

AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2018
THURSDAY, MAY 17TH, 2018
6:00 P.M.

County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- May 3, 2018

APPROVAL OF PURCHASE ORDERS

- May 17, 2018

APPROVAL OF ACCOUNTS PAYABLE

- May 10, 2018
- May 17, 2018

APPROVAL OF MANUAL CHECKS

- May 11, 2018
- May 18, 2018

APPROVAL OF PAYROLL

- May 3, 2018
- May 10, 2018 - Poll Workers

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 6:15 p.m. Pete Dougherty, Sheriff
 - Part-time Special Deputy/Bailiff New Hire - Discussion/Action
 - Insurance Payoff - Discussion/Action
2. 6:25 p.m. Angie Banks, Assessor
 - Signatures for the Certificate of Oaths and for the Real and Personal Property Books - Discussion/Action
3. 6:35 p.m. Doug Pixler and Elaine Bartoldson, Eastern Panhandle Transit Authority
 - EPTA New Route Maps/Schedules - Discussion/Action
 - Discuss funding for MARC Train - Discussion/Action
4. 7:00 p.m. Interviews and appointment to the Jefferson County emergency Services Agency - One unexpired term ending June 30, 2019 - Discussion/Action
5. 7:10 p.m. Michelle Gordon, Finance Director
 - Approval of the Purchase Order and Contract for Tyler Technologies, Inc. - Discussion/Action
 - Ambulance Fee analysis - Continued Discussions - Discussion/Action
 - Review and Approval of the Revisions to the Emergency Ambulance Service Fee Ordinance - Discussion/Action
6. 7:40 p.m. Nathan Cochran, Assistant Prosecuting Attorney
 - Discussion of PSD Dissolution, Appeal/Intervention of the PSC decision, acquisition of PSD assets, and related issues - Discussion/Action - Possible Executive Session
 - Discussion of Jefferson County Civil Action #17-C-282 - Discussion/Action - Possible Executive Session
 - Discussion of EEOC Claim #533-2017-00706 - Discussion/Action - Possible Executive Session

NEW BUSINESS

7. Discuss PSD Audit - Discussion/Action
8. Request Letter of Endorsement - JCLL - Discussion/Action
9. Request Letter of Endorsement - Shepherdstown Fire Department - Discussion/Action

10. **Decision - Proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA17-01. The text amendment, in accordance with WV Code 8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 10 Provisions for Signs. The primary purpose of this amendment is to create provisions to allow electronic signs in Jefferson County. The amendment also includes reorganization of existing text for clarification - Public Hearing Held on May 3, 2018 - Discussion/Action**

COUNTY ADMINISTRATOR REPORTS

- **Discuss a policy regarding fairs and festival sponsored or endorsed by the governing body of the county wherein the fair or festival is to be conducted - Discussion/Action**
- **Discuss next Commission Meet and Greet date and location - Discussion/Action**

COUNTY COMMISSION REPORTS

11. ADJOURN

CORRESPONDENCE/INFORMATION

Correspondence received from Rev. Karen L. Reyes regarding the signage at Bolivar Pentecostal Church.

Press Release regarding Disaster Ready Kids Returns to Jefferson County for the Sixteenth Year.

Notification of Intent to Pursue a Sanitary Sewerage System Extension and Improvement Project received from the City of Charles Town.

Jefferson County Maintenance Department Monthly Report for April, 2018 received.

Impact Fee Status Report for April, 2018 received.

Minutes

Jefferson County Commission

Thursday, May 3, 2018

A meeting of the Jefferson County Commission was held on Thursday, May 3, 2018 during the first quarterly session 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 Josh Compton, Caleb Hudson, Patricia Noland, Peter Onoszko and Jane Tabb. Also present were Jacqueline Shadle, County Clerk; Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; and Jim Eddy, Bailiff. (An audio tape of the Thursday, May 3, 2018 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Hudson led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the April 17, 2018 Lay the Levy Minutes with noted correction. Motion seconded and unanimously approved.

Motion by Ms. Noland to approve the April 19, 2018 Regular Meeting Minutes with noted correction. Motion seconded and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Tabb to approve the Purchase Orders for May 3, 2018 to include Purchase Order No. 52826 in the amount of \$11,500. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
079954	425	BOLAND SERVICES		\$ -	\$ 465.00	\$ 465.00
079955	700	DIV OF JUSTICE & COMMUNT		\$ -	\$ 4,500.00	\$ 4,500.00
079956	440	D & S CONSTRUCTION		\$ -	\$ 2,023.00	\$ 2,023.00
079957	424	J.C.EHRLICH		\$ -	\$ 32.00	\$ 32.00
079957	425	J.C.EHRLICH		\$ -	\$ 675.00	\$ 675.00
079958	428	FEDEX		\$ -	\$ 111.06	\$ 111.06
079958	700	FEDEX		\$ -	\$ 52.49	\$ 52.49
079958	716	FEDEX		\$ -	\$ 16.31	\$ 16.31
079959	412	GREATAMERICA FINANCL SVC		\$ -	\$ 315.64	\$ 315.64
079960	700	GLOBAL RECOVERY SERVICES		\$ -	\$ 31.50	\$ 31.50
079960	700	GLOBAL RECOVERY SERVICES		\$ -	\$ 2,337.28	\$ 2,337.28
079961	425	OX PAPERBOARD CO		\$ -	\$ 35.00	\$ 35.00
079962	712	AISHA HITE		\$ -	\$ 82.50	\$ 82.50
079963	403	JEFFERSON CENTER		\$ -	\$ 100.00	\$ 100.00
079964	424	THE JOURNAL		\$ -	\$ 475.60	\$ 475.60
079965	GRANT	JEFFERSON DAY REPORT CNT		\$ -	\$ 935.30	\$ 935.30
079965	GRANT	JEFFERSON DAY REPORT CNT		\$ -	\$ 12,374.78	\$ 12,374.78
079966	712	ROBERT E. JONES III		\$ -	\$ 1,000.00	\$ 1,000.00
079967	712	LANGUAGE LINE SERVICES		\$ -	\$ 190.46	\$ 190.46
079968	712	MOTOROLA SOLUTIONS, INC		\$ -	\$ 458.00	\$ 458.00
079968	712	MOTOROLA SOLUTIONS, INC		\$ -	\$ 458.00	\$ 458.00
079969	P/R DED	JASON MICKEY		\$ -	\$ 44.61	\$ 44.61
079970	405	COURTNEY S. MOORE		\$ -	\$ 20.71	\$ 20.71
079970	405	COURTNEY S. MOORE		\$ -	\$ 62.13	\$ 62.13
079971	ALLOC	JEFF CO PARKS &		\$ -	\$ 2,500.00	\$ 2,500.00
079972	717	RICE TIRES CO		\$ -	\$ 508.72	\$ 508.72
079973	704	WV REGIONAL JAIL &		\$ -	\$ 151,989.00	\$ 151,989.00
079974	406	W.B. MASON CO. INC		\$ -	\$ 36.32	\$ 36.32
079975	GRANT	MARGARET R.SMITH- WALKER		\$ -	\$ 3,000.00	\$ 3,000.00
079976	712	JUILANNE WIEGAND		\$ -	\$ 82.50	\$ 82.50
TOTAL					\$ 184,912.91	\$ 184,912.91

Motion by Ms. Tabb to approve the Accounts Payable for April 26, 2018 in the amount of \$184,912.91. Motion seconded and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
079979	712	AT&T/GA		\$ -	\$ 156.22	\$ 156.22
079980	ALLOC	AHA/ART&HUMANITIES ALLNC		\$ -	\$ 1,128.56	\$ 1,128.56
079981	425	BONDED APPLICATORS OF MD		\$ -	\$ 3,250.00	\$ 3,250.00
079982	P/R DED	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
079983	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
079984	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 119.54	\$ 119.54
079985	P/R DED	RUSSELL BURGESS		\$ -	\$ 3,789.35	\$ 3,789.35
079986	413	CASTO & HARRIS INC		\$ -	\$ 807.68	\$ 807.68
079986	413	CASTO & HARRIS INC		\$ -	\$ 55.53	\$ 55.53
079987	425	OLD CHARLES TOWN LIBRARY		\$ -	\$ 1,500.00	\$ 1,500.00
079988	P/R DED	CHARLES TOWN GNRL HOSPTA		\$ -	\$ 252.56	\$ 252.56
079989	P/R DED	DELTA DENTAL OF WV		\$ -	\$ 6,337.28	\$ 6,337.28
079990	717	GUTTMAN OIL CO		\$ -	\$ 3,408.59	\$ 3,408.59
079990	717	GUTTMAN OIL CO		\$ -	\$ 3,357.07	\$ 3,357.07
079990	717	GUTTMAN OIL CO		\$ -	\$ 4,002.88	\$ 4,002.88
079990	717	GUTTMAN OIL CO		\$ -	\$ 4,304.76	\$ 4,304.76
079991	P/R DED	THE HARTFORD		\$ -	\$ 3,917.54	\$ 3,917.54
079992	P/R DED	THE HARTFORD		\$ -	\$ 2,381.25	\$ 2,381.25
079993	ALLOC	JEFFERSON COUNTY HISTORI		\$ -	\$ 1,671.12	\$ 1,671.12
079994	GRANT	JEFFERSON DAY REPORT CNT		\$ -	\$ 1,293.50	\$ 1,293.50
079995	P/R DED	JEFFERSON SECURITY BANK		\$ -	\$ 5,225.00	\$ 5,225.00
079996	P/R DED	LYNDSEY W. MATSCHAT		\$ -	\$ 54.99	\$ 54.99

079997	P/R DED	HIGHMARK WV		\$ -	\$ 188,096.81	\$ 188,096.81
079998	P/R DED	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 543.86	\$ 543.86
079999	P/R DED	MILLENIUUM INSURANCE GROU		\$ -	\$ 750.00	\$ 750.00
080000	401	NAT'L ASSN OF COUNTIES		\$ -	\$ 965.00	\$ 965.00
080001	P/R DED	NATIONWIDE RETIREMENT		\$ -	\$ 849.00	\$ 849.00
080002	P/R DED	NATIONAL VISION ADMIN.		\$ -	\$ 1,752.68	\$ 1,752.68
080003	ALLOC	JEFF CO PARKS &		\$ -	\$ 25,414.35	\$ 25,414.35
080004	403	LAURA STORM		\$ -	\$ 188.58	\$ 188.58
080004	403	LAURA STORM		\$ -	\$ 30.00	\$ 30.00
080005	P/R DED	RETIREE HLTH BENEFIT TRS		\$ -	\$ 6,126.00	\$ 6,126.00
080006	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 46,054.46	\$ 46,054.46
080006	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 10,770.82	\$ 10,770.82
080006	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 34,685.09	\$ 34,685.09
080007	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 6,188.58	\$ 6,188.58
080007	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 8,736.80	\$ 8,736.80
080008	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 2,230.00	\$ 2,230.00
080008	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 215.00	\$ 215.00
080009	P/R DED	TRAVIS STELY		\$ -	\$ 2,250.56	\$ 2,250.56
080010	425	CAPITAL TRISTATE		\$ -	\$ 7.48	\$ 7.48
080010	425	CAPITAL TRISTATE		\$ -	\$ 249.34	\$ 249.34
080010	425	CAPITAL TRISTATE		\$ -	\$ 443.55	\$ 443.55
080011	700	LARRY THOMPSON		\$ -	\$ 11.61	\$ 11.61
080012	ALLOC	JEFFERSON CO CONVENTION		\$ -	\$ 28,214.03	\$ 28,214.03
080013	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 10,941.36	\$ 10,941.36
080013	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 26,745.40	\$ 26,745.40
080013	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 2,796.37	\$ 2,796.37
080013	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 5,126.70	\$ 5,126.70
080014	402	XEROX CORPORATION		\$ -	\$ 376.31	\$ 376.31
080014	402	XEROX CORPORATION		\$ -	\$ 320.57	\$ 320.57
080014	402	XEROX CORPORATION		\$ -	\$ 456.73	\$ 456.73

TOTALS				\$ 459,061.85	\$ 459,061.85
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Motion by Ms. Tabb to approve the Accounts Payable for May 3, 2018 in the amount of \$459,061.85. Motion seconded and unanimously approved.

MANUAL CHECKS

COAL SEVERANCE			
OO2			
Date	Check #	VENDOR	Amount
4/27/2018	457	EASTRIDGE HEALTH SYSTEM	\$ 1,400.00
ASSESSOR VALUATION			
O56			
Date	Check #	VENDOR	Amount
04/27/18	678	MILLER'S SUPPLIES AT WORK	\$ 185.31
4/27/2018	679	BLUE MOUNTAIN INC	\$ 14,800.00
4/27/2018	680	MONROE SYSTEM FOR BUSINESS	\$ 574.00
TOTAL			\$ 16,959.31

Motion by Ms. Tabb to approve the Manual Checks for April 27, 2018 in the amount of \$16,959.31. Motion seconded and unanimously approved.

MANUAL CHECK						
COAL SEVERANCE						
OO2						
Date	Check #	VENDOR				Amount
5/4/2018	458	LEWIS CO. CIRCUIT CLERK				\$ 50.67

Motion by Mr. Compton to approve the Manual Checks for May 4, 2018 in the amount of \$50.67. Motion seconded and unanimously approved.

PAYROLL APPROVAL

Motion by Ms. Noland to approve the Payroll for April 19, 2018 in the amount of \$252,369.31. Motion seconded and unanimously approved.

PUBLIC COMMENT

David Tabb, resident – spoke about his multiple issues with the County Commission.

Danny Lutz, resident – questioned an apparent \$2 million dollar budget differential between what the Commission had posted online and what the State had on record for Jefferson County.

Eleanor Finn, resident – provided comments regarding her concerns over illuminated and electronic signage in the County.

Annette Gavin, Director, JCCVB – urged the Commission to consider how the commercial ambulance fee increase may have a negative impact on the tourism and hospitality industries in the County.

