

AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2018
THURSDAY, JUNE 7, 2018
9:30 A.M.
County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF PURCHASE ORDERS

- June 7, 2018

APPROVAL OF MINUTES

- May 31, 2018

APPROVAL OF ACCOUNTS PAYABLE

- June 7, 2018

APPROVAL OF MANUAL CHECKS

- June 8, 2018

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 9:45 a.m. Angie Banks, Assessor
- Exonerations - Discussion/Action
2. 10:00 a.m. Michelle Gordon, Finance Director
- Budget Revisions - Discussion/Action
- Ambulance Fee Analysis - Continued - Discussion/Action

3. 10:30 a.m. Roger Goodwin, Chief County Engineer
 - Letter of Credits securing construction bonds - Discussion/Action
 - Appointment of Zoning Administrator - Discussion/Action
 - Complete release of the \$10,000 site stability bond/tolling of Bond Agreement for Dan Ryan Builders West Virginia, LLC for the Quail Ridge Subdivisions, Section II, Phase III, Lots 129-159 - Discussion/Action
 - Approval to Advertise for Bids - Smith Mountain View Estates Site Work - Discussion/Action
4. 10:45 a.m. **BREAK**
5. 11:00 a.m. Matt Harvey, Prosecuting Attorney
 - Approval of Employment - Two Assistant Prosecutors - Discussion/Action
6. 11:15 a.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
 - Discussion of Jefferson County Civil Action #17-C-282 - Discussion/Action
 - Discussion of insurance coverage for volunteers and community service participants - Discussion/Action
 - Discussion of collection of overdue ambulance fees - Discussion/Action

NEW BUSINESS

7. Discussion of Fireworks Ordinance - Discussion/Action (PN)
8. Existing leases for county owned buildings and land to new business - Discussion/Action (JC)

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 PSD Audit - Discussion/Action
- Discuss CVB Land - Discussion/Action

COUNTY COMMISSION REPORTS

9. **ADJOURN**

CORRESPONDENCE/INFORMATION

Notice of Special Session - June 14, 2018 - 9:30 a.m.

Correspondence received from the Charles Town Utility Board regarding Jefferson County Emergency Communications Center after hour calls.

Correspondence received from the West Virginia Culture and History regarding National Register of Historic Places.

Minutes received from the Jefferson County Public Service District.

Impact Fee Status Report for May, 2018 received.

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

PURCHASE ORDERS TO BE APPROVED

June 7, 2018

DEPARTMENT	P.O. NUMBER	AMOUNT	VENDOR	DESCRIPTION
OTHER BUILDINGS	52670	\$ 14,970.00	Boland	Installation of New OEM Compressor
GRAND TOTAL		\$ 14,970.00		

Minutes

Jefferson County Commission

Thursday, May 31, 2018

A meeting of the Jefferson County Commission was held on Thursday, May 31, 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 Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; and Jim Eddy, Bailiff. (An audio tape of the Thursday, May 31, 2018 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Tabb led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the May 14, 2018 Primary Election Canvass Minutes as presented. Motion seconded and unanimously approved.

