

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, DECEMBER 15, 2016

10:30 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

- December 1, 2016 Regular Meeting

APPROVAL OF PURCHASE ORDERS

- December 15, 2016

APPROVAL OF ACCOUNTS PAYABLE/MANUAL CHECKS

- December 8, 2016
- December 15, 2016

APPROVAL OF PAYROLL

- December 1, 2016

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 10:45 a.m. Emily Wells, West Virginia University Extension Service
- Request to Reclassify WVU Extension Service County Employee -
Discussion/Action
2. 11:00 a.m. Public Hearing - Closure of Alley in Shepherdstown District - Petition for
Closing Unused Roads, Streets and Travel Ways

3. 11:15 a.m. Peter Dougherty, Sheriff
 - Bailiff, Trip Guard, and Special Deputies Additions - Discussion/Action
 - Transfer Title of 2004 Jeep Cherokee to JCESA - Discussion/Action
 - Addition of New Reserve Deputies - Discussion/Action
 - Approval of additional position, vehicle, and corresponding budget revision associated with the Bolivar Intergovernmental Agreement - Discussion/Action

4. 11:30 a.m. Daniel Zappe, Resident
 - Review wavier of fee for subdivision - Discussion/Action

5. 11:45 a.m. Roger Goodwin, Chief County Engineer
 - Request to call Letter of Credits due to expire January 15, 2017 - Discussion/Action
 - Complete Construction Bond Release for Daniel G. McGinn/McGinn and Company - Burr Business Park Lot 11 (File #S15-08) - Discussion/Action
 - Complete Construction Bond Release for McGee Civil Construction, LLC Burr Business Park Lot 40 (File #S15-07) - Discussion/Action

6. 12:00 p.m. **BREAK**

7. 12:10 p.m. Bill Polk, Director of Maintenance
 - 3rd Floor Judicial Center Remodel - Update & Elevator Quote - Discussion/Action

8. 12:15 p.m. Barbara J. Miller, Director - Jefferson County Homeland Security and Emergency Management
 - Approval of Emergency Management Performance Grant (EMPG) Application - Discussion/Action
 - Approval of the 2016 Jefferson County Emergency Operations Plan - Discussion/Action
 - Recommendation from JCHSEM Steering Committee for appointments/reappointments to the JCHSEM Steering Committee - Discussion/Action
 - Reminder that all County Commissioners and County Administrator staff need to complete NIMS On-line Training (National Incident Management Training) Courses IS-700 and IS-100 to be in compliance with grant applications

9. 12:30 p.m. Jeff Polczynski, Director of Communications
 - Appointment Request for Full-Time Public Safety Dispatcher - Discussion/Action

NEW BUSINESS

10. Approval of the WV Courthouse Facilities Improvement Authority Grant Contract - Discussion/Action
11. Appointment to the Jefferson County Community Criminal Justice Board - five unexpired terms ending July 3, 2017 - Discussion/Action
12. Appointment to the Jefferson County Board of Zoning Appeals - one unexpired term ending January 1, 2018 - Discussion/Action
13. Discuss sending a letter to Harpers Ferry Town Council to offer support of the Amendment to the Zoning Ordinance to allow for the Promontory Overlay District - Discussion/Action (PN)
14. Discuss Jefferson Utilities' request to purchase the Jefferson County Public Service District's Westridge Hills well - Discussion/Action (JT)
15. Decision on the proposed redline edits to the Jefferson County Zoning Ordinance (File #ZTA16-01) to amend various sections of the Zoning and Land Development Ordinance to replace the current nontraditional zoning ordinance with a traditional zoning ordinance by eliminating DRS/LESA CUP Process (Articles 6 and 7) and replace it with a traditional Principal Permitted and Conditional Use Process. The proposed text amendment also includes a recommendation to increase the density provisions of the Rural Zoning Cluster Development in Section 5.7; and proposes amending various sections related to rural land use throughout the Ordinance - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Update on State Fire Commission
- Retention of expert witness in Civil Action 11-C-325 - Discussion/Action

COUNTY COMMISSION REPORTS

16. **ADJOURN**

CORRESPONDENCE/INFORMATION

Notice of Office Closure for the Christmas holiday.

Notice of Office Closure for the New Year's holiday.

Jefferson County Commission 2017 Holiday Schedule

Impact Fee Status Report - November 2016.

Memo from the Jefferson County Engineering Department, Office of Impact Fees re: Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.

Memo from the Jefferson County Engineering Department, Office of Impact Fees re: Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.

Memo from the Jefferson County Engineering Department, Office of Impact Fees re: Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks and Recreation Impact Fee Account.

Memo from the Jefferson County Engineering Department, Office of Impact Fees re: Transfer of Funds from Office of Impact Fees General Account to Sheriff's EMS Impact Fee Account.

WV Lottery Weekly Settlement for Charles Town - week ending November 26, 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.

Minutes

Jefferson County Commission

Thursday, December 1, 2016

A meeting of the Jefferson County Commission was held on Thursday, December 1, 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 Dale Manuel, Patricia Noland, Peter Onoszko, 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, December 1, 2016 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Onoszko led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Tabb to approve the November 14, 2016 General Election Canvass Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Manuel to approve the November 17, 2016 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Ms. Tabb to approve the November 21, 2016 Certification of the General Election Results as presented. Motion seconded and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Noland to approve the Purchase Orders for December 1, 2016 to include Purchase Order No. 52337 in the amount of \$45,480.00. Motion seconded and unanimously approved.

PAYROLL APPROVAL

Motion by Ms. Tabb to approve the Payroll for November 17, 2016 in the amount of \$260,460.71. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
					\$	\$
077424	428	ACCURATE SYSTEMS INC		\$ -	4,200.00	4,200.00
					\$	\$
077425	402	APPLE VALLEY OFF.PRODUCT		\$ -	274.59	274.59
					\$	\$
077426	424	BOLAND SERVICES		\$ -	270.00	270.00
					\$	\$
077426	425	BOLAND SERVICES		\$ -	166.00	166.00
					\$	\$
077426	425	BOLAND SERVICES		\$ -	125.00	125.00
					\$	\$
077426	425	BOLAND SERVICES		\$ -	136.00	136.00
					\$	\$
077426	425	BOLAND SERVICES		\$ -	898.00	898.00
					\$	\$
077427	402	CTWV-APA CHARLES TOWN AP		\$ -	35.00	35.00
					\$	\$
077428	405	NATHAN COCHRAN		\$ -	329.40	329.40
					\$	\$
077429	424	J.C.EHRLICH		\$ -	31.00	31.00
					\$	\$
077429	425	J.C.EHRLICH		\$ -	615.00	615.00
					\$	\$
077430	712	EASTERN PANHANDLE		\$ -	600.00	600.00
					\$	\$
077430	712	EASTERN PANHANDLE		\$ -	1,025.70	1,025.70
					\$	\$
077431	425	FIDELITY POWER SYSTEMS		\$ -	577.99	577.99
					\$	\$
077432	717	FLEETPRIDE		\$ -	52.56	52.56
					\$	\$
077433	415	GENERAL COUNTY FUND-J FE		\$ -	12,300.16	12,300.16
					\$	\$
077434	717	GUTTMAN OIL CO		\$ -	2,490.96	2,490.96
					\$	\$
077434	717	GUTTMAN OIL CO		\$ -	2,523.97	2,523.97
					\$	\$
077434	717	GUTTMAN OIL CO		\$ -	2,228.69	2,228.69
					\$	\$
077434	717	GUTTMAN OIL CO		\$ -	2,481.68	2,481.68
					\$	\$
077435	402	THE SPIRIT OF JEFFERSON		\$ -	77.63	77.63

077436	424	THE JOURNAL		\$ -	\$ 208.00	\$ 208.00
077437	712	ROBERT E. JONES III		\$ -	\$ 1,000.00	\$ 1,000.00
077438	712	MOTOROLA INC		\$ -	\$ 32,465.88	\$ 32,465.88
077439	711	BARBARA J. MILLER		\$ -	\$ 162.00	\$ 162.00
077439	711	BARBARA J. MILLER		\$ -	\$ 51.00	\$ 51.00
077440	425	MILLER'S SUPPLIES AT WOR		\$ -	\$ 1,965.00	\$ 1,965.00
077440	425	MILLER'S SUPPLIES AT WOR		\$ -	\$ 189.95	\$ 189.95
077440	425	MILLER'S SUPPLIES AT WOR		\$ -	\$ 251.00	\$ 251.00
077440	425	MILLER'S SUPPLIES AT WOR		\$ -	\$ 251.00	\$ 251.00
077441	401	PATRICIA A NOLAND		\$ -	\$ 305.64	\$ 305.64
077442	428	OFFICEMAX		\$ -	\$ 606.35	\$ 606.35
077442	428	OFFICEMAX		\$ -	\$ 148.92	\$ 148.92
077443	425	POTOMAC EDISON/OH		\$ -	\$ 36.58	\$ 36.58
077443	425	POTOMAC EDISON/OH		\$ -	\$ 562.79	\$ 562.79
077443	425	POTOMAC EDISON/OH		\$ -	\$ 8,241.92	\$ 8,241.92
077444	402	RECORD MANAGEMENT SOLUTN		\$ -	\$ 35.00	\$ 35.00
077444	403	RECORD MANAGEMENT SOLUTN		\$ -	\$ 30.00	\$ 30.00
077445	401	RICOH USA, INC./GA		\$ -	\$ 252.73	\$ 252.73
077445	403	RICOH USA, INC./GA		\$ -	\$ 287.58	\$ 287.58
077445	404	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
077445	405	RICOH USA, INC./GA		\$ -	\$ 423.90	\$ 423.90
077445	406	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
077445	425	RICOH USA, INC./GA		\$ -	\$ 48.10	\$ 48.10
077445	440	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
077445	440	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
077445	700	RICOH USA, INC./GA		\$ -	\$ 295.90	\$ 295.90
077445	712	RICOH USA, INC./GA		\$ -	\$ 267.08	\$ 267.08
077446	717	RICE TIRES CO		\$ -	\$ 479.92	\$ 479.92

077447	404	SPECIALTY BUS SUPPLIES		\$ -	\$ 755.70	\$ 755.70
077448	704	WV REGIONAL JAIL &		\$ -	\$ 125,553.50	\$ 125,553.50
077449	401	SANDRA MCDONALD		\$ -	\$ 63.00	\$ 63.00
077450	GRANT	MARY SELL		\$ -	\$ 142.48	\$ 142.48
077451	711	WV EMER MANAGMENT COUNCI		\$ -	\$ 75.00	\$ 75.00
077452	428	WVNET		\$ -	\$ 200.00	\$ 200.00
077453	402	W.B. MASON CO. INC		\$ -	\$ 54.98	\$ 54.98
TOTAL					\$ 207,492.85	\$ 207,492.85

Motion by Ms. Tabb to approve the Accounts Payable for November 22, 2016 in the amount of \$207,492.85. Motion seconded and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
077456	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
077457	PAYROLL	BUREAU F/CHILD SPRT ENF		\$ -	\$ 212.31	\$ 212.31
077458	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
077459	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 119.54	\$ 119.54
077460	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 392.31	\$ 392.31
077461	404	CASTO & HARRIS INC		\$ -	\$ 711.92	\$ 711.92
077461	413	CASTO & HARRIS INC		\$ -	\$ 1,398.55	\$ 1,398.55
077462	405	MARCIA LYNN CHANDLER		\$ -	\$ 431.65	\$ 431.65
077462	405	MARCIA LYNN CHANDLER		\$ -	\$ 87.00	\$ 87.00
077463	425	OLD CHARLES TOWN LIBRARY		\$ -	\$ 1,500.00	\$ 1,500.00
077464	428	CREATIVE FORMS & CONCEPT		\$ -	\$ 561.25	\$ 561.25
077465	413	DODSON'S SEPTIC		\$ -	\$ 200.00	\$ 200.00
077466	413	ESS ELECTION SYSTEMS &		\$ -	\$ 2,122.11	\$ 2,122.11
077467	PAYROLL	ALEXANDRA BEAULIEU		\$ -	\$ 1,009.39	\$ 1,009.39
077468	401	FEDEX		\$ -	\$ 158.83	\$ 158.83
077468	700	FEDEX		\$ -	\$ 33.04	\$ 33.04
077469	PAYROLL	SHAYNA MASON		\$ -	\$ 2,250.00	\$ 2,250.00
077470	424	MEGAN FARIAS		\$ -	\$ 87.96	\$ 87.96
077471	PAYROLL	ROGER GOODWIN		\$ -	\$ 65.81	\$ 65.81
077472	412	GREATAMERICA FINANCL SVC		\$ -	\$ 315.64	\$ 315.64
077473	440	GEOCONCEPTS ENGINEERING		\$ -	\$ 1,075.20	\$ 1,075.20

077473	440	GEOCONCEPTS ENGINEERING	\$ -	\$ 3,944.68	\$ 3,944.68
077474	PAYROLL	JAMES P HAYDEN	\$ -	\$ 2,250.00	\$ 2,250.00
077475	PAYROLL	JERRI HERBERT	\$ -	\$ 126.82	\$ 126.82
077476	413	THE SPIRIT OF JEFFERSON	\$ -	\$ 3,294.18	\$ 3,294.18
077477	PAYROLL	JEFFERSON SECURITY BANK	\$ -	\$ 5,720.00	\$ 5,720.00
077478	424	DAVIDE TYLER KEMP	\$ -	\$ 49.99	\$ 49.99
077479	440	KABLE EXCAVATING, LLC	\$ -	\$ 5,200.00	\$ 5,200.00
077480	712	LANGUAGE LINE SERVICES	\$ -	\$ 101.11	\$ 101.11
077481	PAYROLL	DENISE LAMBIOTTE	\$ -	\$ 799.95	\$ 799.95
077482	405	MATTHEW BENDER & CO	\$ -	\$ 118.43	\$ 118.43
077482	405	MATTHEW BENDER & CO	\$ -	\$ 537.61	\$ 537.61
077483	PAYROLL	HELEN M. MORRIS, TRUSTEE	\$ -	\$ 415.00	\$ 415.00
077484	413	MONACO TECHNOLOGY	\$ -	\$ 1,575.00	\$ 1,575.00
077485	PAYROLL	MILLENIUUM INSURANCE GROU	\$ -	\$ 750.00	\$ 750.00
077486	PAYROLL	NATIONWIDE RETIREMENT	\$ -	\$ 749.00	\$ 749.00
077487	PAYROLL	SHERIFF OF JEFFERSON CO	\$ -	\$ 47,354.52	\$ 47,354.52
077487	PAYROLL	SHERIFF OF JEFFERSON CO	\$ -	\$ 11,074.80	\$ 11,074.80
077487	PAYROLL	SHERIFF OF JEFFERSON CO	\$ -	\$ 47,457.15	\$ 47,457.15
077488	PAYROLL	EVELYN STEPHENSON	\$ -	\$ 551.03	\$ 551.03
077489	PAYROLL	SHERIFF OF JEFFERSON CO	\$ -	\$ 2,870.00	\$ 2,870.00
077490	405	THOMSON REUTER - WEST	\$ -	\$ 808.75	\$ 808.75
077491	413	LOCKE WYSONG	\$ -	\$ 10.80	\$ 10.80
077492	PAYROLL	WV COUNTIES GROUP	\$ -	\$153,738.00	\$ 153,738.00
077493	PAYROLL	LISA WALTERS	\$ -	\$ 372.57	\$ 372.57
077494	413	JEAN L ROBERTS	\$ -	\$ 8.64	\$ 8.64
077495	413	TARA M.MORGAN	\$ -	\$ 16.20	\$ 16.20
077496	413	JAMES EDDY	\$ -	\$ 17.28	\$ 17.28
077497	413	NORA DRISH	\$ -	\$ 24.30	\$ 24.30
077498	413	CHERYL HUFF	\$ -	\$ 13.50	\$ 13.50
077499	413	MARY R. RING	\$ -	\$ 22.68	\$ 22.68
077500	413	VIVIAN HENRY	\$ -	\$ 10.80	\$ 10.80
077501	413	GARY HENRY	\$ -	\$ 8.10	\$ 8.10
077502	413	TIMOTHY COLLINS	\$ -	\$ 37.80	\$ 37.80
077503	413	STEVEN CROWE	\$ -	\$ 16.20	\$ 16.20
077504	413	ROBERT TRAINOR	\$ -	\$ 5.40	\$ 5.40
077505	413	ANITA FLESHMAN	\$ -	\$ 18.36	\$ 18.36
077506	413	TODD BALDAU	\$ -	\$ 10.80	\$ 10.80
077507	413	ROBERT GRAF SR.	\$ -	\$ 19.44	\$ 19.44
077508	413	ELIZABETH COYLE	\$ -	\$ 18.90	\$ 18.90
077509	413	PAMELA CARROLL	\$ -	\$ 25.92	\$ 25.92

077510	413	MARTY FREEMAN		\$ -	\$ 10.80	\$ 10.80
077511	413	JENNIFER SCHULTZ		\$ -	\$ 23.22	\$ 23.22
077512	413	JENNIFER COGLE		\$ -	\$ 8.64	\$ 8.64
077513	413	ANGELA BREEDEN		\$ -	\$ 17.28	\$ 17.28
077514	413	AMY SILVER		\$ -	\$ 32.40	\$ 32.40
077515	413	TERESA FORSYTH		\$ -	\$ 7.02	\$ 7.02
077516	413	SHARON HALL		\$ -	\$ 5.40	\$ 5.40
077517	413	IDZELL B. WALLACE		\$ -	\$ 50.00	\$ 50.00
077518	413	JOHN SHOEDEL		\$ -	\$ 3.78	\$ 3.78
077519	413	OTIS MORGAN		\$ -	\$ 27.00	\$ 27.00
077520	413	DEIRDRE CATTERTON		\$ -	\$ 28.08	\$ 28.08
077521	413	WILLIAM LUKENBILL		\$ -	\$ 17.82	\$ 17.82
077522	413	JESSICA ASHLEY		\$ -	\$ 4.86	\$ 4.86
077523	413	JUSTIN LEATON		\$ -	\$ 10.80	\$ 10.80
077524	413	AMY RINGER FLINT		\$ -	\$ 10.80	\$ 10.80
077525	413	JENNIFER BALTZELL		\$ -	\$ 21.60	\$ 21.60
077526	413	ERNEST HANNIN		\$ -	\$ 50.00	\$ 50.00
077527	413	GLYNIS R WILSON		\$ -	\$ 50.00	\$ 50.00
077528	413	ENEDELIA J SANCHEZ		\$ -	\$ 50.00	\$ 50.00
TOTAL					\$303,817.11	\$ 303,817.11

Motion by Ms. Noland to approve the Accounts Payable for December 1, 2016 in the amount of \$303,817.11. Motion seconded and unanimously approved.

MANUAL CHECKS

ASSESSOR VALUATION			
O56			
Date	Check #	VENDOR	Amount
12/2/2016	603	WV SOCIETY OF PROF SURVEYORS	\$ 25.00
12/2/2016	604	IAAO	\$ 190.00
12/2/2016	605	GLOBAL SCIENCE & TECH INC	\$ 7,641.89
SHERIFF CAPITOL			
246			
Date	Check #	VENDOR	Amount
12/2/2016	1536	BERKELEY GLASS	\$ 122.32

12/2/2016	1537	A PLUS PLUMBING	\$ 326.48
12/2/2016	1538	ZMM ARCHITECT	\$ 2,700.00
12/2/2016	1539	G & TRIPLE T LLC	\$ 990.00
12/2/2016	1540	KONE	\$ 2,473.50
12/2/2016	1541	RCS SECURITY	\$ 193.75
12/2/2016	1542	NORVAC LOCK TECH	\$ 525.50
TOTAL			\$ 15,188.44

Motion by Ms. Noland to approve the Manuel Checks for December 2, 2016 in the amount of \$15,188.44. Motion seconded and unanimously approved.

PUBLIC COMMENT:

Alexandra Haid, County Zoning Administrator – Ms. Haid reminded the Commissioners and the audience that staff from the Planning and Zoning offices would be on hand at 6:30 pm prior to the public hearing on ZTA16-01 to answer any questions from the public.

David Tabb, resident – stated he received correspondence from the White House, and the current President stated in his letter to Mr. Tabb that he has the constitutional right to challenge the government, and Mr. Tabb stated he would continue to do as such.

PRESENTATIONS

1. Angela Banks, Assessor – presented the following Exonerations:

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Gary A. Cardillo	RE	Bolivar Corp.	91	\$1,297.61

- **Motion by Ms. Tabb to approve the Exoneration for ticket number #91 as presented by the Assessor. Motion seconded and unanimously approved.**
2. Denise Pouget, Director of Jefferson County Emergency Services Agency – Provided the Commission and the audience with a presentation on the previous year’s accomplishments, the draft FY16 annual report, and a discussion on the benefit of the ambulance fee.

3. Decision – Petition to Abandon and Annul Unused Roadway – 10’ strip of unused roadway lying on the eastern boundary of the lot held by Primax Properties, LLC at 890 East Washington Street, Charles Town, WV, on which the Advanced Auto Parts retail store is located.
 - **Motion by Ms. Tabb to approve the petition to abandon and annul the unused roadway lying on the eastern boundary of the lot held by Primax Properties, LLC at 890 East Washington Street, Charles Town, WV. Motion seconded and unanimously approved.**
4. The Commission recessed for break at 10:45 am.
The Commission reconvened at 11:00 am.
5. Lynn Fields, Probate Office – requested approval to close estates that did not meet the deadline for the October term but need to be closed before year end.
 - **Motion by Ms. Tabb to convene as a Fiduciary Review Board. Motion seconded and unanimously approved.**
 - **Motion by Mr. Manuel to approve the closure of the estates as presented by Ms. Fields. Motion seconded and unanimously approved.**
 - **Motion by Mr. Onoszko to recess as a Fiduciary Review Board. Motion seconded and unanimously approved.**
6. Jeff Polczynski, Director of Communications – requested the approval to reinstate Pamela Nicole Dorsey to full-time Public Safety Dispatcher II.
 - **Motion by Ms. Tabb to approve the reinstatement of Pamela Nicole Dorsey to full-time Public Safety Dispatcher II at a Grade III, Step B as presented. Motion seconded and unanimously approved.**
7. Michelle Gordon, Finance Director – presented the Commission with the FY18 Budget Charge items and procedural suggestions for the upcoming budget deliberations.
8. Set a date to hold a public hearing on the acquisition/consolidation of the PSD
 - **Motion by Mr. Onoszko to postpone scheduling a public hearing on PSD issues until a later date. Motion seconded and unanimously approved.**
9. Set date, time, and location for the first Regular Meeting of 2017
 - **Motion by Ms. Tabb to schedule the first regular meeting for 2017 on January 5, 2017 beginning at 9:30 am in the County Commission meeting**

room located at the Old Charles Town Library at 200 E. Washington Street, Charles Town, WV 25414. Motion seconded and unanimously approved.

10. Approval of the 2017 Holiday Schedule

- **Motion by Ms. Noland to approve the 2017 Holiday Schedule as presented. Motion seconded and unanimously approved.**

11. Request from the Jefferson County Board of Zoning Appeals to ask the County Commission to revisit the draft amendment and work toward approving regulations for the Mass Events in Jefferson County.

- By unanimous consent, the Commission agreed to wait to address the Mass Events Ordinance until they had reached a decision regarding the amendments to the Jefferson County Zoning and Land Development Ordinance (#ZTA 16-01).

12. The Commission recessed at 11:50 am.

The Commission reconvened at 7:00 pm.

13. Public Hearing – Receive input on the proposed redline edits to the Jefferson County Zoning Ordinance (File #ZTA16-01) to amend various sections of the Zoning and Land Development Ordinance to replace the current nontraditional zoning ordinance with a traditional zoning ordinance by eliminating DRS/LESA CUP Process (Articles 6 and 7) and replace it with a traditional Principal Permitted and Conditional Use Process. The proposed text amendment also included a recommendation to increase the density provisions of the Rural Zoning Cluster Development in Section 5.7; and proposes amending various sections related to rural land use throughout the Ordinance.

PRESENT: Patsy Noland, President
Peter Onoszko, Commissioner
Jane Tabb, Commissioner
Stephanie Grove, County Administrator
Jennie Brockman, County Planner
Alexandra Haid, Zoning Administrator
Jessica Carroll, Administrative Assistant

Ms. Noland opened the public hearing at 7:01 pm. Ms. Brockman provided the Commission and audience with an overview of the proposed amendments to the Jefferson County Zoning and Land Development Ordinance. Ms. Noland opened the floor for public comment, which was made by the following:

- Doug Rockwell, resident – expressed his concerns over the proposed amendments, particularly the increase to the density provisions of the Rural Zoning Cluster Development. Mr. Rockwell also claimed the notice for the public hearing was insufficient

as it did not detail all of the proposed amendments to the Zoning and Land Development Ordinance.

- Jesse Morgan, resident - suggested amendments for both the principal permitted use and conditional permitted use categories of the Village District. Mr. Morgan also requested a change to the definition of “farm brewery” to allow for the operation of a brew pub.
- Richard Gee, resident - expressed his general concerns regarding zoning, personal property rights, and property assessments in Jefferson County.

There being no further comment, Ms. Noland stated they’d keep the record open for two weeks to allow time for written comment.

COUNTY ADMINISTRATOR REPORTS

- FLSA Rule Change – Ms. Grove notified the Commission that a federal court has issued an injunction halting the FLSA Rule change and as such, the new rule won’t impact the County Commission’s employees at this time.
- Newly Elected County Officials – Ms. Grove stated she met with both the newly elected County Clerk and Prosecuting Attorney and looks forward to working with them in 2017.
- Meet Your Commissioners – Ms. Grove reminded the Commission they’re scheduled to attend the “Meet Your Commissioners” event on Monday, December 12, 2016 at 6:30 pm at the Shepherdstown Fire Hall.
- Holiday Breakfast – Ms. Grove reminded the Commission the Employee Holiday Breakfast would be held on Thursday, December 15, 2016 beginning at 7:30 am at the Maintenance conference room in Bardane. As a result, the regularly scheduled County Commission scheduled for the same date would begin at 10:30 am as opposed to the usual 9:30 am start time.
- Commissioners Elect – Ms. Grove stated she had reached out via e-mail to the newly elected county commissioners for the Shepherdstown and Charles Town Districts to notify them of elected officials training offered by the West Virginia Association of Counties. Ms. Grove also contacted the commissioners elect to notify them of the intensive schedule for January and February due to budget deliberation and the Board of Review and Equalization.
- Ambulance Fee Update – Ms. Grove stated the county has collected \$684,655 or approximately 76% of the ambulance fee for 2016.

14. The Commission meeting was adjourned at 7:37 pm on a motion by Ms. Noland. Motion was seconded and unanimously approved.

PATRICIA A. NOLAND,
PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant



PURCHASE ORDERS TO BE APPROVED

December 6, 2016

DEPARTMENT	P.O. NUMBER	AMOUNT	VENDOR	DESCRIPTION
COUNTY CLERK - ELECTIONS	52487	\$ 35,146.04	Casto & Harris	General Election Ballots
GRAND TOTAL		\$ 35,146.04		



THE COUNTY COMMISSION OF JEFFERSON COUNTY

Charles Town, West Virginia 25414

REQUISITION

No. 52487

VENDOR:

Casto & Harris

DELIVER TO:

County Clerk
- Elections

QUANTITY	DESCRIPTION - BUDGET LINE - ITEM NUMBER	PRICE	UNIT	AMOUNT
	General Election Ballots - 38,728 Election Day - 808 Absentee - 79 Sample - 384 Test Deck			35,146.04

1. ENTER NAME AND MAILING ADDRESS OF VENDOR IN SPACE PROVIDED
2. PROVIDE MAILING AND/OR SHIPPING ADDRESS. ITEMS THAT ARE SHIPPED MUST HAVE STREET ADDRESS.
3. PROVIDE A DESCRIPTION OF ITEMS(S) BEING REQUESTED.
4. INCLUDE BUDGET LINE-ITEM NUMBER TO BE CHARGED FOR EACH ITEM.
5. SIGN AND FORWARD TO COUNTY COMMISSION. UPON APPROVAL, A COUNTER-SIGNED COPY WILL BE RETURNED FOR YOUR RECORDS.

THE ITEMS REQUESTED ABOVE ARE NECESSARY AND FOR THE EXCLUSIVE USE OF THIS DEPARTMENT.

Rikki Painter 12/5/16
Signature Date

PURCHASE OF THE ABOVE REQUESTED ITEMS APPROVED. FUNDS HAVE BEEN ENCUMBERED.

Signature

Date

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 396,109.61		\$ 396,109.61
6.2% Tax Payable OASDI	23,677.26		\$ 23,677.26
1.45% Tax Payable HI	5,537.40		\$ 5,537.40
Fed Withholding	47,457.15		\$ 47,457.15
WV State Withholding	17,307.46		\$ 17,307.46
PERS Retirement Deduct 4.5%	12,661.20		\$ 12,661.20
PERS Retirement Deduct 6%	1,440.25		\$ 1,440.25
Hosp. Pre-Tax	11,730.50		\$ 11,730.50
Cancer/ICU Pre-Taxed	1,044.17		\$ 1,044.17
Cancer/ICU Not Pre-Taxed	809.81		\$ 809.81
Optional Life Not Pre-Taxed	2,326.92		\$ 2,326.92
Christmas Club	5,720.00		\$ 5,720.00
Wage Attach #1	1,438.24		\$ 1,438.24
Wage Attach #3	212.31		\$ 212.31
DSRS Retirement Deduct 8.5%	5,858.79		\$ 5,858.79
457 - Nationwide	749.00		\$ 749.00
457I - Empower	2,870.00		\$ 2,870.00
MD State Tax	469.00		\$ 469.00
D/VF	1,536.51		\$ 1,536.51
VA. State Tax	101.13		\$ 101.13
COLONIAL(PLUS)	151.01		\$ 151.01
Total Deductions	\$ 143,098.11	\$ -	\$ 143,098.11
Net Wages Total	\$ 253,011.50	\$ -	\$ 253,011.50
Payroll Date	1-Dec-2016		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Emily Wells

Department or Organization: West Virginia University Extension Service

Estimation of amount of time needed for appointment: 10 minutes

Date Requested—1st Choice: *If a specific date is needed, please provide reason for specific date:* December 15, 2016 (preferably early in the schedule, as I am hosting a program for dairy producers at 11 am)

Date Requested—2nd Choice: January 19, 2017

Subject (Wording to be placed on agenda.) Request to Reclassify WVU Extension Service County Employee

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

We are requesting a review to change the grading and classification of our Secretary I position. April Blaker has held the position for nearly 20 years, and in recent years has incurred responsibilities that require greater confidentiality, judgement, and accountability, due to large changes in WVU's policies and procedures for adults that wish to work with 4-H youth. Our office is also in a transition period, as we await WVU to post and fill two of our regularly staffed three Extension Agents. We will also soon be seeking to hire a new employee for the Secretary I position, as Pat Bethany is scheduled to retire on February 1st. April has seen a greater workload fall onto her shoulders in the absence of two extension agents, and we foresee her responsibilities continuing to be set at a higher regard than the other position, as she will step into a supervisory and training role for the new county employee. Due to the fact our new county employee will be starting at a lower salary than is currently being expended, our budget allows the room to regrade and reclassify the Secretary I position from grade II, step E to Administrative Assistant at grade III, step C, based on experience.

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

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

I move that we approve WVU Extension Service's request to reclassify the Secretary II position to Administrative Assistant I, effective February 1, 2017.

Attach supporting documents for request or request may be denied.

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

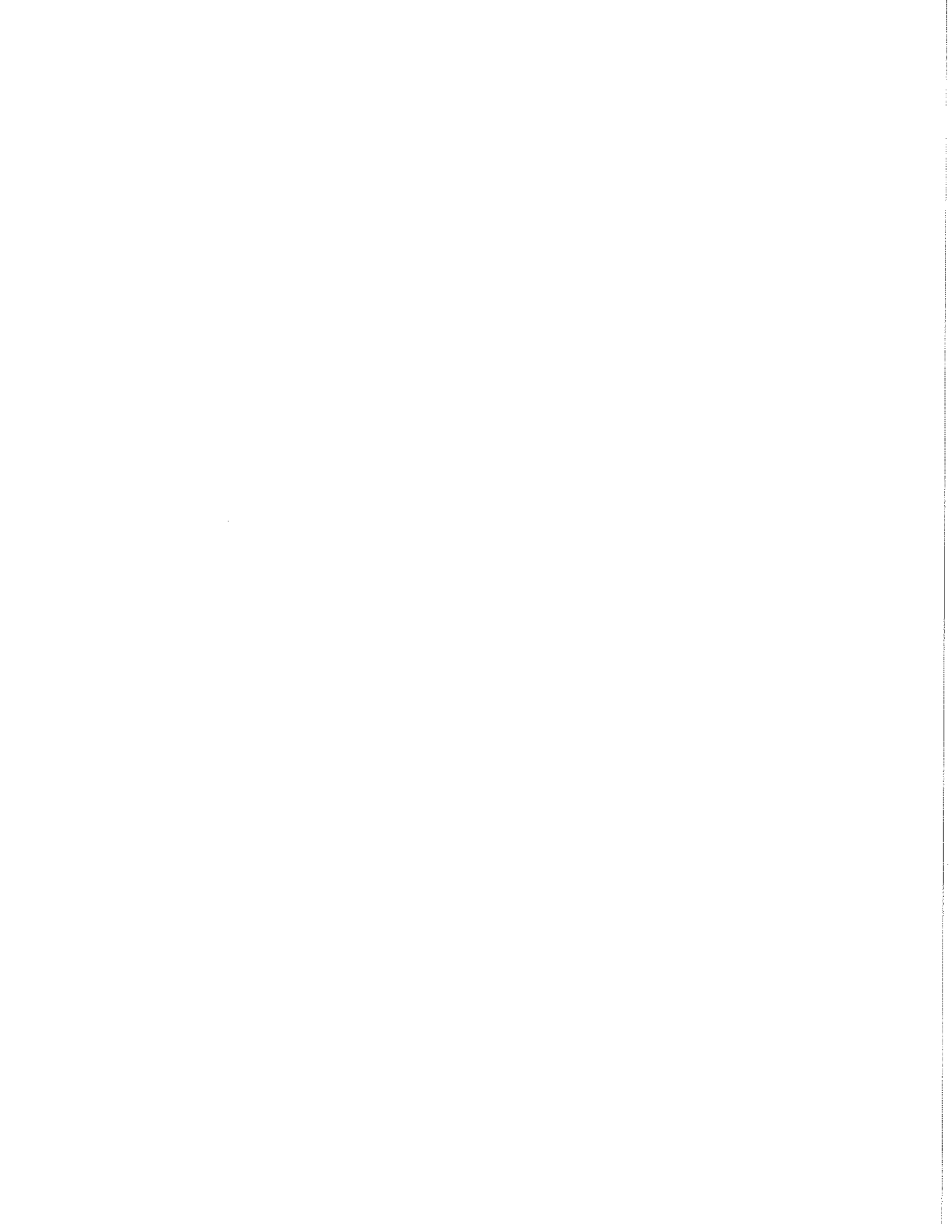
Contact information:

Email address: Emily.Wells@mail.wvu.edu

Phone Number: 304-728-7413, ext 2

FOR COMMISSION STAFF USE ONLY—FINANCIAL IMPACT/RECOMMENDATION

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: James R. Rawfords II + E. Adelaide Crawford

Department or Organization: RAWFORDS LAW GROUP

Estimation of amount of time needed for appointment: 20 minutes

Date Requested - 1st Choice: ~~Oct 20, 2016~~ 12/15/16
If a specific date is needed, please provide reason for specific date:

Date Requested - 2nd Choice: ~~Nov 3, 2016~~

Subject (Wording to be placed on agenda): Close alley in Shepherdstown Dist

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

Is this a funding request? Y/N NO
If so, how much? \$
Provide exact financial impact/request: N/A

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Close alley pursuant to WJ Code 9-1-3 (b)

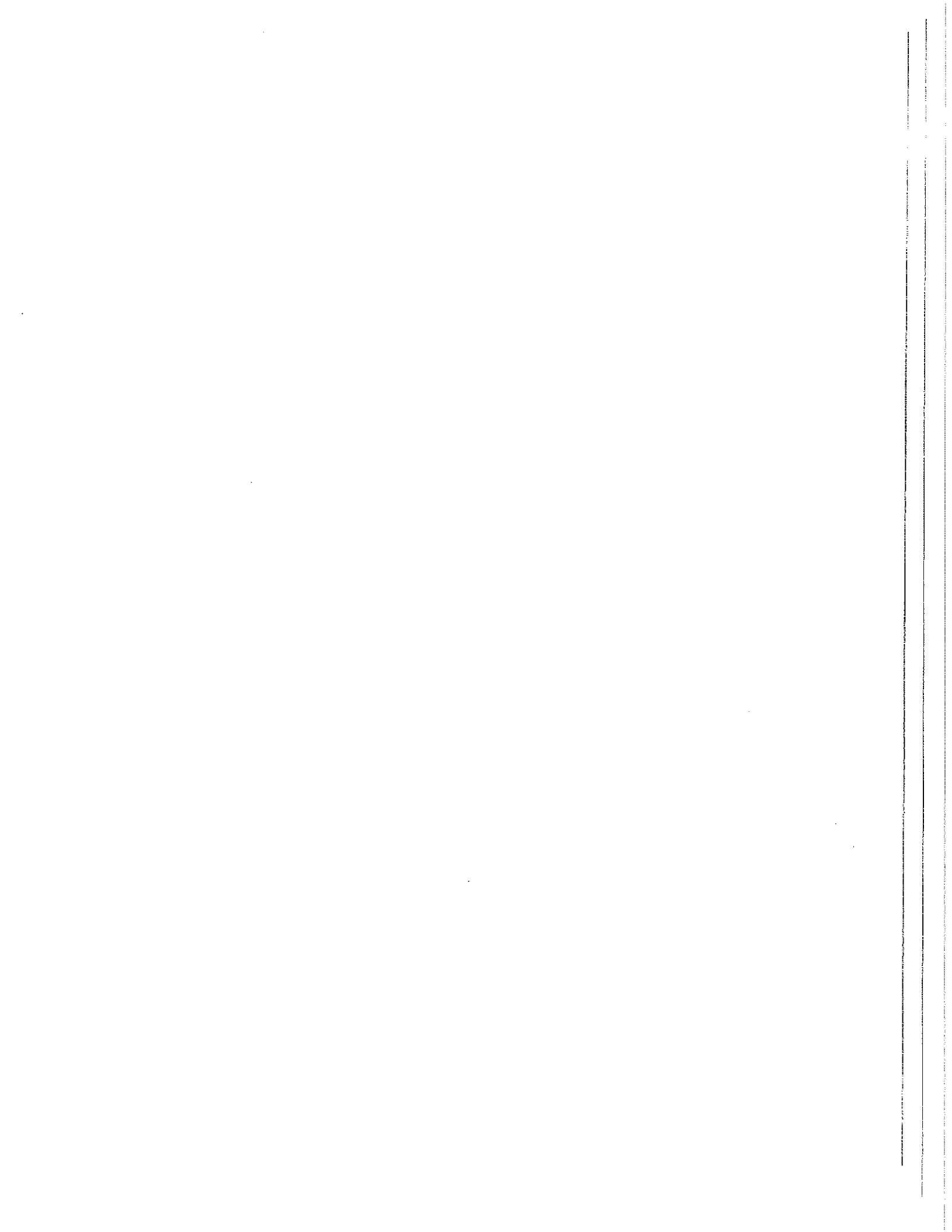
Attach supporting documents for request, or request may be denied.
If not attached, explain:

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

Contact Information:
Email address: ~~ABC III @ CCB PLLC. CO~~ Phone Number: 304-721-3426
~~RAWFORDS @ CCB PLLC. CO~~

FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/RECOMMENDATION

not applicable



BEFORE THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN THE MATTER OF: GREGORY S. BYRNE and AMY F. BYRNE

PETITION FOR CLOSING UNUSED ROADS, STREET AND TRAVEL WAYS

NOW COMES the Petitioners, Gregory S. Byrne and Amy F. Byrne, by counsel, E. Adelaide Crawford and tenders their Petition for Closing Unused Roads, Streets and Travel Ways does say as follows:

1. Pursuant to the provisions of West Virginia Code 7-1-3(h) your Petitioners request that their verified application to close or annul the unused road, street, travel way or alley located between their various properties be filed and scheduled for hearing;
2. Petitioners are citizens of Jefferson County and reside at P.O. Box 1419, Shepherdstown, WV 25443;
3. Gregory S. Byrne acquired a one-half interest in the property from Mary Hartzell Dobbins by deed dated September 3, 1992 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 723 at Page 59. Gregory S. Byrne then acquired the remaining one-half interest from Sarah C. Byrne by deed dated February 28, 2003 and recorded in the aforesaid Clerk's Office in Deed Book 982, at Page 168. Further, the Petitioners jointly acquired the property from Gregory S. Byrne by deed dated July 31, 2008 and recorded in the aforesaid Clerk's Office in Deed Book 1054, at Page 375. The acquired property is more particularly described on a plat recorded in Deed Book Z, at Page 130, as shown Exhibit 'A' and more recently described on a Boundary Line Adjustment and Boundary Survey Plat of "Trussell's Addition", as shown on Exhibit 'B'. See also Exhibit 'C'.
4. The alleyway that the Petitioners are seeking to have the Commission vacate and close divides Blocks 5 and 6 and has never been named, opened, used or provided access to the any of the properties that abut the alleyway;

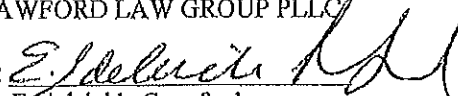
5. The remaining lots of Block 5 and 6 are owned by William B. Knode, Jr. who acquired the property from D. Frank Hill, III, Trustee, by deed dated December 29, 1997 and recorded in the aforesaid Clerk's Office in Deed Book 885, at Page 243;
6. In accordance with the West Virginia Code 7-1-3(h), all other parties set forth above would be affected by the closure or annulment of the alley because Town Run blocks their access to the western portion of the alley which adjoins the Petitioners' property;
7. Petitioners state the closing of the alley is in the best interests of all property owners to which the alley adjoins;

WHEREFORE, the Petitioners filed this petition and request a meeting within 15 days from filing, per the Code, that all parties adjoined be given notice of this hearing, and the County Commission do conduct a hearing and close the alley as requested by Petitioners.