PRESENTATIONS

1. Angie Banks, Assessor

a. Requested approval of the following Exoneration:

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Charles Frye	PP	Ranson Corp	313812	\$233.64

- **Motion by Mr. Compton to approve the Exoneration for Ticket No. 313812 as presented. Motion seconded and unanimously approved.**

2. Susan McFadden, Vice President Kabletown CEOS Club, Member of County CEOS Council – requested proclamation for CEOS week, May 20 – May 26, 2018 in Jefferson County
 - **Motion by Ms. Tabb to proclaim the week of May 20 – May 26, 2018 as CEOS Week in Jefferson County. Motion seconded and unanimously approved.**
3. Jess Chambers and Damien Hinck, Hollywood Casino – requested letter of endorsement for a floor plan extension for a beer garden to be held in conjunction with the September BBQ competition.
 - **Motion by Ms. Noland to approve and sign a letter of endorsement to the WVABCA for Hollywood Casino’s floor plan extension to allow a beer garden during the September BBQ competition. Motion seconded and unanimously approved.**
4. The Commission recessed for break at 10:30 am.
The Commission reconvened at 10:45 am.
5. Charles F. Printz, Jr., Esquire – requested an annexation without an election - Corporation of Shepherdstown
 - **Motion by Ms. Tabb to approve the proposed Order Approving and Confirming the Annexation to the Corporation of Shepherdstown of Three Contiguous Parcels of Real Estate Containing 8.726 Acres in the Aggregate and Identified as Parcels 43, 43.1, and 43.2 on Tax Map 8, all of which are presently located in Shepherdstown District, Jefferson County, West Virginia, owned by George Kalathas, as provided by West Virginia Code § 8-6-3 and 8-6-4 (Annexation without Election.) Motion seconded and unanimously approved.**
6. **Roger Goodwin, Chief County Engineer**
 - a. Smith Mountain View Estates (JCPC File No. 02-06) 15’ Easement Plat for Lot 4 – Surveyor’s Invoice Payment
 - **Motion by Ms. Noland to pay the invoice (Job Number MVE) dated February 20, 2018, from Peter H. Lorenzen, Professional Surveyor, in the amount of \$400.00 from the bond escrow account for the Smith Mountain View Estates Subdivision. Motion seconded and unanimously approved.**

b. Approval to advertise for bids – Bardane Industrial Park Waste Water Treatment Plant – Lagoon Decommissioning & Sinkhole Remediation Project

- **Motion by Ms. Noland to approve issuing a Request for Bids for the purpose of hiring a contractor to complete the work required under the Bardane Industrial Park – Waste Water Treatment Plant Lagoon Decommissioning and Sinkhole Mitigation Project. Motion seconded and unanimously approved.**

7. Todd Fagan, GIS/Addressing Office – requested approval of Credit Card Merchant Processing Proposal for Land Development Applications

- **Motion by Mr. Onoszko to approve the Elavon proposal to provide merchant processing services for the Engineering, Planning, and Zoning Department, including the purchase of software and credit card terminals. Motion seconded and unanimously approved.**

8. **Nathan Cochran, Assistant Prosecuting Attorney**

- Discussion of PSD Dissolution, Appeal/Intervention of the PSC decision, acquisition of PSD assets, and related issues

-Discussion of Jefferson County Civil Action #17-C-282

- Discussion of Fire Suppression Contract for 911 Center

- **Motion by Mr. Compton to enter into Executive Session to receive legal advice. Motion seconded and unanimously approved.**
- **Motion by Mr. Onoszko to come out of Executive Session. Motion seconded and unanimously approved.**

FINANCE DIRECTOR REPORTS

- Review Highmark Medical Insurance Renewal Options and Selection of Plan for FY2019
 - **Motion by Mr. Onoszko to accept WV Highmark Medical Insurance Renewal Option #1 as presented. Motion seconded and unanimously approved.**
- Review Delta Dental Renewal for FY2019

- **Motion by Ms. Noland to accept the Delta Dental renewal plan for FY19 as presented. Motion seconded and unanimously approved.**
- Review and approval of WVCORP Insurance Renewal for FY2019
 - **Motion by Mr. Onoszko to accept the WVCorp Insurance Renewal for FY19. Motion seconded and unanimously approved.**
- Decision - Amendments to the Jefferson County Emergency Ambulance Service Fee Ordinance with regards to the Commercial Fee rate structure - it was the consensus of the Commission to postpone a decision on this item and discuss it further during the May 17, 2018 regularly scheduled Commission meeting.

COUNTY ADMINISTRATOR REPORTS

- Road Summit Priorities – Ms. Grove stated the Road Summit would take place on June 14, 2018. Representatives from the WVDOH would arrive at approximately 9:30 am, and together with the Commission would travel the County in transportation provided by the EPTA to view problem areas and discuss priorities. The morning session will be followed with a working lunch and a discussion on the MARC train issue later in the day. Ms. Grove asked the Commissioners to contact her via e-mail regarding their priorities for the summit, though the short list includes Rt.340 and a second exit out of Shannondale.
 - Primary Election Canvass – Ms. Grove informed the Commission the primary election canvass would take place on Monday, May 14 at 9:30 am in the small courtroom in the Jefferson County Courthouse.
9. Public Hearing - Proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA17-01. The text amendment, in accordance with WV Code 8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 10 Provisions for Signs. The primary purpose of this amendment is to create provisions to allow electronic signs in Jefferson County. The amendment also includes reorganization of existing text for clarification.

Ms. Beaulieu gave an explanation of the amendment, and Mr. Compton opened the floor for public comment. Comments were made by the following:

Charlotte Bennet, resident – spoke on behalf of the Leetown United Methodist Church in favor of illuminated/animated signage as it's helpful to draw visitors and volunteers to the church.

There being no further comment, Mr. Compton stated the record would remain open for two weeks to allow time for written comment, with a final decision to be made during the May 17, 2018 regularly scheduled County Commission meeting.

10. The Commission meeting was adjourned at 1:47 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

JOSHUA COMPTON, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

PURCHASE ORDERS TO BE APPROVED

May 17, 2018

DEPARTMENT	P.O. NUMBER	AMOUNT	VENDOR	DESCRIPTION
COMMISSION	52831	\$ 207,050.00	Tyler Technologies	MUNIS ERP Solution (Financial System)
GRAND TOTAL		\$ 207,050.00		



THE COUNTY COMMISSION OF JEFFERSON COUNTY

Charles Town West Virginia 25414

REQUISITION

No. **52831**

VENDOR

DELIVER TO

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Jefferson County Commission
124 E Washington St
Charles Town, WV 25414
Attn: Russ Burgess &
Michelle Gordon

QUANTITY	DESCRIPTION - BUDGET LINE - ITEM NUMBER	PRICE	UNIT	AMOUNT
1	Sales Quote Approved on 4-19-2018 by majority vote of the Commission. MUNIS ERP Solution (Self Hosted) Financials, Human Resources, Payroll, Accounts receivable, Reporting tools, Quote includes License fees, implementation Cost, Data conversion & Year One Maintenance. Funded by CIO Fund. <u>JC 1804ER</u> 246-982-04-459-000-CP-000			\$207,050.00

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 ITEM(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.

Michelle Gordon 5-10-2018
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	\$ 387,291.49		\$ 387,291.49
6.2% Tax Payable OASDI	23,027.23		\$ 23,027.23
1.45% Tax Payable HI	5,385.41		\$ 5,385.41
Fed Withholding	34,685.09		\$ 34,685.09
WV State Withholding	16,481.01		\$ 16,481.01
PERS Retirement Deduct 4.5%	10,941.36		\$ 10,941.36
PERS Retirement Deduct 6%	2,796.37		\$ 2,796.37
Hosp. Pre-Tax	13,415.50		\$ 13,415.50
Cancer/ICU Pre-Taxed	908.12		\$ 908.12
Cancer/ICU Not Pre-Taxed	1,045.47		\$ 1,045.47
Optional Life Not Pre-Taxed	1,958.26		\$ 1,958.26
Christmas Club	5,225.00		\$ 5,225.00
Wage Attach #1	1,427.35		\$ 1,427.35
Wage Attach #3	0.00		\$ -
DSRS Retirement Deduct 8.5%	6,188.58		\$ 6,188.58
457 - Nationwide	849.00		\$ 849.00
457I - Empower	2,230.00		\$ 2,230.00
457R - Roth	215.00		\$ 215.00
MD State Tax	581.22		\$ 581.22
D/VF	1,560.85		\$ 1,560.85
VA. State Tax	118.67		\$ 118.67
COLONIAL(PLUS)	102.55		\$ 102.55
Total Deductions	\$ 129,142.04	\$ -	\$ 129,142.04
Net Wages Total	\$ 258,149.45	\$ -	\$ 258,149.45
Payroll Date	3-May-2018		

File

Pollworkers

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 47,635.00		\$ 47,635.00
	\$ -		
6.2% Tax Payable OASDI	\$ -		\$ -
1.45% Tax Payable HI	\$ -		\$ -
Fed Withholding	\$ -		\$ -
WV State Withholding	\$ -		\$ -
PERS Retirement Deduct 4.5%	\$ -		\$ -
PERS Retirement Deduct 6%	\$ -		\$ -
Hosp. Pre-Tax	\$ -		\$ -
Cancer/ICU Pre-Taxed	\$ -		\$ -
Cancer/ICU Not Pre-Taxed	\$ -		\$ -
Optional Life Not Pre-Taxed	\$ -		\$ -
Christmas Club	\$ -		\$ -
Wage Attach #1	\$ -		\$ -
Wage Attach #3	\$ -		\$ -
DSRS Retirement Deduct 8.5%	\$ -		\$ -
457 - Nationwide	\$ -		\$ -
457I - Empower	\$ -		\$ -
457R - Roth	\$ -		\$ -
MD State Tax	\$ -		\$ -
D/VF	\$ -		\$ -
VA. State Tax	\$ -		\$ -
COLONIAL(PLUS)	\$ -		\$ -
Total Deductions	\$ -	\$ -	\$ -
Net Wages Total	\$ 47,635.00	\$ -	\$ 47,635.00
Payroll Date	10-May-2018		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Peter Dougherty (represented by Chief Jones)

Department or Organization: **JCSO**

Estimation of amount of time needed for appointment: 10 min

Date Requested – 1st Choice: **Next Meeting**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Part-time Special Deputy/Bailiff New Hire
Insurance Payoff

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

I am seeking favorable consideration in the hire of Jesse Jones as a part-time Special Deputy/Bailiff.

One of the vehicles in the JCSO fleet was totaled as the result of a citizen hitting it (our vehicle was parked at the time). Their insurance is offering a gross settlement of \$5,112.62. I am requesting that this amount be added to 700-03-343 Auto Supplies.

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 hire of Jesse Jones as a part-time Special Deputy/Bailiff.

I move to approve the addition of monies received from the insurance settlement offer to the Sheriff's budget under line item 700-03-343.

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: Angie Banks, Assessor

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

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 17, 2018**

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*):

 Need County Commission signatures on the Certificate of Oaths and for the Real and Personal Property Books

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

Is this a funding request? Y/N [Click here to enter text.](#)

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

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

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

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

Is equipment needed? Projector Y/N [Click here to enter text.](#) Internet/Wi Fi Y/N [Click here to enter text.](#)

Telephone for conference call Y/N [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Doug Pixler/ Elaine Bartoldson

Department or Organization: **Eastern Panhandel Transit Authority**

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

Date Requested – 1st Choice: **May¹⁷ 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): EPTA New Route Maps/Schedules and MARC Train

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elaine Bartoldson & Doug Pixler

Department or Organization: **Eastern Panhandle Transit Authority**

Estimation of amount of time needed for appointment: 20 Minutes

Date Requested – 1st Choice: ¹⁷ **May 8, 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Discussion and possible action for assistance in supporting the continuing operation of the MARC train.

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

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

If so, how much? \$30,000 to \$50,000

Provide exact financial impact/request:

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

Move to approve funding to support continued operation of the MARC train.

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: Nic Diehl

Email address: Nic@jdca.net

Phone Number: 304-728-3255

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **May 17, 2018**

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 Jefferson County Emergency Services Agency – one unexpired term ending June 30, 2018 – Discussion/Action**

2019

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, February 1, 2018 or as soon thereafter as the Commission may decide:

Jefferson County Emergency Services Agency Board - one unexpired term for Citizen Representative, ending June 30, 2019.

Per the Ordinance to Dissolve and Reconstitute the Jefferson County Emergency Services Agency: Section 3 - Joint Emergency Services Board

(f) No citizen member of the Board may provide fire service or emergency ambulance service in Jefferson County. Nor may any member of the Board have any immediate family member who provides fire service or emergency ambulance service in Jefferson County.

(g) No member of the Board, nor their immediate family member, shall have any interest in any firm, partnership, corporation or association engaged in the business of providing ambulance or fire service, nor in the manufacture, sale or lease of ambulance or fire equipment or facilities. For purposes of this ordinance, immediate family member shall mean a spouse or other person with whom a member is living as husband and wife and any child or children, grandchild or grandchildren and parent or parents.

(h) Employees of the Agency are not eligible to serve as members of the Board.

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 p.m. the Monday prior to the proposed date of appointment.

Additional information regarding these appointments may be obtained by calling the Commission Office at (304) 728-3284.

May 9, 2018

Jefferson County Commission

I am writing to express my interest in the open position on the ESA Board. It has been of great interest to me over the past five or so years, as I followed their struggle with growing pains and transitioning to a hybrid career agency, while operating within the bounds of budget constraints.

Public safety is of utmost importance and our seven volunteer departments have a long record of community service to be proud of. I have come before previous commissions to advocate for their funding in past years.

By regularly attending ESA meetings for approximately a year and a half I became very familiar with the issues that come before the ESA board. And I also either know or I am at least aware of all of those on the board. So I feel I would be an excellent candidate to fill this vacant position on the ESA board.

Thank you for the opportunity to serve our community in this important role.

Sincerely,

Ramona Wesling

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: **May 17, 2018**

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 the Purchase Order and Contract for Tyler Technologies, Inc.
- Ambulance Fee Analysis –Continued Discussions
- Review and Approval of the Revisions to the Emergency Ambulance Service Fee Ordinance

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

Ambulance Fee Analysis & Ordinance: A public hearing was held on April 10, 2018 and comments were reviewed on May 3, 2018. Review additional analysis based on comments received regarding the proposed changes to the Emergency Ambulance Service Fee Ordinance. Approval of the Emergency Ambulance Service Fee Ordinance as amended on May 17, 2018 during the public hearing.

Is this a funding request? Y/N **No**

If so, how much? \$ **NA**

Provide exact financial impact/request:

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

- Motion to approve the Emergency Ambulance Service Fee Ordinance as amended on May 17, 2018 with an effective date of July 1, 2018.
- Move to approve the Tyler Technologies, Inc. purchase order and contract for \$207,050 for the purchase of the MUNIS ERP Financial System with funding from the Capital Outlay Fund.