Motion by Ms. Tabb to approve the May 17, 2018 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Onoszko to approve the May 22, 2018 Certification of Primary Election Results and Special Session – MARC Train Funding as presented. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
080117	406	ANGELA L BANKS		\$ -	\$ 90.00	\$ 90.00
080118	406	MONICA BENNETT		\$ -	\$ 90.00	\$ 90.00
080119	712	CHRISTOPHER CROSS		\$ -	\$ 45.00	\$ 45.00
080120	P/R DED	CHARLES TOWN GNRL HOSPTA		\$ -	\$ 142.04	\$ 142.04
080121	412	DOING BETTER BUSINESS,IN		\$ -	\$ 150.00	\$ 150.00
080122	P/R DED	DOUGLAS H. FLETCHER		\$ -	\$ 1,746.07	\$ 1,746.07
080123	440	JESSICA GORMONT		\$ -	\$ 38.00	\$ 38.00
080124	412	GREATAMERICA FINANCL SVC		\$ -	\$ 315.64	\$ 315.64
080125	P/R DED	JAMES P HAYDEN		\$ -	\$ 2,224.96	\$ 2,224.96
080126	711	HIRERIGHT		\$ -	\$ 177.14	\$ 177.14
080127	403	JEFFERSON CENTER		\$ -	\$ 100.00	\$ 100.00
080128	GRANT	JEFFERSON DAY REPORT CNT		\$ -	\$ 12,374.78	\$ 12,374.78
080129	405	CORA KOWALSKI		\$ -	\$ 383.44	\$ 383.44
080130	405	RELX INC.		\$ -	\$ 1,100.00	\$ 1,100.00
080131	404	TONI L. MILBOURNE		\$ -	\$ 850.00	\$ 850.00
080132	P/R DED	BRYAN McCUSKER		\$ -	\$ 2,250.00	\$ 2,250.00
080136	401	NEOPOST		\$ -	\$ 190.00	\$ 190.00
080136	401	SPIRIT OF JEFFERSON		\$ -	\$ 909.90	\$ 909.90
080136	401	SPRINT		\$ -	\$ 55.88	\$ 55.88
080136	402	B & G CUSTOM SCREEN PRIN		\$ -	\$ 118.00	\$ 118.00
080136	402	SHOPLET		\$ -	\$ 77.76	\$ 77.76
080136	402	SPECIALTY BUSINESS SUPPL		\$ -	\$ 53.50	\$ 53.50
080136	402	SPIRIT OF JEFFERSON		\$ -	\$ 398.54	\$ 398.54
080136	403	LAURA STORM		\$ -	\$ (30.00)	\$ (30.00)
080136	403	MARRIOTT		\$ -	\$ 330.40	\$ 330.40
080136	403	OLIVERIO'S ON THE WHARF		\$ -	\$ 25.97	\$ 25.97
080136	403	SHOPLET		\$ -	\$ 80.58	\$ 80.58

080136	405	MILLERS OFFICE PRODUCTS	\$ -	\$ 61.15	\$ 61.15
080136	405	SPRINT	\$ -	\$ 111.76	\$ 111.76
080136	405	WV PROS ATTY ASSOC	\$ -	\$ 170.00	\$ 170.00
080136	412	COMCAST	\$ -	\$ 105.75	\$ 105.75
080136	413	THE HOME DEPOT	\$ -	\$ 18.85	\$ 18.85
080136	415	FRONTIER	\$ -	\$ 85.86	\$ 85.86
080136	415	SPRINT	\$ -	\$ 111.63	\$ 111.63
080136	424	CAPITAL TRISTATE	\$ -	\$ 237.00	\$ 237.00
080136	424	CHARLES TOWN UTILITIES	\$ -	\$ 63.13	\$ 63.13
080136	424	CHESAPEAKE SYSTEMS	\$ -	\$ 2,792.70	\$ 2,792.70
080136	424	FRONTIER	\$ -	\$ 9,989.14	\$ 9,989.14
080136	424	POTOMAC EDISON	\$ -	\$ 1,907.16	\$ 1,907.16
080136	424	SPRINT	\$ -	\$ 55.88	\$ 55.88
080136	424	WEISS BROS OF HAGERSTOWN	\$ -	\$ 383.25	\$ 383.25
080136	425	AMAZON	\$ -	\$ 106.54	\$ 106.54
080136	425	CHARLES TOWN UTILITIES	\$ -	\$ 1,101.51	\$ 1,101.51
080136	425	COMCAST	\$ -	\$ 1,090.19	\$ 1,090.19
080136	425	CRYSTAL SPRINGS	\$ -	\$ 609.56	\$ 609.56
080136	425	GRAINGER	\$ -	\$ 219.92	\$ 219.92
080136	425	JEFFERSON COUNTY P.S.D	\$ -	\$ 572.60	\$ 572.60
080136	425	JEFFERSON UTILITIES, INC	\$ -	\$ 860.77	\$ 860.77
080136	425	MILLERS OFFICE PRODUCTS	\$ -	\$ 2,772.06	\$ 2,772.06
080136	425	POTOMAC EDISON	\$ -	\$ 29,143.94	\$ 29,143.94
080136	425	RCS/ALARM FUNDING ASSOC	\$ -	\$ 564.00	\$ 564.00
080136	425	REESES LANDSCAPE NURSERY	\$ -	\$ 160.00	\$ 160.00
080136	425	THE HOME DEPOT	\$ -	\$ 65.83	\$ 65.83
080136	425	THE HOME DEPOT	\$ -	\$ 537.08	\$ 537.08
080136	425	THE HOME DEPOT	\$ -	\$ 60.74	\$ 60.74