Gregory S. Byrne and Amy F. Byrne
By Counsel

CRAWFORD LAW GROUP PLLC

BY:


E. Adelaide Crawford
WV State Bar #12973
120 N. George Street
Charles Town, WV 25414

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

Gregory S. Byrne and Amy F. Byrne, the Petitioners named in the foregoing Petition, being duly sworn, says that the facts and allegations contained are true, except as far as they are herein stated to be upon information, and that so far as they are stated upon information, they believe them to be true.



Gregory S. Byrne



Amy F. Byrne

The foregoing instrument was acknowledged before me this 5 day of October, 2016 by
Gregory S. Byrne and Amy F. Byrne.

My commission expires:



NOTARY PUBLIC





MAP OF REDSTONE, W. VA
ADDITION.

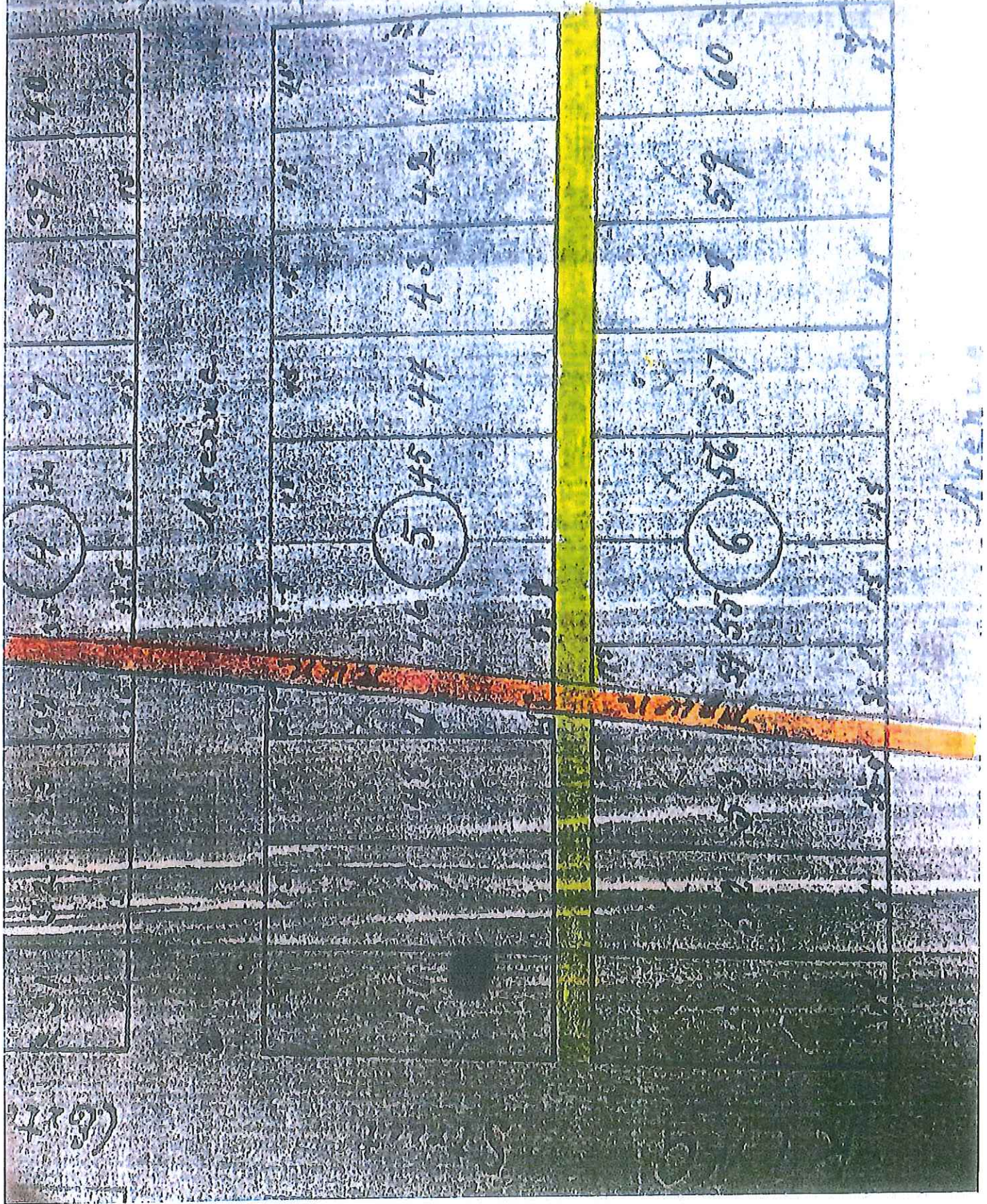
Drawn by G.W. BULLIS



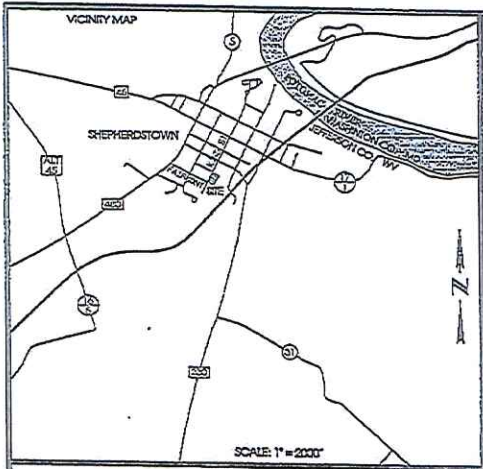
EXHIBIT 'A'

PRINCESS STREET

(Left)



(Right)



The land hereby conveyed is adjacent to and contiguous with that certain parcel of land which is conveyed by the present parties, having been conveyed to them by deed of record in the Clerk's Office of Jefferson County, WV as Deed Book 1054 at Page 375, and this conveyance is made for the purpose of adjusting the boundary lines of said presently owned land of the grantor.

Gregory S. Byrne & Amy F. Byrne

Gregory S. Byrne or Amy F. Byrne
 P.O. Box 1429
 Shepherdstown, WV 25443

Parcel 28
ACREAGE TABLE

Before Mergers	0.180 Acres
Merge 1	-0.090 Acres
Merge 2	+0.120
After Mergers	0.210 Acres

Parcel 39
ACREAGE TABLE

Before Mergers	0.240 Acres
Merge 2	-0.120 Acres
Merge 1	+0.090
After Mergers	0.210 Acres

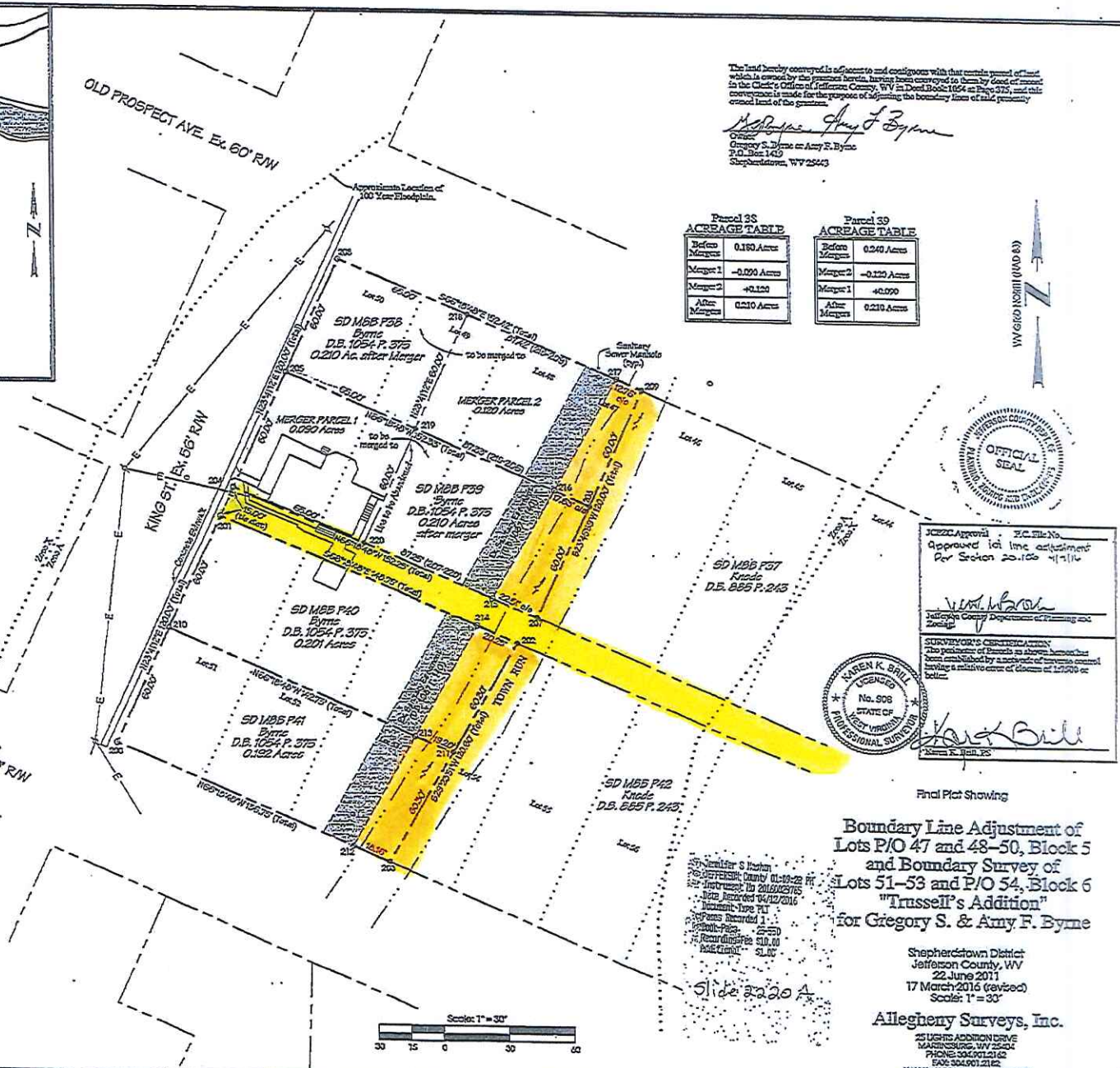
- NOTES:
- Property corners are set 5/8" by 3/4" stake with I.D. cap, unless noted otherwise. Corners 208, 209, 206, 207, 209, 211, 212, 220 are unmarked.
 - By public plotting only, old property is in Zone "A" per R.I.P.M. Map 54917/100-433 dated 15 December 2009. Date of disposition can only be determined by an elevation certificate. Based on the above information, this property is in a special flood hazard zone.
 - At the time of this survey, all easements were in compliance with county subdivision requirements with regard to new boundary lines crossed herein.

LEGEND

- 5/8" by 3/4" Rebar, Set with I.D. cap, unless noted otherwise.
- Unmarked Corner
- Property Line
- As-Sector Line
- Metes and Bounds Line
- Section Line

REVISIONS

No.	Revisions	Date
1.	Update plan	03/27/16
2.	County Comment	03/20/16



JCCZC Approval - J.C. File No. _____
 Approved lot line adjustment
 Per Section 20-100 4/17/16

Wm. Brown
 Jefferson County Department of Planning and Zoning

Surveyor's Certificate
 The position of this seal as shown hereon has been established by a note on of survey, correct having a relative error of closure of 1:2000 or better.

Karen K. Brill
 Karen K. Brill, P.E.
 Registered Professional Surveyor

Final Plat Showing

Boundary Line Adjustment of
 Lots P/O 47 and 48-50, Block 5
 and Boundary Survey of
 Lots 51-53 and P/O 54, Block 6
 "Trussell's Addition"
 for Gregory S. & Amy F. Byrne

Shepherdstown District
 Jefferson County, WV
 22 June 2011
 17 March 2016 (revised)
 Scale: 1" = 30'

Submit 6 copies
 7/6 DEFFENSE COPY 01-10-22 PW
 for Instrument to 2016022765
 Date Recorded 04/02/2016
 Instrument Type P1
 Pages Recorded 1
 Book Page 6252
 Recording Fee \$10.00
 Ad Valorem \$1.00

Slide 2220 A

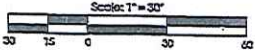
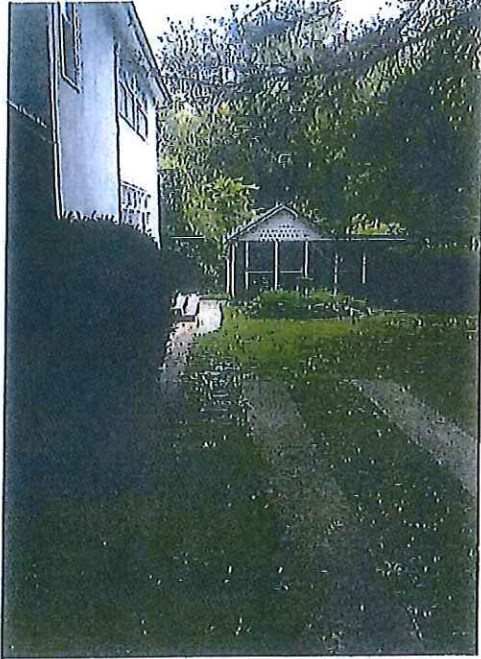


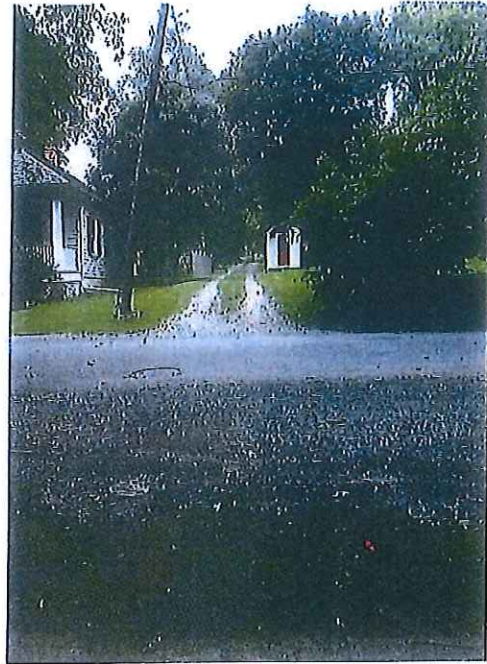
EXHIBIT 'R'

Allegany Surveys, Inc.
 25 LIGHTS ADDITION DRIVE
 MARTINSBURG, WV 25404
 PHONE: 304.621.2162
 FAX: 304.621.2162
 WWW.ALLEGANYSURVEYS.COM

Gregory S. Byrne and Amy F. Byrne
Property located at 461 South King Street
Shepherdstown, WV 25443
RE: Paper Alley Images



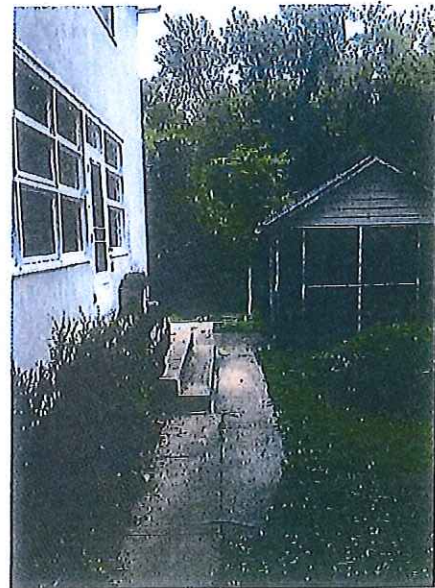
Paper alley between Fairmont and Prospect
Located on 461 S. King Street.



Alley between Fairmont and Prospect
Across the street from 461 S. King Street



Street view with 461 S. King Street on left.



Distance between house and

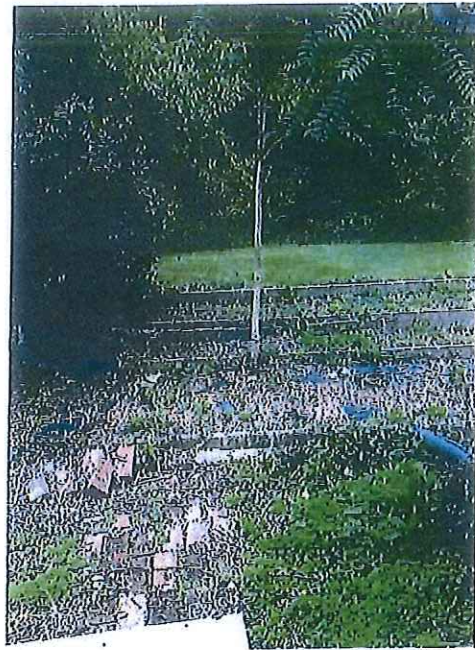
shed located within the paper alley

Exhibit C

Gregory S. Byrne and Amy F. Byrne
Property located at 461 South King Street
Shepherdstown, WV 25443
RE: Paper Alley Images



View looking to the back of the property within the paper alley



Raised flowerbeds dating from 1920 within the paper alley



View of paper alley looking from the backyard towards the house and shed

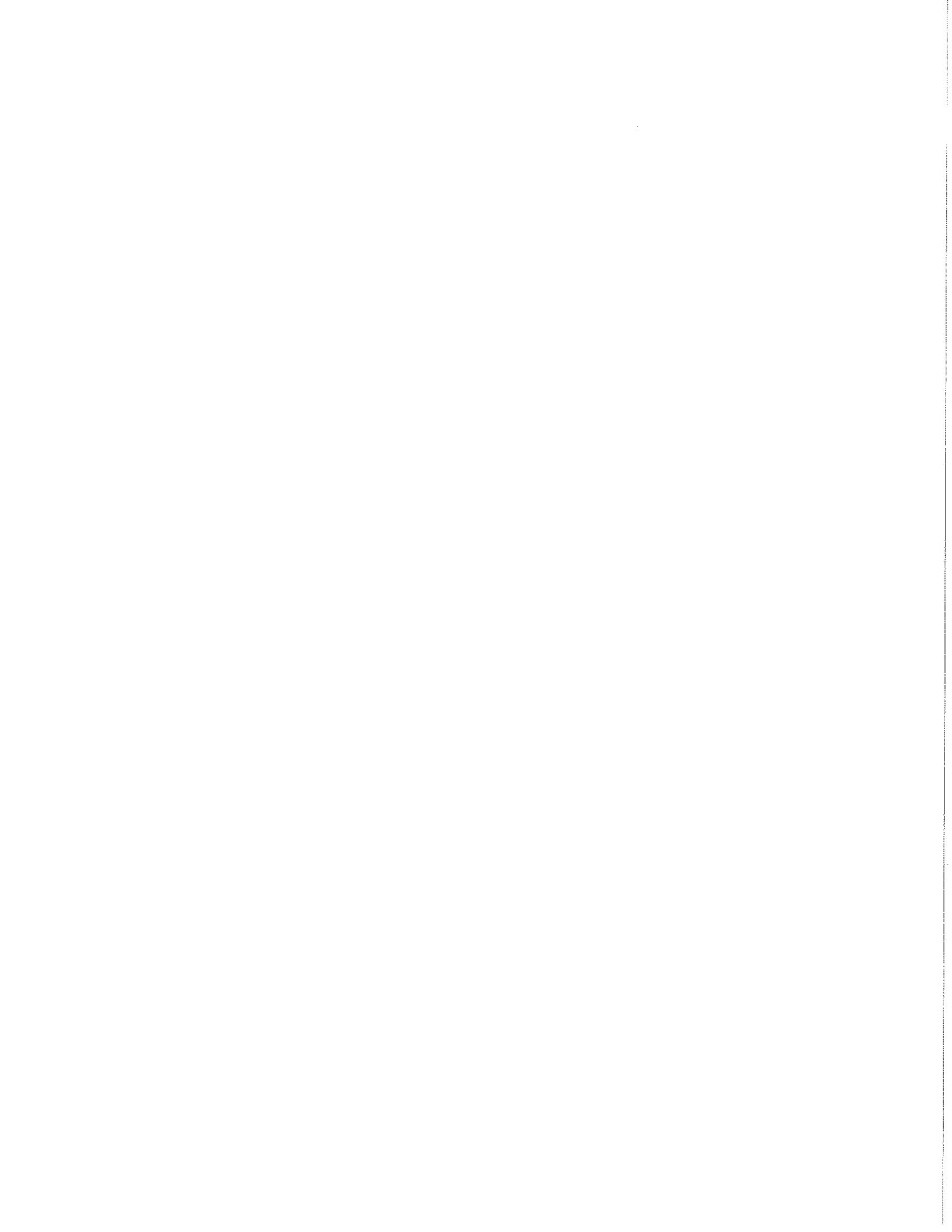


Vegetation in front of the Town Run where the paper alley would cross

Gregory S. Byrne and Amy F. Byrne
Property located at 461 South King Street
Shepherdstown, WV 25443
RE: Paper Alley Images



A view of the Town Run located behind the house and shed at 461 South King Street where the paper alley would cross the stream. There is a 3 to 3 ½ foot drop from the back of the yard to the bottom of the Town Run bank where the paper alley would cross.



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*): Bailiff/Trip Guards/Special Deputy Additions

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

- 1- I am requesting to hire the following individuals as Special Deputies whose main duties will be Trip Guards: Daryll J. Wimer and Robert Juarez.
- 2- I am requesting to hire the following individuals as Special Deputies available as Bailiffs/Trip Guards: Terry Carter, Monte Conner, Michael Mahoney, Benjamin Repine, and Timothy Carroll.
- 3- Transfer Title of a 2004 Jeep Cherokee (Last 4 of VIN – 9829) to JCESA.

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*):

- 1- I move to approve the hire of Daryll Wimer and Robert Juarez as Trip Guards.
- 2- I move to approve the hire of Terry Carter, Monte Conner, Michael Mahoney, Benjamin Repine, and Timothy Carroll as Bailiff/Trip Guards.
- 3- I approve the transfer of title of the 2004 Jeep Cherokee (9829) to JCESA.

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

If not attached, explain:

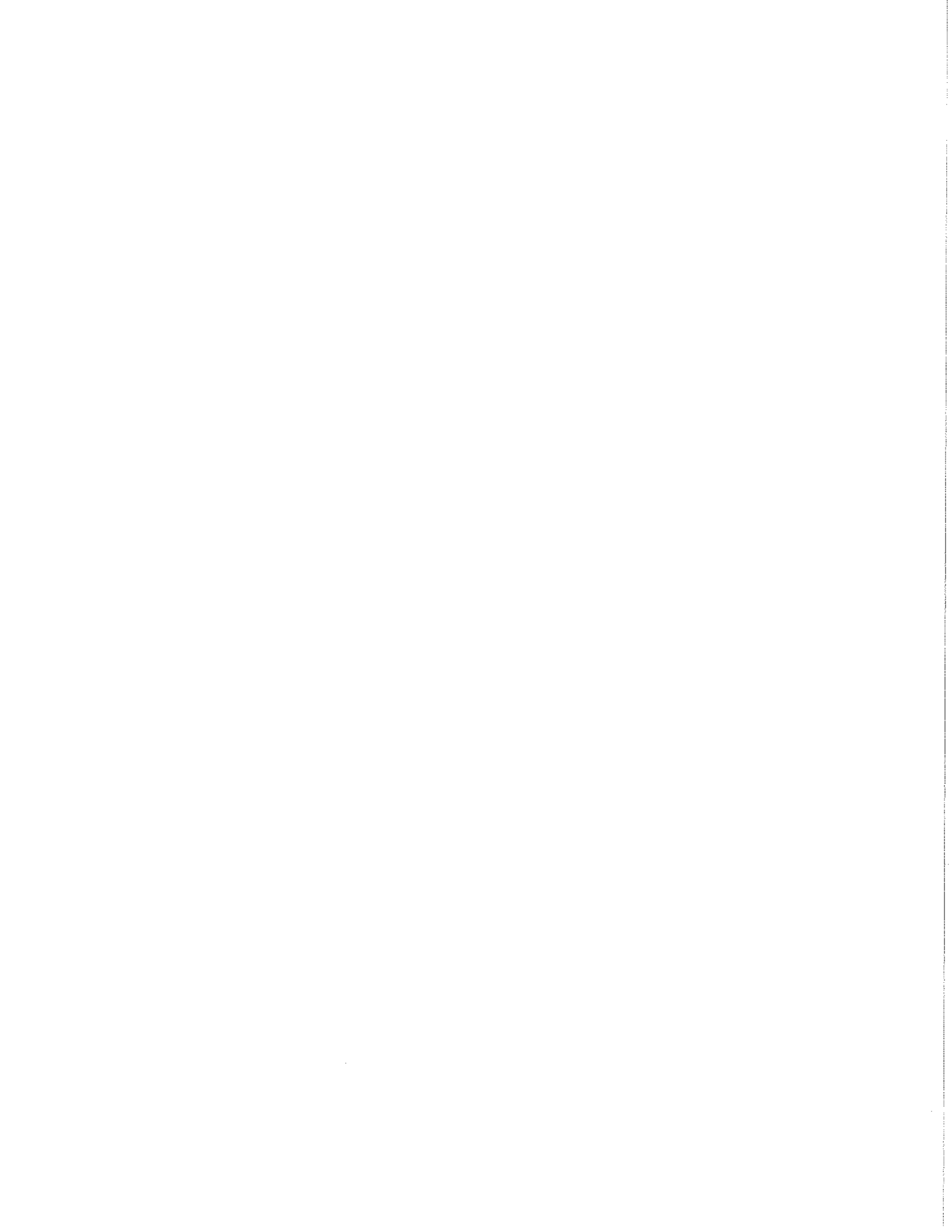
Is equipment needed? Projector Y/N Internet/WI FI Y/N Telephone for conference call Y/N

Contact Information:

Email address: pdougherty@jcsdvw.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: 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*): New Reserve Deputies

Please provide the County Commission with a description of your request or presentation, including any background information: **The following applicants have successfully completed the background portion and are being entered into the next Reserve Academy. I am looking for favorable consideration in adding them to the Reserve Roster. They are: George Booth, Earl Gill III, and Micah Hutchins.**

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 approve the additions of George Booth, Earl Gill III, and Micah Hutchins as Reserve Deputies.

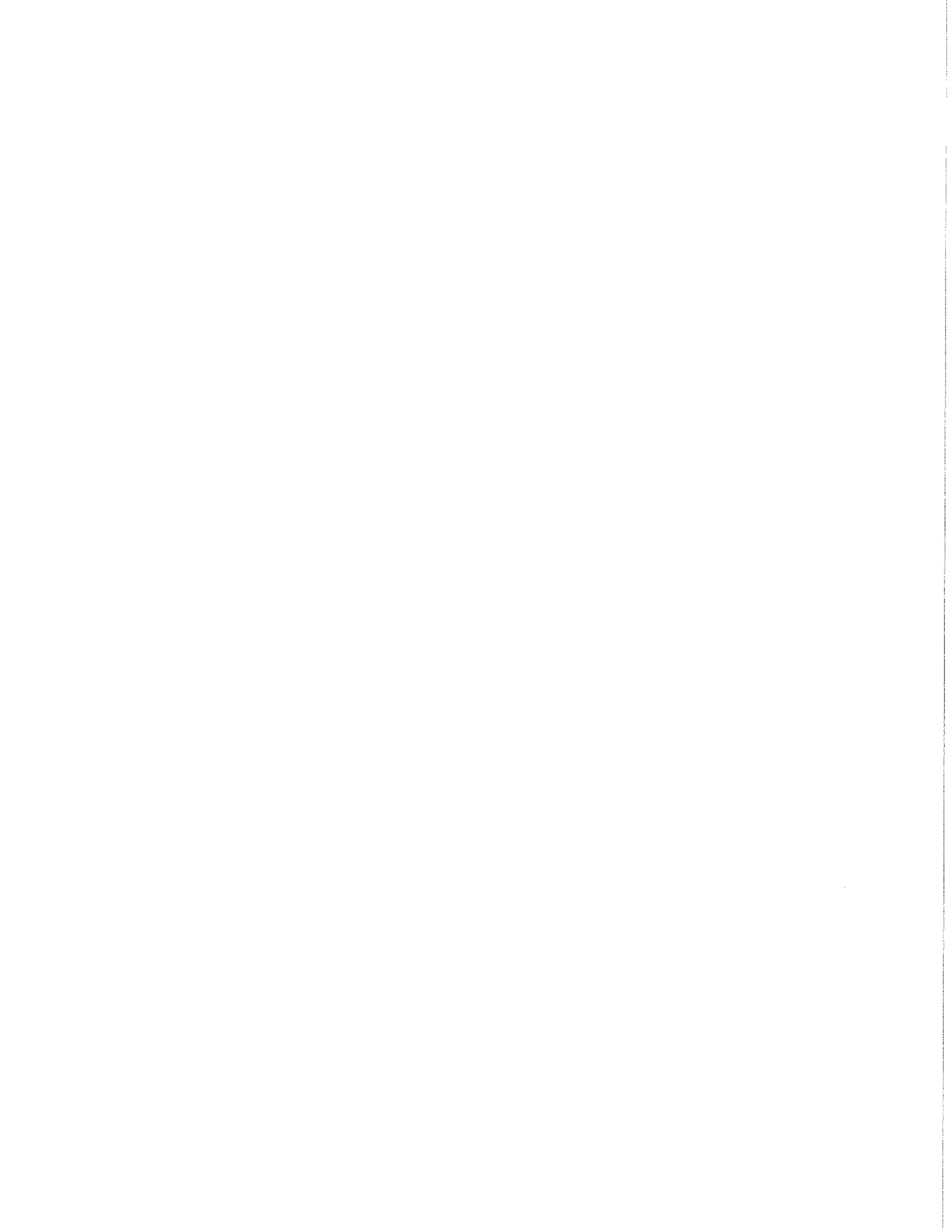
Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? Projector Y/N Internet/WI FI Y/N Telephone for conference call Y/N

Contact Information:
Email address: pdougherty@jcsdvw.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: **Sheriff Dougherty**

Department or Organization: **Sheriff's Department**

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

Date Requested – 1st Choice: **December 14, 2016**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of additional position, vehicle, and corresponding budget revision associated with the Bolivar Intergovernmental Agreement**

Please provide the County Commission with a description of your request or presentation, including any background information: **In order to provide the services as outlined in the intergovernmental agreement with the Corporation of Bolivar, the Sheriff's Department will need an additional position and vehicle. These additions will be funded using the monies received from Bolivar pursuant to the agreement and salary savings from vacant positions.**

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): **Motion to approve an additional deputy and vehicle within the Sheriff's budget to be funded from salary savings within the Sheriff's current budget and monies received from the Bolivar Intergovernmental Agreement, with funding for the additional deputy in subsequent years contingent upon renewal of the Intergovernmental Agreement.**

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

If not attached, explain:

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

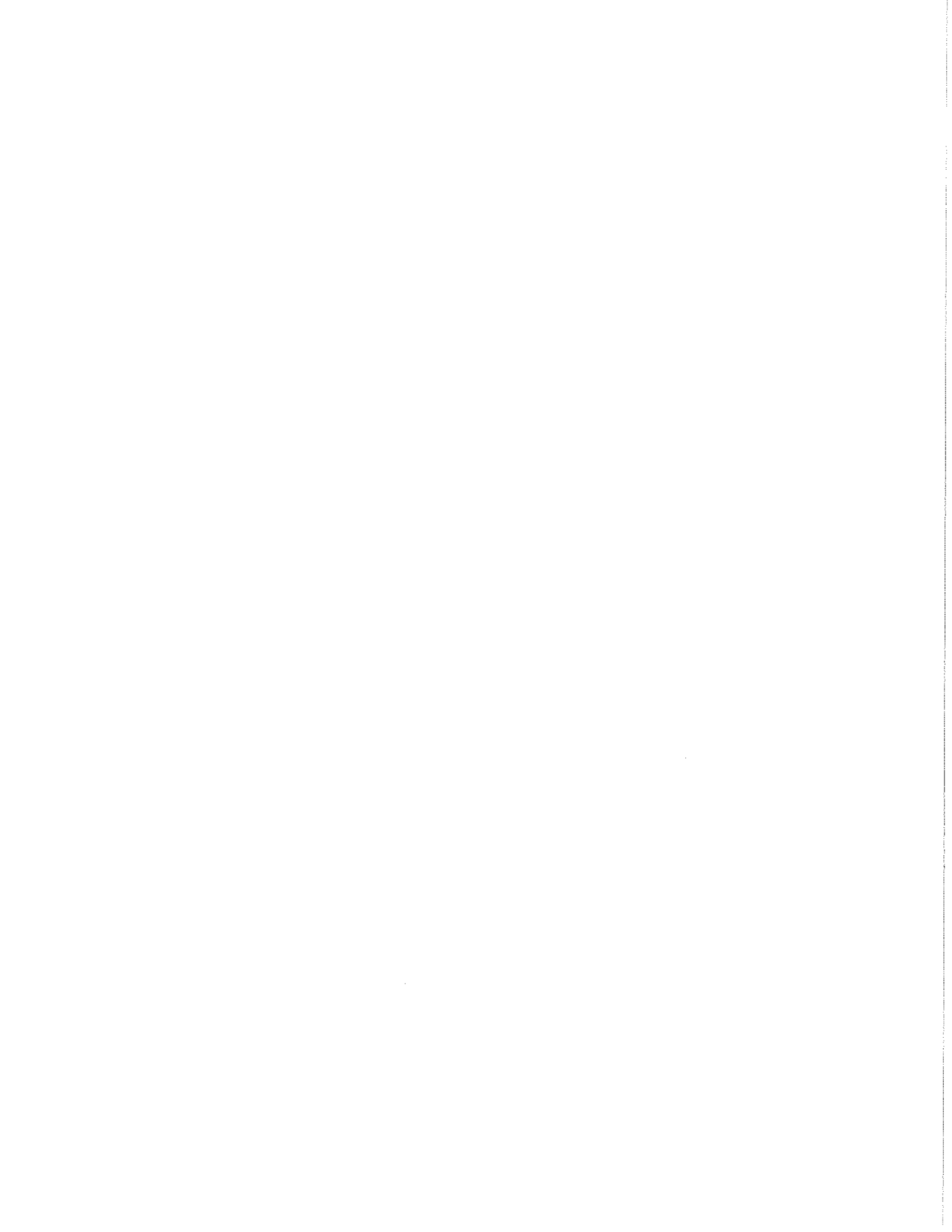
Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



RESOLUTION

At a regular session of the Jefferson County Commission, held on the 15th day of December, 2016, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on budget revision number #3 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by _____,
and duly seconded by _____ the vote was as follows:

Dale Manuel	_____
Jane Tabb	_____
Patsy Noland	_____
Walter Pellish	_____
Peter Onoszko	_____

Whereupon, Commissioner Noland declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Patsy Noland, President of the Jefferson County Commission, is authorized to affix her signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Patsy Noland, President
Jefferson County Commission

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26302
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER

2017

FY

001

FUND

3

REV. NO.