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



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

Josh Compton

VICE PRESIDENT

Caleb Wayne Hudson

COMMISSIONER

Patricia A. Noland

COMMISSIONER

Peter Onoszko

COMMISSIONER

Jane Tabb

DATE: May 10, 2018
TO: Honorable Commissioners
Jefferson County, West Virginia
FROM: Michelle Gordon, Finance Director
RE: Ambulance Fee Rate Analysis

The analysis of calls for service presented on 9/21/2017 indicated that 75% (3,238 in 2016) of all calls (4,329 total in 2016) are for residential properties. The County's assessable base is made up primarily of residential properties at 94.9% (20,812 of 21,931 in 2014). All property types experienced repeat calls to certain addresses. In 2016, only 9.6% of residential properties (2,007 addresses) had calls for service out of 20,812, and 29.0% of non-residential properties (325 addresses) had calls for service out of 1,119. Certain property types experienced higher repeat calls than others. In 2016, outliers for service calls were identified as: non-owner occupied residential properties averaged 12 calls per year of the addresses serviced; calls to the race track totaled 173; hotels, food service and grocery stores averaged 10-12 calls per address; and large department stores averaged 30 calls for service. See below for the Outlier Analysis tables:

<u>Property Type</u>	<u>Avg/Yr</u>	<u>Total Calls</u>	<u>% of Type</u>	
Residential		3,238		
Owner Occupied			58.9%	
Non-owner Occupied	2.1		41.1%	100.0%
Non-Residential				
Commercial-Othr		538	15.6%	
Race Track	173.0		18.7%	
Hotel/Motel	4.9		6.4%	
Shopping Center	14.0		17.5%	
Health Care	20.1	282	30.5%	
Education	43.0	106	4.5%	
Shepherd	63.0		6.8%	
Other		165	<u>Excluded</u>	100.0%
		<u>4,329</u>		

During FY19 budget discussions, certain decisions were made by majority vote of the Commission that independently affect the rate calculation. Those majority vote considerations are as follows:

- No increase in the residential owner occupied rate of \$35.
- An increase in the non-owner occupied rate will be made to ensure that residential revenue makes up approximately 75% of 'total billing revenue'.
- The proposed grade scale realignment was approved at a cost of \$136,000 to be paid for solely by ambulance fee revenue.
- The General Fund contribution amount should be kept flat at \$2,100,000; and,

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Slusher McDonald

- The General Fund contribution amount was subsequently decreased during FY19 budget balancing by \$63,000 to \$2,037,000. The \$63,000 was approved to be paid for solely by ambulance fee revenue that would result from: 1) The non-residential rate restructure; and 2) The inclusion of properties formerly exempted by ordinance only from payment of the Emergency Service Ambulance Fee.

Once the final majority vote decision on May 3, 2018 was made to increase in the non-owner occupied rate to ensure that residential revenue makes up approximately 75% of 'total billing revenue', the rate structure was reanalyzed. Based on that change, I recommend that the rate for non-owner occupied residential properties increase from \$35 per unit to \$45 per unit. Additionally, the non-residential fee per 100 square feet should be adjusted as follows:

Category	Original	Revised	Final	Diff
	Rate/100SF	Rate/100SF	Rate/100SF	
Regular Rate	\$ 2.992	\$ 2.842	\$ 1.942	-31.7%
Casino (75%)	\$ 2.244	\$ 2.132	\$ 1.457	-31.6%
Warehouse (40%)	\$ 1.197	\$ 1.137	\$ 0.777	-31.7%
Empty >18mos (25%)	\$ 0.748	\$ 0.711	\$ 0.486	-31.7%

Below is the estimated revenue and average bill by property type:

Residential	FY18				FY19 Estimate					
	Units	Rate	Billings	% of Tot	Units	Rate	Revenue	% of Tot		
Residential Owner Occ	18,759	\$ 35.00	\$ 656,565		14,459	\$ 35.00	\$ 506,065	64%		
Residential Non-Owner Homestead	3,975	\$ 20.00	\$ 79,500		4,500	\$ 45.00	\$ 202,500	26%		
					3,975	\$ 20.00	\$ 79,500	10%		
Total Billings Res	22,734		\$ 736,065	92%	22,934		\$ 788,065	75%		
Non-Residential	Units	Rate	Billings	% of Tot	Parcels	Total SF	Rate	Revenue	% of Tot	Avg Bill
Regular Rate					790	9,006,620	\$1.942/100sf	\$ 174,909	64.9%	\$ 221
Casino Rate					1	2,401,881	\$1.457/100sf	35,000	13.0%	\$ 35,000
Warehouse Rate					170	3,121,723	\$0.777/100sf	24,300	9.0%	\$ 143
No SF Available					10		\$ 150.00	1,500	0.6%	\$ 150
Min Fee of \$85	775	\$ 85.00	\$ 65,875		400	1,265,213	\$ 85.00	34,000	12.6%	\$ 85
Total Billings Non-Res	775		\$ 65,875	8%	1,371	15,795,437		\$ 269,709	25%	
Subtotal Revenue			\$ 801,940					\$ 1,057,774		
Uncollectible Accounts			(93,772)					(88,126)		
Total			\$ 708,168					\$ 969,648		

NOTE: If the Casino is billed at the normal rate, their fee would increase approximately \$10,000 annually, and the average bill for all other non-residential properties would decrease by about \$10.

In addition to the estimated average bill per non-residential property of \$221, I've estimated the potential bill for several businesses as follows:

Potential Payments based on 2014 sf estimates	SF	FY19 SF Fee	FY19 Fee w/Min
Home Depot	105,936	\$ 2,057.28	\$ 2,057.28
Asbury United Methodist Church	9,300	\$ 180.61	\$ 180.61
Boys & Girls Club	3,360	\$ 65.25	\$ 85.00
Jefferson Sec Bank (Wash St Downtown)	11,032	\$ 214.24	\$ 214.24
APU	174,531	\$ 3,389.39	\$ 3,389.39

Potential Payments <i>based on 2014 sf estimates</i>	SF	FY19 SF Fee	FY19 Fee w/Min
Kohls	88,697	\$ 1,722.50	\$ 1,722.50
Dunkin Donuts	4,192	\$ 81.41	\$ 85.00
Panera	4,980	\$ 96.71	\$ 96.71
Weiss	95,073	\$ 1,846.32	\$ 1,846.32
Strip with Walmart	207,341	\$ 4,026.56	\$ 4,026.56
APU	19,512	\$ 378.92	\$ 378.92
McDonalds	3,983	\$ 77.35	\$ 85.00
Chick-Fil-A	4,348	\$ 84.44	\$ 85.00
Strip with Martins	132,839	\$ 2,579.73	\$ 2,579.73
Autozone	7,680	\$ 149.15	\$ 149.15
Payless/Mattress Strip	5,733	\$ 111.33	\$ 111.33
Elle's Niche	11,900	\$ 231.10	\$ 231.10
Thompson & Pardo	1,650	\$ 32.04	\$ 85.00
The Village Shop	3,608	\$ 70.07	\$ 85.00
The Village Shop	1,760	\$ 34.18	\$ 85.00
Bavarian Inn	60,194	\$ 1,168.97	\$ 1,168.97
Clarion - Shepherdstown	159,072	\$ 3,089.18	\$ 3,089.18
St James Catholic Church	60,240	\$ 1,169.86	\$ 1,169.86
Maria's Taqueria	7,560	\$ 146.82	\$ 146.82
Taco Bell (<i>Similar Size for Mom & Pop</i>)	2,438	\$ 47.35	\$ 85.00
Board of Education (TOTAL All Parcels)	1,037,238	\$ 20,143.16	\$ 20,143.16
<i>A separate school would have a similar size to Home Depot, Kohls or Martins:</i>			
<i>BOE Sep Parcel for TA Lowery Elem</i>	69,354	\$ 1,346.85	\$ 1,346.85
<i>BOE Sep Parcel for Hale Jr High</i>	81,281	\$ 1,578.48	\$ 1,578.48
Casino Projections			
Casino Reg Rate	2,401,881	\$ 46,644.53	\$ 46,644.53
Casino Rate	2,401,881	\$ 34,995.41	\$ 34,995.41
Impact of 3 tiers on a Warehouse/ Unoccupied Building:			
Cold Storage RD (Winch Cold Stor) w/Reg Rate	221,530	\$ 4,302.11	\$ 4,302.11
Cold Storage RD (Winch Cold Stor) Warehouse	221,530	\$ 1,721.29	\$ 1,721.29
Cold Storage RD (Winch Cold Stor) if Vacant	221,530	\$ 1,075.53	\$ 1,075.53
Jefferson Mini Storage w/Reg Rate	32,478	\$ 630.72	\$ 630.72
Jefferson Mini Storage Warehouse	32,478	\$ 252.35	\$ 252.35
Jefferson Mini Storage if Vacant	32,478	\$ 157.68	\$ 157.68

**JEFFERSON COUNTY, WEST VIRGINIA
EMERGENCY AMBULANCE SERVICE FEE ORDINANCE**

Amendment Effective July 1, 2018

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SECTION 1 – LEGISLATIVE AUTHORITY

This Ordinance concerns the imposition and collection of a special emergency ambulance service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

SECTION 2 – PURPOSE

This Ordinance is enacted by the Jefferson County Commission for the purpose of providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to maintain an adequate emergency ambulance system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency ambulance system is necessary to promote the health and welfare of the citizens of Jefferson County. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

SECTION 3 – DEFINITIONS

ACCESSORY STRUCTURE. Any separate structure associated with a residential unit such as a garage, storage shed, workshop or otherwise located on the same parcel shall be included as part of the residential unit and not subject to a separate fee so long as it is not actually used as a residential or non-residential unit. If a dispute arises with regard to whether or not a structure qualifies as accessory structure not subject to a separate fee, the burden is upon the owner to demonstrate that the structure is not a commercial or residential unit.

RESIDENTIAL PROPERTY. Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, and rental units.

Commented [MG1]: This definition name is listed twice, see page 2. The first one should be property, the 2nd is unit.

Commented [MG2]: Included on page 2 for residential unit definition.

AGRICULTURAL BUILDING. Means structures which directly contribute to the operation of a farm and shall include any processing plant, milking parlor, farm equipment storage building, barn, silo, grain storage building, swinery, and temporary quarters furnished to farm employees without rent to assist in performance of employment duties as part of the terms of their employment. Agricultural buildings shall be exempt from any fee assessed under this Ordinance. However, the agricultural exemption does not apply to any ordinary residential unit located on a farm, such units shall be subject to the standard residential unit fee. In addition, any structure which conducts a retail commercial enterprise open to the general public, including but not limited to a distillery, butcher shop, winery, bed and breakfast, buildings used in the course business for animal racing, or retail nursery, shall be subject to the standard non-residential, warehouse or casino fee even if located on a farm. The warehousing, processing, drying, storage, distribution and marketing of agricultural products for the wholesale marketplace when those activities are conducted in conjunction with, but are secondary to, husbandry or production conducted on the farm shall be exempt from the fee. If a dispute arises with regard to whether or not a structure qualifies as an exempt agricultural building, the burden is upon the owner to demonstrate that the structure contributes to the operation of a farm and is not a commercial or residential unit.

Jefferson County, West Virginia
Emergency Ambulance Service Fee Ordinance
Amendment Effective July 1, 2018

NON-RESIDENTIAL PROPERTY. Means commercial business, industrial activity or non-residential activity conducted for a profit or non-profit, and any federal, state or local government (except those defined as an "Agricultural", "Casino", and "Warehouse" property herein) including, but not limited to, any store, filling station, hotel, motel, flea market, amusement park, camp ground, institutional living arrangement with centralized services such as nursing homes, assisted living or similar arrangement, a bed and breakfast, an entertainment venue, a club, bar or restaurants, church, school, courthouse, or federal, state, or municipal government building. In the case of commercial activity that occurs outdoors such as a flea market, camp ground or amusement park, such business shall be assessed a fee as a commercial unit unless a permanent structure associated with the use is already subject to a commercial fee at the same location. In the case of a commercial complex with more than one structure, such as a shopping center or business complex, each separate structure shall be included in total square foot calculations.

EMERGENCY AMBULANCE SYSTEM. Any emergency ambulance service provided pursuant to this ordinance.

HOMESTEAD EXEMPTION shall mean an owner-occupied residential unit used exclusively for residential purposes and occupied by the owner or one of the owners who is a citizen of this state and who is sixty-five years of age or older or is permanently and totally disabled as that term may be defined by the Legislature, and which granted by, and recognized in the records of, the Assessor of Jefferson County as exempt from a portion of the ad valorem property taxation of Jefferson County as prescribed by general law. The burden shall be upon the owner claiming the exemption to present proof of same at the time the fee is paid. If sufficient proof is not provided, the owner shall pay the normal fee.

CASINO PROPERTY shall mean any parcel or building that is part of the HOLLYWOOD CASINO AT CHARLES TOWN RACES, including but not limited to the gambling areas, restaurants located within the casino, stables and racing areas; and excluding any hotel or motel which is subject to the regular non-residential property rate. The burden shall be upon the owner claiming the rate reduction to present proof of same at the time the fee is paid. If sufficient proof is not provided, the owner shall pay the normal fee.

WAREHOUSE PROPERTY shall mean any non-residential property that has been classified as a warehouse or industrial property by the Jefferson County Assessor's Office. The burden shall be upon the owner claiming the rate reduction to present proof of same at the time the fee is paid. If sufficient proof is not provided, the owner shall pay the normal fee.

SQUARE-FOOTAGE shall be determined by the Jefferson County Assessor's Office. All structures located on each property shall be included in the total square-footage calculation, including but not limited to warehouses, retail space, storage areas, and accessory structures. If a dispute arises with regard to whether or not a structure qualifies for inclusion in the total square-footage calculation, the burden is upon the owner to demonstrate that the structure is not a casino, non-residential, warehouse, accessory structure or residential unit.

CASINO RATE shall apply any parcel or building as defined in CASINO PROPERTY. The rate per 100 square foot shall be calculated at 75% (seventy-five percent) of the non-residential regular rate per 100 square foot.

WAREHOUSE RATE shall apply any parcel or building as defined in WAREHOUSE PROPERTY. The rate per 100 square foot shall be calculated at 40% (forty percent) of the non-residential regular rate per 100 square foot.