080136	425	THOMPSON GAS	\$ -	\$ 382.66	\$ 382.66
080136	425	THOS SOMERVILLE	\$ -	\$ 345.77	\$ 345.77
080136	425	WAL-MART	\$ -	\$ 63.54	\$ 63.54
080136	425	WM WASTE MGNT	\$ -	\$ 739.91	\$ 739.91
080136	425	84 LUMBER	\$ -	\$ 214.43	\$ 214.43
080136	425	84 LUMBER	\$ -	\$ 1,460.79	\$ 1,460.79
080136	428	ADOBE	\$ -	\$ 28.09	\$ 28.09
080136	428	AMAZON	\$ -	\$ 65.98	\$ 65.98
080136	428	AMAZON	\$ -	\$ 69.89	\$ 69.89
080136	428	AMAZON	\$ -	\$ 104.67	\$ 104.67
080136	428	AMAZON	\$ -	\$ 368.48	\$ 368.48
080136	428	AMAZON	\$ -	\$ 483.00	\$ 483.00
080136	428	AMAZON	\$ -	\$ 259.98	\$ 259.98
080136	428	AMAZON	\$ -	\$ 249.00	\$ 249.00
080136	428	AMAZON	\$ -	\$ 459.78	\$ 459.78
080136	428	BATTERY MART	\$ -	\$ 134.60	\$ 134.60
080136	428	BATTERY MART	\$ -	\$ 29.95	\$ 29.95
080136	428	BEST BUY	\$ -	\$ 129.98	\$ 129.98
080136	428	BLUEBEAM SOFTWARE	\$ -	\$ 357.25	\$ 357.25
080136	428	OFFICE DEPOT	\$ -	\$ 290.75	\$ 290.75
080136	428	OFFICE DEPOT	\$ -	\$ 279.31	\$ 279.31
080136	428	OFFICE DEPOT	\$ -	\$ 46.94	\$ 46.94
080136	428	OFFICE DEPOT	\$ -	\$ 64.98	\$ 64.98
080136	428	PRINTER SUPPLIES	\$ -	\$ 82.00	\$ 82.00
080136	428	PRINTER SUPPLIES	\$ -	\$ 54.00	\$ 54.00
080136	428	QUALITY UPTIME SERVICES	\$ -	\$ 3,146.67	\$ 3,146.67
080136	428	SERVER SUPPLY	\$ -	\$ 143.55	\$ 143.55
080136	428	SOLARWINDS	\$ -	\$ 696.00	\$ 696.00

080136	428	SPRINT	\$ -	\$ 157.56	\$ 157.56
080136	428	TEXTEDLY COM	\$ -	\$ 20.00	\$ 20.00
080136	440	APA-AMERICAN PLANNG ASSO	\$ -	\$ 520.00	\$ 520.00
080136	440	LYLE SIGNS	\$ -	\$ 363.43	\$ 363.43
080136	440	MILLERS OFFICE PRODUCTS	\$ -	\$ 146.50	\$ 146.50
080136	440	MILLERS OFFICE PRODUCTS	\$ -	\$ 143.93	\$ 143.93
080136	440	MSLUA MOUNTAIN ST LAND	\$ -	\$ 50.00	\$ 50.00
080136	440	QUALITY INN	\$ -	\$ 88.70	\$ 88.70
080136	440	SPIRIT OF JEFFERSON	\$ -	\$ 147.62	\$ 147.62
080136	440	SPRINT	\$ -	\$ 167.64	\$ 167.64
080136	440	WVAGP-WV ASSOC GEOSPATIA	\$ -	\$ 215.00	\$ 215.00
080136	440	WVAGP-WV ASSOC GEOSPATIA	\$ -	\$ 90.00	\$ 90.00
080136	440	WVLTAP WV LOCAL TECH ASS	\$ -	\$ 95.00	\$ 95.00
080136	700	BACKYARD ALE HOUSE	\$ -	\$ 38.41	\$ 38.41
080136	700	GOWERS FEED INC	\$ -	\$ 90.50	\$ 90.50
080136	700	GS IMAGES	\$ -	\$ 90.00	\$ 90.00
080136	700	KUSTOM SIGNALS	\$ -	\$ 2,716.00	\$ 2,716.00
080136	700	MORGANTOWN PRINTING	\$ -	\$ 149.00	\$ 149.00
080136	700	PROGRESSIVE BUSINESS PUB	\$ -	\$ 283.95	\$ 283.95
080136	700	RESIDENCE INN	\$ -	\$ 525.45	\$ 525.45
080136	700	SLEEP INN	\$ -	\$ 267.00	\$ 267.00
080136	700	SOUTHERN POLICE EQUIPMEN	\$ -	\$ 1,035.00	\$ 1,035.00
080136	700	SPRINT	\$ -	\$ 1,569.64	\$ 1,569.64
080136	700	SUBWAY	\$ -	\$ 18.85	\$ 18.85
080136	700	TELTRONIC	\$ -	\$ 830.45	\$ 830.45
080136	700	THE LOADING DOCK BAR/GRI	\$ -	\$ 19.17	\$ 19.17
080136	700	TWO GUYS FROM ITALY	\$ -	\$ 30.18	\$ 30.18
080136	700	USPS US POSTAL SERVICE	\$ -	\$ 7.50	\$ 7.50