1 of 1

PG. OF NO.

Jefferson County Commission

GOVERNMENT ENTITY

Person To Contact Regarding

P.O. Box 250

Budget Revision: **Michelle Gordon**

STREET OR PO BOX

Phone: **304-724-8425**

Fax: **304-725-7916**

Charles Town

25414

CITY

ZIP CODE

COUNTY

Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
330	Sheriff's Earnings	181,676	80,000		261,676
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

80,000

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
700	Sheriff-Law Enforcement	3,701,357	80,000		3,781,357
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

80,000

APPROVED BY THE STATE AUDITOR

BY: Director, Local Government Services Division Date

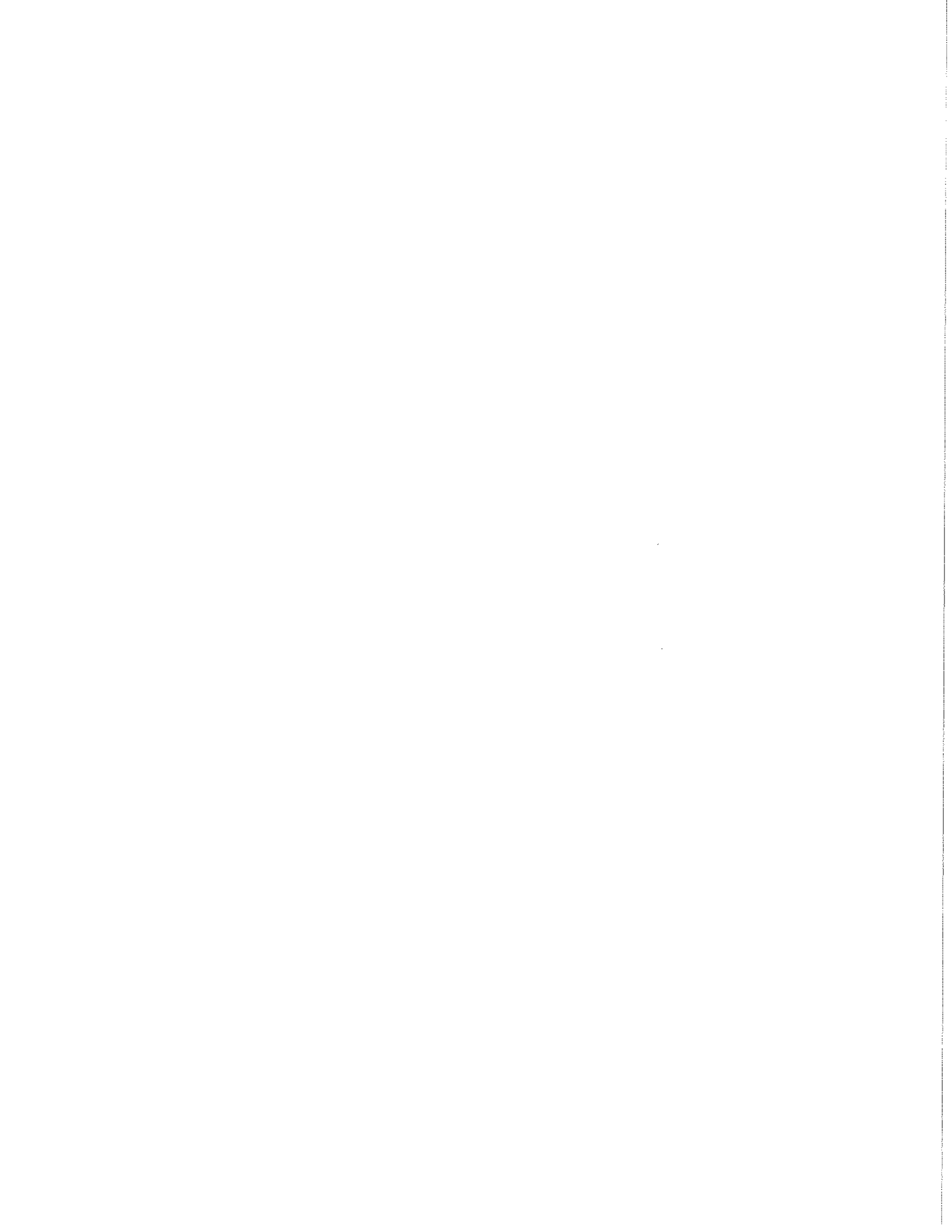
AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

Jefferson County Commission
 State Budget Revision JE

Budget Revision #3 of General Fund FY17

<u>Description</u>	<u>GL acct</u>	<u>Increase</u>	<u>Decrease</u>	
Sher Earn-Bolivar Agreement	001.330.CS.005	80,000		Increase for 7/1/2016 Bolivar Contract
Law Enf Wages-Bolivar Contract	001.700.01.103.005.PS.000	20,650		Increase for 7/1/2016 Bolivar Contract
Law Enf FICA Exp	001.700.01.104.000.PS.000	2,580		Increase for 7/1/2016 Bolivar Contract
Law Enf Medicare	001.700.01.104.001.PS.000	600		Increase for 7/1/2016 Bolivar Contract
Law Enf Retirement	001.700.01.106.000.PS.000	2,478		Increase for 7/1/2016 Bolivar Contract
Law Enf Life Ins	001.700.01.105.000.PS.000	76		Increase for 7/1/2016 Bolivar Contract
Law Enf Group Insurance	001.700.01.105.001.PS.000	4,566		Increase for 7/1/2016 Bolivar Contract
Law Enf Overtime	001.700.01.108.001.PS.000	21,000		Increase for 7/1/2016 Bolivar Contract
Law Enf Training	001.700.02.221.000.PS.000	1,500		Increase for 7/1/2016 Bolivar Contract
Law Enf Materials & Supplies	001.700.03.341.000.PS.000	2,500		Increase for 7/1/2016 Bolivar Contract
Law Enf Capital Outlay	001.700.04.459.000.CP.000	24,050		Increase for 7/1/2016 Bolivar Contract
Law Enf Sal & Wages	001.700.01.103.000.PS.000		25,950	Decrease Wages for Vacancy Savings
Law Enf Capital Outlay	001.700.04.459.000.CP.000	20,000		Increase C/O for Equipment Purchase
Law Enf Capital Outlay	001.700.04.459.000.CP.000	5,950		Increase C/O for Vehicle purchase
Total		185,950	25,950	



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Dan ZAPPE

Department or Organization:

Estimation of amount of time needed for appointment: 3 minutes

Date Requested – 1st Choice: December 1st
If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (Wording to be placed on agenda): Review Fee Tax Subdivision

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

Is this a funding request? Y/N NO
If so, how much? \$
Provide exact financial impact/request:

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Waive review fee of Subdivision, Subdivision was created by STATE Condemnation Order.

Attach supporting documents for request, or request may be denied.
If not attached, explain: I'll bring Survey to the meeting

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

Contact information:
Email address: Zappedan@reagan.com Phone Number: 302-670-2777

FOR COMMISSION STAFF USE ONLY -- FINANCIAL IMPACT/RECOMMENDATION



JEFFERSON COUNTY, WEST VIRGINIA

Office of Planning and Zoning

116 East Washington Street, 2nd Floor

P.O. Box 338

Charles Town, WV 25414

www.jeffersoncountywv.org

Email: planningdepartment@jeffersoncountywv.org

zoning@jeffersoncountywv.org

Phone: (304) 728-3228

Fax: (304) 728-8126

MEMO

TO: County Commission of Jefferson County
FROM: Jennifer Brockman, AICP, County Planner
DATE: November 29, 2016
RE: Daniel Zappe Subdivision Plat Fee Refund Request

Daniel Zappe owns a 99+ acre property located on Chestnut Hill Road that was bisected by the new alignment of WV 9 between Charles Town and the Virginia state line. This has resulted in a 6.85 acres parcel on the south side of Route 9 and a 92.63 acres parcel on the north side. The two parcels have no cross access to each other and have separate points of access to state roads.

When the WV Division of Highways acquired a portion of this property through a Condemnation Order in 2004 for the purpose of constructing this portion of WV Route 9, it, in effect, divided the property into two parcels on either side of the road. In consultation with the Prosecuting Attorney's office, it was determined that a subdivision plat should be processed to formally create these two parcels as separate lots; however, staff concurs that the requested refund of the application fee is reasonable as the situation was created by action of the WV DOH.

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: December 15, 2016
If a specific date is needed, please provide reason for specific

Date Requested – 2nd Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Letter of Credits due to expire on January 15, 2017. .

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. The staff will call any letter of credits that have not been renewed by the January 15, 2017 expiration date.

Is this a funding request? Y/NO
If so, how much? \$ N/A

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 Monday, January 9, 2017.

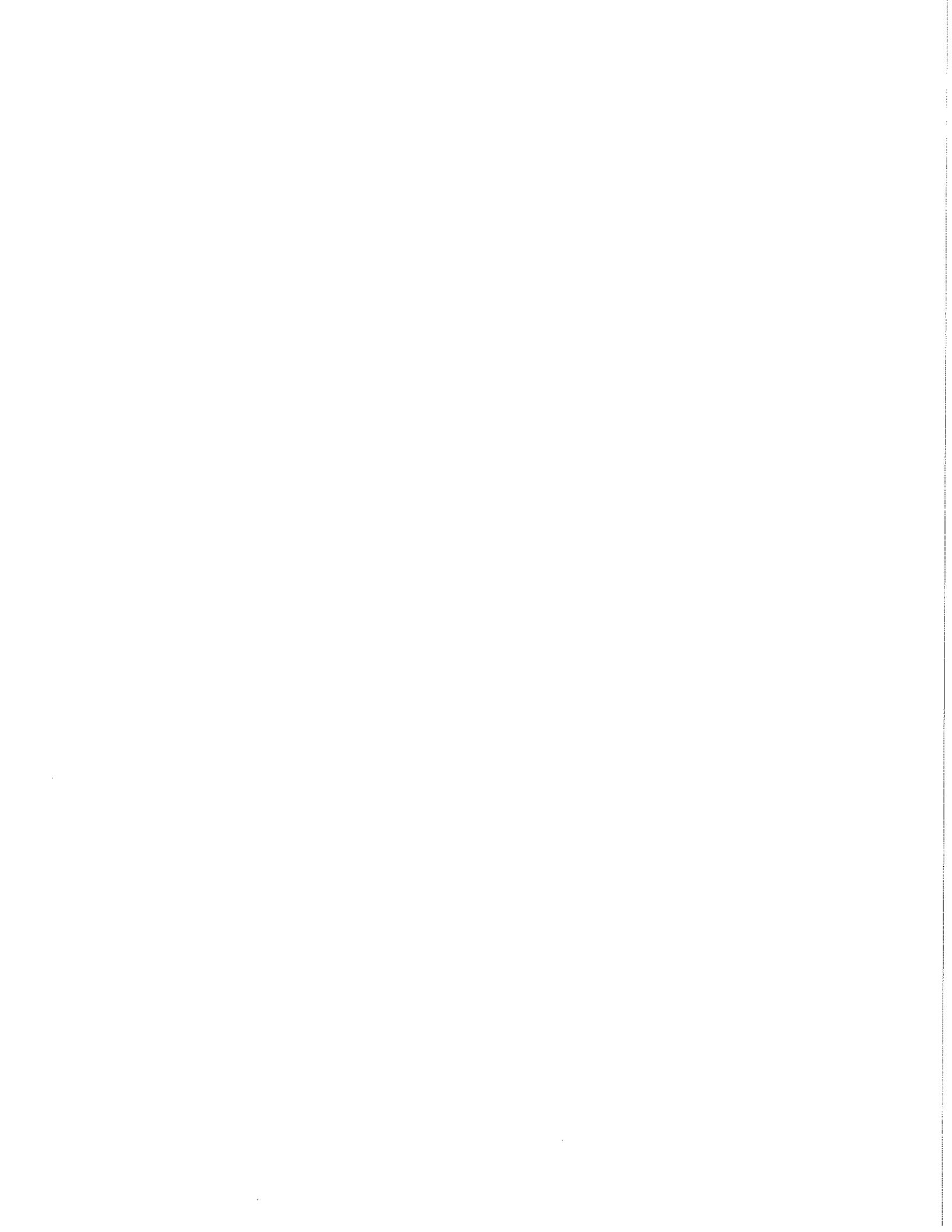
Attach supporting documents for request, or request may be denied.
If not attached, explain:

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: December 15, 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*): Complete Construction Bond Release for Daniel G. McGinn/McGinn And Company – Burr Business Park Lot 11 (File #S15-08)

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of construction bond security for Daniel G. McGinn/McGinn And Company – Burr Business Park Lot 11 (File #S15-08) – Cash in Escrow with United Bank, Charles Town, WV.

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 a complete release of the remaining \$103,206.00 from the construction bond for Daniel G. McGinn/McGinn And Company – Burr Business Park Lot 11 (File #S15-08)

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

Construction Bond Release Letter

Bond Release Request Report

Site Map

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

Y/NO

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT
Patricia A. Noland

December 15, 2016

VICE PRESIDENT
Walt Pellish

Mr. Devin McCreery
Market President – Eastern Panhandle
United Bank, Inc.

COMMISSIONER
Dale Manuel

P. O. Box 1006
Charles Town, West Virginia 25414

COMMISSIONER
Peter Onoszko

RE: Cash in Escrow Agreement dated March 25, 2016 Construction Bond Surety for
Daniel G. McGinn/McGinn And Company - Burr Business Park Lot 11- File
#S15-08.

COMMISSIONER
Jane Tabb

Dear Mr. McCreery:

The Jefferson County Commission authorizes a complete release of the remaining \$103,206.00 from the construction bond amount for Daniel G. McGinn/McGinn And Company - Burr Business Park Lot 11 (File #S15-08). This project is located at 175 James Burr Boulevard – Lot 11 Burr Industrial Park. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Cash in Escrow, originally issued in the amount of \$103,206.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Patricia Noland, President
Jefferson County Commission

PN:rfb

cc: Mr. Peter F. Kubic, Managing Member
Kubic Enterprises, LLC
241 Edmond Road
Kearneysville, WV 25430
Department of Engineering

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Shusher McDonald

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

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

Email: engineering@jeffersoncountyvva.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 11 / 10 / 2016 J.C.P.C. File No. S15 - 08
REMAINING WORK COMPLETED 12/02/16

Consultant/Engineer/Firm Name: GORDON

Mailing Address: 301 N. MILRED STREET

City: CHARLES TOWN. State: WV Zip: 25414

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

Project/Subdivision Name: BURN BUSINESS PARK LOT 11 SITE PLAN

Section/Phase: _____ Lots: _____

Review Comments:

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

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

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

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

Comments: ALL WORK APPEARS TO BE COMPLETE.

RECOMMEND RELEASE OF BOND

Approved for:
BOND RELEASE
By J. Gerhart 12/07/2016
County Engineer Date

Original Bond Amt. \$ 88,206.25 + 15% Cont. \$ 15,000 = Total Original Bond Amt. \$ 103,206

Total Current Bond Amount \$ 103,206.00

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

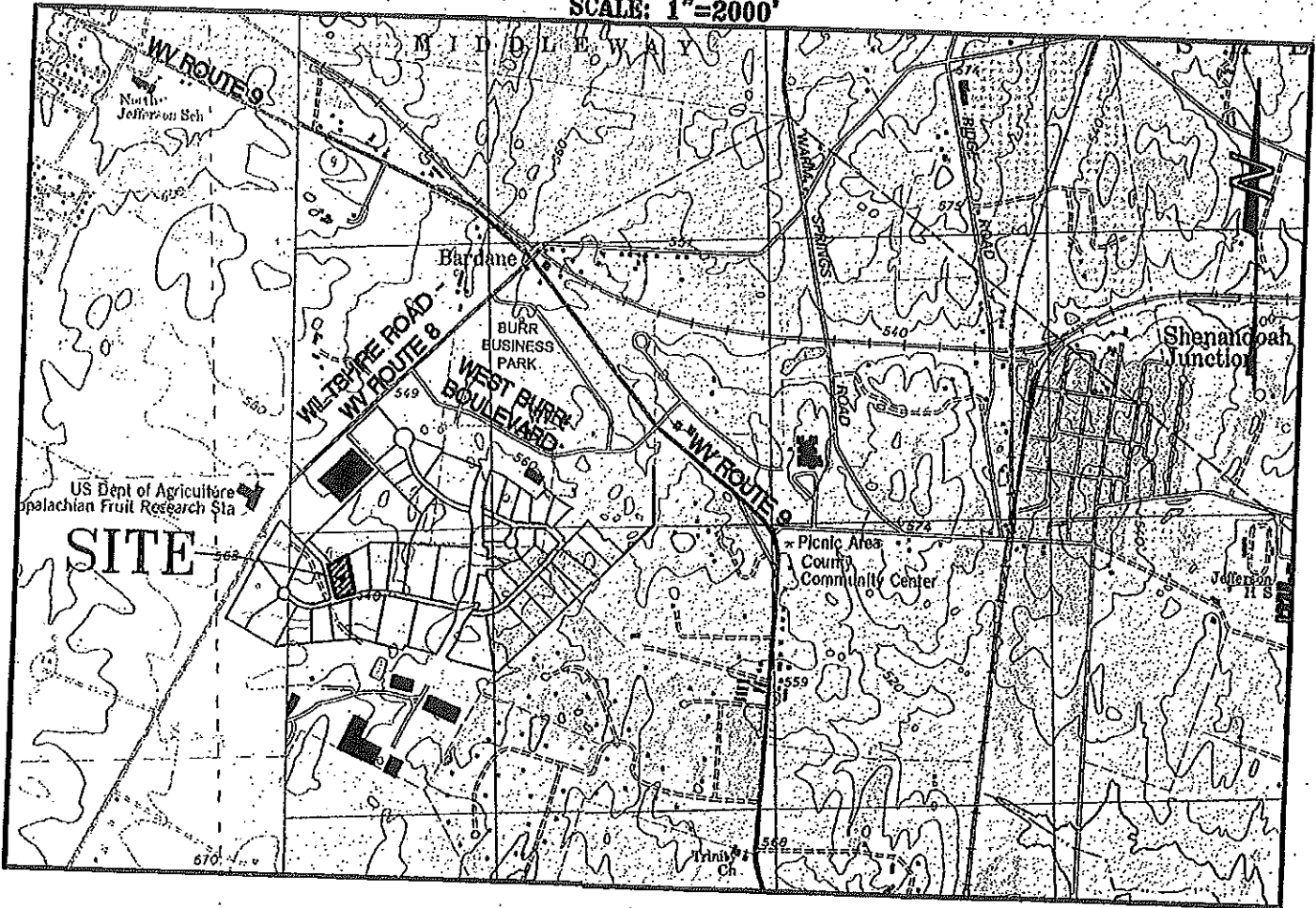
= Approved for Revised Bond Amount \$ 0.00

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

Signature: [Signature] Date: 12 / 07 / 2016

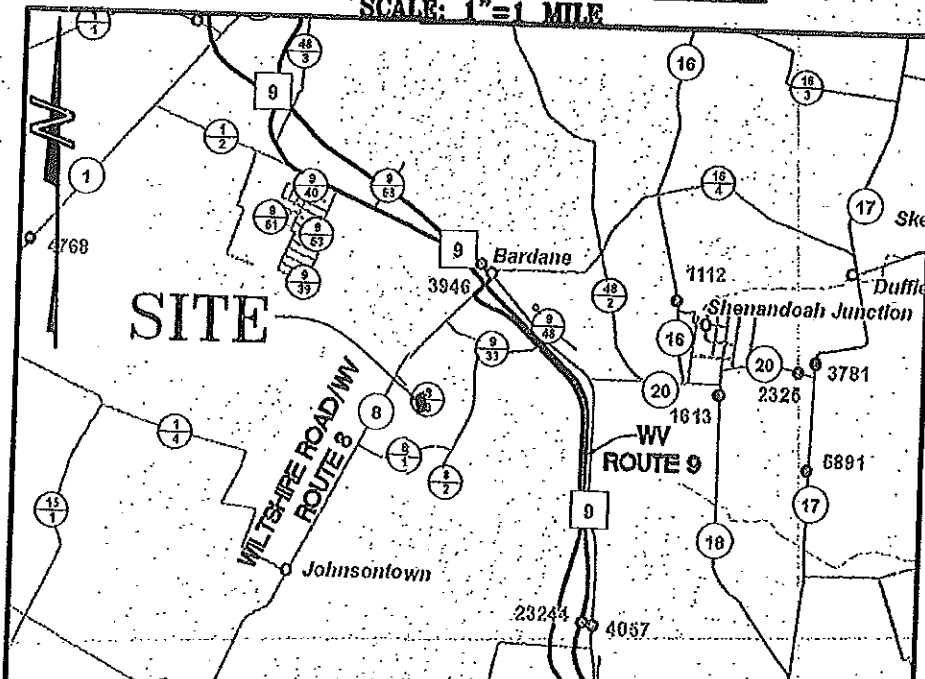
VICINITY MAP

SCALE: 1"=2000'



WVDOH VICINITY MAP

SCALE: 1"=1 MILE



SYOR

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: December 15, 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*): Complete Construction Bond Release for McGee Civil Construction, LLC - Burr Business Park Lot 40 (File #S15-07)

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of construction bond security for McGee Civil Construction, LLC - Burr Business Park Lot 40 (File #S15-07) – Performance Bond No. SBO608573 with Pennsylvania National Mutual Casualty Insurance Company, Harrisburg, PA.

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 a complete release of the remaining \$86,229.00 from the construction bond for McGee Civil Construction, LLC - Burr Business Park Lot 40 (File #S15-07).

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

Construction Bond Release Letter
Bond Release Request Report
Site Map

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.



JEFFERSON COUNTY COMMISSION

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Web: www.jeffersoncountywv.org

PRESIDENT
Patricia A. Noland

December 15, 2016

VICE PRESIDENT
Walt Pellish

Ms. Erin R. Zukanovic, Attorney-in-Fact
Pennsylvania National Mutual Casualty Insurance Company

COMMISSIONER
Dale Manuel

P. O. Box 2361
Harrisburg, PA 17105-2361

COMMISSIONER
Peter Onoszko

RE: Performance Bond No. SB0608573 dated October 22, 2015, Construction Bond
Surety for McGee Civil Construction, LLC – Burr Business Park Lot 40 (File #S15-
07).

COMMISSIONER
Jane Tabb

Dear Ms. Zukanovic:

The Jefferson County Commission authorizes a complete release of the remaining \$86,229.00 from the construction bond for McGee Civil Construction, LLC – Burr Business Park Lot 40 (File #S15-07). This project is located at 306 James Burr Boulevard. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount of the above referenced Performance Bond No. SB0608573 originally issued in the amount of \$86,229.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Patricia Noland, President
Jefferson County Commission

PN:rfb

cc: Mr. Kelly L. McGee
McGee Civil Construction, LLC
P. O. Box 250
Purcellville, VA 20134
Department of Engineering

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Slusher McDonald

Email: engineering@jeffersoncountwv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 09 / 26 / 2016 J.C.P.C. File No. S15 - 07

Consultant/Engineer/Firm Name: GORDON

Mailing Address: ~~116 E~~ 301 N. MILPIED ST.

City: CHARLES TOWN State: WV Zip: 25414

Contact Person: JASON GERMAN Phone: 304 725-8956

Project/Subdivision Name: LOT 40 BURN BUSINESS PARK

Section/Phase: _____ Lots: _____

Review Comments:

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

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

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

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

Comments: ALL WORK IS COMPLETE, AND APPEARS TO BE IN COMPLIANCE WITH THE APPROVED SITE PLAN & REDLINE REVISION

Approved for:

BOND RELEASE

[Signature]

09/27/16

Original Bond Amt. \$ 71,228⁵⁰ + 15% Cont. \$ 15,000 = Total Original Bond Amt. \$ 86,229

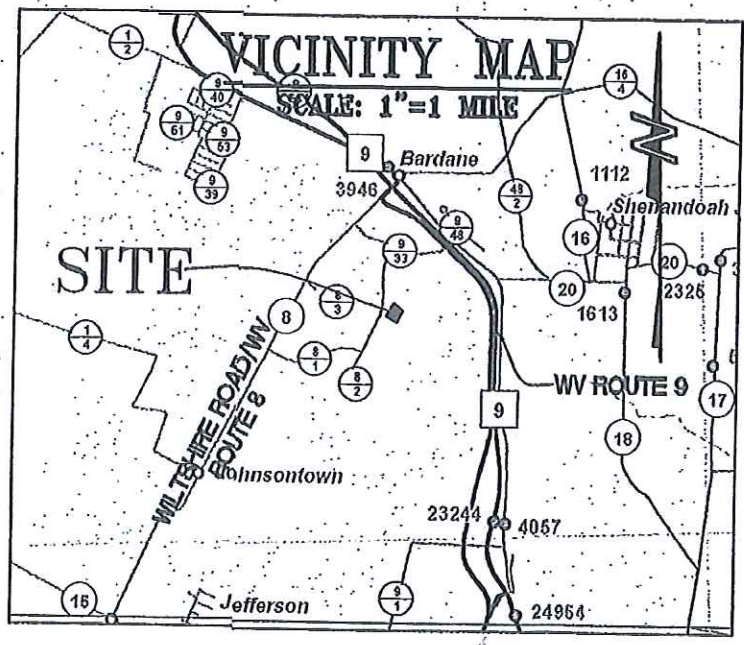
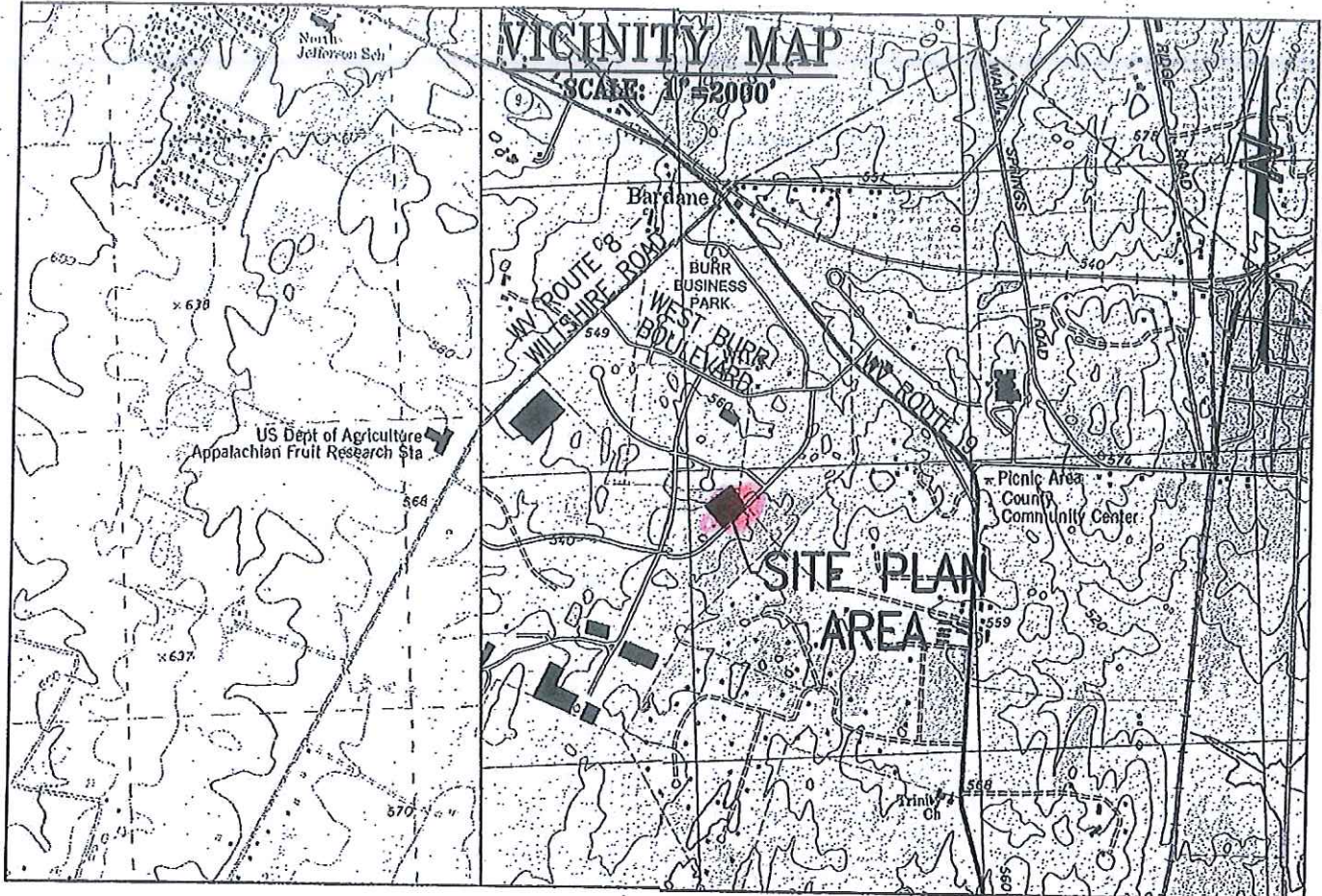
Total Current Bond Amount \$ 86,229.00

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

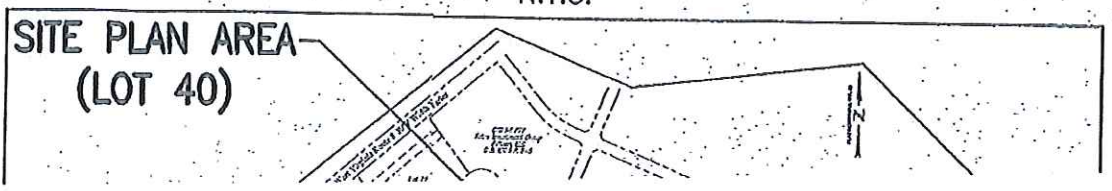
= Approved for Revised Bond Amount \$ 0.00

Reviewed By: JOSEPH W. KENT *[Signature]* Title: L.D.I.

Signature: *[Signature]* Date: 09 / 27 / 2016



SUBDIVISION LOCATION MAP
N.T.S.



T

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bill Polk

Department or Organization: **Maintenance Department**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **12/15/2016**

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*): 3rd Floor Judicial Remodel – Update & Elevator Quote – Discussion/Action

Please provide the County Commission with a description of your request or presentation, including any background information:
I will be giving an update on the renovations to the 3rd floor of the Judicial Center. I also received a quote for the changes needed for the elevator from Kone in the amount of \$44,597.00.

Is this a funding request? Yes
If so, how much? \$44,597

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): Move the approve the quote from Kone Elevators in the amount of \$44,597 in order to add a rear entrance to the elevator.

Attach supporting documents for request, or request may be denied.
If not attached, explain: Click here to enter text.

Is equipment needed? NO

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.



12/7/2016

Jefferson County Commission
110 N George St
Charles Town, WV 25414

ATTN: Bill Polk

Re: New Entrance

KONE Inc.
Washington D.C. Office
6901 Muirkirk Meadows Dr,
Beltsville, MD 20705
Tel 202.578.5324
Fax 301.210.2787
www.kone.com
madelin.rogers@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the elevator located at the Jefferson County Judiciary Center.

KONE will add a rear entrance at the top landing. In order to add a rear entrance KONE will perform the following work:

There will be changes made on the software from the original manufacturer of controller. KONE will install new stainless steel landing door and door frame, and all equipment related to door opening. One new hall fixture and one new hall lantern will be installed to match existing fixture and lantern as closely as possible.

KONE will provide temporary barricade to secure the area while the area is under construction.

KONE will cover any permit or inspection as required.

Related work will include:

The installation of support lentils, demolition and removal of existing hoistway wall in order to install new door frame. Patching of existing CMU wall, cutting and patching of existing dry wall. The new dry wall shall be painted to match existing paint as closely as possible.

This proposal excludes any flooring at the landing.

**Lead time of 4-5 weeks.

***All work shall be performed during regular business hours.

Price

Our total price to perform the above-mentioned work amounts to: \$44,597.00 (Forty-Four Thousand, Five Hundred Ninety-Seven Dollars), plus applicable taxes.

**The pricing in this proposal is based off of your current US Communities maintenance agreement. Contract Number #40105863.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. The attached invoice will serve as a receipt for the down payment provided.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Jefferson County Commission

Respectfully submitted by,
KONE Inc.

(Signature)

Madelin Rogers, Service Sales Representative

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Barbara J. Miller, Director.

Department or Organization: Jefferson County Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: December 15, 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*):

1. *Approval of Emergency Management Performance Grant (EMPG) Application*
2. *Approval of the 2016 Jefferson County Emergency Operations Plan*
3. *Recommendation from JCHSEM Steering Committee for appointments/reappointments to the JCHSEM Steering Committee.*
4. *Reminder that all County Commissioners and County Administrator staff need to complete NIMS On-line Training (National Incident Management Training) Courses IS-700 and IS-100 to be in compliance with grant applications.*

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

1. *Each year, JCHSEM has the opportunity to apply for a grant that reimburses the County Commission for a portion of our salaries and planning dollars spent in return for our staff doing required training, participation in disaster exercises, updating our Emergency Operations Plan, participation in state director's meetings, and other state-required activities.*
2. *Each year we are required to update at least 4 sections of our Emergency Operations Plan (EOP). This EOP reflects changes to the following annexes: Basic Plan; Annex A. Direction and Control; Annex F. Public Health and Medical Services; Annex O. Animals in Disaster; Annex I. Firefighting and Rescue; Annex R Flood Warning Plan, and Annex T. Training and Exercises.*
3. *Appointments to the JCHSEM Steering Committee are for a period of 2 years. These appointments are recommended by the current committee and final approval is from the County Commission. (Please see attached letter from the Committee)*
4. *The National Incident Management System Fact Sheet is attached to this document.*

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*):

1. I move to approve the 2016 EMPG (Emergency Management Grant Application)
2. I move to approve the 2016 Jefferson County Emergency Operations Plan.
3. I move to approve the reappointments of the following people to serve on the JCHSEM Steering Committee for a term of 2 years beginning January 1, 2017: Sheriff Pete Dougherty, representing Law Enforcement; Kelly Parsons (Nichols, DeHaven and Associates), representing the Private Sector; John Reisenweber, Jefferson County Development Authority, representing business; Holly Morgan Frye, Shepherd University, representing education; Mason Carter, representing the Jefferson County Engineering Department and Jane Tabb, Jefferson County Commission Representative.
4. Discussion only--No formal action needed.

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

If not attached, explain:

Attachment:

1. Letter of recommendation of the Steering Committee from their meeting of December 06, 2016.
2. Copy of 2016 EMPG Grant Application

3. Due to the sensitive nature of the Emergency Operations Plan, a copy of the document is in the County Commission Office for County Commissioners to review. This document is FOUO (For Official Use Only).
4. NIMS Fact Sheet for Public Officials and sheet with the websites for the NIMS 700 and 100 Courses.

Is equipment needed? Projector N Click here to enter text. Internet/Wi Fi N Click here to enter text. Telephone
for conference call N Click here to enter text.

Contact information:

Email address: bmiller@jeffersoncountywv.org. Phone Number: 304-728-3290

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

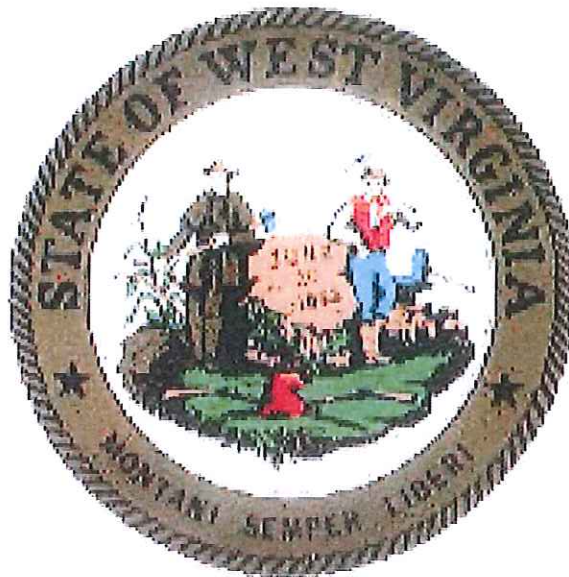
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WEST VIRGINIA

EMPG PROGRAM

**Sub-grant Application
2016 Funds**

**Effective November 18, 2016
Supersedes Previous Editions**



**Earl Ray Tomblin, Jr.
Governor**

**Joseph C. Thornton, Cabinet Secretary
West Virginia Department of Military Affairs and Public Safety (WVDMAPS)**

**Jimmy Gianato, Director,
West Virginia Division of Homeland Security and Emergency Management (WVDHSEM)**

<p style="text-align: center;">WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM)</p> <p style="text-align: center;">2016 EMPG PROGRAM</p>	<p style="text-align: center;">REQUEST FOR PROPOSALS</p> <p style="text-align: center;">2016 FUNDS</p>
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The West Virginia Division of Homeland Security and Emergency Management is announcing the availability of 2016 Emergency Management Performance Grant (EMPG) funds. Program funds are available to units of state or local governments to be utilized in a manner which is consistent with and supportive of the overall implementation of the State's Homeland Security Strategy and the National Preparedness System.