VACANT RATE shall apply to any non-residential, casino, or warehouse property that has been vacant or unused for a period of 18 or more months. The rate per 100 square foot shall be calculated at 25% (twenty-five percent) of the non-residential regular rate per 100 square foot. The burden shall be upon the owner claiming the rate reduction to present proof of same at the time the fee is paid. If sufficient proof is not provided, the owner shall pay the normal fee.

OWNER. Means the person, firm or corporation listed in the Jefferson County land records and/or records of the Assessor of Jefferson County as the owner of the unit or property as of July 1st of a given year.

RESIDENTIAL UNIT. Means any habitable structure intended for residential use, whether occupied or unoccupied, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, condominiums and rental units. In the case of a structure which contains multiple independent addressable dwelling units, such as duplexes and apartments, each addressable unit shall be deemed to be a separate residential unit.

SPECIAL EMERGENCY AMBULANCE SERVICE FEE. Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency ambulance service within Jefferson County.

USER. Means any person, firm or corporation to whom emergency ambulance transport service is made available.

SECTION 4 – RATES

The Emergency Ambulance Service Fee imposed under this Ordinance shall be for emergency ambulance service provided for a Jefferson County Fiscal Year July 1 to June 30.

- **Residential Unit Fee.** The Emergency Ambulance Service Fee established by this Ordinance shall be **thirty five dollars (\$35.00) per owner occupied residential unit, and forty-five dollars (\$45.00) per non-owner occupied residential unit** per Fiscal Year.
- **Other Non-Residential Fees.** The Emergency Ambulance Service Fee for property that is not residential shall be calculated based on total building square footage, and based on one of 5 (five) classifications.

For properties where the Assessor has available building square footage, four (4) rates are applicable. The fee is calculated per 100 square foot of the total building square footage as defined in SQUARE FOOTAGE and is subject to a minimum fee payable of eighty-five dollars (\$85.00) per non-residential unit per fiscal year. All properties with a total square footage less than 5,000 square feet will pay the minimum payable fee of \$85.

Jefferson County, West Virginia
Emergency Ambulance Service Fee Ordinance
Amendment Effective July 1, 2018

For properties with a total square footage of 5,000 sf or greater, the fee is calculated per 100 square foot as follows:

- o CASINO RATE \$~~1,4572.132~~ / 100 sf
- o WAREHOUSE RATE \$~~0,7771.137~~ / 100 sf
- o VACANT >18 MOS \$~~0,4860.711~~ / 100 sf
- o REGULAR RATE FOR ALL OTHER \$~~1,9422.842~~ / 100 sf

For properties where the total building square footage is not available from the Jefferson County Assessor, the flat fee is: \$150.00

Homestead Exemption. All those residents who have been granted a property tax Homestead Exemption by the Assessor in the tax year prior to July 1, 2014, and each year thereafter, shall pay a discounted fee of twenty dollars (\$20.00) on their personal residence.

Responsibility and Due Date. The Fee imposed under this ordinance shall be the responsibility of the record owner of the unit as of July 1st, each year. The Fee assessed and levied under the provisions of the ordinance shall be a personal obligation of the owner of the unit. The Fee shall be due and payable July 1st of each year for taxable units owned as of July 1st for services to be rendered in the fiscal year. On or before, July 31st of each year, a bill shall be mailed to the owner's mailing address on record with the Assessor of Jefferson County.

Late Fee and Dates

- For each service year, *accounts paid on or after October 1 through December 31* the fee shall increase by \$5 for residential properties or by 10% for non-residential properties.
- For *accounts paid on or after January 1 through March 31* of a given service year, the fee shall increase by an additional \$10 for residential properties or by an additional 20% for non-residential properties, whichever is greater.

Collections. Fees delinquent on or after the First day of April the year after they became due and payable shall be forwarded to the County Commission. The County Commission, in its sole discretion, may collect unpaid fees through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same fiscal year the fee was billed. In any suit for collection of delinquent fees, the Commission is authorized to recover its reasonable costs of collection, including court costs, attorney's fees, service costs and statutory interest.

Error Resolution. If any owner believes he or she was erroneously charged an emergency service fee, the County Commission shall provide, upon the owner's request, an exoneration form. The form shall be completed and returned to the County Commission no later than September 30 of the Fiscal Year for which the fee applies. The County Commission staff shall, within a reasonable time, investigate any request for exoneration. The County Commission shall, at its next regular meeting after completion of the investigation, consider each written request for exoneration and staff's recommendation regarding the exoneration request. If good cause for exoneration is found by the County Commission, the Commission shall exonerate or modify the imposed charges, and shall notify the owner in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, the owner requesting exoneration may appeal to the Circuit Court of Jefferson County. The appeal must be filed within 30 days of the Commission decision upon the exoneration. No prior fiscal year fees will be refunded.

SECTION 5 – RATE CHANGES

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event the JCESA determines change in the fee imposed by this ordinance is necessary, it shall, by resolution, request the County Commission consider approving the recommended a change. The JCESA shall submit copies of its current budget, the future budget developed under Section 7 and any other documentation supporting the proposed a change in the fee. The County Commission retains sole discretion in approving, denying or modifying any fee change. Procedures set forth in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

SECTION 6 – EFFECTIVE DATE

The prior Ordinance became effective June 30, 2017 and the Emergency Ambulance Service Fee was originally enacted effective June 30, 2014. This Amended Ordinance shall become effective on July1, 2018. The fee assessed and levied by this ordinance are for services to be rendered from July 1, 2018 to June 30, 2019, and each fiscal year thereafter.

SECTION 7 – USE AND MANAGEMENT OF FEE PROCEEDS

The proceeds from the imposition and collection of the Emergency Ambulance Service Fee shall be deposited in a special fund or specific appropriations shall be exhibited in separate and distinct accounts for the benefit of the JCESA held by the Treasurer of Jefferson County and shall be used only to pay reasonable and necessary expenses actually incurred, including personnel, training, supplies and equipment used in providing emergency ambulance service to residents of Jefferson County. Proceeds not expended in a given Fiscal Year will be maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

SECTION 8 – BUDGET DEVELOPMENT

The Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held no later than the regular December Board of Directors meeting in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the annual budget request to the Jefferson County Commission.

As required by the JCESA Ordinance, JCESA shall prepare a financial statement and budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

SECTION 9 – DATA USED FOR ASSESSMENT OF FEES

Upon completion of the annual budget for the Fund, County Commission shall request the Assessor to provide it with a list of all residential units, non-residential, casino, and warehouse units and square footage within the meaning of this Ordinance within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. In addition, GIS shall provide a list of addressable units within each category to assist in the identification and classification of residential, non-residential, casino, and warehouse units within the county. Each residential, non-residential, casino, and warehouse unit or property shall have an account established in the name of the owner of that unit or property and a bill in the amount of the fee shall be delivered to that property owner by US Postal Service on or after July 31st of the Fiscal Year. The Assessor will further provide monthly updates to County Commission so that the database can be maintained on a current basis.

SECTION 10 – COLLECTION OF DELINQUENT ACCOUNTS

On or before November 30 of each year, letters shall be sent to all unpaid accounts as a status reminder including a notice of late fees and charges and a notice that delinquent accounts will be submitted for collection after March 31st. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

SECTION 11 – INITIAL USE OF FUNDS AND POSITIONS

Funds will initially be allocated to train, hire and equip Fire Fighter/Paramedics and Fire Fighter/EMTs assigned based on response time to maximize limited resources.

SECTION 12 – AMENDMENTS AND SEVERABILITY

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

This Ordinance shall become effective upon July1, 2018.

NOW THEREFORE, THIS ORDINANCE IS ENACTED AND ORDAINED BY MAJORITY VOTE OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA.

Given under my hand and seal this _____ day of _____, 2018.

Josh Compton, President



THE COUNTY COMMISSION OF JEFFERSON COUNTY

Charles Town West Virginia 25414

REQUISITION

No. **52831**

VENDOR

DELIVER TO

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Jefferson County Commission
124 E Washington St
Charles Town, WV 25414
Attn: Russ Burgess &
Michelle Gordon

QUANTITY	DESCRIPTION - BUDGET LINE - ITEM NUMBER	PRICE	UNIT	AMOUNT
1	Sales Quote Approved on 4-19-2018 by majority vote of the Commission. MUNIS ERP Solution (Self Hosted) Financials, Human Resources, Payroll, Accounts receivable, Reporting tools, Quote includes License fees, implementation Cost, Data conversion & Year One Maintenance. Funded by CIO Fund. <u>JC1804ER</u> 246-982-04-459-000-CP-000			\$207,050.00

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 ITEM(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.

Michelle Gordon 5-10-2018
Signature Date

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

Signature

Date



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Jefferson County, West Virginia.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.

- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.



3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third

Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.



- 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do

not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively,



we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO**



EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. **Contract Documents.** This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |

Exhibit D Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Jefferson County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Jefferson County
124 E Washington Street
Charles Town, WV 25414-1072
Attn: _____



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)

days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating





Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services

remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D DocOrigin End User License Agreement



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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY OF SOFTWARE LTD. AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

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- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

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Last Updated: [July 18 2013]

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Nathan Cochran, Assistant Prosecuting Attorney**
Department or Organization:
Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 17, 2018**
If a specific date is needed, please provide reason for specific date:
Date Requested – 2nd Choice:

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

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

1. Discussion of PSD Dissolution, Appeal/Intervention of the PSC decision, acquisition of PSD assets, and related issues. Discussion/Action. Possible Executive Session.
2. Discussion of Jefferson County Civil Action #17-C-282. Discussion/Action. Possible Executive Session.
3. Discussion of EEOC Claim #533-2017-00706. Discussion/Action. Possible Executive Session.

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 17, 2018**

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

Subject (*Wording to be placed on agenda*): **Discuss PSD Audit - Discussion/Action**

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

Is this a funding request? **Y/N** [Click here to enter text.](#)

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

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

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

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

Is equipment needed? **Projector** **Y/N** [Click here to enter text.](#) **Internet/Wi Fi** **Y/N** [Click here to enter text.](#) **Telephone for conference call** **Y/N** [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

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[Click here to enter text.](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Greg Sager / Martha Sager

Department or Organization: **Jefferson County Little League**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 17th 2018**

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

Date Requested – 2nd Choice: We need to be on the May 17th 2018 because our event is June 1st 2018.

Subject (*Wording to be placed on agenda*): **JCLL Letter of Endorsement**

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

JCLL would like to host a fundraiser at the Shepherdstown Volunteer Fire Department on June 1st from 6pm to 10pm. The monies raised from the event will go towards the purchase of a new lawn mower for the facility. We are asking for a Letter of Endorsement from the County Commission to be able to sell alcohol at this event. Thank you for your support.

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 would like to motion that the County Commission approve The Letter of Endorsement for Jefferson County Little League to sell alcohol at our fundraiser being held at the Shepherdstown Volunteer Fire Department on June 1, 2018.

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: Martha Sager

Email address: km406@yahoo.com

Phone Number: 304-279-3487

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Dennis L. Barron

Department or Organization: Shepherdstown Fire Department

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: Thursday May 17, 2018

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

We are applying for a permit for a liquor license and need a letter of sponsorship
Date Requested – 2nd Choice: and our event is June 16 and we are to apply 30 days in advance

Subject (Wording to be placed on agenda): Shepherdstown Fire department's request for letter of support
for a license to sell alcohol

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

We have a steak bonanza fund raiser on June 16 and beer will be provided
as part of the admission ticket.

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 is to approve the granting of "Letter of Sponsorship/Endorsement" for the
Shepherdstown Fire Department to sell beer for their steak bonanza scheduled for June 16

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

If not attached, explain:

I understand that the Commissioners are aware of this law.

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

Contact information: Dennis L. Barron

Email address: dbarron@jsb.bank

Phone Number: H- 304-876-6686 C- 304-283-1290

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 17, 2018**

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*): **Decision - Proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA17-01. The text amendment, in accordance with WV Code 8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 10 Provisions for Signs. The primary purpose of this amendment is to create provisions to allow electronic signs in Jefferson County. The amendment also includes reorganization of existing text for clarification - Public Hearing Held on May 3, 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** [Click here to enter text.](#)

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

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

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

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

Is equipment needed? **Projector** **Y/N** [Click here to enter text.](#) **Internet/Wi Fi** **Y/N** [Click here to enter text.](#)

Telephone for conference call **Y/N** [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

NOTICE OF PUBLIC HEARING
Thursday, May 3, 2018 at 1:30 PM

The Jefferson County Commission has scheduled a Public Hearing on the proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA17-01. The text amendment, in accordance with WV Code 8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 10 Provisions for Signs. The primary purpose of this amendment is to create provisions to allow electronic signs in Jefferson County. The amendment also includes reorganization of existing text for clarification.

Oral or written comments can be provided at the hearing, **1:30 PM Thursday, May 3, 2018** in the Charles Town Library meeting room at 200 E. Washington St., at the side entrance on Samuel St. You may also submit written comments to info@jeffersoncountywv.org or to PO Box 250, Charles Town, WV 25414.

A copy of the proposed text amendment is available at the Office of Planning & Zoning and on the County's website at: www.jeffersoncountywv.org. If you have any questions, please call the Office of Planning & Zoning at 304-728-3228.

By Order of the Jefferson County Commission
Josh Compton, President



JEFFERSON COUNTY, WEST VIRGINIA

Office of Planning and Zoning

116 East Washington Street, 2nd Floor

P.O. Box 716

Charles Town, WV25414

www.jeffersoncountywv.org

Email: planningdepartment@jeffersoncountywv.org
zoning@jeffersoncountywv.org

Phone: (304) 728-3228

Fax: (304) 728-8126

MEMO

TO: County Commission

FROM: Alexandra Beaulieu, Zoning Administrator

DATE: 04-19-18

RE: ZTA17-01, Electronic Signs

The draft text amendment ZTA17-01 proposes reorganizing existing sign regulations and adding provisions to allow for electronic signs in Jefferson County.

- The **blue text** indicates existing text which is proposed to be deleted.
- The **green text** indicates existing text which is proposed to be relocated.
- The **red text** indicates new text.
- The black text is current text, no changes proposed.

The Planning Commission requested that as part of the memo to the County Commission, attention be drawn to the fact that the brightness level is proposed to be higher during the day so as to allow for visibility during daytime hours. The brightness level is proposed to be reduced significantly after sunset so as to not be a nuisance during nighttime hours and because visibility is greater when there is no sunlight.