080136	701	GALLS	\$ -	\$ 935.00	\$ 935.00
080136	711	JOHN'S CAFE & GRILL'S	\$ -	\$ 320.00	\$ 320.00
080136	711	KEEPER SECURITY	\$ -	\$ 39.98	\$ 39.98
080136	711	SPRINT	\$ -	\$ 190.54	\$ 190.54
080136	711	WEIS MARKETS	\$ -	\$ 7.45	\$ 7.45
080136	712	AMAZON	\$ -	\$ 47.58	\$ 47.58
080136	712	ARIA RESORT & CASINO	\$ -	\$ 733.59	\$ 733.59
080136	712	BREWS CUSTOM DISPLAYS	\$ -	\$ 100.00	\$ 100.00
080136	712	BWI PARKING	\$ -	\$ 40.00	\$ 40.00
080136	712	E-Z PASS	\$ -	\$ 1.60	\$ 1.60
080136	712	FRONTIER	\$ -	\$ 4,772.25	\$ 4,772.25
080136	712	SPRINT	\$ -	\$ 890.36	\$ 890.36
080136	712	SUPER SHUTTLE	\$ -	\$ 27.00	\$ 27.00
080136	712	VARIDESK LLC	\$ -	\$ 785.00	\$ 785.00
080136	712	WAL-MART	\$ -	\$ 35.90	\$ 35.90
080136	716	CHEDDARS	\$ -	\$ 48.32	\$ 48.32
080136	716	CHILIS RESTAURANT	\$ -	\$ 22.99	\$ 22.99
080136	716	CRACKER BARREL	\$ -	\$ 16.33	\$ 16.33
080136	716	FAIRFIELD INN & SUITES	\$ -	\$ 255.00	\$ 255.00
080136	716	GALLS	\$ -	\$ 512.00	\$ 512.00
080136	716	GINO'S PIZZA	\$ -	\$ 10.14	\$ 10.14
080136	716	HILLSIDE VETERNARY HOSPT	\$ -	\$ 191.03	\$ 191.03
080136	716	IHOP	\$ -	\$ 17.28	\$ 17.28
080136	716	SPRINT	\$ -	\$ 55.88	\$ 55.88
080136	716	STONEWALL RESORT	\$ -	\$ 178.54	\$ 178.54
080136	716	STONEWALL RESORT	\$ -	\$ 174.72	\$ 174.72
080136	716	STONEWALL RESORT	\$ -	\$ 190.06	\$ 190.06
080136	716	TACO BELL	\$ -	\$ 6.12	\$ 6.12

080136	717	FISHER AUTO PARTS	\$ -	\$ 1,203.90	\$ 1,203.90
080136	717	HAGERSTOWN FORD	\$ -	\$ 763.92	\$ 763.92
080136	717	INTERSTATE BATTERIES	\$ -	\$ 481.68	\$ 481.68
080136	717	KENT PARSONS FORD	\$ -	\$ 693.60	\$ 693.60
080136	717	NAPA AUTO PARTS	\$ -	\$ 702.73	\$ 702.73
080137	406	WV ASSOCIATION/COUNTIES	\$ -	\$ 80.00	\$ 80.00
080138	700	WILLIAM WALTERS	\$ -	\$ 60.25	\$ 60.25
080139	412	EMILY WELLS	\$ -	\$ 258.91	\$ 258.91
TOTAL				\$ 113,723.68	\$ 113,723.68

