/2011 | 54,248.62 | 12/29/2012 | 59,697.22 | 12/28/2013 | 62,117.14 | 12/27/2014 | 58,114.68 | 12/26/2015 | 52,835.48 |
| 12/31/2011 | 94,661.00 | 1/5/2013 | 71,673.52 | 1/4/2014 | 62,963.88 | 1/3/2015 | 68,277.28 | 1/2/2016 | 74,963.14 |
| 1/7/2012 | 74,883.40 | 1/12/2013 | 50,416.30 | 1/11/2014 | 37,935.94 | 1/10/2015 | 37,099.34 | 1/9/2016 | 41,474.24 |
| 1/14/2012 | 58,901.92 | 1/19/2013 | 51,211.88 | 1/18/2014 | 49,418.64 | 1/17/2015 | 43,217.36 | 1/16/2016 | 43,455.58 |
| 1/21/2012 | 61,819.92 | 1/26/2013 | 46,966.26 | 1/25/2014 | 42,720.80 | 1/24/2015 | 41,212.80 | 1/23/2016 | 25,025.40 |
| 1/28/2012 | 62,898.78 | 2/2/2013 | 52,067.92 | 2/1/2014 | 47,681.60 | 1/31/2015 | 42,783.32 | 1/30/2016 | 36,805.26 |
| 2/4/2012 | 72,154.66 | 2/9/2013 | 52,222.20 | 2/8/2014 | 45,434.52 | 2/7/2015 | 47,859.18 | 2/4/2016 | 51,695.74 |
| 2/11/2012 | 66,429.04 | 2/16/2013 | 64,243.52 | 2/15/2014 | 41,076.08 | 2/14/2015 | 48,131.08 | 2/13/2016 | 44,941.78 |
| 2/18/2012 | 77,455.88 | 2/23/2013 | 64,115.70 | 2/22/2014 | 61,523.98 | 2/21/2015 | 37,610.66 | 2/20/2016 | 50,505.40 |
| 2/25/2012 | 77,611.78 | 3/2/2013 | 62,602.74 | 3/1/2014 | 57,744.78 | 2/28/2015 | 56,982.14 | 2/27/2016 | 52,426.86 |
| 3/3/2012 | 75,963.86 | 3/9/2013 | 59,213.26 | 3/8/2014 | 50,439.94 | 3/7/2015 | 43,750.42 | 3/5/2016 | 53,474.66 |
| 3/10/2012 | 76,808.62 | 3/16/2013 | 62,366.36 | 3/15/2014 | 54,414.66 | 3/14/2015 | 55,096.66 | 3/12/2016 | 51,447.02 |
| 3/17/2012 | 76,883.92 | 3/23/2013 | 59,841.02 | 3/22/2014 | 50,734.62 | 3/21/2015 | 53,081.08 | 3/19/2016 | 50,356.80 |
| 3/24/2012 | 72,108.36 | 3/30/2013 | 57,567.98 | 3/29/2014 | 51,174.60 | 3/28/2015 | 50,548.88 | 3/26/2016 | 52,217.46 |
| 3/31/2012 | 74,244.22 | 4/6/2013 | 63,108.84 | 4/5/2014 | 55,229.90 | 4/4/2015 | 51,713.78 | 4/2/2016 | 54,185.88 |
| 4/7/2012 | 75,382.98 | 4/13/2013 | 56,849.30 | 4/12/2014 | 48,653.18 | 4/11/2015 | 51,024.54 | 4/9/2016 | 49,690.04 |
| 4/14/2012 | 71,065.34 | 4/20/2013 | 55,432.12 | 4/19/2014 | 54,469.22 | 4/18/2015 | 49,338.10 | 4/16/2016 | 49,071.82 |
| 4/21/2012 | 68,055.08 | 4/27/2013 | 58,612.74 | 4/26/2014 | 51,637.18 | 4/25/2015 | 49,656.62 | 4/23/2016 | 49,485.78 |