Bed and Breakfast ²³	A single-family dwelling where lodging is offered for compensation, having no more than seven (7) bedrooms for this purpose, and meeting the requirements for such a use in Article 8 of this Ordinance.
Bicycle Parking Space ²⁷	A volume of space that can accommodate locked storage of one (1) bicycle at a bicycle rack, i.e. a fixture to which one or more bicycles can be securely locked.
Billboard	A structure on which is portrayed information which directs attention to a business commodity, service or entertainment not necessarily related to the other uses permitted on the premises upon which the structure is located. (See Sign, Outdoor Advertising)
Blue Ridge Line ¹¹	The common surveyed boundary between Jefferson County, West Virginia and Loudoun County, Virginia.
Board ^{17, 21}	The Jefferson County Board of Zoning Appeals.
Boarding or Rooming House ²⁴	A building other than a Hotel, Motel, Bed and Breakfast, Residential Care Home, Group Residential Home, Group Residential Facility, or Country Inn where lodging is provided for compensation for more than 6 unrelated persons. Meals may or may not be served but are not provided to outside guests. There is one common kitchen facility.
Brewer	Any person manufacturing craft beer from malt and hops by infusion, boiling, and fermentation for sale at wholesale to any licensed distributor.
Brewpub	An establishment owned by a resident brewer in which craft beer is manufactured and sold on premises in accordance with WV State Code licensing requirements. A brewpub may include the incidental sale of food.
Broadcast Tower ²²	A structure situated on a lot that is intended for transmitting television or AM/FM radio signals.
Buffer ⁵	An area on a property defined by a distance from the property line or other specifically designed line such as flood plain, wetland limit or stream bank. Said area is intended to absorb, lessen or neutralize the impacts of one land use from another. The nature of the buffer will depend on the impact(s) being neutralized.
Building	Any structure which is permanently affixed to the land and has one or more floors and a roof. The term building shall include manufactured homes.
Building Line	The line established by law beyond which a building shall not extend as determined by front, side and rear yards, herein.
Building Maintenance Services ²⁷	An establishment primarily engaged in the provision of maintenance and custodial services to firms rather than individuals. Typical uses include janitorial, landscape maintenance, or window cleaning services.
Building Materials and Supplies ²⁷	An establishment which sells goods relating to construction which require a large floor area such as lumber, appliances, electrical supplies and plumbing supplies.

	in this Ordinance. This land use does not include Hunting, Shooting, Archery and Fishing Clubs and general hunting.
Shopping Center ^{7, 27, 32}	A group of retail and/or other commercial establishments that is planned, constructed, and managed as a total entity on a single lot with common parking facilities that uses or leases separate areas of space to retail or service oriented businesses.
Shrub, Evergreen	A low growing, usually several stemmed, woody plant which has foliage that remains green and functional through more than one growing season.
Sign	Any object, device display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.
Sign, Animated	A sign with action or motion, flashing lights, or color change requiring electrical energy, electronic, or manufactured sources of supply, but not including wind actuated elements such as flags, banners, or pennants.
<u>Sign, Billboard</u>	<u>A structure on which is portrayed information which directs attention to a business commodity, service or entertainment not necessarily related to the other uses permitted on the premises upon which the structure is located. (See Sign, Outdoor Advertising)</u>
Sign, <u>Attached</u> Business	A sign <u>attached to a building/structure</u> which directs attention to a business or profession or to a commodity, service, or entertainment sold or offered upon the premises where the sign is located.
<u>Sign, Electronic</u>	<u>A sign utilizing lights that change to form a static sign message or graphic wherein the sequence of messages and rate of change is electronically programmed.</u>
Sign, Freestanding <u>Business</u>	A sign supported by a permanent structure, other than a building, that is affixed to the earth and placed on the same parcel of land on which the business <u>commodity, or service, or entertainment</u> advertised by the sign is located.
<u>Sign, Inflatable</u>	<u>Any display capable of being expanded by air or other gas and used on a temporary or permanent basis to advertise a product or event.</u>
Sign, <u>Off-Premises</u> <u>Outdoor Advertising</u>	A sign structure which directs attention to a business, commodity, service, or entertainment not necessarily conducted, sold, or offered upon the premises where such sign is located. This term shall include billboards.
<u>Sign, Pylon</u>	<u>A sign which advertises more than one land use on the premises where the sign is located.</u>
Sign, Vehicle ²³	A sign or advertising device which is painted, mounted, affixed or otherwise attached to a vehicle or trailer, which is used for the purpose

	of providing advertisements of products and services or directing people to a business or service or other activity on or off the premises or public right-of-way where such vehicle sign is located. This does not include identification signs on vehicles which are moved regularly and used in the normal, day-to-day operation of the business.
Soil Value	A relative numeric value assigned to soil groups based on the group's potential for agricultural production.
Species, Rare or Endangered	Any species listed with the West Virginia Department of Natural Resources Heritage Program Species List or by the U.S. Department of the Interior, Department of Fish and Wildlife Management.
Specified Anatomical Area ¹⁵	As used herein specified anatomical areas means and includes any of the following: <ul style="list-style-type: none"> A. Less than completely and opaquely covered human genitals, public region, buttocks, anus, or female breasts below a point immediately above the top of the areola; or B. Human male genitals in a discernibly turgid state, even if completely or opaquely covered.
Specified Sexual Activities ¹⁵	As herein, specific sexual activities means and includes any of the following: <ul style="list-style-type: none"> A. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; B. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; Masturbation, actual or simulated; or C. Excretory functions, when such activities are a part of or in connection with any of the activities set forth in the following definitions: Adult Use; Adult Arcade; Adult Bookstore; Adult Cabaret; Adult Mini Motion Picture; Adult Sauna; Adult Theater; Massage Parlor; Sexual Encounter Establishment; and, Sexual Paraphernalia Store.
Staff ^{17, 21, 23, 31}	Personnel employed in the Department of Engineering, Planning, and Zoning.
Standard Details ^{7, 23}	Minimum acceptable details approved by the County Engineer for use in preliminary plats, site plans, and related improvement plans. Said approval does not relieve the subdivider, the design consultant, or the builder of the responsibility for structural adequacy and sound construction.
Storage, Commercial ²⁷	An enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for storage of their household goods or personal property.
Street ²³	(See Road)

Section 6.2 Variances³²

The Board of Zoning Appeals shall consider requests for variances from the terms of the Ordinance.²³

- A. The Board shall approve a variance request if the Board finds that a variance:
 - 1. Will not adversely affect the public health, safety or welfare, or the rights of adjacent property owners or residents;
 - 2. Arises from special conditions or attributes which pertain to the property for which a variance is sought and which were not created by the person seeking the variance;
 - 3. Would eliminate an unnecessary hardship and permit a reasonable use of the land; and
 - 4. Will allow the intent of the Zoning and Land Development Ordinance to be observed and substantial justice done.^{17, 21}
- B. The owner or authorized representative of the owner of the property which is the subject of a variance request shall complete and sign forms provided for this purpose by the Board, and shall pay the associated fees. The variance request shall be filed with the Board in the Office of Planning and Zoning.
- C. Notification for a variance must be conducted according to the requirements of Section 6.1B.
- D. A public hearing must be conducted according to the requirements of Section 6.1C and such hearing may be continued according to the requirements of Section 6.1D.

Section 6.3 Conditional Use Permit³²

The Board of Zoning Appeals shall have the authority over the issuance or denial of a conditional use permit for uses listed as “Conditional Uses (CU)” in each zoning district. The Board shall have the authority to impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed conditional use permit.^{2, 32}

- A. The Board shall consider each Conditional Use Permit request that is filed in accordance with this Ordinance and the procedural requirements of the Board of Zoning Appeals. The Board may require reasonable conditions or special requirements which allows for the proper integration of the proposed uses into the community and are directly related to and incidental to the proposed conditional use permit. The following General Standards shall be considered in approving or denying the CUP:
 - 1. The proposed use is compatible with the goals of the adopted Comprehensive Plan.
 - 2. The proposed use is compatible in intensity and scale with the existing and potential land uses on the adjoining and confronting properties, and poses no threat to public health, safety and welfare.
 - 3. The proposed site development shall be such that the use will not hinder nor discourage the appropriate development and use of adjacent land and buildings.
 - 4. Neighborhood character and surrounding property values shall be safeguarded by requiring implementation of the landscaping buffer requirements found in Appendix B and Section 4.11 of this Ordinance.
 - 5. Commercial and Industrial Uses shall be in conformance with Section 8.9 of this Ordinance.
 - 6. For properties in the Rural zoning district, roadway adequacy shall be assessed by the Comprehensive Plan’s Highway Road Classification Map. If a rural parcel is not shown as

commercial on the Future Land Use Guide or does not front on a Principal Arterial, Minor Arterial, or Major Collector road (as identified in the Comprehensive Plan), the applicant shall submit trip generation data, including Average Daily and Peak Hour trips, for the BZA to review in conjunction with the Highway Problem Areas Map when determining roadway adequacy for the proposed use.

7. For Historic Sites, the Historic Landmarks Commission, with the property owner's consent, may visit the property to review the proposed land development plan and use for sites designated as Category I or II. The Historic Landmarks Commission may make reasonable recommendation to the Board of Zoning Appeals on the suitability of a proposed multi-family dwelling or non-residential use for the building seeking a Conditional Use Permit. The Historic Landmarks Commission's recommendations may include the following findings:³⁵
 - a. Compatibility of the proposed use with the historic structure;
 - b. Any modifications to the building's façade is consistent and compatible with the building's architecture, style, and massing; and
 - c. Proposed parking and other activities are suitably located so as to preserve the historic character.

The Board of Zoning Appeals may consider these findings and if determined appropriate, may require compliance with some or all of the Historic Landmarks Commission's recommendations as a condition of approval.

8. Any signs associated with the proposed Conditional Use shall be reviewed by the Board in accordance with Section 10.6.
 - B. The owner or authorized representative of the owner of the property for which the Conditional Use Permit is being requested shall complete and sign forms provided for this purpose by the Board, and shall pay the associated fees. The Conditional Use Permit request shall be filed with the Board at the Office of Planning and Zoning.
 - C. Staff will notify the adjacent and confronting property owners of the date, time, and location of the Public Hearing by registered mail. Notification for a Conditional Use Permit must be conducted according to the requirements of Section 6.1B.
 - D. A public hearing must be conducted according to the requirements of Section 6.1C and such hearing may be continued according to the requirements of Section 6.1D.
 - E. If there are no negative public comments received by the Board, the Board shall issue the Conditional Use Permit but may require reasonable conditions.

Section 6.4 Seasonal Uses^{5, 7, 32}

Seasonal uses must be approved by the Board of Zoning Appeals pursuant to a public hearing according to the requirements of Section 6.1C. Newspaper notification requirements of Section 6.1B apply. Seasonal uses cannot be approved for longer than one year at a time.^{17, 21, 23}

Section 6.5 Special Exception Permit Uses^{26, 32}

- A. Special Exception uses listed in this section may be approved by the Board of Zoning Appeals following subject to a public hearing in accordance with the following:
 1. The public hearing is subject to the notification requirements of Section 6.1B.
 - ~~1.2.~~ The public hearing shall be conducted according to the requirements of Section 6.1C.
 - ~~2.3.~~ Such hearing may be continued according to the requirements of Section 6.1D.

~~3.4 The public hearing is subject to the notification requirements of Section 6.1B.~~

B. The following signs ~~uses~~ may be approved as a Special Exception:

1. Off-Premises Signs per Section 10.5A ~~outdoor advertising signs including billboards.~~

2. Billboard Signs per Section 10.5B

3. Electronic Signs per Section 10.5C

The Board of Zoning Appeals shall determine if such a sign conforms to existing State law and does not have a negative effect on the neighborhood or intent of this Ordinance.^{17, 21}

ARTICLE 7: RESERVED ³²

ARTICLE 10: PROVISIONS FOR SIGNS

Section 10.1 Purpose of Sign Provisions

The purpose of this section is to regulate all exterior signs and interior signs placed for exterior observance so as to protect property values and the character of the County. Any sign placed on land or on a building for the purposes of identification or for advertising a use conducted therein or thereon shall be deemed to be accessory and incidental to such land, building or use.

~~It is intended that the placement of a particular sign will be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertisement. It is also intended that in areas proposed for new development, that signs placed will be harmonious in color, form and proportions to its surroundings.~~

Section 10.2 General Provisions

It is intended that the placement of a particular sign will be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertisement. It is also intended that in areas proposed for new development, that signs placed will be harmonious in color, form and proportions to its surroundings.

- A. No sign shall be erected, hung, or placed in any district except as provided in this Ordinance.
- A.B. No sign erected before the enactment of this Ordinance shall be structurally altered or moved except in accordance with this Ordinance.
- ~~B.C. No zoning permit shall be required for the repainting or repairing of a sign.~~
- ~~C.D. No signs, other than subdivision signs approved by the Planning Commission, shall be located in the right-of-way of any road or on any slope or drainage easement for such road or within any stormwater, drainage, or utility easement.^{2, 17, 21, 23}~~
- ~~D.E. No sign shall be permitted which ~~is an imitation of~~ or which resembles an official traffic control device, railroad sign or signal, or which hides from view or interferes with the effectiveness of an official traffic control device or any railroad sign, signal, or traffic sight lines. ~~Illuminated signs shall be so constructed as to avoid glare or reflection of any portion of an adjacent highway or residential building.~~~~
- E.F. No sign which implies the need or requirement of stopping or this existence of danger shall be displayed.
- F.G. No sign shall be placed on rocks, trees, or on poles maintained by public utilities.
- G.H. No sign shall be permitted which becomes unsafe or endangers the safety of the building, premises, or persons and unless maintained in a good general condition.
- H.I. No sign shall be permitted which contains statements, words or pictures of an obscene, indecent, or immoral character.
- J. Illuminated signs shall be so constructed as to avoid glare or reflection of any portion of an adjacent highway or residential building.
- K. ~~No a~~Animated signs, as defined by Section 2.2, are ~~prohibited~~allowed.
- L. Inflatable signs, as defined by Section 2.2, are prohibited. Residential, seasonal lawn decorations are exempt from this provision.
- M. Vehicle signs, as defined by Section 2.2, are prohibited per Section 4.4J.