Motion by Ms. Noland to approve the Accounts Payable for May 24, 2018 in the amount of \$113,723.68. Motion seconded and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
080142	P/R DED	AMERICAN FAMILY LIFE ICU		\$ -	\$ 5,861.07	\$ 5,861.07
080143	ALLOC	AHA/ART&HUMANITIES ALLNC		\$ -	\$ 1,298.96	\$ 1,298.96
080144	425	BIEDLERS ELEC MOTOR REP		\$ -	\$ 282.11	\$ 282.11
080145	425	BERKELEY GLASS INC		\$ -	\$ 59.00	\$ 59.00
080146	424	BOLAND SERVICES		\$ -	\$ 270.00	\$ 270.00
080146	425	BOLAND SERVICES		\$ -	\$ 1,034.00	\$ 1,034.00
080146	425	BOLAND SERVICES		\$ -	\$ 136.00	\$ 136.00
080146	425	BOLAND SERVICES		\$ -	\$ 125.00	\$ 125.00
080146	425	BOLAND SERVICES		\$ -	\$ 166.00	\$ 166.00
080147	P/R DED	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
080148	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
080149	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 119.54	\$ 119.54
080150	424	CENTRAL ELEVATOR		\$ -	\$ 160.00	\$ 160.00
080150	425	CENTRAL ELEVATOR		\$ -	\$ 640.00	\$ 640.00
080151	P/R DED	COLONIAL LIFE		\$ -	\$ 307.65	\$ 307.65
080152	700	MONTE CONNER		\$ -	\$ 10.78	\$ 10.78
080153	P/R DED	CITY HOSPITAL INC		\$ -	\$ 377.67	\$ 377.67
080154	425	DODSON'S SEPTIC		\$ -	\$ 285.00	\$ 285.00
080155	424	J.C.EHRLICH		\$ -	\$ 32.00	\$ 32.00
080155	425	J.C.EHRLICH		\$ -	\$ 607.00	\$ 607.00
080156	700	EXECUTIVE EMERGENCY LGHT		\$ -	\$ 495.00	\$ 495.00