Table Game Revenue

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|-------------------|
| July/August, 2010 | 154,185.68 | July, 2011 | 141,718.01 | July, 2012 | 138,663.64 | July, 2013 | 99,274.36 |
| September, 2010 | 94,247.84 | August, 2011 | 137,473.92 | August, 2012 | 133,245.83 | August, 2013 | 111,427.75 |
| October, 2010 | 105,903.60 | September, 2011 | 110,375.25 | September, 2012 | 127,532.40 | September, 2013 | 80,857.74 |
| November, 2010 | 108,717.67 | October, 2011 | 124,273.94 | October, 2012 | 126,482.02 | October, 2013 | 81,066.09 |
| December, 2010 | 118,721.11 | November, 2011 | 121,118.87 | November, 2012 | 134,443.93 | November, 2013 | 79,853.94 |
| January, 2011 | 106,189.21 | December, 2011 | 140,509.93 | December, 2012 | 146,677.92 | December, 2013 | 79,617.31 |
| February, 2011 | 105,776.45 | January, 2012 | 137,812.68 | January, 2013 | 132,650.35 | January, 2014 | 75,093.81 |
| March, 2011 | 120,927.10 | February, 2012 | 142,770.01 | February, 2013 | 121,636.62 | February, 2014 | 75,170.90 |
| April, 2011 | 130,654.61 | March, 2012 | 151,845.46 | March, 2013 | 149,033.62 | March, 2014 | 78,201.51 |
| May, 2011 | 130,492.02 | April, 2012 | 127,862.26 | April, 2013 | 105,545.23 | April, 2014 | 72,380.72 |
| June, 2011 | 121,576.41 | May, 2012 | 137,905.13 | May, 2013 | 109,747.38 | May, 2014 | 93,191.89 |
| | | June, 2012 | 129,235.38 | June, 2013 | 104,803.37 | June, 2014 | 72,350.70 |
| Total 2010-2011 | 1,297,391.70 | Total 2011-2012 | 1,602,900.84 | Total 2012-2013 | 1,530,462.31 | Total 2013-2014 | 998,486.72 |

| Date | Amount | Date | Amount |
|------------------------|-------------------|------------------------|-------------------|
| July, 2014 | 78,639.07 | July, 2015 | 75,674.79 |
| August, 2014 | 84,726.51 | August, 2015 | 70,064.73 |
| September, 2014 | 71,967.51 | September, 2015 | 64,845.44 |
| October, 2014 | 66,257.02 | October, 2015 | 68,440.97 |
| November, 2014 | 71,046.66 | November, 2015 | 67,488.54 |
| December, 2014 | 76,797.24 | December, 2015 | 73,055.05 |
| January, 2015 | 73,346.66 | January, 2016 | 67,545.11 |
| February, 2015 | 66,262.78 | February, 2016 | 65,518.59 |
| March, 2015 | 73,747.70 | March, 2016 | 72,986.23 |
| April, 2015 | 76,343.68 | April, 2016 | 68,149.38 |
| May, 2015 | 78,424.23 | | |
| June, 2015 | 81,569.83 | | |
| Total 2014-2015 | 899,128.89 | Total 2015-2016 | 693,768.83 |

Table Game Revenue Distribution - Jefferson County School Board

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|
| July, 2011 | 425,154.03 | July, 2012 | 415,990.92 | July, 2013 | 297,823.08 | July, 2014 | 235,917.21 |
| August, 2011 | 412,421.76 | August, 2012 | 399,737.49 | August, 2013 | 334,283.25 | August, 2014 | 254,179.53 |
| September, 2011 | 331,125.75 | September, 2012 | 382,597.20 | September, 2013 | 242,573.22 | September, 2014 | 215,902.53 |
| October, 2011 | 372,821.82 | October, 2012 | 379,446.06 | October, 2013 | 243,198.27 | October, 2014 | 198,771.06 |
| November, 2011 | 363,356.61 | November, 2012 | 403,331.79 | November, 2013 | 239,561.82 | November, 2014 | 213,139.98 |
| December, 2011 | 421,529.79 | December, 2012 | 440,033.75 | December, 2013 | 238,851.93 | December, 2014 | 230,391.72 |
| January, 2012 | 413,438.04 | January, 2013 | 397,951.05 | January, 2014 | 225,281.43 | January, 2015 | 220,039.98 |
| February, 2012 | 428,310.03 | February, 2013 | 381,857.07 | February, 2014 | 225,512.70 | February, 2015 | 198,788.34 |
| March, 2012 | 455,536.38 | March, 2013 | 447,100.86 | March, 2014 | 234,604.53 | March, 2015 | 221,243.10 |
| April, 2012 | 383,586.78 | April, 2013 | 316,635.69 | April, 2014 | 217,142.18 | April, 2015 | 229,031.04 |
| May, 2012 | 413,715.39 | May, 2013 | 329,242.14 | May, 2014 | 279,575.67 | May, 2015 | 235,272.69 |
| June, 2012 | 387,706.12 | June, 2013 | 314,410.11 | June, 2014 | 217,052.10 | June, 2015 | 244,709.49 |
| Total 2011-2012 | 4,808,702.50 | Total 2012-2013 | 4,608,334.13 | Total 2013-2014 | 2,995,460.18 | Total 2014-2015 | 2,697,386.67 |

| Date | Amount |
|-----------------|------------|
| July, 2015 | 227,024.37 |
| August, 2015 | 210,194.19 |
| September, 2015 | 194,536.32 |
| October, 2015 | 205,322.91 |
| November, 2015 | 202,465.62 |
| December, 2015 | 219,165.15 |
| January, 2016 | 202,635.33 |
| February, 2016 | 196,555.77 |
| March, 2016 | 218,958.69 |
| April, 2016 | 204,448.14 |

Total 2015-2016 2,081,306.49