Section 10.3 Signs Permitted ~~Signs Without A Zoning Certificate~~ Permit

- ~~A.~~ A. No zoning permit shall be required for the ~~r~~Repainting or repairing of a sign.
- ~~A.B.~~ B. Signs posted upon property relating to private parking or warning the public against trespassing or against dangers of animals.
- ~~B.C.~~ C. ~~Municipal, County, State and Federal signs, including necessary traffic signs.~~
- ~~C.D.~~ D. ~~Historical markers, monuments, or signs erected by a public authority.~~
- ~~D.E.~~ E. Plates on residential structures or premises giving the name or address of the occupant, mailboxes, paper tubes, and ~~similar uses~~ signs customarily associated with residential uses.
- ~~E.F.~~ F. A sign ~~indicating advertising the name and/or premises or accessory use of a home for an approved home occupation or cottage industry professional purpose,~~ not exceeding the maximum size for such a sign as permitted in Article 4A of this Ordinance.
- G. A sign not exceeding 25 square feet and no more than six feet in height on a farm, advertising farm activities and/or products primarily grown on the premises.
- ~~H.~~ H. ~~Municipal, County, State and Federal signs, including necessary traffic signs.~~
- ~~F.I.~~ I. ~~Historical markers, monuments, or signs erected by a public authority.~~
- ~~G.J.~~ J. Directional or informational signs of a public or quasi-public nature, such as those containing the meeting date of a community or civic club, or the advertising of a public event.

K. Temporary Signage

The temporary sign must be located on the property for which the advertisement is related. One temporary sign is permitted per street frontage. Temporary signs shall not be located within a public right-of-way. All temporary signs shall be removed 30 days after the event.

1. A sign not exceeding 20 square feet and no more than six feet in height that advertises:
 - ~~a) A temporary r~~ a) Real estate information sign designating the zoning classification of the parcel, not exceeding 20 square feet and being located on the subject property for sale or lease.
 - b) Services rendered by a contractor and/or professional person.
 - c) A short-term or limited-time sale.
2. A sign not exceeding 100 square feet that announces an upcoming subdivision or commercial site. Sign shall not interfere with traffic visibility.
3. A sign that advertises a Seasonal Use approved by the Board of Zoning Appeals.
4. Election signs are permitted if erected no more than 90 days before the election and removed within 15 days of announced results. Signs shall not interfere with traffic visibility.

~~H.L.~~ L. ~~Building contractors', subdivision and/or professional person' temporary signs on buildings or land under construction but not to exceed 100 square feet.~~

~~I.~~ M. ~~Election signs, provided that unsuccessful candidate shall remove signs within 15 days after a primary or special election. All signs shall be removed within 15 days after the general election. Signs shall not interfere with traffic visibility.~~

~~J.M.~~ M. ~~All temporary signs shall be removed 30 days after the event, unless otherwise specified in Article 10.~~

Section 10.4 Signs Requiring a Zoning ~~Certificate~~ Permit

~~Business and outdoor advertising signs in all zoning districts shall require a Zoning Certificate before placement on any property or building.² Sign types are defined in Section 2.2.~~

- ~~A. Business and outdoor advertising signs in all zoning districts shall require a Zoning Certificate before placement on any property or building.²~~

B. Attached Business Signs

- ~~1. Any exterior sign or signs pertaining to the use conducted on the premises, and which is either integral with or attached to the principal building, shall have a sum The total area of the sign shall be no more than two square feet for each foot in length of the frontage of the building.~~
- ~~2. Attached business signs shall not No sign shall be attached to the side of the building that faces an adjoining residence.^{32, 35}~~
- ~~3. In addition to the provisions herein, electronic signs shall conform to the criteria outlined in Section 10.7.~~

C. Freestanding Business Signs

~~Freestanding business signs related to the subject land use are permitted, provided: Individual business or industrial establishments may erect a freestanding business sign, provided~~

- ~~1. The lot frontage is at least 40 feet.~~
- ~~2. The One freestanding sign per street frontage is permitted. The total area for any sign or signs on one supporting structure shall not exceed 100 square feet and the maximum total height of the sign structure shall not exceed 35 feet.~~
- ~~3. Freestanding business signs shall be located in such a manner that no part of the supporting structure is less than 25 feet from the street right-of-way, and that no part of the sign is closer than five feet to the right-of-way. The total area for any sign or signs on one supporting structure shall not exceed 300 square feet and the total height of the sign structure shall not exceed 35 feet. Businesses or industries having a frontage on more than one street may have an additional freestanding sign for each street frontage, provided that the total area for all freestanding signs does not exceed 600 square feet.~~
- ~~4. Freestanding business signs Where the lot adjoins a residence and a freestanding sign is on the side of the business lot adjoining the residential lot, the sign shall not face an adjacent the adjoining residence.~~
- ~~5. Properties which consist of Structures which have more than one land use shall be required to use a pylon sign. One pylon sign is permitted on each street frontage.^{8, 32, 35}~~
- ~~6. In addition to the provisions herein, electronic signs shall conform to the criteria outlined in Section 10.7.~~

~~B.D. All outdoor advertising signs shall be spaced in such a manner that in an Industrial District there shall be a minimum of 300 feet between signs, and in the Rural District, where permitted, such signs shall be located in such a manner that there shall be 1,000 feet between signs. This shall be subject to Section 10.4E.~~

~~C.E. All signs accessory to a land use subject to the approval of a Conditional Use Permit shall be proposed within the Conditional Use Permit application and assessed by the Board of Zoning Appeals at the required Public Hearing. Such signs shall be maintained at least 1,000~~

~~feet between signs. Consideration of the placement of such signs with less than 1,000-foot intervals shall be determined by the Commercial or Residential Uses adjacent to the subject site. Commercial uses adjacent to the subject site may allow spacing intervals of 300 feet. Any deviation from the standards in Section 10.4 shall require consideration and approval by the Board of Zoning Appeals as part of the Conditional Use Permit application in accordance with Section 6.3.~~^{17, 21, 23, 22, 25}

~~D.F. No outdoor advertising sign shall be placed closer than 300 feet to an intersection on a dual or proposed dual highway or within 100 feet of any other intersection; provided, however, that such signs may be affixed to or located adjacent to a building at such intersections in such a manner as not to materially cause any greater obstruction of vision than caused by the building itself. No business sign shall be so located to obstruct the vision of traffic using entrance ways, driveways, or any public road intersection.~~

~~E.G. All outdoor advertising, excluding billboards subject to Section 10.4H, shall comply with front yard setback provisions in the districts in which they are permitted.~~

~~F.H. Billboards~~

- ~~1. No billboard shall be closer to any public highway right of way than 300 feet.~~
- ~~2. Placement of a billboard must be in a location that is within 800 feet of an existing business.~~
- ~~3. There shall be a minimum of 1000 feet between billboards.~~
- ~~4. A billboard shall be no closer than 500 feet from a church, school, or cemetery.~~

Section 10.5 Signs Requiring a Special Exception PermitZoning Certificate²

~~All Zoning Certificate applications for signs may be approved by the Zoning Administrator if in conformance with the regulations.~~^{17, 21, 23}

~~The following signs shall require processing a Special Exception Permit before the Board of Zoning Appeals pursuant to Section 6.5. Any deviation from the provisions of this section shall require consideration and approval by the Board as part of the Special Exception application.~~

A. Off-Premises Signs

~~Signs approved by the Board shall adhere to the following:~~

- ~~1. Off-Premises Signs shall not exceed 60 square feet and shall be no more than 25 feet in height.~~
- ~~2. When located in the commercial/industrial zoning districts, All outdoor advertising signs shall be spaced in such a manner that in an Industrial District there shall be a minimum of 300 feet between signs.~~
- ~~3. When located, and in the Rural/residential zoning Districts, where permitted, such signs shall be located in such a manner that there shall be 1,000 feet between signs. This shall be subject to Section 10.4E.~~
- ~~4. Off-Premises Signs shall comply with front yard setback provisions in the districts in which they are permitted.~~
- ~~5. Off-Premises Signs shall not be located~~ ~~No outdoor advertising sign shall be placed closer than 300 feet to an intersection on a dual or proposed dual highway or within 100 feet of any other intersection; provided, however, that such signs may be affixed to or located adjacent to a building at such intersections in such a manner as not to materially cause any greater obstruction of vision than caused by the building itself. No business sign shall be~~

so located to obstruct the vision of traffic using entrance ways, driveways, or any public road intersection.

6. In addition to the provisions herein, electronic signs shall also conform to the criteria outlined in Section 10.7.

B. Billboard Signs

Signs approved by the Board shall adhere to the following:

1. No billboard sign face shall exceed a total of 300 square feet in surface area including trim, nor shall it contain more than one message per sign face.
2. No billboard shall exceed 35 feet in height.
- 2.3. No billboard shall be closer to any public highway right-of-way than 300 feet.
- 3.4. Placement of a billboard must be in a location that is within 800 feet of an existing business.
- 4.5. There shall be a minimum of 1,000 feet between billboards.
- 5.6. A billboard shall be no closer than 500 feet from a church, school, or cemetery.
7. In addition to the provisions herein, electronic signs shall conform to the criteria outlined in Section 10.7.

C. Electronic Signs

Electronic Signs located in the Rural, Residential Growth, and Village zoning districts shall require a Special Exception Permit unless included as part of a Conditional Use Permit application per Section 10.6. Electronic Signs shall conform to the criteria outlined in Section 10.7.

Section 10.6 Conditional Use Permit (CUP) Signs

All signs accessory to a land use subject to the approval of a Conditional Use Permit shall be proposed within the Conditional Use Permit application and assessed by the Board of Zoning Appeals at the required Public Hearing. Such signs shall be maintained at least 1,000 feet between signs. Consideration of the placement of such signs with less than 1,000 foot intervals shall be determined by the Commercial or Residential Uses adjacent to the subject site. Commercial uses adjacent to the subject site may allow spacing intervals of 300 feet. Any deviation from the standards in Section 10.4 shall require consideration and approval by the Board of Zoning Appeals as part of the Conditional Use Permit application in accordance with Section 6.3.^{2, 17, 21, 22, 32, 35}

Signs associated with a Conditional Use Permit application shall be assessed by the Board of Zoning Appeals as part of the CUP process per Section 6.3. Any deviation from the provisions of this section shall require consideration and approval by the Board as part of the CUP application. Signs approved by the Board shall adhere to the following:

- A. There shall be a minimum of 300 feet between signs when located in the commercial/industrial zoning districts.
- B. There shall be a minimum of 1,000 feet between signs when located in the rural/residential zoning districts; however, a minimum of 300 feet between signs may be permitted provided the adjacent land use is a commercial/industrial land use.
- C. Signs shall comply with the front yard setback provisions in the districts in which they are permitted.

D. In addition to the provisions herein, electronic signs accessory to a CUP application shall conform to the criteria outlined in Section 10.7.

Section 10.7 Electronic Signs

Electronic Signs are permitted in any commercial and/or industrial district. Electronic Signs located in the Rural, Residential Growth, and Village zoning districts shall process as a Special Exception before the Board of Zoning Appeals per Section 6.5. Any electronic sign accessory to a Conditional Use Permit application shall comply with Section 10.6 and the criteria outlined in this section. When permitted, Electronic Signs shall conform to the following criteria:

- A. The message or image shall be static, displayed for a minimum of 15 seconds and shall not be animated by scrolling, flashing, or other similar non-static displays.
- B. The message or image change shall occur simultaneously for the entire electronic sign face without any special effects. The time to complete the change from one message to the next is a maximum of one second.
- C. Electronic signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if a malfunction occurs.
- D. An electronic sign may not be animated, play video or audio messages, or blink in any manner.
- E. Electronic signs shall not exceed a maximum illumination of 3,000 nits during daylight hours and a maximum of 100 nits for the time period between ½ hour before sunset and ½ hour after sunrise as measured from the sign's face at maximum brightness.
 - 1. The applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed the levels specified above, and the intensity level is protected from end-user manipulation by password protected software or other appropriate methods.
 - 2. The change from 3,000 nits to 100 nits shall be controlled by an automatic dimmer control system.
- F. There shall be only one electronic sign on each parcel of land. Off-premises electronic signs shall be subject to Section 10.5A.
 - 1. Community announcements, emergency alerts, weather, and time related messages are generally permitted and shall not be considered an off-premises sign.
- G. Electronic Signs shall not be located within 300 feet of a traffic light.
- H. Electronic signs shall not be located within 200 feet of the property line of a parcel with a residential structure. This setback does not apply to mixed-use buildings or residential structures located on the same parcel as a commercial development.
- I. Electronic signs proposed to locate adjacent to a lot in the Rural, Residential Growth, or Village zoning districts, or adjacent to residential structures in any zoning district, shall be oriented perpendicular to residential frontages. Electronic signs shall not be parallel to any residential structures in any zoning district.
- J. Electronic signs adjacent to lots in the Rural, Residential Growth, and Village zoning districts shall automatically shut-off by 10:00 p.m. and shall not turn on until 6:00 a.m.

Electronic signs shall be FCC certified as required by Federal Law. A valid copy of the FCC Manufacturers Testing Certificate shall be submitted to the Office of Planning and Zoning as part of the Zoning Certificate application.



AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name: **Stephanie Grove, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 17, 2018**

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

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

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

- **Discuss a policy regarding fair or festival must be sponsored or endorsed by the governing body of the county wherein the fair or festival is to be conducted - Discussion/Action**
- **Discuss date and time for the next Meet and Greet – Discussion/Action**

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

Is this a funding request? **Y/N** [Click here to enter text.](#)

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

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

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

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

Is equipment needed? **Projector** **Y/N** [Click here to enter text.](#) **Internet/Wi Fi** **Y/N** [Click here to enter text.](#)

Telephone for conference call **Y/N** [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

RECEIVED

MAY 10 2018

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

May 10, 2018

Re: Signage at Bolivar Pentecostal Church

To whom this may concern,

I have attended Bolivar Pentecostal church for approx. 25 years. The church has done an excellent job in keeping up with the times, while trying to balance the beauty and history of the Bolivar/Harpers Ferry area. We have had the same sign for a little more than 30 years and believe that the condition of the sign at present sends the impression that the church, as well as, the surrounding area is not up-and-coming but stuck in a past era. A new sign would help make the area much more relevant and fit in with the improvements that we as a church and the town of Bolivar have made over the past few years. I feel that there could even be an increase in real estate values due to the improvement, not only for the church but the adjoining properties to . We would implore you to not only think of BPC as part of history but part of a brighter future, as we work together to make our area one of the best places to visit in West Virginia.