080157	425	FIRE SAFETY EQUIP		\$ -	\$ 490.00	\$ 490.00
080157	425	FIRE SAFETY EQUIP		\$ -	\$ 1,714.73	\$ 1,714.73
080158	700	DOUGLAS H. FLETCHER		\$ -	\$ 61.77	\$ 61.77
080159	401	STEPHANIE GROVE		\$ -	\$ 178.50	\$ 178.50
080160	717	GUTTMAN OIL CO		\$ -	\$ 4,459.79	\$ 4,459.79
080160	717	GUTTMAN OIL CO		\$ -	\$ 4,261.35	\$ 4,261.35
080160	717	GUTTMAN OIL CO		\$ -	\$ 3,954.52	\$ 3,954.52
080160	717	GUTTMAN OIL CO		\$ -	\$ 4,480.25	\$ 4,480.25
080161	P/R DED	JENNILEE HARTMAN		\$ -	\$ 169.19	\$ 169.19
080162	ALLOC	JEFFERSON COUNTY HISTORI		\$ -	\$ 1,923.43	\$ 1,923.43
080163	425	JEFFERSON RENTAL		\$ -	\$ 47.32	\$ 47.32
080164	GRANT	JEFFERSON DAY REPORT CNT		\$ -	\$ 1,751.20	\$ 1,751.20
080165	712	ROBERT E. JONES III		\$ -	\$ 1,000.00	\$ 1,000.00
080166	P/R DED	JEFFERSON SECURITY BANK		\$ -	\$ 5,200.00	\$ 5,200.00
080167	712	LANGUAGE LINE SERVICES		\$ -	\$ 157.52	\$ 157.52
080168	425	MID ATLANTIC ENTRY MD,LL		\$ -	\$ 164.00	\$ 164.00
080169	P/R DED	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 543.86	\$ 543.86
080170	P/R DED	NATIONWIDE RETIREMENT		\$ -	\$ 849.00	\$ 849.00
080171	P/R DED	PATRICIA A. NOLAND		\$ -	\$ 1,598.89	\$ 1,598.89
080172	ALLOC	JEFF CO PARKS &		\$ -	\$ 29,251.59	\$ 29,251.59
080173	717	RICE TIRES CO		\$ -	\$ 508.72	\$ 508.72
080174	704	WV REGIONAL JAIL &		\$ -	\$ 114,304.25	\$ 114,304.25
080175	717	SUPERIOR AUTO BODY		\$ -	\$ 8,380.25	\$ 8,380.25
080176	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 47,042.52	\$ 47,042.52
080176	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 11,001.94	\$ 11,001.94
080176	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 36,314.71	\$ 36,314.71
080177	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 50,580.28	\$ 50,580.28
080177	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 1,776.03	\$ 1,776.03
080177	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 0.75	\$ 0.75
080178	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 6,068.99	\$ 6,068.99
080178	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 8,567.96	\$ 8,567.96
080179	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 2,230.00	\$ 2,230.00
080179	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 215.00	\$ 215.00
080180	P/R DED	VINCENT TIONG		\$ -	\$ 82.50	\$ 82.50
080181	ALLOC	JEFFERSON CO CONVENTION		\$ -	\$ 32,473.98	\$ 32,473.98
080182	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 10,945.96	\$ 10,945.96
080182	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 26,756.66	\$ 26,756.66
080182	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 2,639.23	\$ 2,639.23
080182	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 4,838.68	\$ 4,838.68
080183	GRANT	MARGARET R.SMITH-WALKER		\$ -	\$ 3,000.00	\$ 3,000.00

TOTAL				\$ 442,763.49	\$ 442,763.49
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Motion by Ms. Tabb to approve the Accounts Payable for May 31, 2018 in the amount of \$442,763.49. Motion seconded and unanimously approved.

MANUAL CHECKS

COAL SEVERANCE			
OO2			
Date	Check #	VENDOR	Amount
5/25/2018	459	EASTRIDGE HEALTH SYSTEM	\$ 1,000.00
TOTAL			\$ 1,000.00

Motion by Ms. Noland to approve the Manual Checks for May 25, 2018 in the amount of \$1,000.00. Motion seconded and unanimously approved.

SHERIFF C/O			
246			
Date	Check #	VENDOR	Amount
6/1/2018	1673	MINIGHINI'S	\$ 20,700.00
6/1/2018	1674	MINIGHINI'S	\$ 21,931.38
6/1/2018	1675	NATIONWIDE CAPITAL LLC	\$ 180,107.60
TOTAL			\$ 222,738.98

Motion by Ms. Noland to approve the Manual Checks for June 1, 2018 in the amount of \$222,738.00. Motion seconded and unanimously approved.

PAYROLL APPROVAL

Motion by Mr. Onoszko to approve the Payroll for May 17, 2018 in the amount of \$263,901.95. Motion seconded and unanimously approved.

PUBLIC COMMENT

Nancy Gregory, resident – in reference to the interviews and appointments to the Jefferson County Emergency Services Agency, Ms. Gregory stated she believes Commissioners Onoszko, Compton, and Hudson do their decision making outside of the meetings, “turning their backs on citizens who are not far right wing Liberty PAC members.”

David Tabb, resident – stated he applauds people coming forth and challenging the government and stated the Commission doesn’t care about its citizens.

John Leveque, resident – spoke in support of the potential appointment of John Sherwood to the Jefferson County Emergency Services Agency Board.

Wade Hyatt, resident – criticized the Spirit of Jefferson for their article concerning Ramona Wesling’s application to be appointed to the Jefferson County Emergency Services Agency Board, questioning why the “journalism in this county slams the right wing.”