- Local jurisdictions (counties and the City of Charleston) are eligible and invited to apply for EMPG funds in amounts to be determined for the purpose of establishing, continuing and improving local emergency management functions.

The EMPG is administered by WVDHSEM with funding provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency.

WVDHSEM must **receive** applications for this program **no later than 4:00pm on January 13, 2017**. Applications received after this date, or incomplete applications will not be considered for funding. ***All completed applications MUST be submitted via HSIN WV-EM portal.*** Faxed applications will not be accepted. Enclosed is an EMPG Application, which identifies the program purpose areas and provides general program and application guidance.

Should you have any questions or need further assistance regarding this matter, please contact Tommy Dingess, Director of Administration, with the West Virginia Division of Homeland Security and Emergency Management at (304) 558-5380, or via email at: tommy.l.dingess@wv.gov.

Program Guidelines

To assist with completing the application, the complete 2016 federal program guidelines can be obtained on the internet at the following link: <https://www.fema.gov/fiscal-year-2016-emergency-management-performance-grant-program>. All funds expended must comply with the guidance outlined in the federal guidelines and must meet the additional guidelines established by the state. Failure to meet all of the requirements may result in loss of funding and a requirement that any funds received by the local jurisdiction be returned to the State.

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 EMPG PROGRAM	GRANT APPLICATION INSTRUCTIONS
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COMPLETED APPLICATION MUST INCLUDE:

- Applicant:** Name, address, phone and fax number of the agency applying for funds.
- Project Director:** Name, address, phone, fax and email of the individual charged with the implementation and day-to-day operations of the project. **This person cannot also be listed as the Authorized Official or the Fiscal Officer. This person is normally the local director of emergency services.**
- Fiscal Officer:** Name, address, phone, fax and email of the person responsible for the fiscal records/reports of the project. **This person cannot also be listed as the Authorized Official or the Project Director. This person is normally the local clerk or treasurer.**
- Authorized Official:** The President of the County Commission or the Mayor/City Manager, as appropriate. **This person cannot also be listed as the Project Director or Fiscal Officer.**
- Funds Requested:** Amount requested from WVDHSEM by the applicant agency.
- Project Matching/
Funds:** EMPG is a 50% matching grant. Local jurisdictions must commit the 50% match to be eligible.
- Project Period:** January 1, 2016 through December 31, 2016.
- Certification:** Typed or printed name, title and original signature of the County Commission President or Mayor/City Manager. This is the individual who would be authorized to enter into a contractual agreement with WVDHSEM.

If you should have any questions or need further assistance in the preparation of this application, please contact WVDHSEM at (304) 558-5380

The Authorized Official must sign where indicated on page 1 of the grant application before submission.

Program Guidelines

To assist with completing the application, the complete 2016 program guidelines can be obtained on the internet at the following link: <https://www.fema.gov/fiscal-year-2016-emergency-management-performance-grant-program> .

ALL COMPLETED APPLICATIONS MUST BE SUBMITTED VIA HSN WV-EM PORTAL.
RETURN COMPLETED PAGE 1 OF THE APPLICATION WITH ORIGINAL SIGNATURES IN BLUE INK TO:

Division of Homeland Security and Emergency Management
2016 EMPG Grant Application
1900 Kanawha Blvd., East
Building 1, Room EB-80
Charleston, WV 25305

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 EMPG PROGRAM	GRANT APPLICATION SUBMISSION CHECKLIST
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Prior to submitting the application, indicate that the following tasks have been completed by checking the boxes below:

- The application has been completely filled out.
- The Project Narrative (page 7) ***MUST*** follow the same outline shown on page 6 of the application and be as detailed as possible.
- Math has been double-checked, is accurate, and has been rounded to the nearest whole dollar amount.
- Authorized Official has signed page 1 of the grant application. That page, with the ORIGINAL SIGNATURE IN BLUE INK, must be returned by mail to:

Division of Homeland Security and Emergency Management
2016 EMPG Grant Application
1900 Kanawha Blvd., East
Building 1, Room EB-80
Charleston, WV 25305

- ALL COMPLETED APPLICATIONS MUST BE SUBMITTED VIA HSIN WV-EM PORTAL.
- Applicant has been listed as the County Commission (or designated agent), or Municipality.
- USDOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements is completed and signed in blue ink.
- Standard Form LLL is completed and signed in blue ink.
- A copy of the jurisdiction's most recent Single Audit Report is attached to the application submitted via HSIN.

Note: WVDHSEM reserves the right not to consider an application for funding if it is not complete.

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 Emergency Management Performance Grant (EMPG)		GRANT APPLICATION PAGE 1 (CFDA 97.042)	
1. Applicant: <u>Jefferson County Commission</u> Address: <u>P.O. Box 250</u> <u>Charles Town, WV 25414</u> Phone/Fax: <u>304-728-3282/304-728-3320</u>		5. Funds Requested: \$ <u>101,029.00</u> Project Matching Funds (50%): \$ <u>101,029.00</u>	
2. Project Director: <u>Barbara J. Miller, Director</u> Address: <u>28 Industrial Blvd., St. 101</u> <u>Kearneysville, WV 25430</u> Phone/Fax: <u>304-728-3290/304-728-3320</u> Email: <u>bmillers@jeffersoncountywv.org</u>		6. Type of Agency: <input checked="" type="checkbox"/> County <input type="checkbox"/> Municipality DUNS # <u>074-741-4548</u> FEIN <u>55-6000333</u>	
3. Fiscal Officer: <u>Jennifer Maghan</u> Address: <u>P.O. Box 208</u> <u>Charles Town, WV 25414</u> Phone/Fax: <u>304-728-3347/304-728-3279</u> Email: <u>jmaghan@jeffersoncountywv.org</u>		7. Project Period: Beginning Date: <u>January 1, 2016</u> Ending Date: <u>December 31, 2016</u>	
4. Geographic Area Served: <u>Jefferson County</u> <u>WV</u> Pop. (2010 Census): <u>53,500</u>		8. Type of Application: <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
9. Project Title and <i>Brief</i> Description: <p style="text-align: center;">To provide for, and enhance Emergency Management in Jefferson County, West Virginia</p>			
10. Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by any governing body, and the applicant will comply with all of the attached Special Conditions and Assurances if the sub-grant is awarded, including all emergency services staff having undergone criminal background checks in accordance with W. Va. Code Chapter 15-5-15.			
Authorized Official: <u>Patricia Noland</u> <small>TYPED OR PRINTED NAME OF AGENCY HEAD</small>		Title: <u>County Commission President</u>	
Signature: _____		Date: <u>12/17/16</u>	

<p>WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM)</p> <p>2016 EMPG PROGRAM</p>	<p>BUDGET INSTRUCTIONS</p> <p>PAGE 2</p>
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Allowable costs are divided into the categories of (1) Planning; (2) Organization; (3) Equipment; (4) Training; (5) Exercises; and, (6) Management and Administrative.

NOTE: CONSULT THE GENERAL INFORMATION AND REQUIREMENTS GUIDE REGARDING DETAILS OF ALLOWABLE COSTS WITHIN EACH CATEGORY LISTED BELOW.

Planning – Page 3-1 of Application

FY 2016 EMPG Program funds may be used for a range of emergency management planning activities. Planning provides a methodical way to engage the whole community in thinking through the life cycle of potential crises, determining required capabilities, and establishing a framework for roles and responsibilities. Planning should include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Include listing of all representatives and organizations involved in the planning process for each component. *(NOTE: Beginning in calendar year 2016, all planning documents must be accompanied by signature pages that include all representatives involved in the process, along with the organization they represent.)* Planning should be flexible enough to address incidents of varying types and magnitudes. Planning activities for the 2016EMPG **MUST** include, as a minimum, the following work products: (1) Review and update the Threat and Hazard Identification and Risk Assessment (THIRA), based on the most current guidance for this assessment; (2) Review and make recommendations for updates to local emergency operations plans based on the *Evaluation Matrix for Compliance with CPG 101 v.2*, released in May 2011; and, (3) Submit revisions to local emergency operations plans, based on needs identified as the jurisdiction's top two priorities, as identified in the CPG 101 v.2 review above and/or in the local jurisdiction Threat and Hazard Identification and Risk Assessment (THIRA) for 2015. See Page 3-1 of the Budget and Page 6, Project Narrative Instructions, for details of specific requirements for the 2016 program.

Organizational – Page 3-2 of Application

EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should still be linked to achieving goals outlined in the EMPG Project Narrative. In accordance with W. Va. Code Chapter 15-5-15, all emergency services staff must have undergone criminal background checks. All EMPG-funded jurisdictions will be required to submit weekly Jurisdiction Situation Reports via E Team and are due not later than Tuesday of each week. Such reports will include, at a minimum, current operational status, current and following week significant activities, exercises, and training events. *NOTE: WVDHSEM published a schedule on April 4, 2016 for E Team Training environment report submissions, in addition to the weekly Jurisdiction Situation Reports above. These requirements apply to all personnel in positions partially funded using EMPG funds.* Further, local directors **MUST** be either paid full-time or, if paid part-time, provide proof of other funding sources before other funding is approved for projects or equipment. In addition, local jurisdictions with paid part-time directors **MUST** allow sufficient time to the director to complete all requirements under this grant, including training, exercises, planning, and emergency response operations.

Equipment – Page 3-3 of Application

EMPG funds may be used for equipment acquisitions. Approved equipment must be on the Authorized Equipment Listing (AEL) which is located on the internet at: <http://www.fema.gov/preparedness-non-disaster-grants> or <http://www.fema.gov/grants>. Only equipment noted as EMPG eligible on the AEL will be considered for funding. (Be sure to check the eligibility column of the AEL for EMPG purposes.) Further, sub-grantees must provide evidence of ability to sustain equipment purchases. Examples are: maintenance contracts/agreements; licenses; subscriptions; local budget line item references; etc. With respect to communications initiatives and equipment, the sub-grantee agrees to the following:

Budget Instructions
Page 2 (Continued)

In an effort to improve emergency preparedness and response interoperability, all new or upgraded radio systems and new radio equipment should be compatible with a suite of standards called ANSI/TIA/EIAA-102 Phase I (Project 25). These standards have been developed to allow for backward compatibility with existing digital and analog systems and provide for interoperability in future systems. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability in the new nationwide 700 MHz frequency band. The Integrated Wireless Network (IWN) of the U.S. Justice and Treasury Departments has also chosen the Project 25 suite of standards for their new radio equipment. **In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.** In addition, any State level guidelines and initiatives that are developed by the WV Statewide Interoperable Executive Committee (SIEC) must be followed.

Training – Page 3-4 of Application

FY 2016 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align with the current Multi-Year Training and Exercise Plan (TEP) developed through an annual Training and Exercise Planning Workshop (TEPW). Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

NIMS Training:

IS 100.b IS 700.a
IS 200.b IS 800.b

FEMA Professional Development Series:

IS 120.a IS 235.b IS 241.b IS 244.b
IS 230.d IS 240.b IS 242.b

- Conducting all-hazards emergency management training, including FY 2016 NIMS training requirements and state NIMS guidance.
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses as allowed previously under EMPG and not limited to terrorism-related courses.
- Other EMPG-related training activities.

Integrated Public Alert and Warning System (IPAWS) – Directors and selected staff (Directors only have Transmit Authority, at this time)

IS 247.a

NOTE: Personnel only are required the complete the above training once, but are required to maintain proof of completion in local records and available for inspection. If the training was managed in CourseMill, certificates do not need to be provided if they are on the individual's transcript.

Further, local emergency management directors will, after completing the above coursework, continue pursuing emergency management related coursework. Such coursework should address training needs for the director identified in the Multi-Year Training Plan dated 2016. See Page 3-4 of the Budget below for additional details.

PLEASE NOTE: The requirements under Training are evolving and there will be a significant change, subject to changes in federal guidance for the 2017 EMPG Program. WVDHSEM will distribute information on these changes as soon as possible so that local jurisdictions can plan to meet the changing requirements for 2017.

Exercises – Page 3-5 of Application

Per Federal Guidance, all EMPG Program funded personnel must participate in no less than three exercises in a 12 month period and shall complete the following training requirements and record proof of completion. ***This includes support staff, GIS personnel, planners, and anyone else funded with EMPG in part or in full.*** Exercise program managers should develop, execute, and evaluate exercises that address priorities established by the agency or jurisdiction. These priorities should be based on the National Preparedness Goal, Emergency Operations Plans, threat and hazard identification/risk assessments, current process' and procedures, results from previous exercises and real world events. Exercise activities should generally align to priorities outlined in the current Training and Exercise Plan (TEP). Further guidance concerning the TEP can be found at: <https://www.preptoolkit.org/web/hseep-resources>.

**Budget Instructions
Page 2 (Continued)**

The current WV TEP is posted at <http://www.dmaps.wv.gov> in the Exercise Section. Funding may be used for activities such as the following:

- Conducting all-hazards exercises, based on the likely hazards/scenarios identified in the THIRA that a jurisdiction may encounter.
- Conducting emergency management exercises, while incorporating other stakeholders, utilizing ICS and other NIMS principles.
- Other EMPG-related activities, such as HSEEP defined non-operational exercises (Seminars, Workshops, and Table Top Exercises).
- Actual events may fulfill part of the "Exercise Requirement" if a waiver has been submitted to and approved by WVDHSEM.

Management and Administration – Page 3-6 of Application

EMPG sub-grantees may utilize up to 5% of their "total" award from the State of West Virginia for Management and Administrative (M&A) purposes. **95% of the total EMPG award for allowable planning, equipment, training and/or exercise costs + 5% of the total EMPG award for allowable M&A = 100% TOTAL PROJECT COST.**

Match – Pages 3-6 and 4 of Application

The EMPG Grant is a 50% Federal/50% Local 'hard' match (ie, direct cash funding). Federal funds obtained through EMPG CANNOT be matched with other Federal funds.

FUNDING STRATEGY – (Page 4 of Application)

Funding Source (bottom of Page 4, first column):

Separately list each source of funds that will be used in the program (i.e., county commission, municipality, etc.). These are shown on the application.

Amount (bottom of Page 4, second column):

Enter the amount received or anticipated for each source.

Status (bottom of Page 4, last column):

Indicate the status of each funding source as follows:

- A** = Application submitted and under review – typically, this refers to your request for federal budget.
- C** = Funds committed – typically, this category is appropriate for local match.
- R** = Funds received, appropriated or on hand – use this code if local matching funds have been included in local budget resolutions, etc...

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 EMPG PROGRAM	ITEMIZATION OF FUNDS BY CATEGORY PAGE 3-1 (PLANNING ONLY)
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Budget Category	Matching Funds	Federal EMPG Funds	Approved (WVDHSEM Use Only)
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<p><u>Planning:</u></p> <p>Planning funds may be used to help the jurisdiction complete the following requirements.</p> <ul style="list-style-type: none"> a. Review and update the Threat and Hazard Identification and Risk Assessment (THIRA), based on the most current guidance for this assessment b. Review and make recommendations for updates to local emergency operations plans based on the <i>Evaluation Matrix for Compliance with CPG 101 v.2</i>, released in May 2011. See link below: www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf. c. Prepare and submit revisions to the local emergency operations plan, based on the top two priorities identified in the CPG 101 v.2 review above and/or in the local jurisdiction Threat and Hazard Identification and Risk Assessment (THIRA) for 2015. Submissions to be made via HSIN, as the revisions are completed. <p>Updates for Jefferson County COOP & EOP</p>	4,250.00	4,250.00	
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-6	↓	↓	↓

* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.*

WEST VIRGINIA
Division of Homeland Security and
Emergency Management (WVDHSEM)

2016 EMPG
PROGRAM

ITEMIZATION OF FUNDS BY CATEGORY

PAGE 3-2
(ORGANIZATIONAL ONLY)

Budget Category	Matching Funds	Federal EMPG Funds	Approved (WVDHSEM Use Only)
<p><u>Organizational:</u></p> <p>EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should still be linked to achieving goals outlined in the EMPG Project Narrative. In accordance with W. Va. Code Chapter 15-5-15, all emergency services staff must have undergone criminal background checks.</p> <p>All EMPG-funded jurisdictions will be required to submit weekly Jurisdiction Situation Reports via E Team and are due not later than Tuesday of each week. Such reports will include, at a minimum, current operational status, current and following week significant activities, exercises, and training events.</p> <p>Further, local directors MUST be either paid full-time or, if paid part-time, provide proof of other funding sources before other funding is approved for projects or equipment. In addition, local jurisdictions with paid part-time directors MUST allow sufficient time to the director to complete all requirements under this grant, including training, exercises, planning, and emergency response operations.</p> <p><u>Jurisdictions must specify positions for which they are requesting funding so that grant requirements can be tracked for these individuals.</u></p> <p>Barbara Miller, Director Sandee Niles, Deputy Director (01JAN-30JAN16) Stephen Allen, Deputy Director (23MAY-31DEC16) Brandon Vallee, Adm. Asst./PIO/Vol Coordinator</p>	<p>49,483.00 3,449.00 17,381.00 26,466.00</p>	<p>49,483.00 3,449.00 17,381.00 26,466.00</p>	
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-6	↓	↓	↓

* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.*

WEST VIRGINIA
Division of Homeland Security and
Emergency Management (WVDHSEM)

2016 EMPG
PROGRAM

ITEMIZATION OF FUNDS BY CATEGORY

PAGE 3-3
(EQUIPMENT ONLY)

Budget Category	Matching Funds	Federal EMPG Funds	Approved (WVDHSEM Use Only)
<p><u>Equipment:</u> (Please see Authorized Equipment List (AEL) at https://www.fema.gov/media-library/assets/documents/101566 under the <i>Grant Programs Information and Resources</i> tab while preparing budget.</p> <p>With respect to communications initiatives and equipment, the sub-grantee agrees to the following:</p> <p><i>In an effort to improve emergency preparedness and response interoperability, all new or upgraded radio systems and new radio equipment should be compatible with a suite of standards called ANSI/TIA/EIAA-102 Phase I (Project 25). These standards have been developed to allow for backward compatibility with existing digital and analog systems and provide for interoperability in future systems. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability in the new nationwide 700 MHZ frequency band. The Integrated Wireless Network (IWN) of the U.S. Justice and Treasury Departments has also chosen the Project 25 suite of standards for their new radio equipment. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 <u>compliant</u>. In addition, any State level guidelines and initiatives that are developed by the WV Statewide Interoperable Executive Committee (SIEC) regarding communications will be followed by the sub-grantee.)</i></p>			
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-6	↓	↓	↓

* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.*

WEST VIRGINIA
Division of Homeland Security and
Emergency Management (WVDHSEM)

2016 EMPG
PROGRAM

ITEMIZATION OF FUNDS BY CATEGORY

PAGE 3-4
(TRAINING ONLY)

Budget Category	Matching Funds	Federal EMPG Funds	Approved (WVDHSEM Use Only)
<p><u>Training:</u></p> <p>EMPG funds may be used to enhance the capabilities of state and local emergency preparedness and response personnel through development of state and local homeland security training programs which are consistent with and supportive of the overall implementation of the State Homeland Security Strategy.</p> <p>ALL personnel in positions funded in whole or in part by 2016 EMPG funds must complete, not later than the end of the performance period, the following training courses, available through the Emergency Management Institute's Independent Study Program:</p> <p>National Incident Management System (NIMS) Training: IS 100.b IS 200.b IS 700.a IS 800.b</p> <p>AND</p> <p>FEMA Professional Development Series: IS 120.a IS 235.b IS 241.b IS 244.b IS 230.d IS 240.b IS 242.b</p> <p>Integrated Public Alert and Warning System (IPAWS) – Directors and selected staff (Directors only have Transmit Authority, at this time): IS 247.a</p> <p><u>NOTE: Personnel only are required to complete the above training once, but are required to maintain proof of completion in local records and available for inspection. If the training was managed in CourseMill, certificates do not need to be provided if they are on the individual's transcript.</u></p> <p>Further, full-time or part-time directors must, after completing the above coursework, continue pursuing emergency management related coursework. Such coursework should address training needs for the director identified in the local jurisdiction's THIRA and After Action Reports. Directors must complete a total of 40 hours of emergency management training during the grant performance period. This training requirement includes at least 24 hours of classroom instruction at EMI or through State-approved courses, and up to 16 hours of approved non-classroom courses. All online FEMA, NFA, or DHS courses that are emergency management related can be used to fulfill the non-classroom requirement. All other courses must be prior approved. Such approval will be based on written submission to WVDHSEM. These submissions must be presented at least 60 days prior to the start date before credit is granted. The request must include the course description, objectives, and list of instructors' names and, for conferences, the agenda and list of speakers. <u>Copies of Completion Certificates must be included with the appropriate Quarterly Report or reimbursement request for approved courses.</u></p> <p><u>PLEASE NOTE: The requirements under Training are evolving and there will be a significant change, subject to changes in federal guidance for the 2017 EMPG Program. WVDHSEM will distribute information on these changes as soon as possible so that local jurisdictions can plan to meet the changing requirements for 2017.</u></p>			
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-6	↓	↓	↓

* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.*

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 EMPG PROGRAM	ITEMIZATION OF FUNDS BY CATEGORY PAGE 3-5 (EXERCISES ONLY)
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Budget Category	Matching Funds	Federal EMPG Funds	Approved (WVDHSEM Use Only)
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<p>Exercises:</p> <hr/> <p>EMPG funds may be used to design, develop, conduct, and evaluate emergency management related exercises. Exercises must be consistent with the principles and methodology outlined in the Homeland Security Exercise and Evaluation Program (HSEEP), as well as applicable emergency management standards. All exercises must be administered using HSEEP methodology and documentation procedures. In order to receive EMPG grant credit, the jurisdiction must complete an <i>After Action Report (AAR)</i>, an <i>Improvement Plan (IP)</i>, and include them in their quarterly submission along with a <i>Roster</i> signed by all exercise participants. Documentation must be submitted once completed and approved by the Exercise Planning Committee prior to the quarterly reimbursement request. Exercises can be, and are recommended to be, developed and administered at a multi-jurisdictional and multi-discipline level.</p> <p>As required in the 2016 federal EMPG Guidance, ALL employees in positions partially or fully funded by EMPG funds MUST participate in a minimum of three (3) exercises in a 12-month period. These exercises as defined in HSEEP can be Non-Operational or Operational. This includes all support staff such as administrative assistants, secretaries, deputy directors, etc.</p> <p>NOTE: Actual Events may fulfill part of the exercise requirement, if a waiver has been submitted to and approved by WVDHSEM.</p>			
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-6	↓	↓	↓

* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.*

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 EMPG PROGRAM	ITEMIZATION OF FUNDS BY CATEGORY PAGE 3-6 (MANAGEMENT AND ADMINISTRATIVE)
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Budget Category	Matching Funds	Federal EMPG Funds	Approved (WVDHSEM Use Only)
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<u>Management and Administrative:</u> (Maximum of 5% of request/award)			
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TOTAL MATCHING FUNDS:	101,029.00		
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TOTAL FEDERAL EMPG FUNDS:		101,029.00	
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TOTAL APPROVED PROJECT:			202,058.00
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* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.*

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 EMPG PROGRAM	BUDGET SUMMARY PAGE 4
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Applicant: Jefferson County Commission	Type of Application: <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision
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Category	EMPG Funds (A) *	Matching Funds (B) **	Total Funds (A + B)
Planning	4,250.00	4,250.00	8,500.00
Organization	96,779.00	96,779.00	193,558.00
Equipment			
Training			
Exercises			
Management and Admin (max 5%)			
Total Budget	101,029.00	101,029.00	202,058.00

FUNDING STRATEGY

Funding Source(s)	Amount	Status
EMPG Funds:	\$101,029.00	A
Matching Funds (If Applicable):	\$101,029.00	C
Total:	\$202,058.00	

* Total of column A shall be placed in the space on page 1 – item number 5, for Funds Requested.

** Total of column B shall be placed in the space on page 1 – item number 5, for Project Matching Funds.

All funds must be rounded to the nearest whole dollar amount.

WEST VIRGINIA
Division of Homeland Security and
Emergency Management (WVDHSEM)

2016 EMPG
PROGRAM

BUDGET NARRATIVE

PAGE 5

Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the budget narrative, please identify data by the major budget category involved (i.e. Planning, Organizational, Equipment, Training, Exercises and Management and Administrative.

Applications submitted which do not provide a sufficient narrative may be subject to exclusion. Use additional blank pages as necessary.

PLANNING: (This category **MUST** include a brief statement about how the jurisdiction's planning efforts will assist the jurisdiction to meet the mandatory planning requirements.)

ORGANIZATIONAL: (This category **MUST** describe the status of the local emergency services director (full- or part-time paid) and other staffing necessary to maintain a functional structure for local emergency management.) EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should still be linked to achieving goals outlined in the EMPG Project Narrative. In accordance with W. Va. Code Chapter 15-5-15, all emergency services staff must have undergone criminal background checks. All EMPG-funded jurisdictions will be required to submit weekly Jurisdiction Situation Reports via E Team and are due not later than Tuesday of each week. Such reports will include, at a minimum, current operational status, current and following week significant activities, exercises, and training events. Further, local directors **MUST** be either paid full-time or, if paid part-time, provide proof of other funding sources before other funding is approved for projects or equipment. In addition, local jurisdictions with paid part-time directors **MUST** allow sufficient time to the director to complete all requirements under this grant, including training, exercises, planning, and emergency response operations.

EQUIPMENT: (This category **MUST** include a brief statement regarding how each piece of equipment will be used to enhance the capabilities for emergency response and also include the AEL item number. This statement and AEL item number for each piece of equipment will be used to assist in determining whether the items are allowable under existing guidelines. With respect to communications initiatives and equipment, the sub-grantee agrees to the following:

In an effort to improve emergency preparedness and response interoperability, all new or upgraded radio systems and new radio equipment should be compatible with a suite of standards called ANSI/TIA/EIAA-102 Phase I (Project 25). These standards have been developed to allow for backward compatibility with existing digital and analog systems and provide for interoperability in future systems. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability in the new nationwide 700 MHz frequency band. The Integrated Wireless Network (IWN) of the U.S. Justice and Treasury Departments has also chosen the Project 25 suite of standards for their new radio equipment. In an effort to realize Improved Interoperability, all radios purchased under this grant should be APCO 25 compliant. In addition, any State level guidelines and initiatives that are developed by the WV Statewide Interoperable Executive Committee (SIEC) and its successor the West Virginia Statewide Interoperable Radio Network (SIRN) regarding communications will be followed by the sub-grantee.)

TRAINING: (This category **MUST** include a brief statement regarding how proposed training will help in terms of emergency management purposes and initiatives, particularly closing gaps identified in the THIRA. The narrative will be used to assist in determining whether the training(s) is allowable under existing guidelines.)

EXERCISES: (This category **MUST** include a brief statement regarding how proposed exercises will help evaluate and validate capabilities and close gaps as identified in the THIRA. These capabilities should be the focus of the exercise scenario. The narrative should outline the specific types of expenditures which will support the development, conduct, and assessment of the exercise. Reminder: Exercises must be compliant with HSEEP, and notification should be provided in advance to WVDHSEM.)

MANAGEMENT AND ADMINISTRATIVE:

Use additional blank pages as necessary

WEST VIRGINIA Division of Homeland Security and Emergency Management (WVDHSEM) 2016 EMPG PROGRAM	PROJECT NARRATIVE INSTRUCTIONS PAGE 6
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On page 7 of this Application, please explain the project utilizing the following outline. State clearly and in concise detail the goals, objectives and intentions of the project; precisely what will be done; who will be involved; and the anticipated result. Add pages as necessary.

PURPOSE: The purpose of the EMPG is to enhance the local jurisdiction by assisting in the development and maintenance of an emergency management program.

REQUIREMENTS: Describe in some detail how your jurisdiction will implement the following requirements during the performance period of this grant. Include a prioritized list of all substantial and concrete goals in each performance area of this project that the jurisdiction will attempt to achieve and the reasons why each of these goals can be met. These goals may be both short and long range. Carefully communicate and relate the goal(s) back to the goals on the WV State Homeland Security Strategy Goals and Objectives. In other words, which Statewide Strategy goals are being addressed during this performance period? In order to continue to receive funds under this grant, all jurisdictions must meet the following criteria:

1. **Planning (minimum grant requirements must be met) – You must develop/update/revise a minimum of three (3) planning products during the year. The mandatory plan component developments/revisions for this year are:**
 - a. Review and update the Threat and Hazard Identification and Risk Assessment (THIRA), based on the most current guidance for this assessment.
 - b. Review and make recommendations for updates to local emergency operations plans based on the *Evaluation Matrix for Compliance with CPG 101 v.2*, released in May 2011. See link below: www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - c. Prepare and submit revisions to the local emergency operations plan, based on the **top two priorities identified in the CPG 101 v.2 review above and/or in the local jurisdiction Threat and Hazard Identification and Risk Assessment (THIRA) for 2015**. Submissions to be made via HSIN, as the revisions are completed.

All planning component documents must be submitted via the HSIN WV-EM Portal.

NOTE: Pen-and-ink corrections are no longer accepted.

2. **Organizational – The jurisdiction must employ either a full-time or part-time paid emergency services director. Substantial organizational costs relating to emergency management functions may be reimbursed under this portion of the grant. Each participating jurisdiction must have internet access and email support and must actively participate in the State's electronic emergency management system. Each participating jurisdiction must have a designated and equipped emergency operations center and must ensure that emergency management contact information is regularly updated and provided to WVDHSEM.**

EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should still be linked to achieving goals outlined in the EMPG Project Narrative. In accordance with W. Va. Code Chapter 15-5-15, all emergency services staff must have undergone criminal background checks. All EMPG-funded jurisdictions will be required to submit weekly Jurisdiction Situation Reports via E Team and are due not later than Tuesday of each week. Such reports will include, at a minimum, current operational status, current and following week significant activities, exercises, and training events. **NOTE: WVDHSEM published a schedule on April 4, 2016 for E Team Training environment report submissions, in addition to the weekly Jurisdiction Situation Reports above. These requirements apply to all personnel in positions partially funded using EMPG funds.**

Project Narrative Instructions
Page 6 (Continued)

Further, local directors **MUST** be either paid full-time or, if paid part-time, provide proof of other funding sources before other funding is approved for projects or equipment. In addition, local jurisdictions with paid part-time directors **MUST** allow sufficient time to the director to complete all requirements under this grant, including training, exercises, planning, and emergency response operations.

At a minimum, weekly Jurisdiction Situation Reports and other designated reports, must be entered into E Team and include a brief situation summary for the jurisdiction as of the report time. In addition, all emergency management incidents must be entered in a timely manner. Familiarity with E Team is essential as it will be the primary means of making Requests for Assistance to the State. Failure to do these weekly reports could result in suspension of funding.

3. **Equipment** – The jurisdiction **must** submit an itemized list of equipment to be purchased under this grant. All equipment purchase listings **must** include brief justification for the individual items or systems and describe how the equipment will assist the jurisdiction to meet specific goals and objectives contained in the West Virginia State Homeland Security Strategy Goals and Objectives. ALL equipment included **must** be on the AEL and purchases **must** be prior-approved by WVDHSEM.
4. **Training** – **ALL** personnel in positions funded in whole or in part by 2016 EMPG funds must complete, not later than the end of the performance period, the following training courses, available through the Emergency Management Institute's Independent Study Program:

National Incident Management System (NIMS) Training:
IS 100.b IS 200.b IS 700.a IS 800.b

AND

FEMA Professional Development Series:
IS 120.a IS 235.b IS 241.b IS 244.b
IS 230.d IS 240.b IS 242.b

NOTE: Personnel only are required to complete the above training once, but are required to maintain proof of completion in local records and available for inspection. If the proof of this training has been submitted for previous EMPG reimbursements, it does not need to be submitted again.

Integrated Public Alert and Warning System (IPAWS) – Directors and selected staff (Directors only have Transmit Authority, at this time)

IS 247.a

Further, full-time or part-time directors must, after completing the above coursework, continue pursuing emergency management related coursework. Such coursework should address training needs for the director identified in the jurisdiction's THIRA and After Action Reports and Improvement Plans from recent exercises. Directors must complete a total of 40 hours of emergency management training during the grant performance period. This training requirement includes at least 24 hours of classroom instruction at EMI or through State-approved courses, and up to 16 hours of approved non-classroom courses. All online FEMA, NFA, or DHS courses that are emergency management related can be used to fulfill the non-classroom requirement. All other courses must be prior approved. Such approval will be based on written submission to WVDHSEM. These submissions must be presented at least 60 days prior to the start date before credit is granted. The request must include the course description, objectives, and list of instructors' names and, for conferences, the agenda and list of speakers. Copies of Completion Certificates for the 40 hours of training must be included with the appropriate Quarterly Report or reimbursement requests. If the training was managed in CourseMill, certificates do not need to be provided if they are on the individual's transcript.

5. **Exercises** – Exercises must be designed to test some portion of the local emergency operations plan. All exercises will be developed, administered and documented using the Homeland Security Exercise and Evaluation Program (HSEEP) methodology. Exercises can be, and are recommended to be, developed and administered at a multi-jurisdictional and multi-discipline level. All exercises **MUST** utilize NIMS Concepts and Principles and **MUST** be designed, developed, conducted and evaluated in accordance with HSEEP. Further detailed information on HSEEP can be found at: <https://www.preptoolkit.org/web/hseep-resources> . Exercise activities should generally

Project Narrative Instructions

Page 6 (Continued)

align to priorities outlined in the current Training and Exercise Plan (TEP). The current WV Training and Exercise Plan can be found at <http://www.dmaps.wv.gov/>. As required in the 2016 EMPG Guidance, **ALL** employees in positions partially or fully funded by EMPG funds **MUST** participate in a minimum of three (3) exercises in a 12-month period. This includes support staff such as administrative assistants or secretaries.

OBJECTIVE(S)

Specific statements of desired achievement, which reflect project emphasis. Objectives should be clearly qualified, time-framed and measurable terms of planned levels of project performance to be achieved. The results of objectives must be specific, not general, and must be recognizable and understandable. **It is extremely important to realize that objectives must be achievable and feasible within the specific performance period of this grant. Carefully communicate and relate the objective(s) back to the objectives in the West Virginia State Homeland Security Strategy Goals and Objectives. In other words, which State Homeland Security Strategy objectives are being addressed?**

IMPLEMENTATION (Key Activities/Milestones)

Describe the major activities necessary to implement the project including an operational schedule for the project. This should incorporate specific activities, services, and procedures to be followed, and how achievement will be documented. For extremely comprehensive projects, a milestone chart is recommended which provides a clear time-line estimating the time necessary for each phase of this project. This is a very important tool used to organize data into categories for follow-up purposes measuring the "What", "Where", "Who", "When" and "How" for each objective. The information placed in this chart can be used as a management tool to monitor progress.

PROJECT ASSESSMENT / EVALUATION

Specify the indicators and measures to be used to assess the results of this project.

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Purpose: The purpose of the EMPG is to enhance the local jurisdiction by assisting in the development and maintenance of an emergency management program. Jefferson County has a comprehensive emergency management program that meets the criteria of this grant, as listed below.

Requirements:

1. Planning

a. Jefferson County will review and update its THIRA using the Whole Community Approach to planning. Upon receipt of the planning document from WVDMAPS, we will hold several planning meetings involving as many stakeholders as possible to the planning process. We will meet the criteria and the deadlines, turning in a final document prior to the deadline.

b. JCHSEM staff and Whole Community Stakeholders and a contractor will review and update the Emergency Operations Plan (EOP), based upon the Evaluation Matrix for Compliance with CPG-101 v. 2. The annexes being reviewed and updated for 2016 include: Basic Plan, Annex A: Direction and Control; Annex F: Public Health and Medical Services; Annex O: Animals in Disaster; Annex I: Firefighting and Rescue; Annex R: Flood Warning Plan; Annex T: Training and Education. Additionally, JCHSEM, Department Heads and Elected Officials, along with our contractor, will update the Jefferson County Government Continuity of Operations Plan and hold a Training and Table Top Exercise on the updated COOP.

c. The following documents will be submitted via HSIN WV-EM Portal:

2016 THIRA

2016 CPG-101 Evaluation Matrix

2016 EOP (Emergency Operations Plan

2016 COOP (Continuity of Operations Plan) for County Government

2. Organizational:

Jefferson County employs a Full Time Director, a Full Time Deputy Director/Planner/Program Manager, and a Full Time Administrative Assistant/Public Information Officer/Volunteer Coordinator (3 Full Time positions). All staff has successfully passed a background investigation, has been sworn in, per state code 5-15-5, and each has been issued a state PIV-I credential. We do have internet access, email support, and actively participate in the state's electronic emergency management system, ETEAM by submitting monthly training on ETEAM, and weekly situation reports, in addition to use during training, exercises, and actual events. We do have a designated and equipped emergency operations center and we do update our emergency management contract information regularly and provide that information to the State EOC.