Thank you for taking the time to read my thoughts,

Rev. Karen L. Reyes
304-671-5185



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

Brandon C. Vallee
Public Information Officer
Office: 304-724-8914
Mobile: 304-279-8135
E-mail: bvallee@jeffersoncountywv.org

FOR IMMEDIATE RELEASE: May 3, 2018

Disaster Ready Kids Returns to Jefferson County for the Sixteenth Year

Jefferson County Homeland Security and Emergency Management (JCHSEM) is once again sponsoring the Disaster Ready Kids Program for the summer of 2018. The Disaster Ready Kids program started in 2002 and has assisted in preparing hundreds of children and families to be more prepared in the event of a disaster.

Each year JCHSEM staff and volunteers go to local schools, day care centers, camps, scout troops, and other youth groups to give presentations on emergency preparedness to encourage everyone to start thinking about emergencies in a positive and interactive way. These presentations are tailored to the age of the participants and may include reading children's disaster preparedness books, showing DVDs, working on activities, teaching pet preparedness, or teaching children how to help their family to prepare a disaster supply kit. After the presentations, JCHSEM provides each participant with useful, lifesaving information on how they can take steps to prepare their friends, family, and community before a disaster occurs. There is no cost to participate in this program.

The JCHSEM Disaster Ready Kids program has access to over 75 books and DVDs designed for all age groups, and continues to add to them yearly. Topics which can be covered include winter storms, lightning, flooding, hurricanes, tornadoes, power outages, emergency preparedness kits, children in disasters, pets in disasters, and more.

This year we are excited to be using the "Mimi Mouse Learns to Prepare for Emergencies" DVD and accompanying materials. The Mimi Mouse program is designed for 4-7 year olds and provides general tips for parents on how to talk about emergencies, teaches children what an emergency kit is and how to build one, informs children about who to contact during an emergency, and how to review and practice for the family's emergency plan.

We are scheduling for the 2018 summer season from May 1 until September 30, 2018. If you have questions about the program, would like to register for the program, or would like to volunteer, please contact Brandon Vallee at 304-724-8914 or email to bvallee@jeffersoncountywv.org as soon as possible.

###

CITY OF CHARLES TOWN

Notification of Intent to Pursue a Sanitary Sewerage System Extension and Improvement Project

In accordance with the requirements of W. VA. CODE § 24-2-11, the purpose of this notice is to advise the current customers of the sanitary sewerage systems of the City of Charles Town (the “City”) and the City of Ranson that the City of Charles Town intends to pursue a sanitary sewerage system extension and improvement project that is not in the ordinary course of business.

Upon consummation of the acquisition of the sanitary sewerage system of the City of Ranson (the “Ranson Sewer System”) by the City as approved by the Public Service Commission of West Virginia by Commission Order dated February 7, 2018, in Case No.: 17-1534-S-PC, the City, through the Charles Town Utility Board, plans to undertake the design, acquisition, construction and equipping of certain extensions, additions, betterments and improvements to the sanitary sewerage portion of the City’s Combined Waterworks and Sewerage System, as more fully described herein as the project.

The project consists of design, acquisition, construction and equipping of two (2) pump stations, approximately 16,700 linear feet of sanitary sewer force main and approximately 9,240 linear feet of gravity sanitary sewer main, and all necessary appurtenances (collectively, the “Project”). The Project will extend sanitary sewerage service to the ROXUL, USA, Inc. development to be located at the Jefferson Orchards site in the vicinity of the Bardane Exit on West Virginia State Route 9. The Project will also serve the Burr Business and Industrial Park, Shenandoah Junction and other connections in the Northern Route 9 region, as feasible.

No increase in the current sanitary sewerage rates charged to the customers of the City of Charles Town or the customers of the City of Ranson is required or contemplated as a result of the Project.

The ordinance authorizing the Project was approved on first reading by the City’s Common Council on April 2, 2018. A public hearing on the Project before, and the second reading of the ordinance by, the City’s Common Council is scheduled for May 21, 2018 at 7:00 p.m. Any person interested may appear before the Common Council of the City of Charles Town at City Hall, 101 East Washington Street, Charles Town, West Virginia, at the public hearing on May 21, 2018 and present comments regarding the Project.

The County Commission of Jefferson County
Department of Maintenance
128 Industrial Blvd.
Kearneysville, WV 25430
304-728-3355 • 304-728-3376 (f)
William Polk, Director
bpolk@jeffersoncountywv.org

Jefferson County Maintenance Department
Monthly Report
April 2018

Completed Work Orders:

There were 21 business days in April 2018. The Maintenance Department completed the following work orders for April 2018. Work orders are completed on every task performed by maintenance employees.

Work orders completed for calls for service: 124
Work orders completed for preventive tasks 381
Work orders completed for preventive auto maintenance: 34
Work orders completed for auto mechanic equipment: 8
Work Orders completed for walk-ins for auto mechanic: 23
Total work orders completed for April 2018: 570

Open Work Orders:

The Maintenance Department still has open work orders for April:

Preventive Tasks Work Orders: 104
Call-in Work Orders: 74
Total open work orders for April 2018: 178

On-Call Personnel Call Outs and Overtime:

On-call maintenance staff was called out during off-hours a total of 2 times in April resulting in 4 hours of overtime. Maintenance staff worked a total of 10 hours of overtime in April.

Phone Calls:

Office staff received 573 incoming phone calls for the month of April.

Work by Outside Vendors for Service/Scheduled Maintenance/Inspections:

- KONE Elevators: Performed monthly elevator inspections on April 3, 2018
- KONE Elevators: Service Call at Jail Annex Elevator on April 25, 2018. Door would not open
- Boland: Back up unit at 911 Center
- Trenary: Air Balance Test at 911 Center

Various Tasks or Special Projects:

- Maintenance staff delivered 29 cases of paper and numerous office supplies to various county departments.
- The project at the Visitor's Center is still ongoing.
- Roach Oil reimbursed the County for the cost of the heat exchanger in the Courthouse.
- Interviews were conducted for the Maintenance Mechanic position. The recommendation for employment was approved by the County Commission.
- Maintenance Staff assisted with a groundbreaking ceremony on April 10th in the Bardane Industrial Park.
- Laura Kuhn attended the monthly IT meeting on April 24th.
- Maintenance staff assisted with moving equipment and furniture to set up for early voting.

Impact Fee Status Report

April 2018

Office of Impact Fees

Summary

Date Range: Sunday 1 through Monday 30 April 2018

Report Date: 1 May 2018

Process Number Range: 1800086-1800120

Total Applications: 35

Total Non-Exempt: 35

Of which:

Commercial: 0

Residential: 35

Of which:

County: 21

Municipal: 14

Total Exempt: 0

Of which:

Commercial: 0

Residential: 0

Of which:

County: 0

Municipal: 0

Tables 1 through 7 summarize impact fee processing for April 2018. 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 April 2018	0	0	35	35
Fees collected		\$0.00	\$229,713.00	\$229,713.00
<i>Of which</i>				
School Impact Fee			\$208,405.00	\$208,405.00
Law Enforcement Fee		\$0.00	\$3,528.00	\$3,528.00
Parks & Recreation Fee			\$16,030.00	\$16,030.00
EMS Fee		\$0.00	\$1,750.00	\$1,750.00

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

Description	Amount
Opening Statement Balance (1 April 2018)	\$116,369.74
April Deposits (1 – 30 April 2018)	\$229,713.00
School March Transactions (withdraws via transfer on 10 April 2018)	(\$105,950.77)
Law March Transactions (withdraws via transfer on 10 April 2018)	(\$1,383.99)
Parks & Rec March Transactions (withdraws via transfer on 10 April 2018)	(\$8,141.48)
EMS March Transactions (withdraws via transfer on 10 April 2018)	(\$893.50)
Interest Earned (30 April 2018)	\$60.65
Ending Statement Balance (30 April 2018)	\$229,773.65
<i>Outstanding Credits (deposits through 1 May 2018)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 April 2018)	\$1,592,443.86
March Transactions (deposits via transfer on 10 April 2018)	\$105,950.77
Interest Earned (30 April 2018)	\$684.91
Ending Balance (30 April 2018)	\$1,699,079.54

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

Description	Amount
Opening Balance (1 April 2018)	\$115,482.58
March Transactions (deposits via transfer on 10 April 2018)	\$1,383.99
Interest Earned (30 April 2018)	\$47.84
Ending Balance (30 April 2018)	\$116,914.41

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

Description	Amount
Opening Balance (1 April 2018)	\$193,148.94
March Transactions (deposits via transfer on 10 April 2018)	\$8,141.48
Interest Earned (30 April 2018)	\$81.72
Ending Balance (30 April 2018)	\$201,372.14

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

Description	Amount
Opening Balance (1 April 2018)	\$7,880.54
March Transactions (deposits via transfer on 10 April 2018)	\$893.50
Interest Earned (30 April 2018)	\$3.48
Ending Balance (30 April 2018)	\$8,777.52

Table 7. Total Impact Fees as of 1 May 2018/1

Description	Amount
Office of Impact Fees General Account	\$229,773.65
School Impact Fee Account	\$1,699,079.54
Law Enforcement Fee Account	\$116,914.41
Parks & Recreation Impact Fee Account	\$201,372.14
EMS Impact Fee Account	\$8,777.52
Total Impact Fees	\$2,255,917.26

/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 April 2018 Fee Transfers /1

Account	30 April 2018 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$1,699,079.54	\$208,459.58	\$1,907,539.13
Law Enforcement Fee Account	\$116,914.41	\$3,529.21	\$120,443.62
Parks & Recreation Impact Fee Account	\$201,372.14	\$16,034.25	\$217,406.39
EMS Impact Fee Account	\$8,777.52	\$1,750.61	\$10,528.13
Total Impact Fees	\$2,026,143.61	\$229,773.65	\$2,255,917.27

/1 This table represents each of the impact fee category account totals as of 30 April 2018 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in April 2018 are listed in table 1 of the General Account (3111776); these transactions will be processed in May 2018. 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 Sunday 1 through Monday 30 April 2018

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Exempt Applications											

Category Count: 0

Category Total \$0.00

Non-Exempt Applications

1800086	04/03/2018	Hess	Charles and	09 Shepherdstown	1134	711	7D	12	\$6,423.00	04/03/2018	N/A
1800087	04/03/2018	Phipps	Brad and Tracy	09 Shepherdstown	1175	535	7D	22	\$6,423.00	04/03/2018	N/A
1800088	04/06/2018	Pierson	Susan	04 Harpers Ferry	1155	359	11	12.4	\$6,423.00	04/06/2018	N/A
1800089	04/06/2018	Sigler	Thomas and	03 Charles Town	1179	207	6	74	\$6,255.00	04/06/2018	N/A
1800090	04/10/2018	Parks	Matthew	07 Middleway	1199	435	17	4.3	\$6,423.00	04/10/2018	N/A
1800091	04/10/2018	Dan Ryan		04 Harpers Ferry	1146	541	9D	142	\$6,423.00	04/10/2018	N/A
1800092	04/10/2018	Dan Ryan		04 Harpers Ferry	1146	541	9D	8	\$6,423.00	04/10/2018	N/A
1800093	04/11/2018	Paxson	William	09 Shepherdstown	1034	331	6	10.3	\$6,423.00	04/11/2018	N/A
1800094	04/12/2018	David Lutman	JC 2017	02 Charles Town	1193	204	2	18.9	\$6,423.00	04/12/2018	N/A
1800095	04/12/2018	David Lutman	JC 2017	02 Charles Town	1193	204	2	18.9	\$6,423.00	04/12/2018	N/A
1800096	04/12/2018	David Lutman	JC 2017	02 Charles Town	1193	204	2	18.9	\$6,423.00	04/12/2018	N/A
1800097	04/12/2018	H & H	Timothy Hostler	07 Middleway	1128	423	23	3	\$6,423.00	04/12/2018	N/A
1800098	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	364	\$6,981.00	04/13/2018	N/A
1800099	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	365	\$6,981.00	04/13/2018	N/A
1800100	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	366	\$6,981.00	04/13/2018	N/A
1800101	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	367	\$6,981.00	04/13/2018	N/A
1800102	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	394	\$6,981.00	04/13/2018	N/A
1800103	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	395	\$6,981.00	04/13/2018	N/A
1800104	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	396	\$6,981.00	04/13/2018	N/A
1800105	04/13/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	397	\$6,981.00	04/13/2018	N/A
1800106	04/16/2018	Sharp	Rodney	02 Charles Town	1012	441	19A	43.1	\$6,423.00	04/16/2018	N/A
1800107	04/17/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	392	\$6,981.00	04/17/2018	N/A
1800108	04/17/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	393	\$6,981.00	04/17/2018	N/A

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Non-Exempt Applications											
1800109	04/17/2018	K Hovnanian		08 Ranson Corp	1113	476	8D	11D	\$6,255.00	04/17/2018	N/A
1800110	04/17/2018	K Hovnanian		08 Ranson Corp	1113	476	8D	20E	\$6,255.00	04/17/2018	N/A
1800111	04/17/2018	Porter	Douglas	06 Kabletown	1110	242	23B	23	\$6,423.00	04/17/2018	N/A
1800112	04/19/2018	DR Acquisitions,		04 Harpers Ferry	1129	541	2	124	\$6,423.00	04/19/2018	N/A
1800113	04/19/2018	DR Acquisitions,		04 Harpers Ferry	1129	541	2	126	\$6,423.00	04/19/2018	N/A
1800114	04/19/2018	DR Acquisitions,		04 Harpers Ferry	1129	541	2	146	\$6,423.00	04/19/2018	N/A
1800115	04/19/2018	Shelton	Jason	07 Middleway	1116	154	25	12.5	\$6,423.00	04/19/2018	N/A
1800116	04/20/2018	Brannon	David and	09 Shepherdstown	1124	408	18	6.7	\$6,423.00	04/20/2018	N/A
1800117	04/20/2018	Lutman	David	02 Charles Town	1187	367	21	11	\$6,423.00	04/20/2018	N/A
1800118	04/24/2018	Michael	Stonakers Custom	07 Middleway	1119	359	8	3.47	\$6,423.00	04/24/2018	N/A
1800119	04/25/2018	K Hovnanian		08 Ranson Corp	1113	476	8D	19E	\$6,255.00	04/25/2018	N/A
1800120	04/30/2018	Clarke	Dick and Gail	02 Charles Town	977	296	13A	52	\$6,423.00	04/30/2018	N/A
TOTAL APPLICATIONS: 35									Grand Total	\$229,713.00	

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 *MM*
DATE: Tuesday, 1 May 2018
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 April 2018.