3. **Equipment:** N/A No equipment is being purchased with this grant

4. **Training:** All JCHSEM personnel has completed all NIMS training and FEMA Professional Development Series. All staff has completed IPAWS training. The Director will complete at least 40 hours of training over the course of this grant period. Copies of all certificates will be submitted via HSIN WV-EM Portal.

5. **Exercises:** During 2016, all JCHSEM staff will participate in the Dark Grid Exercise Series, an HSEEP-Compliant exercise series using the NIMS, beginning with an initial planning meeting, moving to a TTX, a Functional Exercise, and a Full Scale Exercise. Additionally, JCHSEM staff will participate in the COOP TTX. All AARs and Sign In Sheets will be submitted to Charles Bennett at WVDMAPS and through the HSIN WV-EM Portal. Please note the employment dates of 2 different deputy directors during 2016. All JCHSEM staff has completed HSEEP Training.

6. **Objectives:**

Jefferson County has a comprehensive emergency management program that is a jurisdiction-wide system that provides for management and coordination of preparedness, response, recovery, and mitigation activities for all hazards. The system encompasses all organizations, agencies, departments, entities, and individuals responsible for emergency management and homeland security functions, including the County, as well as, all municipalities. Over the course of this grant period, Jefferson County HSEM will employ a full time director, a full time deputy director, and a full time administrative assistant to accomplish its mission. We will continue to build partnerships, further institutionalizing the whole community model of emergency management. (Strategic Goal # 1 and Strategic Goal #2)

We have many opportunities for businesses and individuals to get involved, including the following committees: Steering Committee, which also serves as the advisory committee to the Emergency Manager and the County's Citizens Corps Council; Public Awareness, Education and Training Committee; Partnership and Volunteer Development Committee; Risk Assessment and Mitigation Planning Committee; Counter Terrorism Committee; and ad hoc committees that serve a special purpose, such as the Community Rating System Committee. Committee of the National Flood Insurance Program. (Strategic Goal #1; Strategic Goal #2, Strategic Goal #3, and Strategic Goal #5)

We will provide many training opportunities within our jurisdiction, including Training on ETEAM and EOC training for those who serve in our Emergency Operations Center; training on the County Government COOP to Department Heads and elected officials, and participate in events such as the Jefferson County Fair and National Pet Preparedness Day at PetCo and Bark in the Park (pet preparedness) at Jefferson Memorial Park. Additionally, we provide Disaster Ready Kids Programs in our Daycare Centers and Schools and provide preparedness information to Senior Citizens (Strategic Goal #2, Strategic Goal #3, and Strategic Goal #5).

Our staff will attend training throughout the year, including: Implementing Whole Community Resilience and Citizen Corps Programs E-426, at EMI, Faith Based Community Organization Training by RCPD in Moorefield; G-108 Mass Care Training in Flatwoods provided by WVDHSM, Pipeline Emergency Response and Damage Prevention by Paradigm Liaison Services; TSA Surface Transportation Security Industry Day by TSA; State SIRM Conference, WV Floodplain Manager's Workshop; WV Emergency Manager's Conference; and the LEPC Conference, as well as, some EMI Independent Study courses. (Strategic Goal #1, Strategic Goal #2, Strategic Goal #3, Strategic Goal #4, and Strategic Goal #5).

Implementation (Key Activities/Milestones)

Committee meetings are held either monthly, bi-monthly, or quarterly, depending upon the meeting. Planning: We will update annexes within our EOP, based upon CPG-101 information, update our THIRA and our County Government COOP, participate in the Jefferson County Fair, Bark in the Park, National Preparedness Month, Lunch-n-Learns, Disaster Ready Kids Program,

and PrepareAthon and Senior Citizen preparedness. Our staff will be attending training and participating in exercises, as listed above.

Project Assessment/Evaluation:

We will evaluate the progress of this grant throughout the year and at the end of the grant period to assess results of the projects.

**** Use additional blank pages as necessary. ****

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SPECIAL CONDITIONS AND ASSURANCES

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This program is conditioned upon and subject to compliance with the following Special Conditions and Assurances. By attaching a signature to page one (1), item ten (10), of this grant application, the applicant certifies and assures that it will comply with the following Special Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of WVDHSEM, as further clarified in the Administrative Manual for this program; U.S. Department of Homeland Security; and all other relevant Federal/State Regulations, Policies and Guidelines. These Special Conditions and Assurances apply to all EMPG federal and matching funds expended for purposes associated with this project.

All correspondence to the WVDHSEM, which is required and/or occurs as a result or action of any of the following Special Conditions and Assurances, or as a result of the administration of any WVDHSEM grant program, should be addressed to:

WV Division of Homeland Security and Emergency Management
ATTN: 2016 EMPG
1900 Kanawha Blvd., East Capitol Complex
Building 1, Room EB-80
Charleston, WV 25305

1. LAWS OF WEST VIRGINIA:

This application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by WVDHSEM. In accordance with W. Va. Code Chapter 15-5-15, all emergency services staff must have undergone criminal background checks.

2. LEGAL AUTHORITY:

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. RELATIONSHIP:

The relationship of the sub-grantee to the WVDHSEM shall be that of an independent contractor, not that of a joint enterprise. The sub-grantee shall have no authority to bind the WVDHSEM for any obligation or expense without the express prior written approval from WVDHSEM.

4. OPERATIONAL WITHIN 90 DAYS:

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a statement to WVDHSEM explaining the delay in implementation. Upon receipt of the 90-day letter, WVDHSEM may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

5. WRITTEN APPROVAL OF CHANGES:

The sub-grantee must obtain prior written approval from WVDHSEM for all project changes (programmatic, fiscal or otherwise). Additionally, any budget revisions greater than 10% in aggregate must be approved by WVDHSEM.

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6. CIVIL RIGHTS COMPLIANCE:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq.
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C 1681 et seq.
- The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et seq.
- Americans with Disabilities Act of 1990 (ADA): All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

7. PRESS RELEASE:

Release of information pertaining to this sub-grant must include the following information:

1. grant amount;
2. State involvement (WV Division of Homeland Security and Emergency Management, WVDHSEM); and,
3. Federal involvement (U.S. Dept. of Homeland Security), along with the name of the Federal Source (EMPG) including the CFDA # 97.042

8. COMPLIANCE WITH FEDERAL RULES AND REGULATIONS::

Sub-grantee will comply with Title 2, Part 200 of the Code of Federal Regulations (Super Circular). The Super Circular supersedes Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133.

9. ACCESS TO RECORDS and EQUIPMENT:

WVDHSEM, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, and equipment related to the sub-grant and to relevant books and records of contractors.

10. CONFLICT OF INTEREST:

No public official or employee of the sub-grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit to that individual or that individual's immediate family.

11. POLITICAL ACTIVITY:

The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.

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12. RELEASE OF INFORMATION:

All records, papers and other documents kept by recipients of grant funds are required to be made available to WVDHSEM. These records and other documents submitted to WVDHSEM and its grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.

WVDHSEM recognizes that some information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under federal control is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the Federal Division of Homeland Security FOIA Office, and may likely fall within one or more of the available exemptions under the Act.

Sub-Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult the WVDHSEM regarding concerns or questions about the release of potentially sensitive information under state and local laws.

13. NATIONAL AND STATE EVALUATION EFFORTS:

The Sub-grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

14. OBLIGATION OF PROJECT FUNDS:

Funds may not, without prior written approval from WVDHSEM, be obligated prior to the effective start date or subsequent to the termination date of the project period.

15. USE OF FUNDS:

Funds awarded through WVDHSEM may be expended **ONLY** for the purposes and activities specifically covered by the sub-grantee approved project description and budget. Further, this applies to funds awarded through budget revisions by WVDHSEM.

16. COMPLIANCE WITH FEDERAL PROCEDURES:

- Sub-grantee agrees to comply with all requirements as set forth in the Financial Guidance which governs this program.

17. ALLOWABLE AND UNALLOWABLE COSTS:

Allowable and unallowable costs incurred under this grant shall be determined in accordance with the Super Circular.

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18. NON-SUPLANTING:

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds. Approved full-time positions must hire an additional individual to "backfill" the position.

19. MATCHING CONTRIBUTION:

If matching funds are allocated, the applicant assures that those funds shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Cash matching contributions are subject to the same expenditure guidelines established by WVDHSEM and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.

20. PROJECT INCOME:

All income earned by the sub-grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by WVDHSEM and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement.

21. CONSULTANT FEES:

Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with WVDHSEM.

22. SUSPENSION OF FUNDING:

WVDHSEM may suspend, in whole or in part, terminate, or impose other sanctions on any sub-grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other just cause.

23. SANCTIONS FOR NONCOMPLIANCE:

In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, WVDHSEM shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the sub-grantee until the sub-grantee complies;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance has been received.

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24. SUBMISSION/RELEASE OF PROPOSED PUBLICATIONS:

The sub-grantee shall submit one copy of all reports and proposed publications resulting from this agreement to WVDHSEM twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document [product] was prepared under a grant from the United States Department of Homeland Security, and the WV State Homeland Security State Administrative Agency. Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security, nor the WV State Homeland Security State Administrative Agency."

25. PROPERTY ACCOUNTABILITY:

The sub-grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a sub-grant by WVDHSEM. This obligation continues as long as the property is retained by the sub-grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from WVDHSEM. Sub-Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program, with copies provided to the WVDHSEM. The WVDHSEM reserves the right to inspect and review any equipment purchased with this sub-grant.

26. REPORTS:

Each subgrantee shall submit such reports as WVDHSEM shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

Programmatic Reporting: Sub-Grantees must complete and remit for PLANNING to WVDHSEM the requirements shown on PAGE 6. Sub-Grantees must complete and remit for TRAINING to WVDHSEM 40 hours of training as identified PAGE 6 CONTINUED. Sub-Grantees must complete and remit for Exercise to WVDHSEM. EXERCISE OBJECTIVES AS OUTLINED ON PAGE 6 CONTINUED.

Financial Reporting: Sub-Grantees MUST submit to WVDHSEM complete requests for reimbursements with all backup documentation. Sub-Grantees must include signed AEL equipment list, financial recap sheets, form 85-20, and all relevant documentation for your requests. Instructions will be provided separately.

27. PURCHASING:

When making purchases relevant to the sub-grant, the sub-grantee will, at a minimum, abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.

28. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:

Sub-Grantee acknowledges that WVDHSEM, and subsequently the U.S. Department of Homeland Security, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Sub-Grantee agrees to consult with the WVDHSEM regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

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29. Environmental & Historic preservation (EHP)

Subgrantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.

30. INFORMATION SYSTEMS & COMMUNICATIONS EQUIPMENT

The grantee agrees:

- a. That all computer programs (software produced under this grant) will be made available to WVDHSEM for transfer to authorized users in the criminal justice/homeland security community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to WVDHSEM. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages (i.e. Cobol, Fortran, C, C++, XML, etc.) or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.

With respect to communications initiatives and equipment, the sub-grantee agrees to the following:

Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV State Interoperable Radio Network. Per Executive Order 5-14 all communications equipment requests must be reviewed and approved by the Statewide Interoperability Coordinator.

31. TIME EXTENSIONS:

In general, time extensions for this program are unallowable. Unexpended sub-grant funds remaining at the close of the sub-grant period shall be deobligated.

32. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:

Sub-Grantee understands and agrees that it cannot use any sub-grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

WEST VIRGINIA
Division of Homeland Security and
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33. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:

If an audit must be conducted pursuant to the Super Circular, a copy of the audit shall be submitted to SAA as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

34. PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:

- 1.) Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by SAA are appropriated by the WV Legislature; therefore all funds disbursed by the WVDHSEM are considered state funds. The WVDHSEM will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.

As of 9/13/05, the requirements set forth by §12-4-14 are as follows: Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with WVDHSEM a Report of the disbursement of these state funds. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or subgrant closes. The Report shall be made by an Independent certified public accountant and the scope of the Report is limited to showing how the state grant or subgrant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or subgrant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code then the grantee or sub-grantee shall file with SAA a sworn statement of expenditures made under the grant or sub-grant.

The Sub-Grantee assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with this section of the West Virginia Code, as amended.

WEST VIRGINIA
Division of Homeland Security and
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35. EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Each sub-grantee certifies that it has executed and has on file, an Equal Employment Opportunity Plan.

36. VETERANS PREFERENCE:

This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. WVDHSEM defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

37. IMMIGRATION AND NATURALIZATION VERIFICATION:

The sub-grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of Federal funds to verify that employees are eligible to work in the United States.

38. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:

It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act that, as well as the desire of WVDHSEM, to the greatest extent practicable, all equipment and products purchased with Federal funds made available under this grant should be American-made.

39. PERSONNEL TRAINING:

For projects involving payment of personnel or overtime pay, the WVDHSEM reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant funded equipment must be provided, if applicable.

40. ACCOUNTING REQUIREMENTS:

Sub-Grantee agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the sub-grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent Administrative Manual, must be retained and be available for audit purposes.

41. OFFICE OF GRANT OPERATIONS FINANCIAL GUIDE:

Sub-grantee agrees to comply with all requirements as set forth in the Financial Guidance which governs this program.

42. EQUIPMENT:

Sub-Grantees purchasing equipment with grant funds are required to adhere to the established bidding procedures for their respective units of government and or agencies. All equipment must have a primary function of being used in support the EMPG program.

43. MARKING OF EQUIPMENT AND PUBLICATIONS:

Sub-Grantee will ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and WVDHSEM."



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check if the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

55-6000333

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Patricia Noland, Commission President

12/15/2016

5. Signature

6. Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payments made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Jefferson County Homeland Security and Emergency Management
28 Industrial Blvd., Suite 101
Kearneysville, WV 25430

Jefferson County Commissioners:

Patsy Noland, President

Walt Pellish, Vice President

Dale Manuel

Peter Onoszko

Jane Tabb

Jefferson County Homeland Security and Emergency Management Steering Committee:

John Sherwood, Chair, Chamber of Commerce Representative

Ed Smith, Vice Chair, Fire and Rescue Representative

Michele Goldman, Health Representative

Clair Brendel, Mass Care Representative

Katherine Dunbar, Non-Governmental Organization Representative

Mason Carter, Jefferson County Department of Engineering Representative

Jeffrey A. Polczynski, ENP, Jefferson County Emergency Communications Center Representative

Jane Tabb, County Commission Representative

Kelly Parsons, Private Industry Representative

Pete Dougherty, Sheriff, Law Enforcement Representative

Chuck Ellison, Utilities Representative

John Reisenweber, Jefferson County Development Authority Representative

Sanford "Sandy" Green, Region 3 Homeland Security Area Liaison

Holly Frye, Shepherd University Service Learning Program Education Representative

Staff:

Barbara J. Miller, CEM, CFM
Director
304-728-3290-Office
304-283-4227-Mobile
bmiller@jeffersoncountywv.org

Stephen S. Allen
Deputy Director/Planner/Program Manager
304-728-3329-Office
304-279-8233-Mobile
sallen@jeffersoncountywv.org

Brandon C. Vallee
Administrative Assistant/Public Information Officer/Volunteer Coordinator
304-724-8914-Office
304-279-8135-Mobile
bvallee@jeffersoncountywv.org

Fax: 304-728-3320

December 06, 2016

Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

Dear Commissioners:

At a meeting of the Jefferson County Homeland Security and Emergency Management Steering Committee this day, a motion by the body was unanimously passed to propose to you the following list of names as reappointments on this committee:

Pete Dougherty, Sheriff of Jefferson County, representing Law Enforcement
Kelly Parsons, Nichols, DeHaven and Associates, representing the private sector
John Reisenweber, Jefferson County Development Authority, representing business
Holly Morgan Frye, Shepherd University, representing education
Mason Carter, representing the Jefferson Co. Engineering Department
Jane Tabb, County Commission Representative

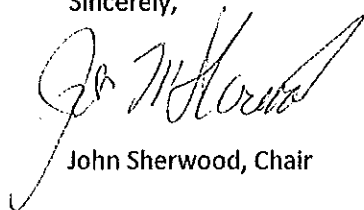
Others on the Steering Committee who are not up for reappointment and continued service this year are:

John Sherwood, Chair, Chamber of Commerce Representative
Clair Brendel, Red Cross, Representative of Community Organization
Michele Goldman, Jefferson County Care Clinic, Representing Health
Sanford "Sandy" H. Green, WV Homeland Security Region 3 Area Liaison
Jeff Polczynski, Director, Emergency Communications
Katherine Dunbar, Non-Profit Representative
Chuck Ellison, Frontier Communications, Utilities Representative
Ed Smith, Fire and Rescue Representative

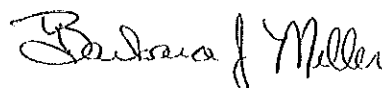
Per our bylaws, "The Steering Committee shall consist of fourteen members, appointed by the County Commission. Appointments shall be for a period of two years. New appointments or reappointments will be made at the first (steering committee) meeting of each calendar year."

Thank you for your support.

Sincerely,



John Sherwood, Chair



Barbara J. Miller, Director

National Incident Management System for Elected Officials

Notice: Independent Study Exams now require a FEMA Student Identification (SID) Number. If you do not yet have a SID, register for one today: <https://cdp.dhs.gov/femasid>

Please do not contact the Independent Study program office as they are unable to provide assistance with these requests.

If you have an inquiry regarding the FEMA Independent Study Program, NIMS or other Emergency Management Institute (EMI) related requests such as: requests for certificates, transcripts, online test scores/results, please contact the FEMA Independent Study program office at 301-447-1200 or email Independent.Study@fema.dhs.gov for further assistance. Please do not contact the FEMA SID Help Desk as they are unable to provide assistance with these requests.

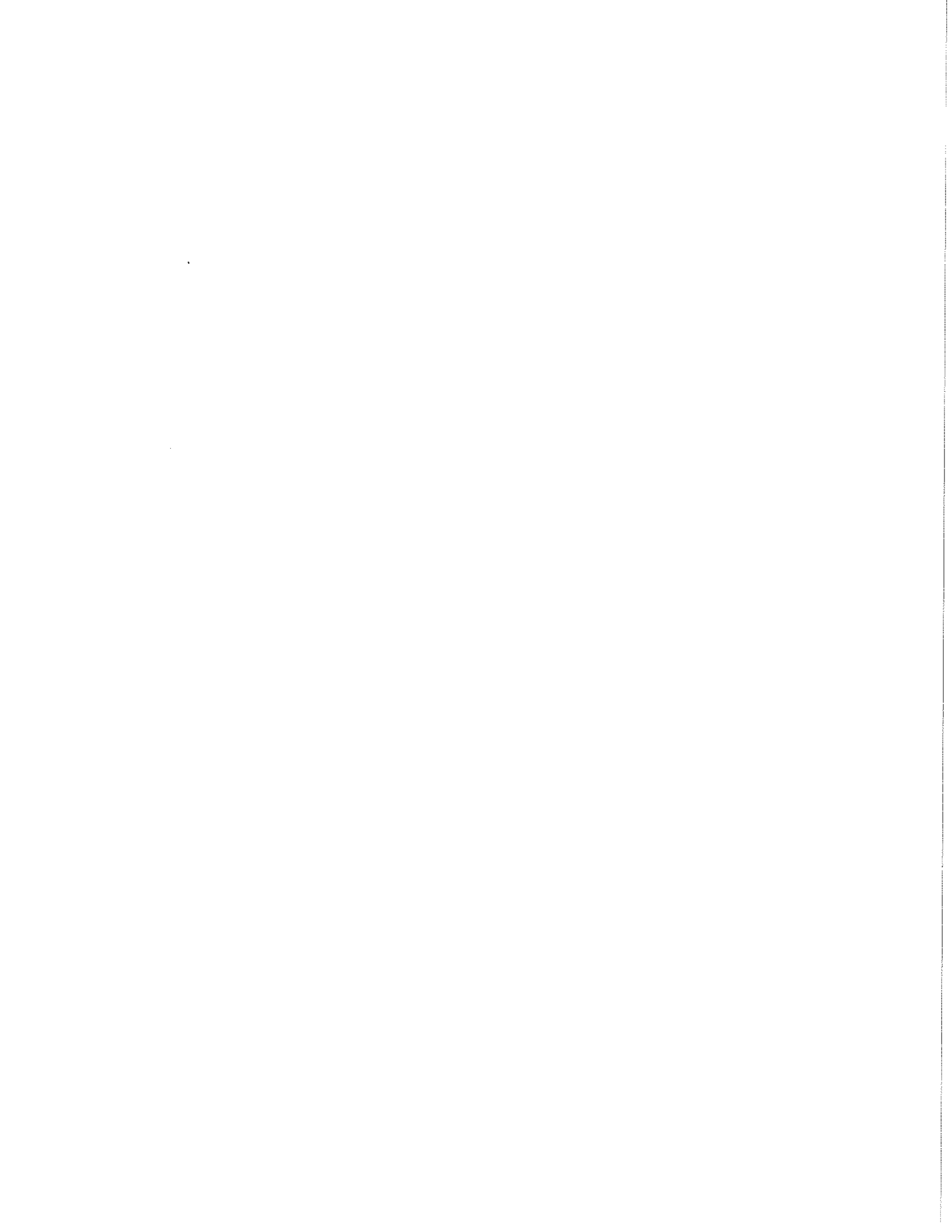
Below are the links to the online courses:

IS-100.B: Introduction to Incident Command System, ICS-100

<https://training.fema.gov/is/courseoverview.aspx?code=IS-100.b>

IS-700.A: National Incident Management System (NIMS) An Introduction

<https://training.fema.gov/is/courseoverview.aspx?code=IS-700.a>



Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

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

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 2 minutes

Date Requested – 1st Choice: 12/15/2016

If a specific date is needed, please provide reason for specific date: **Timing in regards to implementation of training for multiple individuals prior to the Christmas holiday. *Request appointment as late in day as possible due to vendor demonstration in the early morning.**

Subject: **Appointment Request – Full-Time Public Safety Dispatcher**

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

The purpose of this memorandum is to fill the current vacancy of authorized full-time positions.

BACKGROUND

With the recent resignation of a public safety dispatcher in training, the ECC now has one vacancy in the full-time public safety dispatching staff. The ECC has current part-time staff in training desiring full-time employment. (As of this agenda submission, the ECC management have not yet informed the candidate of the job offer due to awaiting background completion expected by week ending 12/9/2016). The County Commission will be provided the name of the candidate at the meeting on 12/15/2016.

The candidate will begin at Grade III Step A with an increase to Step B after completion of full training and release from the training academy.

Respectfully Submitted,

Jeffrey Polczynski, ENP
Director of Communications

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

Motion to approve the employment of _____ as a full-time Public Safety Dispatcher. (name provided on 12/15/2016)

Attachments:



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bill Polk

Department or Organization: **Jefferson County Maintenance**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **December 15, 2016**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval/Signature of WVCFIA Contract Packet**

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

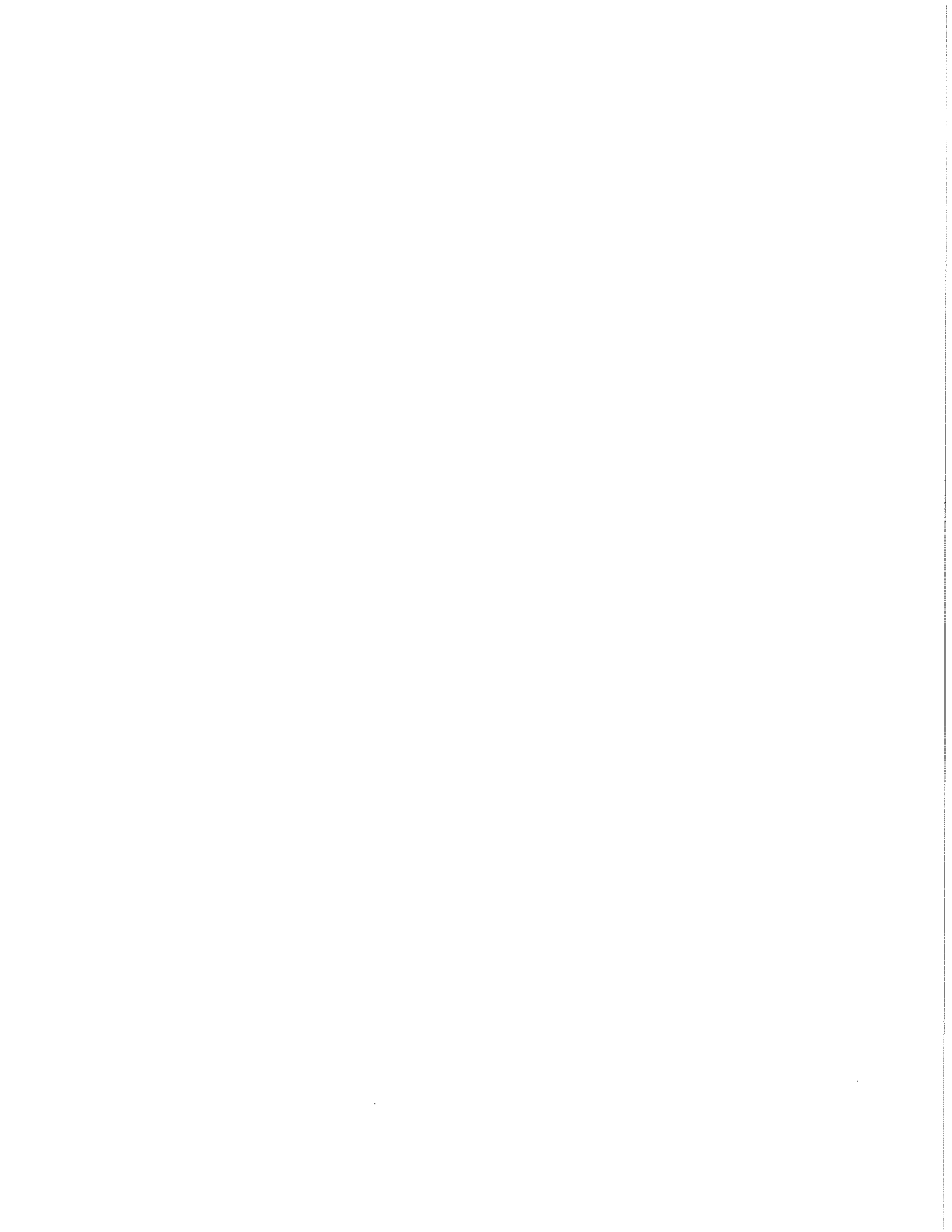
Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable





WEST VIRGINIA
COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
2003 QUARRIER STREET
CHARLESTON, WV 25311

L. D. EGNOR
CHAIRMAN EMERITUS

JOSEPH M. ALONGI
CHAIRMAN

WV COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY

14th Cycle

Contract Signing Instruction Sheet

- Enclosed are your award notice, two contracts, two check-off lists of the grant requirements, a copy of the special conditions and assurances which were part of the original application, a copy of mandatory reports and a checklist from the State Historic Preservation Office (SHPO). Our grant reports are also available on our web-site: www.cfia.wv.gov. They can be found within the tab labeled "Grant Forms". These forms were also emailed to the Project Director.
- The contracts must be signed by the County Commission President **ONLY**. In addition, the check-off lists must be initialed and signed by the Commission President. Please sign the two contracts (in blue ink) and return both copies of the contract and the check-off sheets. The award notice is for you to keep. After we have received the contracts and check-off sheets, Melissa will sign and we will return one of the contracts and one check-off sheet to you for your file.
- Should you have any questions regarding the SHPO information, please contact their office. We simply included their information to assist you with the section 106 review process.
- Please notify our office if you need a copy of your original application. It is included as an attachment to the contract.

If you have any questions or comments, please contact us at (304) 558-5435 or via email at melissa.smith@wvcfia.com.

**West Virginia
Courthouse Facilities
Improvement Authority
Funding Award**

Notification Date
November 2016

Application Number:
14cycJefferson19

GRANT ID NUMBER
14cycJefffe2017

State Fund Number
8685

Grant Cycle
014

Program Name
WV Courthouse Facilities
Improvement Authority

F.E.I.N: 55-6000333

Recipient Name and Address:

Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

Funding Period

From: January 1, 2017
To: December 31, 2017

Project Name

Doors & Windows – Repair original windows

Funding Program ID:

CFIF

Project Number:

14cyc Jefferson14 CY2017 19

Project Description:

Repair, scrape & paint ~35 original windows; Install new magnetic internal storm windows; Replace damaged
woodwork on windows; Replace damaged hardware on 2 sets of doors; Scrape & paint front and side doors

Special Requirements:

Change Orders:

Number: **Date:** **Purpose:**

**COPY OF ORIGINAL AGREEMENT IS ON FILE IN THE OFFICE OF THE COURTHOUSE
FACILITIES IMPROVEMENT AUTHORITY AND IS AVAILABLE FOR INSPECTION.**

Maximum Amount Approved:

\$ 100,000.00

Authorized Signature:

Melissa K. Smith

Date 11/16/16

Melissa K. Smith
Executive Director
WV Courthouse Facilities Improvement Authority

Payment Advice: Reimbursement contingent upon project completion and submission of all required documentation. All project funds secured from sources other than CFIA are the responsibility of the County Commission.

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTH**

AND

Jefferson County Commi

**[14cyc Jefferson14 CY2017 19 : Pr
14cycJeffe2017 : 14cycJeffe
Grant ID Number: Application**

Please Do

Not
Staple

This **AGREEMENT** is entered into this ___ day of _____, 2017, by _____, Director of the West Virginia Courthouse Facilities Improvement Fund, on behalf of the State of West Virginia, and the President of the _____ (the "Recipient" and together with CFIA, the "Parties").

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the "State") known as the Courthouse Facilities Improvement Fund (the "Fund");

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform and carry out in a satisfactory and proper manner as

determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2017 and shall continue such duties until completed or no later than December, 31, 2017. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to [\$100,000.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs (electronic and on CD preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.

10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.
11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State

Historic Preservation Programs).

16. The Parties agree that notice shall be given by personal service or mailed by certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - A. Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311
 - B. Recipient Mailing Address
[Jefferson County Commission]
[P.O. Box 250]
[Charles Town, WV 25414]
17. The Recipient shall hold and save CFIA and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
18. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
19. This Agreement shall be governed by and construed in accordance with the laws of the State.
20. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
21. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties attach their signatures representing that each is acting with full authority.

Commission President
Signature

Date _____



Melissa K. Smith
Executive Director
Courthouse Facilities Improvement Authority

Date _____

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Jefferson County Commission]

[14cyc Jefferson14 CY2017 19 : Project Number]

14cycJeffe2017 : 14cycJefferson19

Grant ID Number: Application Number

This **AGREEMENT** is entered into this ___ day of _____, 2016 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority (“CFIA”), for and on behalf of the State of West Virginia, and the President of the [Jefferson] County Commission (the “Recipient” and together with CFIA, the “Parties”).

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the “State”) known as the Courthouse Facilities Improvement Fund (the “Fund”);

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform and carry out in a satisfactory and proper manner as

determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2017 and shall continue such duties until completed or no later than December, 31, 2017. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to [\$100,000.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(electronic and on CD preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.

10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.
11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to occur, shall be mutually agreed upon by the Parties in writing.
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Charleston, WV 25311
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[Jefferson County Commission]
[P.O. Box 250]
[Charles Town, WV 25414]
17. The Recipient shall hold and save CFIA and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
18. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
19. This Agreement shall be governed by and construed in accordance with the laws of the State.
20. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
21. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties attach their signatures representing that each is acting with full authority.



Date
Commission President
Signature

Date
Melissa K. Smith
Executive Director
Courthouse Facilities Improvement Authority

**WV Courthouse Facilities Improvement Authority (CFIA)
14th Cycle Funding Recipient Check-Off List**

By initialing below, I, _____ of the _____ Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 14th Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

Initials

Requirement Description

_____ The contract term will be from January 1, 2017 to December 31, 2017. The approved project will be completed by the contract end date, or the Commission will apply for an extension of the project before the end date in accordance with the guidelines of the Funding Assistance Contract Agreement.

_____ A Project Completion Report is due when the project is complete. The following information must be included: A statement of completion, photographs (CD or email), cost comparisons, quality of workmanship and materials used summary, description of benefits to employees/public/courthouse, evaluation of the timeliness of contractors/material delivery, description of problems encountered, a statement indicating that all contract provisions were followed and an overview of the experience and relevant recommendations to CFIA.

_____ A Project Completion Report must be submitted before final reimbursement will be processed by the CFIA.

_____ All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to wage laws, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. CFIA projects are NOT emergency projects or sole source projects. A minimum of three bids must be considered prior to awarding a contract.

_____ Quarterly Progress Reports must be received by the 20th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.

_____ No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures:

Commission President

Date

CFIA Executive Director

Date



**WV Courthouse Facilities Improvement Authority (CFIA)
14th Cycle Funding Recipient Check-Off List**

By initialing below, I, _____ of the _____ Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 14th Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

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A Project Completion Report must be submitted before final reimbursement will be processed by the CFIA.

All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to wage laws, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. CFIA projects are NOT emergency projects or sole source projects. A minimum of three bids must be considered prior to awarding a contract.

Quarterly Progress Reports must be received by the 20th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.

No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures:

Commission President

Date

CFIA Executive Director

Date

Special Conditions and Assurances

The applicant hereby certifies and assures that it shall comply with the following special conditions, regulations, policies, guidelines, and requirements of the Courthouse Facilities Improvement Authority. These policies, Special Conditions, and Assurances apply to all funds expended for purposes associated with this project.

1. **Commencement within 60 days:** The funded project must be initiated within 60 days of the project starting date specified in the contract agreement. If the project has not been initiated within 60 days of the specified project starting date, the Authority may accept a written explanation of the delay by the county applicant to terminate the funding agreement.
2. **Project Completion:** If the funded project is incomplete by the end date specified in the contract agreement, the county applicant must submit to the Authority a written explanation of the delay. The Authority may either accept the written explanation for the delay or it may cancel the project and redistribute the funds to other projects.
3. **Press Release:** Any release of funding information must include the funding amount and the name of the “West Virginia Courthouse Facilities Improvement Authority”.
4. **Procurement Procedures:** County applicants are required to solicit and consider competitive proposals from a minimum of three qualified vendors, utilizing a public bidding format. The applicant shall be governed in all respects by the laws of the State of West Virginia.
5. **Wage Rate:** Any wages paid by contractors must meet any governing West Virginia Department of Labor regulations.
6. **Green Buildings Minimum Energy Standards:** In accordance with §22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

7. **Legal Authorization:** The county applicant hereby certifies it has the legal authority to apply for funding assistance; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizing the person identified as the official county representative of the applicant to act in connection with the application and to provide such additional information as may be required.
8. **Relationship:** The relation of the county applicant to the Authority shall be that of an independent contractor, not that of a joint enterprise. The county applicant shall have no authority to bind the Authority for any obligation or expense without the express prior written approval of the Authority.
9. **Laws of West Virginia:** Any funding application/contract shall be governed by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Courthouse Facilities Improvement Authority.
10. **Access to Records:** The Courthouse Facilities Improvement Authority, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the funds distributed, and to relevant books and records of contractors.
11. **Use of Funds:** Funds awarded through the Courthouse Facilities Improvement Fund may be expended only for the purposes and activities specifically covered by the county applicant's approved project agreement. The funds may only be used on property legally owned and occupied by the county and county officials.
12. **Sanctions for Noncompliance:** In the event of the county applicant's noncompliance with the terms, conditions, covenants, rules, or regulations of this funding assistance, the Courthouse Facilities Improvement Authority may impose such contract sanctions as it may deem appropriate, including, but not limited to the following:
 1. Withholding of payments to the applicant until the applicant complies, or
 2. Cancellation, termination, or suspension of the contract, in whole or in part, or
 3. Refrain from extending any further assistance to the applicant until satisfactory assurance of future compliance has been received.
13. **Written Approval of Changes:** The county applicant must obtain prior written approval from the Courthouse Facilities Improvement Authority for all project

changes.

14. **Contracts**: No contract or agreement may be entered into by the county applicant for the execution of the project activities or provisions of service which is not incorporated in the approved agreement, and without the prior written approval of the Courthouse Facilities Improvement Authority
15. **Accounting Requirements**: County applicant agrees to record all project funds and costs following generally accepted accounting procedures. A separate account number or cost recording must separate all project costs from the county's other or general expenditures. Adequate documentation for all project costs and income must be maintained. All relevant information must be retained for audit purposes.
16. **Obligation of Project Funds**: Funds may not, without prior written approval from the Courthouse Facilities Improvement Authority, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
17. **Program Accountability**: Fund accounting, auditing, monitoring, and evaluation procedures will be conducted by the applicant to assure fiscal control, proper management and efficient distribution of funds.
18. **Reporting of Irregularities**: Applicants are responsible for reporting promptly to the Courthouse Facilities Improvement Authority the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of funding or other remedial action.
19. **Public Availability of Information**: The applicant agrees to comply with the terms and conditions of pertinent state Freedom of Information Acts, and to require its contractors comply with these requirements.
20. **Conflict of Interest**: No public official or employee of the applicant agency, who performs any duties under the project may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit or remuneration to him/her or his/her immediate family.
21. **Release of Information**: If requested, all records, papers, and other documents kept by recipients of financial assistance are required to be made available to the Courthouse Facilities Improvement Authority or its representative.
22. **Inspection and Audit**: County applicants and sub-applicants have the

responsibility to provide for an audit of their activities. The county applicant agrees to submit a copy of each audit conducted to the Courthouse Facilities Improvement Authority along with a method for timely and appropriate resolution of audit findings and recommendations.

23. **Discrimination Prohibited**: No person shall, on the grounds of race, religion, color, national origin, sex, or handicap, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under, or denied employment in connection with assistance awarded pursuant to the Anti-Drug Abuse Act of 1986. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safety Streets Act, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and, Executive Order 11246, as amended by Executive Order 11375; and their implementing regulations, as well as the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia), and 41 CFR Part 60.1 et.seq., as applicable to construction contracts.
24. **Equal Employment Opportunity Program**: Each county applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301 et.seq., Subpart E, or that in conformity with the forgoing regulations, no Equal Employment Opportunity Program is required.
25. **Confidentiality of Research Information**: Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with Courthouse Facilities Improvement Funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22). Confidential Information- The applicant should only include the program description, the funds involved, and the number of projects. The unit of local government implementing the program will be made known to the Courthouse Facilities Improvement Authority upon request or upon completion of the project.
26. **Criminal Penalties**: Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form

of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to use his/her gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

27. **Patents and/or copyrights and rights in data:** Where activities supported by this funding assistance produce original graphical, pictorial, written, and/or similar works for which a patent, or copyright application, is contemplated, the Courthouse Facilities Improvement Authority should be contacted for further instructions.
28. **Time Extensions:** Time extensions for this program are unallowable unless written extensions are submitted by the county applicant and approved in written form by the Courthouse Facilities Improvement Authority. Any funds remaining at the conclusion of the contract period shall be deobligated unless otherwise determined by the Courthouse Facilities Improvement Authority.
29. **Cost Overruns:** Any cost overruns incurred by the county applicant in conjunction with the completion of a project funded, wholly or in part, by the Courthouse Facilities Improvement Fund will be the responsibility of the applicant. Any changes or upgrades to a funded project that have not been approved by the Courthouse Facilities Improvement Authority are the responsibility of the county applicant.
30. **Project Reporting:** Progress reports are required. They are to be submitted to the Authority by the 20th of the month following the end of each quarter during the project period. Progress reports must also accompany each request for reimbursement. Within 30 days of completion, a Project Completion Report must be submitted to the Authority. This report will be available on the website: www.cfia.wv.gov. Information to be included is as follows: Cost comparisons, Quality of workmanship, Quality of materials used, Employee/Courthouse visitor

benefits, Timeliness of contractors/materials, Problem areas and County applicants project overview/recommendations. A Project Completion Report must accompany the final request for reimbursement. Failure to submit any of the reports listed above is considered a violation of the signed contract and may result in contract termination.



West Virginia

Courthouse Facilities Improvement Authority Fund

14TH CYCLE - PROGRESS REPORT

County Name:	Grant ID #:
Mailing Address:	Report Period:
Report Completed By: Title: Telephone #: Email Address:	

Please describe activity, progress, achievements, and difficulties encountered below. If you have not expended any grant funding, please give an explanation of why. **PLEASE BE DESCRIPTIVE.** Reports must be submitted at the end of each quarter. Reports are due by the 20th of the month following each quarter. Therefore, a progress report is due by April 20th, July 20th, October 20th and January 20th. More than 1 delinquent project report may result in funding restrictions or grant termination. In addition, a progress report **must accompany all reimbursement requests.** Email submission of this report is preferred. Send to melissa.smith@wvcfia.com.

WEST VIRGINIA Courthouse Facilities Improvement Authority	14th Cycle - Request for Reimbursement
RECEIVED	Funds Recipient:
	Address:
	Application #:
	Grant ID #:
	FEIN #:
	Funds are hereby requested to cover expenditures FROM: TO:

VENDOR INFORMATION - Please list below all invoices associated with this request for reimbursement. List the vendor name, the date received, the invoice number and the check number in this column. Attach a copy herein of the corresponding vendor invoice(s) marked "paid" and proof of payment for services (copy of county check).

Total Dollar
Amount of
Each Invoice

FUNDS RECIPIENT REIMBURSEMENT REQUEST:		
This request is in the amount of \$ _____		
	Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for reimbursement.		
Date	Authorized Official	

CFIA USE ONLY CERTIFICATION:

I certify that this report presents expenditures of funds for the period covered and for the total project budget to date, made in accordance with the approved application for this funding program.

BY: <u>Melissa K. Smith, Executive Director</u>		
TYPED NAME & TITLE (Authorized Official or Financial Officer Only.)	SIGNATURE	DATE

WVCFIA Project Completion Report Guidelines

- A project completion report must be submitted via mail.
- It must be on county letterhead.
- It must be signed by the commission president in blue ink.
- A project completion report must be submitted before or with a final reimbursement request in order for a final request to be processed.

INCLUDE YOUR CFIA APPLICATION NUMBER and Grant ID Number IN YOUR REPORT

The following is the information required for a project completion report:

1. Cost comparisons;
2. Quality of workmanship;
3. Quality of materials used;
4. Employee/Courthouse visitor benefits;
5. Timeliness of contractors/materials;
6. Problem areas;
7. County applicants project overview/recommendations;
8. A statement indicating that all contract stipulations were followed, including but not limited to wage requirements, SHPO, ADA, etc...; and
9. Pictures of the completed project, preferably on CD or via email.

Project Completion Reports must be mailed to:

WVCFIA
2003 Quarrier Street
Charleston, WV 25311



WEST VIRGINIA
COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
2003 QUARRIER STREET
CHARLESTON, WV 25311

L. D. EGNOR
CHAIRMAN EMERITUS

JOSEPH M. ALONGI
CHAIRMAN

Memorandum of Importance & Required Action

To: Commission President and CFIA Project Directors
From: Melissa Garretson Smith, Executive Director
Date: November 15, 2016
RE: CFIA 14th Cycle Grant Funds - Submission of Project Documents

As was required in previous years, counties are required to submit to the CFIA office the following documents prior to any project reimbursements being issued:

- A copy of the advertisement for bid / legal ad of the CFIA grant project
- A copy of the County Commission meeting minutes containing the approval of the winning bid for the CFIA grant project

The requested items have always been requirements for obtaining funds from the Courthouse Facilities Improvement Authority.

Please send these two items to the CFIA office as soon as you are able to provide them. They can be emailed to: melissa.smith@wvcfia.com. No reimbursement requests will be processed until both of these items are received in addition to the items listed on the reimbursement form. Please do not hesitate to contact me should you need clarification or need assistance.

**West Virginia SHPO
Information Sheet for
Section 106 Review Projects**

The following information is needed for SHPO staff to be able to complete a review of a federal or state funded or permitted project (undertaking):

I. General Information regarding all project submissions:

Is this project a new submission or supplemental information relating to a previously submitted project? If this is supplemental information, please submit the project FR#.

- a. Project Name
- b. Federal Agency, if applicable (agency providing funds, permit, license or assistance)
- c. Federal Agency Contact Person: Name, Street Address, Phone Number, email
- d. State Agency, if applicable
- e. State Agency Contact Person: Name, Street Address, Phone Number, email
- f. Project Contact Person: (individual(s) who are knowledgeable of project activities). Name, Street Address and Phone Number, email
- g. Project Street Address, City, County, Zip Code
- h. Project Location: Please attach the appropriate USGS Topographic Quadrangle Map indicating the location of the project. If applicable, attach a street map indicating the location(s) of specific addresses. If providing UTM coordinates, please specify whether the projection is NAD 27 or 83. For DEP projects, it is required that a 1"-500' scale (Engineering Map) be submitted in addition to the USGS Topographic Map. All maps must clearly depict the project boundaries.
- g. Project Description: Describe the activities proposed within the defined project area and provide any available information regarding past land use of the project area. Provide the project size, including acres or project right-of-way length and width. If applicable, describe proposed construction depths. If the project will involve building rehabilitation or renovation, please identify materials and provide any available drawings, plans and specifications. If demolition is proposed, please provide cost comparison of repair vs. demolition, explanation of alternatives considered or justification as to why structure cannot be rehabilitated. This may include copies of building inspection or engineering reports.
- h. Project Photographs: These should document the project area showing general views, known disturbances, any rock outcrops, and buildings and/or structures (50 years or

older) within and adjacent to project area. All photographs should be clear, concise, clearly labeled and keyed to a project map.

Photographs of buildings should incorporate the entire building. These may include photographs of the front, back and sides of the building. It is important that you provide photographs that show the entire building as well as photographs of any particular areas where any alterations will occur (e.g., a change in the windows, doors, lighting, etc.).

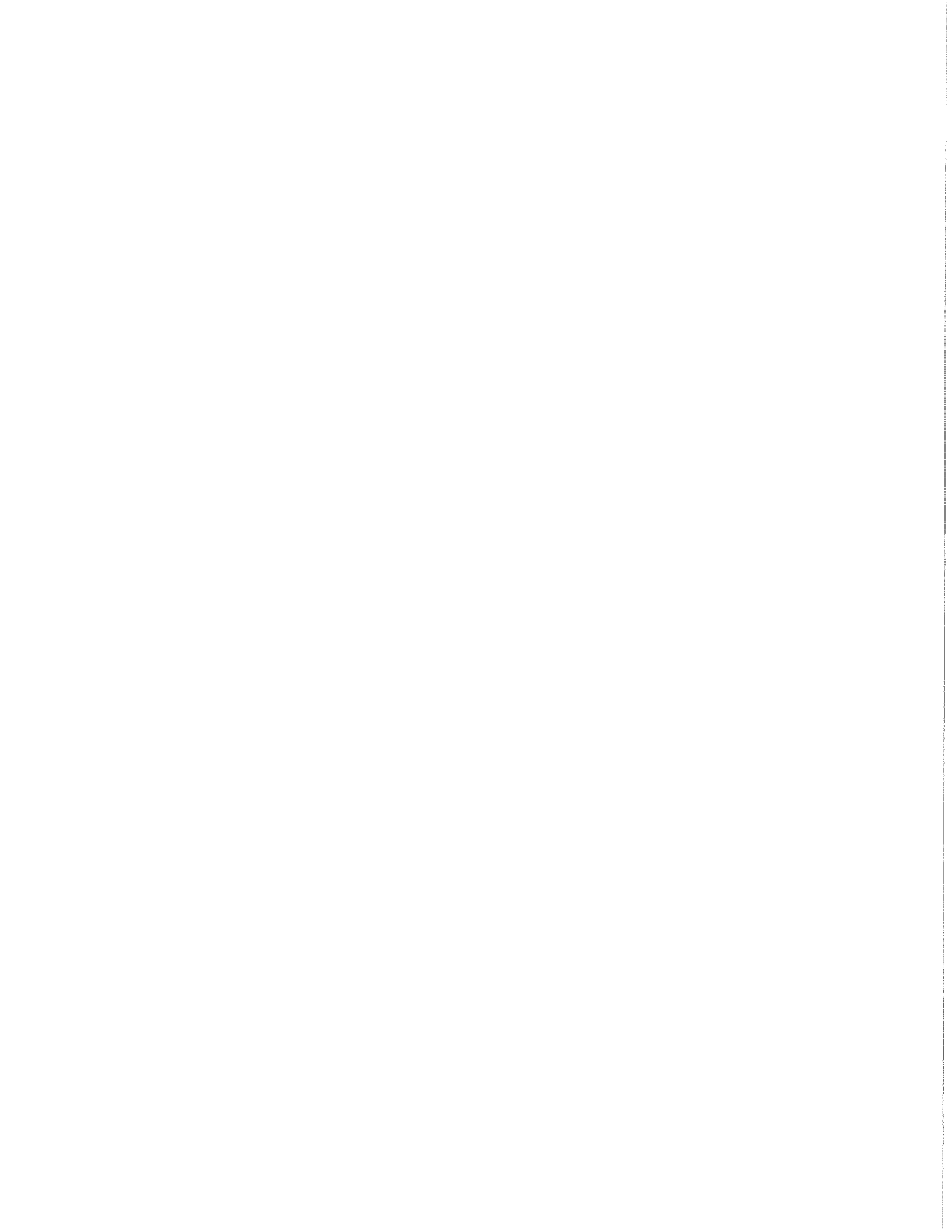
- i. Date of Construction for existing buildings that will be directly or indirectly impacted by the project.

II. Identification of Cultural Resources

Please provide any information regarding the following within or adjacent to project area:

- a. Known archaeological sites
- b. Cemeteries
- c. Structures
- d. Historic Structures or Districts

If there are standing structures within or adjacent to the project area, please provide photographs. You may be asked to submit an WV Historic Property Inventory Form for any structure 50 years or older within the project area or if with the line of sight of the project. Forms and instructions can be found at <http://www.wvculture.org/shpo/forms.html>. Information regarding National Register listings may be found at <http://www.wvculture.org/shpo/nr.html>



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **December 15, 2016**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interviews and Appointments to the Community Corrections Board – five unexpired terms ending July 3, 2017**

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

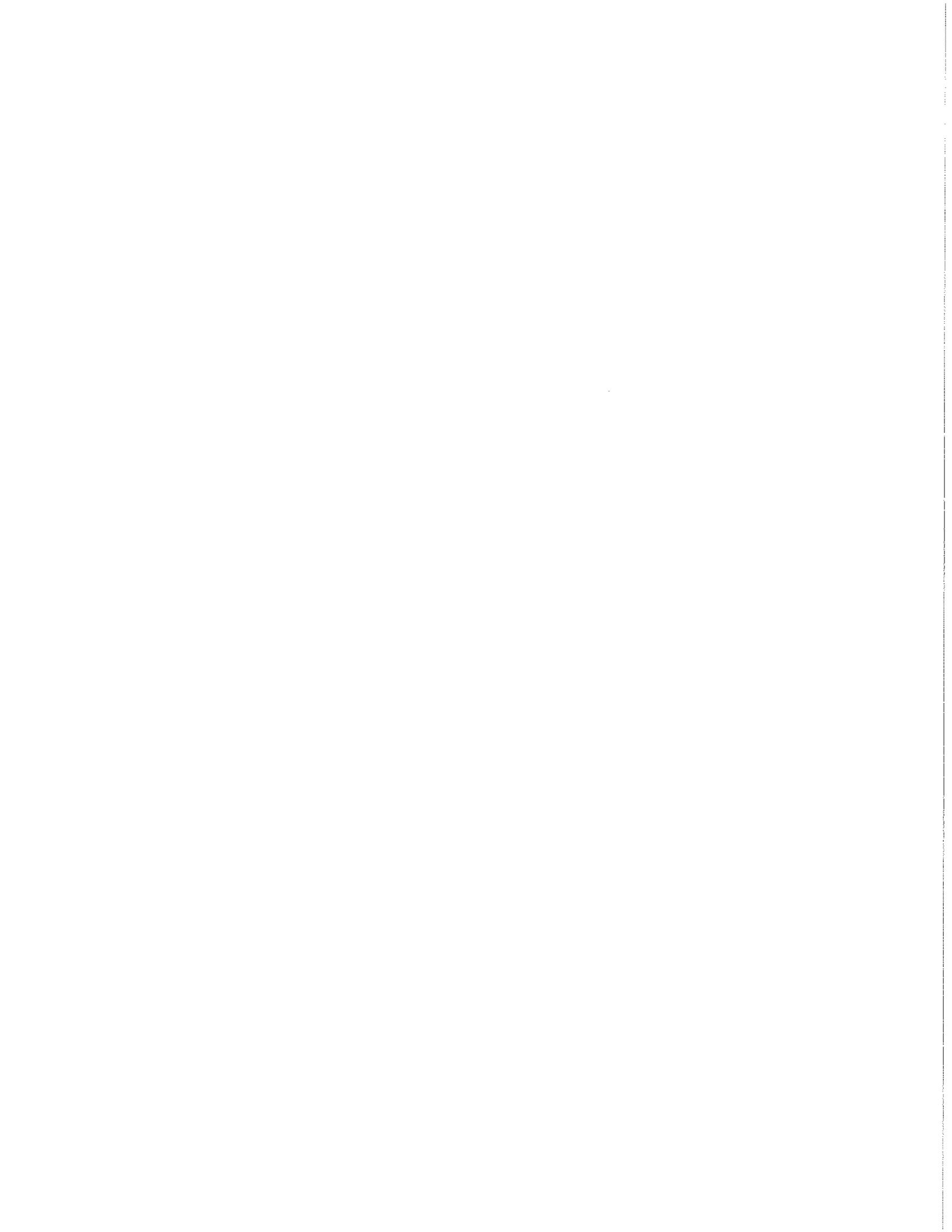
Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, December 17, 2016 or as soon thereafter as the Commission may decide:

Jefferson County Community Criminal Justice Board - five unexpired terms ending July 03, 2017

The following board member positions are vacant:

- One member with a background in mental health care and services.
- One member who can represent organizations or programs advocating for the rights of victims of crimes with preference given to organizations or programs advocating for the rights of victims of the crimes of domestic violence.
- Three at-large members who are familiar with the community and have an interest in advancing access to substance abuse treatment

“The Criminal Justice Board evaluates and monitors community corrections programs, services, and facilities to determine their impact on offenders and develop and apply for approval of community corrections programs operated by the Jefferson Day Report Center, a non-profit organization.”

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414 no later than 12:00 pm on the Monday before the proposed appointment date.

Please direct any questions regarding the background needed to apply for these positions to Ronda Eddy, Executive Director, Jefferson Day Report Center at (304) 728-3527.

Additional information regarding appointments to County boards, commissions, and committees may be obtained by calling the Commission Office at (304) 728-3284.

**SPIRIT OF JEFFERSON - PLEASE ADVERTISE ON:
November 30th and December 7th**

Jessica Carroll

From: Dale Manuel <dmanuel@frontiernet.net>
Sent: Monday, November 21, 2016 9:30 AM
To: Sandra McDonald; Stephanie Grove; Jessica Carroll
Subject: Day Report Center

Commissioners:

I would sincerely appreciate being re-appointed to the Jefferson County Community Criminal Justice Board. I have served on that board since its creation. Currently, I am the chairman. I qualify as an at large member who is familiar with the Community and has an interest in advancing access to substance abuse treatment. Your consideration is appreciated.

Sincerely,
Dale Manuel

Jefferson County Commission
P.O. Box 250
124 E. Washington Street
Charles Town, WV 25414

10 December 2016

Ladies and Gentlemen,

I hereby apply for a position on the Community Criminal Justice Board for one of the five unexpired terms ending July 3, 2017.

Upon moving to Charles Town in January 2015 I was advised by Attorney Robin Prinz and her associate Ronda Lehman and eventually also by attorney Jim Kravital to meet with Ronda Eddy at the Jefferson Day Report Center as well as John Sheeley, Administrator of the Eastern Regional Jail, and Scott Paugh, Warden of the nearby DOC facility (both near Martinsburg) and mental health expert Bill May.

During 2015 I was a co-founder of the *Hope in the Darkness Project* (HNDP), a 501(c)3 non-profit organization registered in West Virginia, which provides counseling services to the JDC in Augusta.

During 2016 I continued my regular volunteer counseling and Transition Assistance services for Catholic Charities at the ADC in Leesburg, Virginia, while also meeting with Christ House in Alexandria and the Rescue Mission in Winchester.

My goals for 2017 are to continue the development of HNDP in the Eastern Panhandle by meeting with interested and qualified partners, including Mike Lacey, Director of Probation services, and Cindy Largent-Hill, Director of the Juvenile Justice Commission.

I stand ready to meet with you at your convenience to discuss these activities and my attached resume.

Yours truly,



Gilbert L. Heiman
80 Santmyer Way
Charles Town, WV 25414-1293

(m) 703-967-0694

Attached: resume

Resume: Gilbert L. Heiman

Father, Born and Raised in Preston County, WV.

Born and Raised in Niagara Falls, NY.

Ordained R.C. Priest in 1970.

Married in 1974 (42 years!) and moved to Virginia

Raised four children and five grandchildren

Employed by several federal contractors since 1984

Retired in December 2011 from Northrop Grumman

Moved to Charles Town, WV in 2015

Education: B.A. in Philosophy and M.Div. in Theology

M.A. in Political Science & Government from

Marquette University

Certified Professional Contract Manager (CPCM)

Since retirement: regular volunteer Prison Ministry and Transition Assistance services for Catholic Charities at the ADC in Leesburg, Virginia. Also co-founded the *Hope in the Darkness Project* (HNDP), a 501(c)3 non-profit organization registered in West Virginia, which provides counseling services to the JDC in Augusta.

Inspired by the words and deeds of: **Dorothy Day & ML King**

Joan Chittister & Richard Rohr

Ilia Delio and Teilhard de Chardin

Thomas Merton and Pope Francis

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **December 15, 2016**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interview/Appointment to the Jefferson County Board of Zoning Appeals – one unexpired term ending January 1, 2018 – 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 NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



John Quynn <jtyquynn@gmail.com>

BZA

Kay Bresee <wvbreeze@citlink.net>
To: John Quynn <jtyquynn@gmail.com>

Tue, Dec 6, 2016 at 8:23 PM

Tyler:

I will be unable to attend this Thursday's BZA meeting. I'll also call P&Z office on Wed.

My understanding is that the alternate BZA member who's served longest moves into the seat of a departing voting BZA member, without any express action required of members of the County Commission.

If I am correct, I would like to replace recently resigned voting member Ms. Christy Huddle. I respectfully request your concurrence and that of the other BZA members.

Sincerely,

Jeff Bresee

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Patsy Noland

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **December 15, 2016**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Discuss sending a letter to Harpers Ferry Town Council to offer support of the Amendment to the Zoning Ordinance to allow for the addition Promontory Overlay District.

Please provide the County Commission with a description of your request or presentation, including any background information: The Town of Harpers Ferry is holding a Public Hearing on December 29 to hear comments from the public on amending the Land Development Ordinance to add a new zoning overlay district. The new district will be called the Promontory Overlay District, and the district is locate at the Hilltop House. The purpose of the proposed amendment is to establish regulations for building, land use and site design for the Promontory District. The passage of this Ordinance is necessary before further discussions can take place to rebuild the Hilltop House.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

I move to send a letter to the Harpers Ferry Town Council encouraging passage of the Amendment of the Land Use Development Ordinance 1313-04.

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

If not attached, explain:

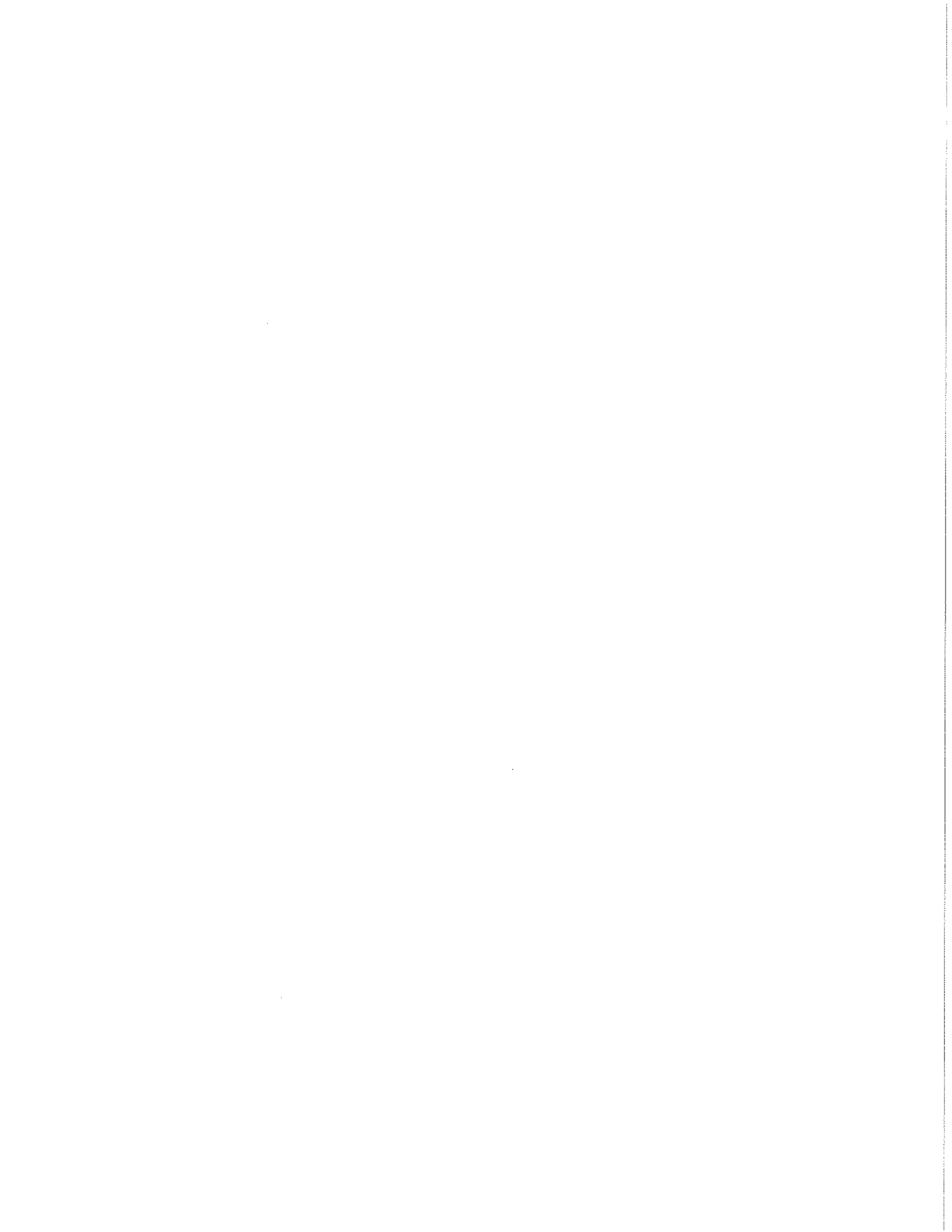
Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION



AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Jane Tabb

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: Dec. 5, 2016

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda):

Jefferson Utilities request to purchase PSD's Westridge Hills well

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

See attached information. Westridge Hills HOA Board stated at the PSD meeting that the HOA was opposed to the purchase.

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

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____



Jefferson Utilities Inc.

Jefferson County PSD
340 Edmond Road
Unit A
Kearneysville, WV 25430

Re: Section G, Lot #38 (Westridge Hills Lot)

Dear Ms. Lawton:

On July 2, 2012, the Westridge Hills Owners Association, Inc. (the HOA) formally granted ownership of a public water well (ASSET) including Westridge Hills, Section G, Lot 38; together with a right of way in the common areas for the purpose of the Jefferson County Public Service District's (DISTRICT) use. This is recorded in the Jefferson County Court House deed book 1111 page 664.

The Westridge Hills community is currently serviced by Jefferson Utilities Inc. (JUI), and would be in JUI's interest to reach out to the DISTRICT in hopes of an acquisition of the ASSET. JUI is proposing to acquire the ASSET from the DISTRICT and Westridge Hills, Section G, Lot 38 for **\$5,000.00** payable to the DISTRICT. Per the agreement between the DISTRICT and HOA, the following conditions have to be met before a sale can commence per conveyances stated in the original deed dated July 2, 2012;

- The HOA will be given first refusal and/or approval of the contract and sale. A drafted contract of sale will be provided by JUI to the HOA on behalf of the DISTRICT, at no expense to the DISTRICT. The contract will offer the ASSET back to the HOA at the sale price of \$5,000.00. The HOA will have 10 days to accept or decline the offer provided.
- All notices will be addressed and sent by certified mail. This expense will be the responsibility of JUI.

Once a formal acceptance of the acquisition of ASSET by JUI from the DISTRICT, JUI with the advice of counsel in regarding method of proceeding with the acquisition, will be responsible for all expenses incurred in creating and recording of documents and of any legal fees incurred by the DISTRICT.

JUI feels this acquisition of the well and lot would be in the best interest of the DISTRICT, JUI and the customers of Westridge Hills.

In conclusion by signing below the parties are agreeing to the following:

- JUI's proposal to the District constitutes a bona fide offer to purchase Lot No. 38, Section G of the Westridge Hills subdivision, including the water well and other improvements thereon;
- This letter agreement is a binding offer to purchase Lot No. 38, Section G of the Westridge Hills subdivision, including the water well and improvements, subject to the Westridge Hill Owners Association, Inc. exercising or declining to exercise its right of first refusal as set forth in that deed recorded in Jefferson County Deed Book 1111, page 664, and further subject to JUI preparing an appropriate deed of transfer;
- JUI will take responsibility for notifying the Westridge Hills Owners Association, Inc. of the execution of this binding offer, and for informing the District of the actions taken by the Westridge Hills Owners Association, Inc. with respect to its right of first refusal;
- JUI shall pay the cost of preparing and prosecuting an application to the Public Service Commission of West Virginia for approval of the transfer of the lot, and improvements thereon, and the cost of obtaining any other permits or approvals or transfers of permits or approvals related to the transfer of the lot and improvements thereon;
- The District shall cooperate and assist JUI with obtaining all permits and approvals for no added expense, with the exception that JUI shall pay the cost of reasonable travel, lodging and meals which District personnel incur in assisting JUI with obtaining needed permits and approvals, and reasonable legal fees incurred by the District associated with the transfer;
- This binding offer expires on December 1, 2017 if by that date all necessary permits and approvals have not been obtained, or a deed transferring the lot and improvements thereon has not been executed and recorded.

Signed and agreed to:

JEFFERSON UTILITIES, INC.

By _____
Name:
Title:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

By _____
Name:
Title:

Jennifer S Maghan
JEFFERSON County 03:43:14 PM
Instrument No 2012013937
Date Recorded 07/03/2012
Document Type DEED
Page Recorded 3
Pg. 998 1111-664

JEFFERSON COUNTY PSD
340 EDMOND ROAD STE A
KEARNEYSVILLE, WV 25430-2726

DEED

THIS DEED, made and entered into this 2nd day of July 2012, by and between, WESTRIDGE HILLS OWNERS ASSOCIATION, INC., a West Virginia corporation, having taken title as Westridge Hills Owners' Association Inc., a West Virginia corporation, GRANTOR and party of the first part, and JEFFERSON COUNTY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, GRANTEE and party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, receipt of which is also hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, with covenants of General Warranty and against all liens and encumbrances, the following described parcel of real estate, together with all rights, privileges, improvements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, situate, lying and being in the Harpers Ferry District, Jefferson County, West Virginia, more particularly described as follows:

Lot No. Thirty-Eight (38), Section G, as shown on the survey and original plat of the subdivision of Westridge Hills, made by a registered surveyor and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 1, Page 211, reference being made thereto for a more particular description of the lot.

TOGETHER WITH a right of way in common with others for all the usual purposes over all roads, lands, drives, recreation areas as shown on said plat.

AND BEING that real estate conveyed to Westridge Hills Owners' Association from Carl L. Hillsinger and Sandra Hillsinger, his wife, by deed dated October 26, 1992, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 728, at page 126.

This conveyance shall be subject to the following terms and conditions:

(1) In the event the party of the second part shall receive a bona fide offer to purchase the above described parcel of real estate and shall decide to accept said offer of sale, the party of the second part and the party making the offer to purchase shall enter into a binding contract which shall state that it is subject to party of the first part's hereafter described right of first refusal and/or approval of the contract and sale. The party of the second part shall then offer the parcel to the party of the first part for the price and on the terms of the intended sale. The party of

the second part shall make said offer and provide a fully executed copy of the contract to the party of the first part within three days of the date of the last party to execute the contract.

(2) The parties of the first part shall have ten (10) days from the date they are notified of such offer to accept or reject the same, or in the alternative pay the party of the second part \$1,000.00 in consideration of the party of the second part rejecting the contract. In the event the party of the first part elects to pay the party of the second part the sum of \$1,000.00 for the party of the second part to reject the contract, said \$1,000.00 shall be paid in cash or ready funds and received by the party of the second part within ten (10) days from the date the party of the first part is notified of the offer.

(3) All notices hereunder shall be sent to the addresses of the parties hereinabove set forth by certified mail, return receipt requested. Notice shall be complete upon mailing. Notice may be given to such other address as the parties hereto shall supply to each other in writing.

(4) This right of first refusal shall inure to the benefit of the parties hereto, their successors and assigns.

THIS CONVEYANCE IS SUBJECT TO all public utility easements, rights-of-way, conditions, covenants and restrictions of record or in existence.

DECLARATION OF RESIDENT STATUS

The undersigned Grantor hereby certifies under penalty of perjury, that the Grantor is a resident entity as defined in § 11-21-71b of the West Virginia Code and, therefore is exempt from any state income tax withholding requirements imposed thereby.

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment, as provided by law, we hereby declare that this conveyance is not subject to the West Virginia Excise Tax on the Privilege of Transferring Real Property because it is a conveyance to a governmental entity.

WITNESS the following signatures and seals:

Westridge Hills Owners Association, a
West Virginia corporation

BY: 

ITS: 

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

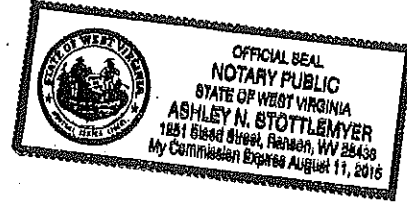
The foregoing instrument was acknowledged before me this 2nd day of July 2012, by Cathryn Jackson of Westridge Hills Owners Association, a West Virginia corporation

Ashley Stottlemeyer
NOTARY PUBLIC

My Commission Expires: August 11, 2015

THIS DOCUMENT PREPARED BY:
Stephen M. Mathias, Esquire
BOWLES RICE McDAVID GRAFF & LOVE LLP
Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419

AFTER RECORDING PLEASE MAIL TO:
Jefferson County Public Service District
340 Edmond Road, Suite A
Kearneysville, WV 25430



Print Date Tuesday, Jul 3 2012
Print Time 03:46:30 PM

JEFFERSON County
Instrument No 2012013937
Recorded Date 07/03/2012
Transaction Time 03:43:14 PM
Name1 WESTRIDGE HILLS OWNER
Name2 JEFFERSON COUNTY PUBL
S ASSOCIATION INC
IC SERVICE DISTRICT
Document Type DEED
Pages Recorded 3
Book-Page 1111-664
Paid By JEFFERSON COUNTY PSD

STATE TAX COMMISSIONER OF WEST VIRGINIA SALES LISTING FORM

The Instrument May Not Be Recorded If This Form Is Not Completed In Its Entirety

West Virginia Code §§11-22-6, 11A-3-2 & 11A-3-3 (Amended 3-11-95)

Revised 4/10

County: _____ Taxing District: _____

Tax Map No.(s): _____ Parcel(s): _____

Tax Map No.(s): _____ Parcel(s): _____

Mineral ID #: _____

Mineral ID #: _____

Grantor's Name: _____ Phone No. () - _____

Grantee's Name: _____ Phone No. () - _____

Mailing Address of New Owner: _____

Mailing Address for Tax Statements: _____

Most Recent Previous Deed Book No.: _____ Page No.: _____

Grantor's Source of Title: _____

(If not by "Previous Deed" referenced above.)

(a) Real Estate:

(b) Other Valuable Goods/Services: (If Applicable)

Consideration/Value: \$ _____

\$ _____

Lot Size or Acreage Involved: _____

Estate(s) Transferred: _____

(Examples: Fee, Surface, Mineral, Coal, etc.)

- (1) Was this transaction on the open market? Yes / No (Circle One)
- (2) Does this transaction involve more than one parcel? Yes / No (Circle One)
- (3) Was this sale between related individuals or related corporations? Yes / No (Circle One)
- (4) Was this a liquidation, foreclosure or other "Forced" sale? Yes / No (Circle One)
- (5) Is this transaction pursuant to a land contract or owner financing? Yes / No (Circle One)
- (6) Does this transaction include personal property? Yes / ~~No~~ (Circle One)
- (7) Does this transaction include minerals and/or timber? Yes / No (Circle One)
- (8) Any other financing arrangements materially affecting consideration? Yes / No (Circle One)

If "No" to Question 1 or "Yes" to Questions 2 - 8 above, please explain below:

Explanation: _____

Printed Name _____ Signature _____ Phone Number _____

Filed By (check one): Buyer Seller Agent/Attorney Other

LIENHOLDER INFORMATION (OPTIONAL)

Check if change of name or address

Name: _____

Address for Notice: _____

INTEREST IN PROPERTY

_____ Surface Owner's Rights Deed Book: _____ Page No.: _____

_____ Fiduciary Interest Relationship to Owner: _____

_____ Lienholder Trust Deed Book No.: _____ Page No.: _____

_____ Other _____

To Be Completed By County Clerk:	
Stamp Fee Paid:	_____
Date Recorded:	_____
New Deed Book No.:	_____
New Deed Book Page No.:	_____
Date of Transaction:	_____

Sheriff's Use Only	
Date Received:	_____
Effective Dates of Lien:	_____
Date Entered:	_____
Entered By:	_____
Tax Ticket No.:	_____

RELEASE OF LIEN

COMPLETE THIS SECTION IF YOU ARE RELEASING THIS LIEN

Date Lien Is Released: _____

Signature of Lienholder: _____

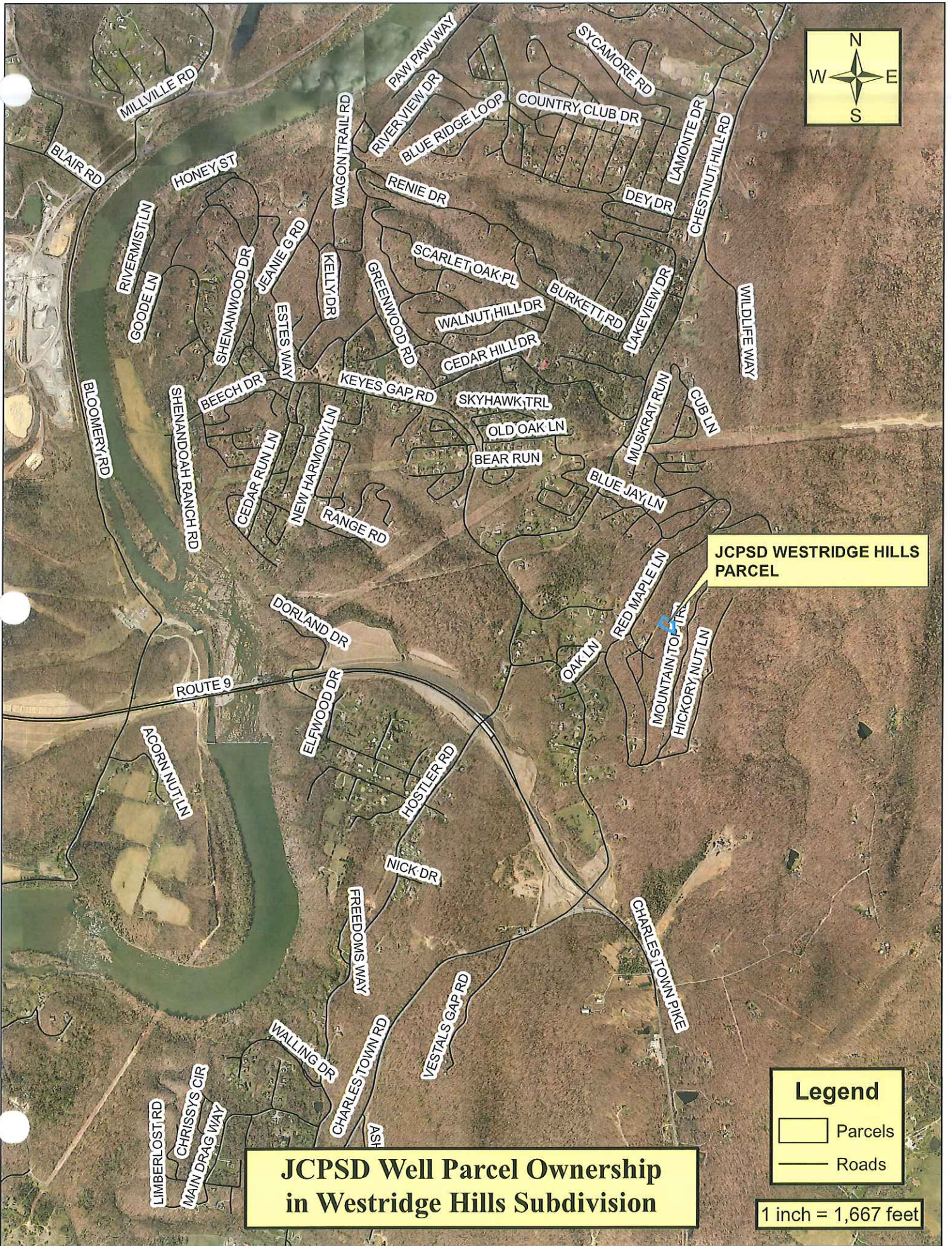


**JCPSD Well Parcel Ownership
in Westridge Hills Subdivision**

Legend

-  Parcels
-  Roads

1 inch = 167 feet



**JCPD WESTRIDGE HILLS
PARCEL**

**JCPSD Well Parcel Ownership
in Westridge Hills Subdivision**

Legend

- Parcels
- Roads

1 inch = 1,667 feet

DRAFT 11/01/12

LEASE

This LEASE ("Lease") dated as of the ____ day of _____, 2012, by and between JEFFERSON UTILITIES, INC., a West Virginia corporation ("JUI" or "Lessee"), and JEFFERSON COUNTY PUBLIC SERVICE DISTRICT, a public service district and political subdivision of the State of West Virginia (the "District" or "Lessor").