This transfer consists of two components:

- Impact Fee Process Numbers **1800086** through **1800120**, inclusive. Within this range there were 35 non-exempt impact fee payments. This amounts to **\$208,405.00**.
- Interest earned by the Office of Impact Fees General Account in April 2018 amounts to **\$60.65**, of which **\$54.58** is attributed to fees collected for Schools.

As per the attached invoice, the total amount of this transfer is **\$208,459.58.**

Check # 1136

655**Account Withdraws**
Office of Impact Fees - Jefferson County Government

Account 3111776

Schools

Check Number 1136

Trace 20180501:37327.96

Date 5/1/2018

Series 1

Recipient Sheriff of Jefferson County

Amount \$208,405.00

Account 3107582

Signature 1 Josh Compton

Signature 2 Sheriff Peter Dougherty

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for School Impact Fees Collected in April 2018.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
4/4/2018	1800086	2003-3	11/24/2005	\$5,747.00
4/4/2018	1800087	2003-3	11/24/2005	\$5,747.00
4/9/2018	1800088	2003-3	11/24/2005	\$5,747.00
4/9/2018	1800089	2003-3	11/24/2005	\$5,747.00
4/11/2018	1800090	2003-3	11/24/2005	\$5,747.00
4/11/2018	1800091	2003-3	11/24/2005	\$5,747.00
4/11/2018	1800092	2003-3	11/24/2005	\$5,747.00
4/12/2018	1800093	2003-3	11/24/2005	\$5,747.00
4/13/2018	1800095	2003-3	11/24/2005	\$5,747.00
4/13/2018	1800096	2003-3	11/24/2005	\$5,747.00
4/23/2018	1800097	2003-3	11/24/2005	\$5,747.00
4/16/2018	1800098	2003-3	11/24/2005	\$6,473.00
4/16/2018	1800099	2003-3	11/24/2005	\$6,473.00
4/16/2018	1800100	2003-3	11/24/2005	\$6,473.00
4/16/2018	1800101	2003-3	11/24/2005	\$6,473.00
4/16/2018	1800102	2003-3	11/24/2005	\$6,473.00
4/16/2018	1800103	2003-3	11/24/2005	\$6,473.00
4/16/2018	1800104	2003-3	11/24/2005	\$6,473.00
4/16/2018	1800105	2003-3	11/24/2005	\$6,473.00
4/17/2018	1800106	2003-3	11/24/2005	\$5,747.00
4/18/2018	1800107	2003-3	11/24/2005	\$6,473.00
4/18/2018	1800108	2003-3	11/24/2005	\$6,473.00
4/18/2018	1800109	2003-3	11/24/2005	\$5,747.00
4/18/2018	1800110	2003-3	11/24/2005	\$5,747.00
4/18/2018	1800111	2003-3	11/24/2005	\$5,747.00
4/20/2018	1800112	2003-3	11/24/2005	\$5,747.00
4/20/2018	1800113	2003-3	11/24/2005	\$5,747.00
4/20/2018	1800114	2003-3	11/24/2005	\$5,747.00
4/20/2018	1800115	2003-3	11/24/2005	\$5,747.00
4/23/2018	1800116	2003-3	11/24/2005	\$5,747.00
4/23/2018	1800117	2003-3	11/24/2005	\$5,747.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 18017

Date: 5/1/2018

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

Interest earned by the Office of Impact Fees General Account April 2018.

\$54.58

Impact Fee payments collected for month of April 2018 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582).

\$208,405.00

Impact Fee Process Numbers 1800086 through 1800120, inclusive. Within this range, there were 35 non-exempt impact fee payments.

Total: \$208,459.58

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

Check Number: 1136

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 *DM*
DATE: Tuesday, 1 May 2018
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 April 2018.

This transfer consists of two components:

- Impact Fee Process Numbers **1800086** through **1800120**, inclusive. Within this range there were 21 non-exempt impact fee payments. This amounts to **\$3,528.00**.
- Interest earned by the Office of Impact Fees General Account in April 2018 amounts to **\$60.65**, of which **\$1.21** is attributed to fees collected for Law Enforcement.

As per the attached invoice, the total amount of this transfer is **\$3,529.21**.

Check # 1137

655**Account Withdraws
Office of Impact Fees - Jefferson County Government****Account 3111776****Law Enforcement****Check Number 1137****Trace 20180501:37585.38****Date 5/1/2018****Series 2****Recipient Sheriff of Jefferson County****Account 3120120****Amount \$3,528.00****Signature 1 Josh Compton****Signature 2 Sheriff Peter Dougherty****Signature 3 Jacqueline C. Shadle****Notes: Transfer of Impact Fees From General Account for Law Enforcement Impact Fees Collected in April 2018.**

Deposit Date	Process Number	Ordinance	Enact Date	Amount
4/4/2018	1800086	2005-1	3/22/2005	\$168.00
4/4/2018	1800087	2005-1	3/22/2005	\$168.00
4/9/2018	1800088	2005-1	3/22/2005	\$168.00
4/9/2018	1800089	2005-1	3/22/2005	\$0.00
4/11/2018	1800090	2005-1	3/22/2005	\$168.00
4/11/2018	1800091	2005-1	3/22/2005	\$168.00
4/11/2018	1800092	2005-1	3/22/2005	\$168.00
4/12/2018	1800093	2005-1	3/22/2005	\$168.00
4/13/2018	1800095	2005-1	3/22/2005	\$168.00
4/13/2018	1800096	2005-1	3/22/2005	\$168.00
4/23/2018	1800097	2005-1	3/22/2005	\$168.00
4/16/2018	1800098	2005-1	3/22/2005	\$0.00
4/16/2018	1800099	2005-1	3/22/2005	\$0.00
4/16/2018	1800100	2005-1	3/22/2005	\$0.00
4/16/2018	1800101	2005-1	3/22/2005	\$0.00
4/16/2018	1800102	2005-1	3/22/2005	\$0.00
4/16/2018	1800103	2005-1	3/22/2005	\$0.00
4/16/2018	1800104	2005-1	3/22/2005	\$0.00
4/16/2018	1800105	2005-1	3/22/2005	\$0.00
4/17/2018	1800106	2005-1	3/22/2005	\$168.00
4/18/2018	1800107	2005-1	3/22/2005	\$0.00
4/18/2018	1800108	2005-1	3/22/2005	\$0.00
4/18/2018	1800109	2005-1	3/22/2005	\$0.00
4/18/2018	1800110	2005-1	3/22/2005	\$0.00
4/18/2018	1800111	2005-1	3/22/2005	\$168.00
4/20/2018	1800112	2005-1	3/22/2005	\$168.00
4/20/2018	1800113	2005-1	3/22/2005	\$168.00
4/20/2018	1800114	2005-1	3/22/2005	\$168.00
4/20/2018	1800115	2005-1	3/22/2005	\$168.00
4/23/2018	1800116	2005-1	3/22/2005	\$168.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 18018

Date: 5/1/2018

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 April 2018 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).

\$3,528.00

Interest earned by the Office of Impact Fees General Account April 2018.

\$1.21

Impact Fee Process Numbers 1800086 through 1800120, inclusive. Within this range, there were 21 non-exempt impact fee payments.

Total: \$3,529.21

Notes/Comments Transfer of funds into Law Enforcement Impact Fee Account (3120120).

Check Number: 1137

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 *MM*
DATE: Tuesday, 1 May 2018
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 April 2018.

This transfer consists of two components:

- Impact Fee Process Numbers **1800086** through **1800120**, inclusive. Within this range there were 35 non-exempt impact fee payments. This amounts to **\$16,030.00**.
- Interest earned by the Office of Impact Fees General Account in April 2018 amounts to **\$60.65**, of which **\$4.25** is attributed to fees collected for Parks & Recreation.

As per the attached invoice, the total amount of this transfer is \$16,034.25.

Check # 1138

655**Account Withdraws**
Office of Impact Fees - Jefferson County Government

Account 3111776

Parks & Rec

Check Number 1138**Trace** 20180501:37644.09**Date** 5/1/2018**Series** 3**Recipient** Sheriff of Jefferson County**Amount** \$16,030.00**Account** 3122808**Signature 1** Josh Compton**Signature 2** Sheriff Peter Dougherty**Signature 3** Jacqueline C. Shadle**Notes:** Transfer of Impact Fees From General Account for Parks and Rec Impact Fees Collected in April 2018.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
4/4/2018	1800086	2005-2	5/12/2005	\$458.00
4/4/2018	1800087	2005-2	5/12/2005	\$458.00
4/9/2018	1800088	2005-2	5/12/2005	\$458.00
4/9/2018	1800089	2005-2	5/12/2005	\$458.00
4/11/2018	1800090	2005-2	5/12/2005	\$458.00
4/11/2018	1800091	2005-2	5/12/2005	\$458.00
4/11/2018	1800092	2005-2	5/12/2005	\$458.00
4/12/2018	1800093	2005-2	5/12/2005	\$458.00
4/13/2018	1800095	2005-2	5/12/2005	\$458.00
4/13/2018	1800096	2005-2	5/12/2005	\$458.00
4/23/2018	1800097	2005-2	5/12/2005	\$458.00
4/16/2018	1800098	2005-2	5/12/2005	\$458.00
4/16/2018	1800099	2005-2	5/12/2005	\$458.00
4/16/2018	1800100	2005-2	5/12/2005	\$458.00
4/16/2018	1800101	2005-2	5/12/2005	\$458.00
4/16/2018	1800102	2005-2	5/12/2005	\$458.00
4/16/2018	1800103	2005-2	5/12/2005	\$458.00
4/16/2018	1800104	2005-2	5/12/2005	\$458.00
4/16/2018	1800105	2005-2	5/12/2005	\$458.00
4/17/2018	1800106	2005-2	5/12/2005	\$458.00
4/18/2018	1800107	2005-2	5/12/2005	\$458.00
4/18/2018	1800108	2005-2	5/12/2005	\$458.00
4/18/2018	1800109	2005-2	5/12/2005	\$458.00
4/18/2018	1800110	2005-2	5/12/2005	\$458.00
4/18/2018	1800111	2005-2	5/12/2005	\$458.00
4/20/2018	1800112	2005-2	5/12/2005	\$458.00
4/20/2018	1800113	2005-2	5/12/2005	\$458.00
4/20/2018	1800114	2005-2	5/12/2005	\$458.00
4/20/2018	1800115	2005-2	5/12/2005	\$458.00
4/23/2018	1800116	2005-2	5/12/2005	\$458.00
4/23/2018	1800117	2005-2	5/12/2005	\$458.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 18019
Date: 5/1/2018

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 April 2018 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). \$16,030.00

Interest earned by the Office of Impact Fees General Account April 2018. \$4.25

Impact Fee Process Numbers 1800086 through 1800120, inclusive. Within this range, there were 35 non-exempt impact fee payments.

Total: \$16,034.25**Notes/Comments: Transfer of funds into Parks & Recreation Impact Fee Account (3122808).****Check Number: 1138**

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 *MM*
DATE: Tuesday, 1 May 2018
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 April 2018.

This transfer consists of two components:

- Impact Fee Process Numbers **1800086** through **1800120**, inclusive. Within this range there were 35 non-exempt impact fee payments. This amounts to **\$1,750.00**.
- Interest earned by the Office of Impact Fees General Account in April 2018 amounts to **\$60.65**, of which **\$0.61** is attributed to fees collected for EMS.

As per the attached invoice, the total amount of this transfer is \$1,750.61.

Check # 1139

655**Account Withdraws**
Office of Impact Fees - Jefferson County Government

Account 3111776

EMS

Check Number 1139**Trace** 20180501:37689.67**Date** 5/1/2018**Series** 4**Recipient** Sheriff of Jefferson County**Amount** \$1,750.00**Account** 3122816**Signature 1** Josh Compton**Signature 2** Sheriff Peter Dougherty**Signature 3** Jacqueline C. Shadle**Notes:** Transfer of Impact Fees From General Account for EMS Impact Fees Collected in April 2018.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
4/4/2018	1800086	2005-3	5/12/2005	\$50.00
4/4/2018	1800087	2005-3	5/12/2005	\$50.00
4/9/2018	1800088	2005-3	5/12/2005	\$50.00
4/9/2018	1800089	2005-3	5/12/2005	\$50.00
4/11/2018	1800090	2005-3	5/12/2005	\$50.00
4/11/2018	1800091	2005-3	5/12/2005	\$50.00
4/11/2018	1800092	2005-3	5/12/2005	\$50.00
4/12/2018	1800093	2005-3	5/12/2005	\$50.00
4/13/2018	1800095	2005-3	5/12/2005	\$50.00
4/13/2018	1800096	2005-3	5/12/2005	\$50.00
4/23/2018	1800097	2005-3	5/12/2005	\$50.00
4/16/2018	1800098	2005-3	5/12/2005	\$50.00
4/16/2018	1800099	2005-3	5/12/2005	\$50.00
4/16/2018	1800100	2005-3	5/12/2005	\$50.00
4/16/2018	1800101	2005-3	5/12/2005	\$50.00
4/16/2018	1800102	2005-3	5/12/2005	\$50.00
4/16/2018	1800103	2005-3	5/12/2005	\$50.00
4/16/2018	1800104	2005-3	5/12/2005	\$50.00
4/16/2018	1800105	2005-3	5/12/2005	\$50.00
4/17/2018	1800106	2005-3	5/12/2005	\$50.00
4/18/2018	1800107	2005-3	5/12/2005	\$50.00
4/18/2018	1800108	2005-3	5/12/2005	\$50.00
4/18/2018	1800109	2005-3	5/12/2005	\$50.00
4/18/2018	1800110	2005-3	5/12/2005	\$50.00
4/18/2018	1800111	2005-3	5/12/2005	\$50.00
4/20/2018	1800112	2005-3	5/12/2005	\$50.00
4/20/2018	1800113	2005-3	5/12/2005	\$50.00
4/20/2018	1800114	2005-3	5/12/2005	\$50.00
4/20/2018	1800115	2005-3	5/12/2005	\$50.00
4/23/2018	1800116	2005-3	5/12/2005	\$50.00
4/23/2018	1800117	2005-3	5/12/2005	\$50.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 18020
Date: 5/1/2018

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 April 2018 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County EMS Impact Fees Bank Account (3122816).

\$1,750.00

Interest earned by the Office of Impact Fees General Account April 2018.

\$0.61

Impact Fee Process Numbers 1800086 through 1800120, inclusive. Within this range, there were 35 non-exempt impact fee payments.

Total: \$1,750.61

Notes/Comments: Transfer of funds into EMS Impact Fee Account (3122816).

Check Number: 1139