WITNESSETH:

THAT, WHEREAS, JUI is a privately held corporation certificated by the Public Service Commission of West Virginia ("PSC") as a public utility and is providing water service to approximately 2,200 customers in Jefferson County, West Virginia; and

WHEREAS, the District is a public utility authorized to provide water service throughout Jefferson County, except within municipal boundaries, and is presently providing water service to approximately 125 customers in Jefferson County, West Virginia; and

WHEREAS, JUI owns and operates, among others in Jefferson County, the water systems serving approximately 370 customers in the Keyes Ferry Acres, Westridge Hills, and Harpers Ferry Campsites developments (collectively, the "Mountain Water Systems"); and

WHEREAS, the District owns a raw water well which was developed in 2011 by the Jefferson County Commission and the Westridge Hills Homeowners Association, Inc., (the "New

Well”) within the Westridge Hills development which can significantly enhance the volume of water available to serve the Mountain Water Systems; and

WHEREAS, JUI and the District both desire to enhance the reliability of water supply for the Mountain Water Systems, by leasing the New Well from the District to JUI.

NOW THEREFORE, WITNESSETH, that for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, Lessor does hereby LEASE unto Lessee all its right, title and interest in and to those certain parcels or tracts of land upon which the New Well is located at the time of execution of this Lease, together with improvements thereon and the appurtenances thereunto belonging, located in Harpers Ferry Magisterial District, Jefferson County, State of West Virginia (the “Property”).

And being the property conveyed unto the Lessor by Deed dated July 2, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County in Deed Book 1111, at Page 664 on July 3, 2012.

1. Use of Property Lessee shall use the Property only for operation of the New Well; installation of transmission facilities, including pumping facilities, between the New Well and JUI’s water treatment facilities; access to the New Well and transmission facilities for purposes of operation, maintenance, repair and replacement by JUI or its agents; and access to the New Well and transmission facilities for purposes required by regulatory agencies with jurisdiction over JUI. Lessee may create, use, and maintain the access road to the New Well. Lessee shall not open the Property to the public in general, and Lessee shall only permit its appointed, employees, agents, and

contractors to use the Property. Lessee does not guarantee Lessor that the Property will be free of vandalism or trespass. Lessee's use shall be in full compliance with all federal, state and local laws, ordinances and regulations and Lessee shall be solely responsible for compliance with all said laws, ordinances and regulations. Lessee shall not allow any waste or nuisance on the Property, or use or allow the Property to be used for any unlawful purpose. Lessee shall not use or allow the Property to be used for the storage, disposal or release of any hazardous substances except those specifically used for treatment at this location of the water drawn from the well and those must be stored in a manner accepted by OSHA and/or AWWA . The term hazardous substance shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, as amended.

2. Water Quantity. Beginning on the Commencement Date, the Lessor may withdraw untreated water from the New Well up to 64,800 gallons per day. . Lessor shall have no obligation or duty to assist or to be responsible for the Lessee's ability to obtain water from the New Wells. Lessor may curtail the amount of water which Lessee may withdraw for cause, including but not limited to evidence that Lessee's rate of withdrawal is adversely affecting the water production of other existing wells in the vicinity, by providing Lessee with written notice of such curtailment 30 days in advance of the effective date of such curtailment. In order to determine if Lessee's withdrawals from the New Well are adversely affecting other wells in the vicinity, pressure and quantity readings from the allegedly affected wells will be taken for a period of at least one month while the New Well remains in operation at customary withdrawal rates. The New Well will then cease withdrawals for two weeks while the allegedly affected well continues to be monitored for

pressure and quantity. These series of tests may be repeated twice within a 12 month period by request of the Lessee or the allegedly affected well owner. Once a series of tests are concluded, a new series of tests cannot be commenced until at least 24 months after the conclusion of the previous set of tests. If a clear pattern arises from any series of tests showing that the New Well is the cause of substantially reduced flows to a private well in the vicinity of the New Well, then the District may limit or eliminate Lessee's withdrawals from the New Well.

3. Water Quality. Lessee acknowledges that untreated water from the New Well is not potable and does not meet any of the current or future applicable standards established by the West Virginia Department of Health and Human Resources, Bureau for Public Health, the United States Environmental Protection Agency, or any other water quality laws, rules or regulations applicable to potable water. The quality of the water obtained shall be "as is" upon withdrawal from the New Well without any treatment by the Lessor. Lessor does not make any representation or warranty regarding the quality of the water taken from the New Well. Lessee acknowledges and agrees that the water taken from the New Well is not fit, without treatment, for human consumption.

4. Duration of the Raw Water Source. Lessor has no knowledge of the amount of water contained in the New Well or for how long the New Well can supply the water needs of the Lessee or its customers. The Lessor does not make any representation or warranty regarding the duration or quantity of water from the New Well, and the Lessee acknowledges that the timeframe in which water from New Well can serve as an adequate source for its water needs is unknown and cannot be determined.

5. Maintenance of Property. Lessee agrees to maintain the Property during the Term and any renewal in good repair and condition. Lessee shall not take any action that affects in any way change the nature of the Property without the express consent of Lessor, which may be withheld in Lessor's sole discretion. All installations, repairs and replacements made by Lessee shall be at its own expense.

6. Subletting. Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person except agents and employees and patrons of Lessee to occupy the Property or any part thereof, without first obtaining the written consent of Lessor. The interest of Lessee in this lease is not assignable by operation of law without the written consent of Lessor.

7. Restriction on Resale of Water. The Lessee agrees not to resell water provided under this Lease to any other entity without the prior written consent of the Lessor.

8. Surrender. Lessee accepts the Property "as is". Lessee shall surrender the Property at the end of the lease term or upon termination, in the same or better condition as when Lessee took possession, allowing for reasonable use and wear.

9. Payment. Upon PSC approval of the Lease, Lessee shall pay a one-time lease payment of Fifteen Thousand Dollars and No Cents (\$15,000.00) ("Rent").

10. Term and Termination. The term of this Lease is forty (40) years from the date the Public Service Commission of West Virginia ("PSC") enters an order approving this Lease,

unless otherwise agreed in writing or termination occurs, the original term of the Lease shall automatically renew for subsequent 40 year terms. This Lease may be terminated upon 180 days advance notice in writing with an opportunity for the Lessee to cure during that period, if any of the following conditions set forth below are met:

A. The Property leased unto the Lessee herein ceases to be utilized in the production of water.

(i) In order to make a determination that the New Well is no longer capable of producing water, the Lessor shall employ a licensed professional engineer to certify in writing that without extraordinary action the New Well is no longer capable of producing water at a rate of 18,000 gallons per day. Upon receiving the licensed professional engineer's certification, the Lessor shall provide notice of the engineer's certification to the Lessee, which shall include notice that this Lease has terminated because the New Well is no longer capable of sufficiently producing water.

(ii) If at any time the Lessee obtains all of its water from another water source, this Lease shall automatically terminate and Lessee shall not be liable for any future obligations, except those obligations required hereunder but not yet fulfilled, or those obligations that expressly survive the term of this Lease, including but not limited to the indemnity and hold harmless provisions. The Lessee agrees to provide the Lessor notice within ten (10) days after it secures the ability to obtain all of its water from another water source. Within 30 days of the termination of this Lease, Lessee shall remove all equipment, tools, and personal property from the

Property. Any equipment, tools, and personal property of any kind left on the Property after the 30 day period expires is deemed abandoned and becomes the property of Lessor. Lessee shall be liable for the cost of removal and disposal of any equipment, tools, and personal property left on the Property which is not readily usable as is.

B. The breach of any term hereunder.

11. Commission Changes. If the Public Service Commission should exercise its authority to alter, amend, or modify this Lease, or should the Commission deem the Lease to be applicable to situations not contemplated by the parties, either as a result of its initial review of the Lease or in any subsequent case or proceeding, the Lessor and Lessee shall not be required to perform under the Lease as so altered, amended, modified or expanded unless the Lessor and Lessee each specifically agree, by a written instrument signed by an authorized representative of each party, to be bound by the Lease as altered, amended, modified or expanded by the Commission.

12. Indemnity. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy or use of the Property by Lessee. Lessee shall indemnify and hold Lessor harmless from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

13. Liability for Lessee's Equipment. Lessor shall not be liable for any unintentional damage or failure to pipelines, pumps, water distribution system or any other equipment or facilities to be constructed or installed, or now in place, on the Property.

14. Exceptions. This lease is made subject to all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases and other servitudes of record, if any pertaining to the real property conveyed herein.

15. Notices. All notices or other communications provided for or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notice shall be given or served by United States certified mail, postage pre-paid, return receipt requested. Notice given in accordance herewith shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal or receipt by the addressee (even if such addressee refused delivery thereof). A Parties' address may be changed by written notice to the other party, but shall not become effective until such notice is actually received. Notices given by counsel for a party shall be deemed given by that party.

Jefferson County Public Service District
Burr Industrial Park
240 Edmond Road, Suite A
Kearneysville, West Virginia 25430

Jefferson Utilities, Inc.
270 Industrial Boulevard
Kearneysville, West Virginia 25430

16. Waiver. The indulgence or waiver by the Lessor of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of the Lessor's right to terminate this Lease or exercise other legal remedies of Lessor available in law or equity by reason of any subsequent breach or default on the part of the Lessee, of any of the provisions of this Lease.

17. Governing Law. This Lease shall be governed in all respects by the laws of the State of West Virginia.

18. Entirety of Lease; Amendments. This Lease between the parties executed embodies the entire lease between the Parties and supersedes all prior leases and understandings, whether oral or written, express or implied. This Lease may be modified or supplemented only by a written document signed by an authorized representative of each party. All exhibits and other attachments, and the written designation of the Commencement Date, are incorporated herein by this reference for all purposes.

19. Counterparts. This Lease may be signed in counterparts, which together shall constitute one lease.

20. Headings; Construction. The headings and captions contained in this Lease are for convenience only and in no way limit or enlarge the scope or meaning of the language. The Parties acknowledge that their respective counsel have reviewed and revised this Lease and hereby agree that the normal rule of construction-to the effect that any ambiguities are to be resolved against

LESSEE:

JEFFERSON UTILITIES, INC.

By: Lee Snyder
Its: President

STATE OF WEST VIRGINIA

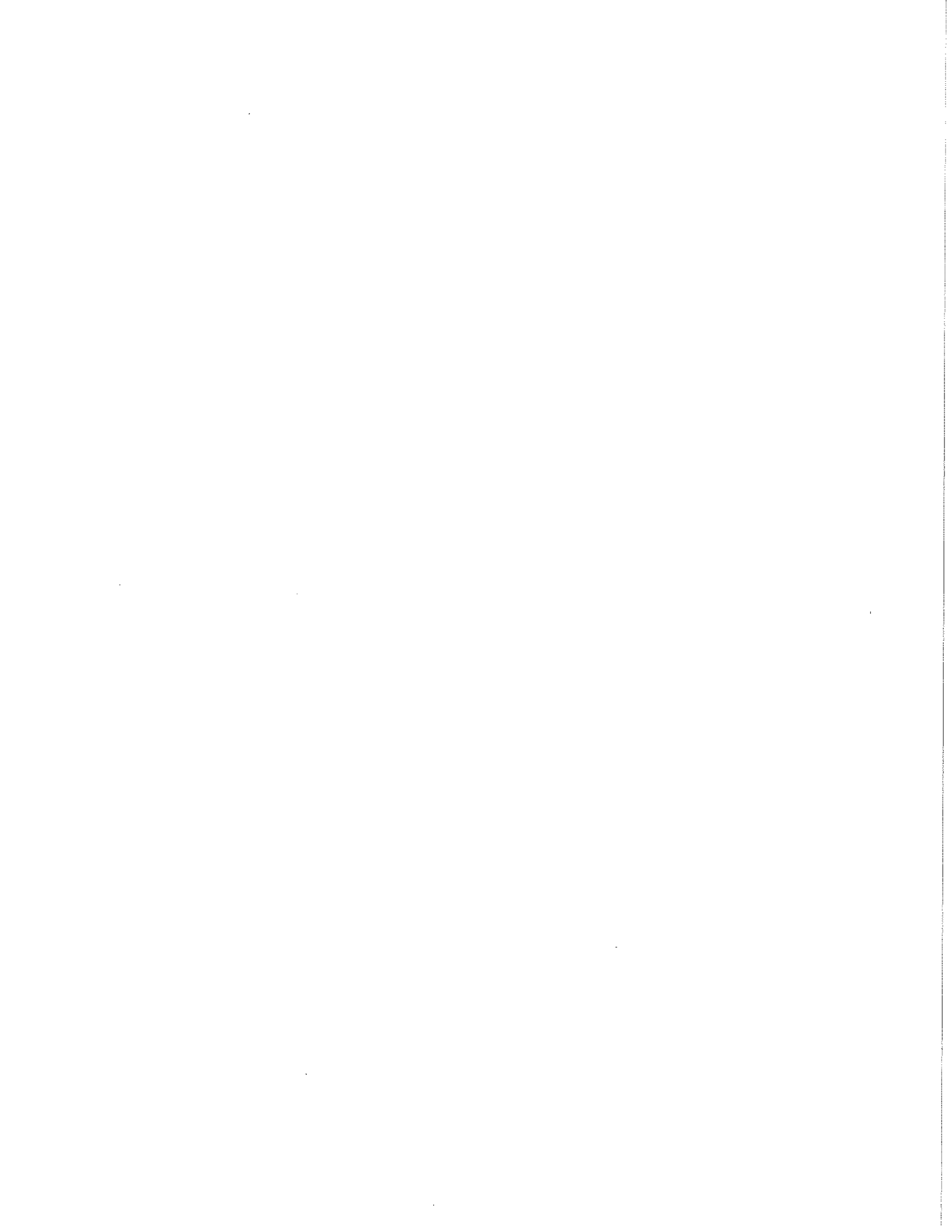
COUNTY OF JEFFERSON; to-wit:

The foregoing instrument was acknowledge before me this _____ day of _____, 2012, by Lee Snyder, the President of Jefferson Utilities, Inc., on behalf of said Company.

My commission expires: _____

Notary Public

[SEAL]



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: Jefferson County Department of Planning, Zoning, and Engineering

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: December 15, 2016

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

Date Requested – 2nd Choice:

Subject (Wording to be placed on agenda):

Decision on the proposed redline edits to the Jefferson County Zoning Ordinance (File #ZTA16-01) to amend various sections of the Zoning and Land Development Ordinance to replace the current nontraditional zoning ordinance with a traditional zoning ordinance by eliminating DRS/LESA CUP Process (Articles 6 and 7) and replace it with a traditional Principal Permitted and Conditional Use Process. The proposed text amendment also includes a recommendation to increase the density provisions of the Rural Zoning Cluster Development in Section 5.7; and proposes amending various sections related to rural land use throughout the Ordinance

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

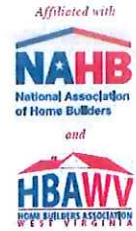
not applicable





**EASTERN PANHANDLE
HOME BUILDERS ASSOCIATION**

430 Randolph Street, Suite C • Martinsburg, West Virginia 25401 • phone: 304-267-4710
Fax: 304-267-8901 • e-mail: info@easternwvhomebuilders.org • www.easternwvhomebuilders.org



November 30, 2016

Jefferson County Commission

Via: info@jeffersoncountywv.org

RE: Pubic Comment on recommendation to increase the density provisions of the Rural Zoning Cluster Development in Section 5.7

Dear Jefferson County Commission:

The Eastern Panhandle Home Builders Association supports the recommendation to increase the density provisions of the Rural Zoning Cluster Development in Section 5.7 of the County's Zoning Ordinance. This change would preserve open or green space while providing incentives for increased density without requiring public water and sewer.

We respectfully ask you to approve this change and thank you for considering our comment.

Sincerely,

David Hartley
Executive Officer

12/1/16

**Comments to the Jefferson County Commission
on Zoning Ordinance Revisions**

Submitted by:
Jesse Morgan
Rippon, WV

1. Request a change to the definition of farm brewery to allow the operation of a brewpub as defined and allowed under United States and West Virginia State law, or create an additional use in Appendix C for a "Farm Brewpub" as a principal permitted use (PPU) in the Rural and Village zoning districts. Otherwise small farm breweries will be forced to sell their products at wholesale prices making it economically infeasible to profit from their investment in brewing as an agricultural endeavor.
2. Request that a Country Inn and a Bed and Breakfast be allowed as principal permitted uses in a Village District. Why should someone willing to invest in their property and attract these low impact tourism dollars to the county need to go through the Conditional Use process? Country Inns and Bed and Breakfasts are ideal ways to encourage rural tourism and to encourage property owners to invest in their properties in the Village districts. These businesses are typically set in older historic properties. This change would encourage property owners to invest and renovate their properties and have some income to help pay for those renovations.
3. Request that a Restaurant be allowed as a Conditional Permitted Use in the Village District. Villages can provide nice destinations for local and regional tourists. Examples would be Washington or Paris, Virginia that both have nice restaurants located in rural villages. The Inn at Little Washington has been voted as one of the best restaurants in the nation. A restaurant entrepreneur should, at least, be afforded the opportunity to have his idea reviewed through the Conditional Use Permitting process.
4. Request an additional use in Appendix C for a "Professional Office, Small" as a principal permitted use in the Village District, similarly to the "Medical/Dental/Optical Office, Small" permitted use. Village districts are ideal locations for small professional offices (private consulting firms, lawyers, architects, engineers, etc.) that only need space for a few people and require minimal customer or service traffic. Again, this would be very low impact, encourage investment in village properties and add vitality to the village setting. This would even provide an indirect security measure by having people present in the villages during the day, when they are often abandoned while people are at work.

**Proposed text amendment (ZTA16-01) to replace the current nontraditional Zoning Ordinance with a traditional Zoning Ordinance
Jefferson County Zoning and Land Development Ordinance**

Summary of Relevant Written and Verbal Public Comments Received at 12/01/16 County Commission Public Hearing

NOTE: edits to proposed amendments are highlighted in yellow

#	Proposed Language in Draft Amendment	Public Comment	Staff Recommendation	CC Direction/Action (12/15/16)
1.	Section 5.7 Rural District: recommendation to increase the density provisions of the Rural Zoning Cluster Development	The Eastern Panhandle Home Builders Association supports the recommendation to increase the density provisions of the Rural Zoning Cluster Development in Section 5.7 of the County's Zoning Ordinance. This change would preserve open or green space while providing incentives for increased density without requiring public water and sewer.	No action required	
2.	Minor editorial comments throughout document	<p>p. 12 "<u>Adaptive Reuse:</u> <u>Adaptive reuse refers to the process of reusing an old site or building for a purpose other than that for which it is was built or designed.</u>"</p> <p>p.49 Section 4.3B last sentence: "Additional acreage shall not be added to enlarge any nonconforming use unless <u>approved a variance is approved by the Board of Zoning Appeals, after review and a public hearing in accordance with Section 3.4A.4.via the Development Review System.</u>"</p> <p>p. 51 Section 4.4G last sentence: "Provided, however, thatSuch use shall only be permitted in the Industrial-Commercial District and the Major Industrial District and shall be processed <u>as a conditional use after processing through the Board of Zoning Appeals process through the Development Review System (Article 6 and 7).</u>"</p> <p>p. 74 Section 5.6B 1st line: B. The following <u>heavy industrial</u> uses shall <u>be require review and approval of the Board of</u></p>	All appropriate edits to be made	

#	Proposed Language in Draft Amendment	Public Comment	Staff Recommendation	CC Direction/Action (12/15/16)
		<p><u>Zoning Appeals under the Conditional Use Permit process</u> evaluated by the <u>Development Review System</u> ...</p> <p><i>Note Section 8.17 Campgrounds and related definitions and changes to Appendix C were previously approved by the CC on 9/29/16 and will be included in the final approved version of this amendment.</i></p>		
3.	Procedural Concerns	Questioned whether public notice was adequate as it did not specifically list proposed amendments to Definitions, Article 8, and Appendices A, B, C	<p>Planning Staff defers to Legal on this matter. The language of the ad is found below and includes the phrase “and proposes amending various sections related to rural land use throughout the Ordinance” which appears broad enough to cover the noted items. A number the questioned edits were a result of public input received during the PC public hearing. This matrix can be provided to the CC if desired.</p> <p>“The County Commission of Jefferson County has scheduled a Public Hearing to receive input on the proposed red line edits to the Jefferson County Zoning Ordinance (File #ZTA16-01) to amend various sections of the Zoning and Land Development Ordinance to replace the current nontraditional zoning ordinance with a traditional zoning ordinance by eliminating DRS/LESA CUP Process (Articles 6 and 7) and replace it with a traditional Principal Permitted and Conditional Use Process. The proposed text amendment also includes a recommendation to increase the density provisions of the Rural Zoning Cluster Development in Section 5.7; and proposes</p>	

#	Proposed Language in Draft Amendment	Public Comment	Staff Recommendation	CC Direction/Action (12/15/16)
			amending various sections related to rural land us throughout the Ordinance.”	
4.	<p>5.7.D. Maximum Number of Lots Allowed</p> <p>1. a. Acreage shall be computed using <u>existing acreage on record as of October 5, 1988 and calculating any divisions which have occurred since that time, at the time application is submitted. Total acreage does not include acreage which was subdivided off of present parent parcel between October 5, 1988 and time of application.</u></p> <p>2. Clustering</p> <p>b.(i.)(a) Acreage shall be computed using <u>existing acreage on record as of October 5, 1988 and calculating any divisions which have occurred since that time, at the time application is submitted. Total acreage does not include acreage which was subdivided off of present parent parcel between October 5, 1988 and time of application.</u></p>	Change the term “calculating” to “excluding” or “adjusting for”	Staff agrees that “calculating” is confusing and recommends changing both locations to: <u>“Maximum number of lots allowed (density) Acreage shall be computed using existing acreage on record as of October 5, 1988, and calculating a Any divisions which have occurred since that time shall be subtracted from the maximum number of lots allowed.”</u>	
5.	<p>5.7.D.2 Clustering</p> <p>i. One (1) lot may be subdivided for every ten <u>five (5)</u> acres.</p> <p><u>(b) A minimum of fifty percent (50%) of the property shall be retained as green space and shall contain no further development rights unless the property is placed in another zone or further subdivision is allowed by ordinance. A note to this effect shall be placed on all cluster subdivision plats.30</u></p> <p><u>(c) For every additional 5% preservation, the following scale may be utilized:30</u></p> <p><u>50% green space 1 lot per 5 acres</u></p> <p><u>55% green space 1 lot per 4.5 acres</u></p> <p><u>60% green space 1 lot per 4 acres</u></p>	<p>Quoted various sections of Envision Jefferson 2035 regarding the fact that one of the reasons that LESA/DRS is proposed to be deleted is to the development pressure on the rural road network.</p> <p>Proposed adding the that developments proposing to utilize the sliding scale proposed for the Cluster provisions be required to have direct access to a public road with a marked center line as follows on page 77:</p> <p>“iii. (b) All clusters of three (3) or more lots shall be served by an internal road <u>and shall have direct access to a public road with a marked centerline.</u></p> <p>(c) Clusters of three (3) or more lots shall not be along an existing public road.”</p>	<p>It would be reasonable to require a certain public road standard be met prior to larger cluster developments being approved. <u>Envision Jefferson 2035</u> utilizes a Functional Highway Classification System that may be a more appropriate standard, such as:</p> <p>“iii. (b) All clusters of three (3) or more lots shall be served by an internal road <u>and shall have direct access to a public road identified as a Major Collector or a Minor or Principal Arterial in the Envision Jefferson 2035 Roadway Classification Map.</u></p> <p>(c) Clusters of three (3) or more lots shall not be along an existing public road.”</p>	

#	Proposed Language in Draft Amendment	Public Comment	Staff Recommendation	CC Direction/Action (12/15/16)
	<u>65% green space 1 lot per 3.5 acres</u> <u>70% green space 1 lot per 3 acres</u> <u>75% green space 1 lot per 2.5 acres</u>			
6.	<p>Section 8.5 Farm Brewery, Farm Winery, or Farm Distillery</p> <p>A. All structures associated with the operation of a farm brewery, farm winery, or farm distillery may not exceed 20,000 square feet.</p> <p>B. No sale of alcohol for onsite consumption is permitted <u>unless licensed as a private club by the state of West Virginia or unless otherwise permitted by state law.</u></p> <p>C. The use may include facilities for fermenting, processing, bottling, packaging, and storage of products produced on-premises</p> <p>D. Permitted accessory uses include the following:</p> <ol style="list-style-type: none"> 1. Incidental tastings of products produced on-premises. 2. Incidental food sales associated with tastings, not including a restaurant; <u>provided, however, that a restaurant may be permitted through the conditional use permit process.</u> 3. Sales of packaged products produced on-premises. 4. Sales of novelty and gift items associated with products produced on-premises. <p>E. Twenty-five percent of the raw products for a product containing alcohol that is produced by a farm brewery, farm winery, or farm distillery must be produced (i.e. grown and harvested) on the premises of the farm brewery, farm winery, or farm distillery. No more than twenty-five percent of any produce utilized for farm wineries and</p>	<p>Change the definition of farm brewery to allow the operation of a brewpub as defined and allowed under US and WV state law or create an additional use in Appendix C for a "Farm Brewpub" as a PPU in the Rural and Village zoning districts.</p>	<p>Staff recommends deleting the proposed reference to "private clubs" in Section 8.5B for Farm Breweries and adding a provision permitting Farm Brewpubs, as defined by WV State Code §11-16-3 which serve only alcoholic beverages produced on the property, as follows:</p> <p>"B. <u>A brewpub, as defined by WV Code, may be accessory to a Farm Brewery, and may provide for on-site retail sale of a portion of the product produced on the premises.</u> No sale of alcohol for onsite consumption is permitted <u>for Farm Winery or Farm Distillery unless licensed as a private club by the state of West Virginia or unless otherwise permitted by state law.</u></p> <p>[FYI definition from state code: "Brewpub" means a place of manufacture of nonintoxicating beer or nonintoxicating craft beer owned by a resident brewer, subject to federal and state regulations and guidelines, a portion of which premises are designated for retail sales of nonintoxicating beer or nonintoxicating craft beer by the resident brewer owning the brewpub.]</p>	

#	Proposed Language in Draft Amendment	Public Comment	Staff Recommendation	CC Direction/Action (12/15/16)
	<p>farm distilleries shall originate from any source outside of West Virginia.</p> <p>F. Production limits are as follows:</p> <ol style="list-style-type: none"> 1. A farm brewery may produce annually up to 5,000 barrels of beer (155,000 gallons). 2. A farm winery may produce annually up to 50,000 gallons of wine and similar products. 3. A farm distillery may produce annually up to 20,000 gallons of alcoholic liquor. <p>G. Buildings located on the premises may exceed the square footage limit of Section 8.5A provided that the total building area dedicated to the use does not exceed total permitted square footage. This limit applies to the use of space for distilling, bottling, sales, administrative offices, and customer area, and does not apply to a barn, greenhouse or similar structure that is directly related to agricultural production.</p>			
7.	<p>Bed and Breakfast and Country Inn are listed as Conditional Uses in the Village District in Appendix C</p>	<p>Recommended that these use be listed as Principal Permitted Uses in the Village District in Appendix C to encourage rural tourism and encourage property owners to reinvest in their properties.</p>	<p>Staff agrees with this recommendation.</p>	
8.	<p>Restaurant, Limited, is listed as a 'Conditional Use' and Restaurant as 'Not Permitted Use' in the Village District in Appendix C</p>	<p>Recommended that a Restaurant be listed as a Conditional Use in the Village District in Appendix C to allow opportunities to provide destinations for local and regional tourists.</p>	<p>Staff agrees with this recommendation.</p>	

#	Proposed Language in Draft Amendment	Public Comment	Staff Recommendation	CC Direction/Action (12/15/16)
9.	Currently, in the Village District, in Appendix C, Medical/Dental/Optical Office, Small is a Principal Permitted Use; Medical/Dental/Optical Office is Not Permitted; and Professional Office is a Conditional Use.	Recommended that a new category of Professional Office, Small, be created and listed as a Principal Permitted Use in the Village District	Staff agrees with this recommendation.	



NOTICE

All Jefferson County Commission offices will be closed on Monday, December 26th, 2016 in observance of the Christmas Holiday.

NOTICE



All Jefferson County Commission offices will be closed on Monday, January 2nd, 2017 in observance of the New Year's holiday.

JEFFERSON COUNTY COMMISSION HOLIDAY SCHEDULE 2017

New Year's Day	Monday, January 2, 2017
Martin Luther King's Day	Monday, January 16, 2017
President's Day	Monday, February 20, 2017
Memorial Day	Monday, May 29, 2017
West Virginia Day	Tuesday, June 20, 2017
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Columbus Day	Monday, October 9, 2017
Veteran's Day	Friday, November 10, 2017
Thanksgiving Day	Thursday, November 23, 2017
Day after Thanksgiving	Friday, November 24, 2017
Christmas Day	Monday, December 25, 2017

IN ADDITION TO THE DAYS LISTED ABOVE, THE COMMISSION WILL OBSERVE AS HOLIDAYS, ANY NATIONAL, STATE OR OTHER ELECTION DAY THROUGHOUT THE COUNTY, AND ALL DAYS WHICH MAY BE APPOINTED OR RECOMMENDED BY THE GOVERNOR, OF THIS STATE, OR THE PRESIDENT OF THE UNITED STATES, AS DAYS OF THANKSGIVING, OR FOR THE GENERAL CESSATION OF BUSINESS, ANY DAY OR PART THEREOF DESIGNATED BY THE GOVERNOR AS TIME OFF, WITHOUT CHARGE AGAINST ACCRUED ANNUAL LEAVE, FOR STATE EMPLOYEES STATEWIDE MAY ALSO BE TIME OFF FOR COUNTY EMPLOYEES IF THE COUNTY COMMISSION ELECTS TO DESIGNATE THE DAY OR PART THEREOF AS TIME OFF, WITHOUT CHARGE AGAINST ACCRUED ANNUAL LEAVE FOR COUNTY EMPLOYEES. ANY ENTIRE OR PART STATE WIDE DAY OFF DESIGNATED BY THE GOVERNOR MAY, FOR ALL COURTS BE TREATED AS IF IT WERE A LEGAL HOLIDAY, AS PROVIDE FOR IN 2-2-1 OF THE WEST VIRGINIA CODE, AS AMENDED.

Date: December 1, 2016

PRESIDENT, JEFFERSON COUNTY COMMISSION

Impact Fee Status Report

November 2016

Office of Impact Fees

Summary

Date Range: Tuesday 1 through Wednesday 30 November 2016

Report Date: 1 December 2016

Process Number Range: 1600178-1600190

Total Applications: 13

Total Non-Exempt: 12

Of which:

Commercial: 1

Residential: 11

Of which:

County: 8

Municipal: 4

Total Exempt: 1

Of which:

Commercial: 0

Residential: 1

Of which:

County: 1

Municipal: 0

Tables 1 through 7 summarize impact fee processing for November 2016. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 30 November 2016	1	1	11	13
Fees collected		\$2.00	\$66,444.00	\$66,446.00
<i>Of which</i>				
School Impact Fee			\$60,249.00	\$60,249.00
Law Enforcement Fee		\$1.00	\$1,058.00	\$1,059.00
Parks & Recreation Fee			\$4,630.00	\$4,630.00
EMS Fee		\$1.00	\$507.00	\$508.00

Table 2. Financial Data – Office of Impact Fees General Account (3111776)

Description	Amount
Opening Statement Balance (1 November 2016)	\$69,858.06
November Deposits (1 – 30 November 2016)	\$66,446.00
School Oct. Transactions (withdraws via transfer on 07 November 2016)	(\$62,730.66)
Law October Transactions (withdraws via transfer on 07 November 2016)	(\$1,774.68)
Parks & Rec Oct. Transactions (withdraws via transfer on 07 Nov. 2016)	(\$4,820.38)
EMS October Transactions (withdraws via transfer on 07 November 2016)	(\$532.34)
Interest Earned (30 November 2016)	\$21.39
Ending Statement Balance (30 November 2016)	\$66,467.39
<i>Outstanding Credits (deposits through 1 December 2016)</i>	<i>\$0.00</i>

Table 3. Financial Data – School Impact Fee Account (3107582)

Description	Amount
Opening Balance (1 November 2016)	\$2,695,697.81
October Transactions (deposits via transfer on 07 November 2016)	\$62,730.66
Impact Fee Refund - Runkles PN 1600022 (04 November 2016)	(\$5,700.00)
Interest Earned (30 November 2016)	\$1,126.33
Ending Balance (30 November 2016)	\$2,753,854.80

Table 4. Financial Data – Law Enforcement Impact Fee Account (3120120)

Description	Amount
Opening Balance (1 November 2016)	\$81,385.08
October Transactions (deposits via transfer on 07 November 2016)	\$1,774.68
Impact Fee Refund - Runkles PN 1600022 (04 November 2016)	(\$161.00)
Interest Earned (30 November 2016)	\$33.97
Ending Balance (30 November 2016)	\$83,032.73

Table 5. Financial Data – Parks & Recreation Impact Fee Account (3122808)

Description	Amount
Opening Balance (1 November 2016)	\$89,330.24
October Transactions (deposits via transfer on 07 November 2016)	\$4,820.38
Impact Fee Refund - Runkles PN 1600022 (04 November 2016)	(\$438.00)
Interest Earned (30 November 2016)	\$38.14
Ending Balance (30 November 2016)	\$93,750.76

Table 6. Financial Data –EMS Impact Fee Account (3122816)

Description	Amount
Opening Balance (1 November 2016)	\$13,400.81
October Transactions (deposits via transfer on 07 November 2016)	\$532.34
Impact Fee Refund - Runkles PN 1600022 (04 November 2016)	(\$48.00)
Interest Earned (30 November 2016)	\$5.67
Ending Balance (30 November 2016)	\$13,890.82

Table 7. Total Impact Fees as of 1 December 2016/1

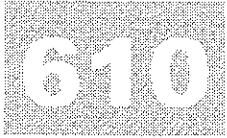
Description	Amount
Office of Impact Fees General Account	66,467.39
School Impact Fee Account	\$2,753,854.80
Law Enforcement Fee Account	\$83,032.73
Parks & Recreation Impact Fee Account	\$93,750.76
EMS Impact Fee Account	\$13,890.82
Total Impact Fees	\$3,010,996.50

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-6.

Table 8. Pending December 2016 Fee Transfers /1

Account	30 Nov. 2016 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$2,753,854.80	\$60,268.25	\$2,814,123.05
Law Enforcement Fee Account	\$83,032.73	\$1,059.43	\$84,092.16
Parks & Recreation Impact Fee Account	\$93,750.76	\$4,631.50	\$98,382.26
EMS Impact Fee Account	\$13,890.82	\$508.21	\$14,399.03
Total Impact Fees	\$2,944,529.11	\$66,467.39	\$3,010,996.50

/1 This table represents each of the impact fee category account totals as of 30 November 2016 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in November 2016 are listed in table 1 of the General Account (3111776); these transactions will be processed in December 2016. Any outstanding credits, as listed in table 2, will be added to the next month's Impact Fee transfer amounts.



Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Tuesday 1 through Wednesday 30 November 2016

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parse	Impact Fee Collected	Date	Exemption Reason
Exempt Applications											
1600188	11/21/2016		Snyder LLC	02 Charles Town	1097	520	1A	40	\$0.00	11/21/2016	Form 200
Category Count: 1				Category Total				\$0.00			
Non-Exempt Applications											
1600178	11/01/2016	Morgan	Justin	07 Middleway	1177	498	26	2.4	\$6,347.00	11/01/2016	N/A
1600179	11/02/2016	Lantzy	John	09 Shepherdstown	693	288	5A	27	\$6,347.00	11/02/2016	N/A
1600180	11/04/2016	Corbin	Norman & Lora	02 Charles Town	1133	447	23E	140	\$3,618.00	11/04/2016	Form 260
1600181	11/04/2016	Pate	Janey and Joe	04 Harpers Ferry	738	626	8	3.14	\$6,347.00	11/04/2016	N/A
1600182	11/09/2016	Henry	James	01 Bolivar Corp	1180	362	1	17.1	\$6,186.00	11/09/2016	N/A
1600183	11/14/2016	Boyd	Derek	08 Ranson Corp	1153	276	10	21	\$6,186.00	11/14/2016	N/A
1600184	11/15/2016		Arcadia	03 Charles Town	23	67	12B	199	\$6,186.00	11/14/2016	N/A
1600185	11/15/2016	Droddy	Timothy W. and	06 Kabletown	1169	52	23B	27	\$6,347.00	11/15/2016	N/A
1600186	11/18/2016		T. Lane Homes	07 Middleway	1179	726	18	17/18	\$6,347.00	11/18/2016	N/A
1600187	11/18/2016	Cole	Linda and Collin	03 Charles Town	1180	175	1	86.1	\$6,186.00	11/18/2016	N/A
1600189	11/21/2016	Waddell	David	04 Harpers Ferry	1101	492	10	11.17	\$2.00	11/21/2016	N/A
1600190	11/23/2016		DR Acquisitions,	04 Harpers Ferry	1129	541	9D	127	\$6,347.00	11/23/2016	N/A
Category Count: 12				Category Total				\$66,446.00			
TOTAL APPLICATIONS: 13				Grand Total				\$66,446.00			

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason
DATE: Thursday, 1 December 2016
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Schools Impact Fee Account (Bank of Charles Town account 3107582)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of November 2016.

This transfer consists of two components:

- Impact Fee Process Numbers **1600178** through **1600190**, inclusive. Within this range there were 11 non-exempt impact fee payments. This amounts to **\$60,249.00**.
- Interest earned by the Office of Impact Fees General Account in November 2016 amounts to **\$21.39**, of which **\$19.25** is attributed to fees collected for Schools.

As per the attached invoice, the total amount of this transfer is \$60,268.25.

Check # 1068

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 16045

Date: 12/1/2016

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description	Amount
Impact Fee payments collected for month of November 2016 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582).	\$60,249.00
Interest earned by the Office of Impact Fees General Account November 2016.	\$19.25
Impact Fee Process Numbers 1600178 through 1600190, inclusive. Within this range, there were 11 non-exempt impact fee payments.	
Total: \$60,268.25	

Notes/Comments Transfer of funds into School Impact Fee Account (3107582).

Check Number: 1068



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Schools

Check Number 1068

Trace 20161201:43915

Date 12/1/2016

Series 1

Recipient Sheriff of Jefferson County

Account 3107582

Amount \$60,249.00

Signature 1 Patsy Noland

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for School Impact Fees Collected in November 2016.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
11/2/2016	1600178	2003-3	11/24/2005	\$5,700.00
11/3/2016	1600179	2003-3	11/24/2005	\$5,700.00
11/9/2016	1600180	2003-3	11/24/2005	\$3,249.00
11/9/2016	1600181	2003-3	11/24/2005	\$5,700.00
11/10/2016	1600182	2003-3	11/24/2005	\$5,700.00
11/15/2016	1600183	2003-3	11/24/2005	\$5,700.00
11/15/2016	1600184	2003-3	11/24/2005	\$5,700.00
11/16/2016	1600185	2003-3	11/24/2005	\$5,700.00
11/21/2016	1600186	2003-3	11/24/2005	\$5,700.00
11/21/2016	1600187	2003-3	11/24/2005	\$5,700.00
11/22/2016	1600189	2003-3	11/24/2005	\$0.00
11/29/2016	1600190	2003-3	11/24/2005	\$5,700.00

Total amount for this withdraw \$60,249.00

Total amount for this account \$60,249.00

Total amount all accounts \$60,249.00

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason
DATE: Thursday, 1 December 2016
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Law Enforcement Impact Fee Account (Bank of Charles Town account 3120120)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of November 2016.

This transfer consists of two components:

- Impact Fee Process Numbers **1600178** through **1600190**, inclusive. Within this range there were 8 non-exempt impact fee payments. This amounts to **\$1,059.00**.
- Interest earned by the Office of Impact Fees General Account in November 2016 amounts to **\$21.39**, of which **\$0.43** is attributed to fees collected for Law Enforcement.

As per the attached invoice, the total amount of this transfer is \$1,059.43.

Check # 1069

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 16046

Date: 12/1/2016

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of November 2016 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Law Enforcement Impact Fees Bank Account (3120120). \$1,059.00

Interest earned by the Office of Impact Fees General Account November 2016. \$0.43

Impact Fee Process Numbers 1600178 through 1600190, inclusive. Within this range, there were 8 non-exempt impact fee payments.

Total: \$1,059.43

Notes/Comments Transfer of funds into Law Enforcement Impact Fee Account (3120120).

Check Number: 1069



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Law Enforcement

Check Number 1069

Trace 20161201:44296.24

Date 12/1/2016 Series 2

Recipient Sheriff of Jefferson County

Account 3120120

Amount \$1,059.00

Signature 1 Patsy Noland

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for Law Enforcement Impact Fees Collected in November 2016.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
11/2/2016	1600178	2005-1	3/22/2005	\$161.00
11/3/2016	1600179	2005-1	3/22/2005	\$161.00
11/9/2016	1600180	2005-1	3/22/2005	\$92.00
11/9/2016	1600181	2005-1	3/22/2005	\$161.00
11/10/2016	1600182	2005-1	3/22/2005	\$0.00
11/15/2016	1600183	2005-1	3/22/2005	\$0.00
11/15/2016	1600184	2005-1	3/22/2005	\$0.00
11/16/2016	1600185	2005-1	3/22/2005	\$161.00
11/21/2016	1600186	2005-1	3/22/2005	\$161.00
11/21/2016	1600187	2005-1	3/22/2005	\$0.00
11/22/2016	1600189	2005-1	3/22/2005	\$1.00
11/29/2016	1600190	2005-1	3/22/2005	\$161.00

Total amount for this withdraw \$1,059.00

Total amount for this account \$1,059.00

Total amount all accounts \$1,059.00

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason
DATE: Thursday, 1 December 2016
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks & Recreation Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Parks & Recreation Impact Fee Account (Bank of Charles Town account 3122808)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of November 2016.

This transfer consists of two components:

- Impact Fee Process Numbers **1600178** through **1600190**, inclusive. Within this range there were 11 non-exempt impact fee payments. This amounts to **\$4,630.00**.
- Interest earned by the Office of Impact Fees General Account in November 2016 amounts to **\$21.39**, of which **\$1.50** is attributed to fees collected for Parks & Recreation.

As per the attached invoice, the total amount of this transfer is \$4,631.50.

Check # 1070

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 16047

Date: 12/1/2016

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

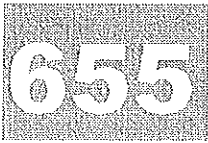
P.O. Number

Vendor Number

Description	Amount
Impact Fee payments collected for month of November 2016 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Parks & Recreation Impact Fees Bank Account (3122808).	\$4,630.00
Interest earned by the Office of Impact Fees General Account November 2016.	\$1.50
Impact Fee Process Numbers 1600178 through 1600190, inclusive. Within this range, there were 11 non-exempt impact fee payments.	
Total:	\$4,631.50

Notes/Comments Transfer of funds into Parks & Recreation Impact Fee Account (3122808).

Check Number: 1070



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Parks & Rec

Check Number 1070

Trace 20161201:44346.48

Date 12/1/2016

Series 3

Recipient Sheriff of Jefferson County

Account 3122808

Amount \$4,630.00

Signature 1 Patsy Noland

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for Parks and Rec Impact Fees Collected in November 2016.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
11/2/2016	1600178	2005-2	5/12/2005	\$438.00
11/3/2016	1600179	2005-2	5/12/2005	\$438.00
11/9/2016	1600180	2005-2	5/12/2005	\$250.00
11/9/2016	1600181	2005-2	5/12/2005	\$438.00
11/10/2016	1600182	2005-2	5/12/2005	\$438.00
11/15/2016	1600183	2005-2	5/12/2005	\$438.00
11/15/2016	1600184	2005-2	5/12/2005	\$438.00
11/16/2016	1600185	2005-2	5/12/2005	\$438.00
11/21/2016	1600186	2005-2	5/12/2005	\$438.00
11/21/2016	1600187	2005-2	5/12/2005	\$438.00
11/22/2016	1600189	2005-2	5/12/2005	\$0.00
11/29/2016	1600190	2005-2	5/12/2005	\$438.00
Total amount for this withdraw				\$4,630.00
Total amount for this account				\$4,630.00
Total amount all accounts				\$4,630.00

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason
DATE: Thursday, 1 December 2016
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's EMS Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County EMS Impact Fee Account (Bank of Charles Town account 3122816)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of November 2016.

This transfer consists of two components:

- Impact Fee Process Numbers **1600178** through **1600190**, inclusive. Within this range there were 12 non-exempt impact fee payments. This amounts to **\$508.00**.
- Interest earned by the Office of Impact Fees General Account in November 2016 amounts to **\$21.39**, of which **\$0.21** is attributed to fees collected for EMS.

As per the attached invoice, the total amount of this transfer is \$508.21.

Check # 1071

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 16048

Date: 12/1/2016

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

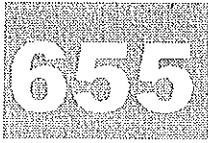
P.O. Number

Vendor Number

Description	Amount
Impact Fee payments collected for month of November 2016 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County EMS Impact Fees Bank Account (3122816).	\$508.00
Interest earned by the Office of Impact Fees General Account November 2016.	\$0.21
Impact Fee Process Numbers 1600178 through 1600190, inclusive. Within this range, there were 12 non-exempt impact fee payments.	
Total:	\$508.21

Notes/Comments Transfer of funds into EMS Impact Fee Account (3122816).

Check Number: 1071



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Fire & EMS

Check Number 1071

Trace 20161201:44407.09

Date 12/1/2016 Series 4

Recipient Sheriff of Jefferson County

Account 3122816

Amount \$508.00

Signature 1 Patsy Noland

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for EMS Impact Fees Collected in November 2016.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
11/2/2016	1600178	2005-3	5/12/2005	\$48.00
11/3/2016	1600179	2005-3	5/12/2005	\$48.00
11/9/2016	1600180	2005-3	5/12/2005	\$27.00
11/9/2016	1600181	2005-3	5/12/2005	\$48.00
11/10/2016	1600182	2005-3	5/12/2005	\$48.00
11/15/2016	1600183	2005-3	5/12/2005	\$48.00
11/15/2016	1600184	2005-3	5/12/2005	\$48.00
11/16/2016	1600185	2005-3	5/12/2005	\$48.00
11/21/2016	1600186	2005-3	5/12/2005	\$48.00
11/21/2016	1600187	2005-3	5/12/2005	\$48.00
11/22/2016	1600189	2005-3	5/12/2005	\$1.00
11/29/2016	1600190	2005-3	5/12/2005	\$48.00
Total amount for this withdraw				\$508.00
Total amount for this account				\$508.00
Total amount all accounts				\$508.00

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

Week Ending Date	FY17 November 26, 2016
To be Deposited on:	December 2, 2016
Amount Played	\$ 64,733,290.71
Amount Won	58,342,001.39
Amount Promo	471,816.00
MWAP Contribution	<u>-</u>
Adjusted Gross Terminal Revenue	<u>5,919,473.32</u>
Administrative Costs @ 4%	236,778.93
Excess Lottery Fund @ 4%	<u>-</u>
Net Terminal Revenue	<u>5,682,694.39</u>
Surcharge @ 10%	-
State Share Excess @ 58% & 10% of 42%	-
Track Share of Capital Reinvestment @ 90% of 42%	<u>-</u>
<i>Track Share of Capital Reinvestment @ 96%</i>	-
<i>Track Share of Capital Reinvestment @ 4%</i>	-
Adjusted Net Terminal Revenue	<u>5,682,694.39</u>
Racetrack @ 46.50% / 42%	2,642,452.89
Lottery Fund @ 30% / 0%	1,704,808.34
Excess Lottery Fund @ 0% / 41%	-
Excess Lottery Fund @ 12.85% / 9.55%	730,226.21
Race Track Purses @ 90% of 7% / 4%	358,009.75
Employee Pension Fund @ 1% / .5%	56,826.94
Greyhound Development @ 90% of .75%	38,358.19
Thoroughbred Development @ 90% of .75%	38,358.19
County/Municipality @ 2%	<u>113,653.88</u>
	<u>\$ 5,682,694.39</u>

WEST VIRGINIA LOTTERY

First Benchmark

Charles Town

County / City Split

Fiscal Year 2017

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%
2 days ending: 07/02/16	\$ 51,477.36	\$ 51,477.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/09/16	125,605.24	125,605.24	-	-	-	-	-	-
07/16/16	107,876.48	107,876.48	-	-	-	-	-	-
07/23/16	107,196.20	107,196.20	-	-	-	-	-	-
07/30/16	111,534.28	111,534.28	-	-	-	-	-	-
08/06/16	110,378.32	110,378.32	-	-	-	-	-	-
08/13/16	101,561.56	101,561.56	-	-	-	-	-	-
08/20/16	115,270.28	115,270.28	-	-	-	-	-	-
08/27/16	111,097.28	96,130.52	14,966.76	1,186.86	5,971.74	324.78	5,040.80	2,442.58
09/03/16	120,896.24	60,448.12	60,448.12	4,793.54	24,118.80	1,311.72	20,358.93	9,865.13
09/10/16	123,196.08	61,598.04	61,598.04	4,884.72	24,577.62	1,336.68	20,746.22	10,052.80
09/17/16	101,219.28	50,609.64	50,609.64	4,013.34	20,193.25	1,098.23	17,045.33	8,259.49
09/24/16	102,399.36	51,199.68	51,199.68	4,060.14	20,428.67	1,111.03	17,244.05	8,355.79
10/01/16	108,692.68	54,346.34	54,346.34	4,309.66	21,684.19	1,179.32	18,303.85	8,869.32
10/08/16	101,792.36	50,896.18	50,896.18	4,036.07	20,307.57	1,104.45	17,141.83	8,306.26
10/15/16	103,115.76	51,557.88	51,557.88	4,088.54	20,571.59	1,118.81	17,364.69	8,414.25
10/22/16	107,651.80	53,825.90	53,825.90	4,268.39	21,476.53	1,168.02	18,128.56	8,784.40
10/29/16	101,706.44	50,853.22	50,853.22	4,032.66	20,290.43	1,103.51	17,127.37	8,299.25
11/05/16	111,917.68	55,958.84	55,958.84	4,437.53	22,327.58	1,214.31	18,846.94	9,132.48
11/12/16	106,692.36	53,346.18	53,346.18	4,230.35	21,285.13	1,157.61	17,966.99	8,706.10
11/19/16	94,349.80	47,174.90	47,174.90	3,740.97	18,822.78	1,023.70	15,888.51	7,698.94
11/26/16	113,653.88	56,826.94	56,826.94	4,506.38	22,673.95	1,233.14	19,139.31	9,274.16
Subtotal	\$ 2,339,280.72	\$ 1,625,672.10	\$ 713,608.62	\$ 56,589.15	\$ 284,729.83	\$ 15,485.31	\$ 240,343.38	\$ 116,460.95

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/7/2012	161,637.92	7/6/2013	123,196.88	7/5/2014	106,819.12	7/4/2015	89,446.56	7/1-2/2016	51,477.36
7/14/2012	129,458.04	7/13/2013	128,060.40	7/12/2014	111,792.16	7/11/2015	119,132.68	7/9/2016	125,605.24
7/21/2012	130,037.00	7/20/2013	115,128.84	7/19/2014	116,320.32	7/18/2015	112,706.24	7/16/2016	107,876.48
7/28/2012	137,164.44	7/27/2013	123,049.56	7/26/2014	112,502.48	7/25/2015	109,356.88	7/23/2016	107,196.20
8/4/2012	132,931.16	8/3/2013	116,180.80	8/2/2014	117,145.12	8/1/2015	119,089.60	7/30/2016	111,534.28
8/11/2012	134,212.88	8/10/2013	120,078.64	8/9/2014	114,374.60	8/8/2015	115,689.52	8/6/2016	110,378.32
8/18/2012	110,241.90	8/17/2013	124,888.56	8/16/2014	114,105.32	8/15/2015	108,726.48	8/13/2016	101,561.56
8/25/2012	66,209.90	8/24/2013	89,882.12	8/23/2014	116,097.04	8/22/2015	108,922.12	8/20/2016	115,270.28
9/1/2012	67,133.42	8/31/2013	58,913.18	8/30/2014	60,280.02	8/29/2015	73,285.10	8/27/2016	96,130.52
9/8/2012	74,029.40	9/7/2013	67,758.74	9/6/2014	61,420.28	9/5/2015	55,890.76	9/3/2016	60,448.12
9/15/2012	61,838.04	9/14/2013	53,374.22	9/13/2014	51,364.96	9/12/2015	63,273.30	9/10/2016	61,598.04
9/22/2012	56,996.90	9/21/2013	54,277.94	9/20/2014	50,664.54	9/19/2015	54,233.06	9/17/2016	50,609.64
9/29/2012	61,611.40	9/28/2013	54,881.50	9/27/2014	50,127.22	9/26/2015	52,439.60	9/24/2016	51,199.68
10/6/2012	62,715.20	10/5/2013	55,950.74	10/4/2014	53,531.28	10/3/2015	53,104.94	10/1/2016	54,346.34
10/13/2012	60,710.18	10/12/2013	55,837.92	10/11/2014	51,127.00	10/10/2015	50,291.26	10/8/2016	50,896.18
10/20/2012	62,333.08	10/19/2013	61,327.20	10/18/2014	56,414.64	10/17/2015	53,048.80	10/15/2016	51,557.88
10/27/2012	58,073.54	10/26/2013	52,854.06	10/25/2014	49,890.20	10/24/2015	55,418.72	10/22/2016	53,825.90
11/3/2012	56,545.30	11/2/2013	57,543.54	11/1/2014	52,242.34	10/31/2015	57,023.64	10/29/2016	50,853.22
11/10/2012	56,110.96	11/9/2013	54,666.76	11/8/2014	52,819.26	11/7/2015	55,832.08	11/5/2016	55,958.84
11/17/2012	57,432.36	11/16/2013	56,495.96	11/15/2014	51,810.32	11/14/2015	56,012.86	11/12/2016	53,346.18
11/24/2012	65,888.86	11/23/2013	48,628.62	11/22/2014	46,228.62	11/21/2015	50,193.76	11/19/2016	47,174.90
12/1/2012	50,243.34	11/30/2013	59,645.66	11/29/2014	55,593.44	11/28/2015	60,010.98	11/26/2016	56,826.94
12/8/2012	50,770.96	12/7/2013	47,306.24	12/6/2014	46,792.50	12/5/2015	47,767.86		
12/15/2012	47,022.38	12/14/2013	29,229.02	12/13/2014	40,904.98	12/12/2015	42,938.56		
12/22/2012	46,838.96	12/21/2013	44,581.02	12/20/2014	41,600.84	12/19/2015	43,087.16		
12/29/2012	59,697.22	12/28/2013	62,117.14	12/27/2014	58,114.68	12/26/2015	52,835.48		
1/5/2013	71,673.52	1/4/2014	62,963.88	1/3/2015	68,277.28	1/2/2016	74,963.14		
1/12/2013	50,416.30	1/11/2014	37,935.94	1/10/2015	37,099.34	1/9/2016	41,474.24		
1/19/2013	51,211.88	1/18/2014	49,418.64	1/17/2015	43,217.36	1/16/2016	43,455.58		
1/26/2013	46,966.26	1/25/2014	42,720.80	1/24/2015	41,212.80	1/23/2016	25,025.40		
2/2/2013	52,067.92	2/1/2014	47,681.60	1/31/2015	42,783.32	1/30/2016	36,805.26		
2/9/2013	52,222.20	2/8/2014	45,434.52	2/7/2015	47,859.18	2/4/2016	51,695.74		
2/16/2013	64,243.52	2/15/2014	41,076.08	2/14/2015	48,131.08	2/13/2016	44,941.78		
2/23/2013	64,115.70	2/22/2014	61,523.98	2/21/2015	37,610.66	2/20/2016	50,505.40		
3/2/2013	62,602.74	3/1/2014	57,744.78	2/28/2015	56,982.14	2/27/2016	52,426.86		
3/9/2013	59,213.26	3/8/2014	50,439.94	3/7/2015	43,750.42	3/5/2016	53,474.66		
3/16/2013	62,366.36	3/15/2014	54,414.66	3/14/2015	55,096.66	3/12/2016	51,447.02		
3/23/2013	59,841.02	3/22/2014	50,734.62	3/21/2015	53,081.08	3/19/2016	50,356.80		
3/30/2013	57,567.98	3/29/2014	51,174.60	3/28/2015	50,548.88	3/26/2016	52,217.46		
4/6/2013	63,108.84	4/5/2014	55,229.90	4/4/2015	51,713.78	4/2/2016	54,185.88		
4/13/2013	56,849.30	4/12/2014	48,653.18	4/11/2015	51,024.54	4/9/2016	49,690.04		
4/20/2013	55,432.12	4/19/2014	54,469.22	4/18/2015	49,338.10	4/16/2016	49,071.82		
4/27/2013	58,612.74	4/26/2014	51,637.18	4/25/2015	49,656.62	4/23/2016	49,485.78		

5/4/2013	61,102.92	5/3/2014	54,757.72	5/2/2015	54,079.66	4/30/2016	50,872.46
5/11/2013	57,428.70	5/10/2014	51,011.76	5/9/2015	50,062.82	5/7/2016	52,135.22
5/18/2013	61,172.80	5/17/2014	51,148.34	5/16/2015	48,308.08	5/14/2016	51,441.84
5/25/2013	57,131.24	5/24/2014	53,082.60	5/23/2015	47,705.92	5/21/2016	48,392.48
6/1/2013	65,920.66	5/31/2014	62,642.98	5/30/2015	58,258.10	5/28/2016	49,380.84
6/8/2013	55,233.74	6/7/2014	49,517.18	6/6/2015	53,927.82	6/4/2016	58,228.50
6/15/2013	54,067.52	6/14/2014	50,266.50	6/13/2015	50,110.84	6/11/2016	45,053.42
6/22/2013	54,690.28	6/21/2014	48,768.14	6/20/2015	47,109.22	6/18/2016	46,179.18
6/29/2013	55,991.38	6/28/2014	49,250.32	6/27/2015	55,325.14	6/25/2016	47,230.00
6/30/2013	11,509.54	6/30/2014	12,010.70	6/30/2015	16,018.68	6/30/2016	27,584.00

3,580,645.18

3,261,565.02

3,148,372.80

3,167,478.80

1,625,672.10

Table Game Revenue

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
July, 2014	78,639.07	July, 2015	75,674.79	July, 2016	77,234.20
August, 2014	84,726.51	August, 2015	70,064.73	August, 2016	63,158.62
September, 2014	71,967.51	September, 2015	64,845.44	September, 2016	67,701.42
October, 2014	66,257.02	October, 2015	68,440.97	October, 2016	63,392.97
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	May, 2016	76,415.84		
June, 2015	81,569.83	June, 2016	62,572.11		
Total 2014-2015	899,128.89	Total 2015-2016	832,756.78	Total 2016-2017	271,487.21

Table Game Revenue Distribution - Jefferson County School Board

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
July, 2015	227,024.37	July, 2016	231,702.60
August, 2015	210,194.19	August, 2016	189,475.86
September, 2015	194,536.32	September, 2016	203,104.26
October, 2015	205,322.91	October, 2016	190,178.91
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		
May, 2016	229,247.52		
June, 2016	187,716.33		
Total 2015-2016	2,498,270.34	Total 2016-2017	814,461.63

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

Week Ending Date	FY17 December 3, 2016
To be Deposited on:	December 9, 2016
Amount Played	\$ 54,064,716.16
Amount Won	48,610,891.47
Amount Promo	411,339.00
MWAP Contribution	<u> -</u>
Adjusted Gross Terminal Revenue	<u>5,042,485.69</u>
Administrative Costs @ 4%	201,699.44
Excess Lottery Fund @ 4%	<u> -</u>
Net Terminal Revenue	<u>4,840,786.25</u>
Surcharge @ 10%	-
State Share Excess @ 58% & 10% of 42%	-
Track Share of Capital Reinvestment @ 90% of 42%	<u> -</u>
<i>Track Share of Capital Reinvestment @ 96%</i>	-
<i>Track Share of Capital Reinvestment @ 4%</i>	-
Adjusted Net Terminal Revenue	<u>4,840,786.25</u>
Racetrack @ 46.50% / 42%	2,250,965.61
Lottery Fund @ 30% / 0%	1,452,235.87
Excess Lottery Fund @ 0% / 41%	-
Excess Lottery Fund @ 12.85% / 9.55%	622,041.04
Race Track Purses @ 90% of 7% / 4%	304,969.53
Employee Pension Fund @ 1% / .5%	48,407.86
Greyhound Development @ 90% of .75%	32,675.31
Thoroughbred Development @ 90% of .75%	32,675.31
County/Municipality @ 2%	<u>96,815.72</u>
	<u>\$ 4,840,786.25</u>

WEST VIRGINIA LOTTERY
 First Benchmark
 Charles Town
 County / City Split
 Fiscal Year 2017

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%
2 days ending: 07/02/16	\$ 51,477.36	\$ 51,477.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/09/16	125,605.24	125,605.24	-	-	-	-	-	-
07/16/16	107,876.48	107,876.48	-	-	-	-	-	-
07/23/16	107,196.20	107,196.20	-	-	-	-	-	-
07/30/16	111,534.28	111,534.28	-	-	-	-	-	-
08/06/16	110,378.32	110,378.32	-	-	-	-	-	-
08/13/16	101,561.56	101,561.56	-	-	-	-	-	-
08/20/16	115,270.28	115,270.28	-	-	-	-	-	-
08/27/16	111,097.28	96,130.52	14,966.76	1,186.86	5,971.74	324.78	5,040.80	2,442.58
09/03/16	120,896.24	60,448.12	60,448.12	4,793.54	24,118.80	1,311.72	20,358.93	9,865.13
09/10/16	123,196.08	61,598.04	61,598.04	4,884.72	24,577.62	1,336.68	20,746.22	10,052.80
09/17/16	101,219.28	50,609.64	50,609.64	4,013.34	20,193.25	1,098.23	17,045.33	8,259.49
09/24/16	102,399.36	51,199.68	51,199.68	4,060.14	20,428.67	1,111.03	17,244.05	8,355.79
10/01/16	108,692.68	54,346.34	54,346.34	4,309.66	21,684.19	1,179.32	18,303.85	8,869.32
10/08/16	101,792.36	50,896.18	50,896.18	4,036.07	20,307.57	1,104.45	17,141.83	8,306.26
10/15/16	103,115.76	51,557.88	51,557.88	4,088.54	20,571.59	1,118.81	17,364.69	8,414.25
10/22/16	107,651.80	53,825.90	53,825.90	4,268.39	21,476.53	1,168.02	18,128.56	8,784.40
10/29/16	101,706.44	50,853.22	50,853.22	4,032.66	20,290.43	1,103.51	17,127.37	8,299.25
11/05/16	111,917.68	55,958.84	55,958.84	4,437.53	22,327.58	1,214.31	18,846.94	9,132.48
11/12/16	106,692.36	53,346.18	53,346.18	4,230.35	21,285.13	1,157.61	17,966.99	8,706.10
11/19/16	94,349.80	47,174.90	47,174.90	3,740.97	18,822.78	1,023.70	15,888.51	7,698.94
11/26/16	113,653.88	56,826.94	56,826.94	4,506.38	22,673.95	1,233.14	19,139.31	9,274.16
12/03/16	96,815.72	48,407.86	48,407.86	3,838.74	19,314.74	1,050.45	16,303.77	7,900.16
Subtotal	\$ 2,436,096.44	\$ 1,674,079.96	\$ 762,016.48	\$ 60,427.89	\$ 304,044.57	\$ 16,535.76	\$ 256,647.15	\$ 124,381.11

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/7/2012	161,637.92	7/6/2013	123,196.88	7/5/2014	106,819.12	7/4/2015	89,446.56	7/1-2/2016	51,477.36
7/14/2012	129,458.04	7/13/2013	128,060.40	7/12/2014	111,792.16	7/11/2015	119,132.68	7/9/2016	125,605.24
7/21/2012	130,037.00	7/20/2013	115,128.84	7/19/2014	116,320.32	7/18/2015	112,706.24	7/16/2016	107,876.48
7/28/2012	137,164.44	7/27/2013	123,049.56	7/26/2014	112,502.48	7/25/2015	109,356.88	7/23/2016	107,196.20
8/4/2012	132,931.16	8/3/2013	116,180.80	8/2/2014	117,145.12	8/1/2015	119,089.60	7/30/2016	111,534.28
8/11/2012	134,212.88	8/10/2013	120,078.64	8/9/2014	114,374.60	8/8/2015	115,689.52	8/6/2016	110,378.32
8/18/2012	110,241.90	8/17/2013	124,888.56	8/16/2014	114,105.32	8/15/2015	108,726.48	8/13/2016	101,561.56
8/25/2012	66,209.90	8/24/2013	89,882.12	8/23/2014	116,097.04	8/22/2015	108,922.12	8/20/2016	115,270.28
9/1/2012	67,133.42	8/31/2013	58,913.18	8/30/2014	60,280.02	8/29/2015	73,285.10	8/27/2016	96,130.52
9/8/2012	74,029.40	9/7/2013	67,758.74	9/6/2014	61,420.28	9/5/2015	55,890.76	9/3/2016	60,448.12
9/15/2012	61,838.04	9/14/2013	53,374.22	9/13/2014	51,364.96	9/12/2015	63,273.30	9/10/2016	61,598.04
9/22/2012	56,996.90	9/21/2013	54,277.94	9/20/2014	50,664.54	9/19/2015	54,233.06	9/17/2016	50,609.64
9/29/2012	61,611.40	9/28/2013	54,881.50	9/27/2014	50,127.22	9/26/2015	52,439.60	9/24/2016	51,199.68
10/6/2012	62,715.20	10/5/2013	55,950.74	10/4/2014	53,531.28	10/3/2015	53,104.94	10/1/2016	54,346.34
10/13/2012	60,710.18	10/12/2013	55,837.92	10/11/2014	51,127.00	10/10/2015	50,291.26	10/8/2016	50,896.18
10/20/2012	62,333.08	10/19/2013	61,327.20	10/18/2014	56,414.64	10/17/2015	53,048.80	10/15/2016	51,557.88
10/27/2012	58,073.54	10/26/2013	52,854.06	10/25/2014	49,890.20	10/24/2015	55,418.72	10/22/2016	53,825.90
11/3/2012	56,545.30	11/2/2013	57,543.54	11/1/2014	52,242.34	10/31/2015	57,023.64	10/29/2016	50,853.22
11/10/2012	56,110.96	11/9/2013	54,666.76	11/8/2014	52,819.26	11/7/2015	55,832.08	11/5/2016	55,958.84
11/17/2012	57,432.36	11/16/2013	56,495.96	11/15/2014	51,810.32	11/14/2015	56,012.86	11/12/2016	53,346.18
11/24/2012	65,888.86	11/23/2013	48,628.62	11/22/2014	46,228.62	11/21/2015	50,193.76	11/19/2016	47,174.90
12/1/2012	50,243.34	11/30/2013	59,645.66	11/29/2014	55,593.44	11/28/2015	60,010.98	11/26/2016	56,826.94
12/8/2012	50,770.96	12/7/2013	47,306.24	12/6/2014	46,792.50	12/5/2015	47,767.86	12/3/2016	48,407.86
12/15/2012	47,022.38	12/14/2013	29,229.02	12/13/2014	40,904.98	12/12/2015	42,938.56		
12/22/2012	46,838.96	12/21/2013	44,581.02	12/20/2014	41,600.84	12/19/2015	43,087.16		
12/29/2012	59,697.22	12/28/2013	62,117.14	12/27/2014	58,114.68	12/26/2015	52,835.48		
1/5/2013	71,673.52	1/4/2014	62,963.88	1/3/2015	68,277.28	1/2/2016	74,963.14		
1/12/2013	50,416.30	1/11/2014	37,935.94	1/10/2015	37,099.34	1/9/2016	41,474.24		
1/19/2013	51,211.88	1/18/2014	49,418.64	1/17/2015	43,217.36	1/16/2016	43,455.58		
1/26/2013	46,966.26	1/25/2014	42,720.80	1/24/2015	41,212.80	1/23/2016	25,025.40		
2/2/2013	52,067.92	2/1/2014	47,681.60	1/31/2015	42,783.32	1/30/2016	36,805.26		
2/9/2013	52,222.20	2/8/2014	45,434.52	2/7/2015	47,859.18	2/4/2016	51,695.74		
2/16/2013	64,243.52	2/15/2014	41,076.08	2/14/2015	48,131.08	2/13/2016	44,941.78		
2/23/2013	64,115.70	2/22/2014	61,523.98	2/21/2015	37,610.66	2/20/2016	50,505.40		
3/2/2013	62,602.74	3/1/2014	57,744.78	2/28/2015	56,982.14	2/27/2016	52,426.86		
3/9/2013	59,213.26	3/8/2014	50,439.94	3/7/2015	43,750.42	3/5/2016	53,474.66		
3/16/2013	62,366.36	3/15/2014	54,414.66	3/14/2015	55,096.66	3/12/2016	51,447.02		
3/23/2013	59,841.02	3/22/2014	50,734.62	3/21/2015	53,081.08	3/19/2016	50,356.80		
3/30/2013	57,567.98	3/29/2014	51,174.60	3/28/2015	50,548.88	3/26/2016	52,217.46		
4/6/2013	63,108.84	4/5/2014	55,229.90	4/4/2015	51,713.78	4/2/2016	54,185.88		
4/13/2013	56,849.30	4/12/2014	48,653.18	4/11/2015	51,024.54	4/9/2016	49,690.04		
4/20/2013	55,432.12	4/19/2014	54,469.22	4/18/2015	49,338.10	4/16/2016	49,071.82		
4/27/2013	58,612.74	4/26/2014	51,637.18	4/25/2015	49,656.62	4/23/2016	49,485.78		

5/4/2013	61,102.92	5/3/2014	54,757.72	5/2/2015	54,079.66	4/30/2016	50,872.46
5/11/2013	57,428.70	5/10/2014	51,011.76	5/9/2015	50,062.82	5/7/2016	52,135.22
5/18/2013	61,172.80	5/17/2014	51,148.34	5/16/2015	48,308.08	5/14/2016	51,441.84
5/25/2013	57,131.24	5/24/2014	53,082.60	5/23/2015	47,705.92	5/21/2016	48,392.48
6/1/2013	65,920.66	5/31/2014	62,642.98	5/30/2015	58,258.10	5/28/2016	49,380.84
6/8/2013	55,233.74	6/7/2014	49,517.18	6/6/2015	53,927.82	6/4/2016	58,228.50
6/15/2013	54,067.52	6/14/2014	50,266.50	6/13/2015	50,110.84	6/11/2016	45,053.42
6/22/2013	54,690.28	6/21/2014	48,768.14	6/20/2015	47,109.22	6/18/2016	46,179.18
6/29/2013	55,991.38	6/28/2014	49,250.32	6/27/2015	55,325.14	6/25/2016	47,230.00
6/30/2013	11,509.54	6/30/2014	12,010.70	6/30/2015	16,018.68	6/30/2016	27,584.00

3,580,645.18

3,261,565.02

3,148,372.80

3,167,478.80

1,674,079.96

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	Date	Amount
July, 2014	78,639.07	July, 2015	75,674.79	July, 2016	77,234.20
August, 2014	84,726.51	August, 2015	70,064.73	August, 2016	63,158.62
September, 2014	71,967.51	September, 2015	64,845.44	September, 2016	67,701.42
October, 2014	66,257.02	October, 2015	68,440.97	October, 2016	63,392.97
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	May, 2016	76,415.84		
June, 2015	81,569.83	June, 2016	62,572.11		
Total 2014-2015	899,128.89	Total 2015-2016	832,756.78	Total 2016-2017	271,487.21

Table Game Revenue Distribution - Jefferson County School Board

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
July, 2015	227,024.37	July, 2016	231,702.60
August, 2015	210,194.19	August, 2016	189,475.86
September, 2015	194,536.32	September, 2016	203,104.26
October, 2015	205,322.91	October, 2016	190,178.91
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		
May, 2016	229,247.52		
June, 2016	187,716.33		
Total 2015-2016	2,498,270.34	Total 2016-2017	814,461.63