PRESENTATIONS

1. Nicholas Diehl, Director, Jefferson County Development Authority – requested the approval of a Resolution to Support Industrial Access Road.
 - **Motion by Mr. Compton to approve the Resolution of Support for the Jefferson Orchard Industrial Access Road. Motion seconded and unanimously approved.**
2. Interviews and Appointment to the Jefferson County Emergency Services Agency – one unexpired Citizen Representative term ending June 30, 2019.
 - Ms. Noland offered her nomination for John Sherwood. Mr. Sherwood received two votes (Ms. Noland and Ms. Tabb).
 - Mr. Compton offered his nomination for Tricia Worden. Ms. Worden receive three votes (Mr. Compton, Mr. Onoszko, and Mr. Hudson).

- **After receiving the majority vote, Tricia Worden was appointed to the JCESA Board for an unexpired term ending June 30, 2019.**
3. Jeffrey Polczynski, Director, Jefferson County Emergency Communications
 - a. Requested the re-appointment of the following to the E911 Advisory Board, each for a three year term ending September 1, 2019: Sgt. Jeffery Chumley, Craig Simpson, and David Kimmel.
 - **Motion by Mr. Compton to reappoint Sgt. Jeffery Chumley and Craig Simpson to the E911 Advisory Board each for a three year term ending September 1, 2019. Motion seconded and unanimously approved.**
 - b. Appointment of Chief Chris Kutcher to complete the term of Chief William Roper through September 1, 2019.
 - **Motion by Mr. Compton to approve the appointment of Chief Chris Kutcher to complete the term of Chief William Roper with the E911 Advisory Board whose term does not expire until September 1, 2019. Motion seconded and unanimously approved.**
 4. Roger Goodwin, Chief County Engineer
 - a. Request approval of employment offer to fill the position of Building Code Plans Reviewer.
 - **Motion by Ms. Tabb to approve employment offer for Dwayne Dunn to fill the position of Building Code Plan Reviewer in the Office of Building Permits and Inspections with a starting salary of \$40,000 to increase to \$42,000 after completion of certification. Motion seconded and unanimously approved.**
 - b. Approval to fill the Building Permits Technician position and to advertise to fill the GIS & Addressing Technician/Administrative Assistant position.
 - **Motion by Ms. Noland to approve the transfer of Wendy Schutz to the position of Building Permits Technician at an annual salary of \$38,390.47; and to approve advertising to fill the position of GIS & Addressing Technician/Administrative Assistant not to exceed a salary of \$35,000. Motion seconded and unanimously approved.**
 - c. Presentation and Update on Revised Building Permit Fee Schedule
 5. The Commission recessed for break at 10:45 am.
The Commission reconvened at 11:00 am.

6. Lynn Fields, Probate – requested a Special Session to approve the Waiver of Final Settlement and close estate of Irmgard Mathilde Waggy-Baylor, deceased.
 - **Motion by Mr. Tabb to convene as a Fiduciary Review Board. Motion seconded and unanimously approved.**
 - **Motion by Ms. Tabb to approve the Waiver of Final Settlement and close the Estate of Irmgard Mathilde Waggy-Baylor, deceased. Motion seconded and unanimously approved.**
 - **Motion by Ms. Noland to recess as a Fiduciary Review Board. Motion seconded and unanimously approved.**
 -
7. Michelle Gordon, Finance Director
 - a. Ambulance Fee Analysis – Ms. Gordon discussed the changes made to the Ambulance Service Fee Ordinance as suggested during the May 17, 2018 County Commission meeting, including a tiered rate structure for commercial businesses; however, the Commission could not reach agreement on the changes as presented, and requested Ms. Gordon come before them again during the June 7, 2018 Commission meeting to discuss additional options.
 - b. Review of FY2018 Budget to Actual as of 4/30/2018
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 EEOC Claim #533-2017-00706
 - Discussion of Fire Suppression Contract for 911 Center
 - Discussion of Jefferson County Civil Action #17-P-110
 - **Motion by Mr. Compton to enter into Executive Session to receive legal advice on the following: PSD 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 EEOC Claim #533-2017-00706; discussion of Fire Suppression**

Contract for 911 Center, and discussion of Jefferson County Civil Action #17-P-110. Motion seconded and unanimously approved.

- **Motion by Mr. Compton to come out of Executive Session. Motion seconded and unanimously approved.**

NEW BUSINESS

9. Discuss PSD Audit – Ms. Grove stated the representative from Perry & Associates was unavailable for the day, but Ms. Grove had provided her the Commission meeting schedule for the next two months to arrange a time that would work for all parties.
10. Status of Maintenance Projects – Mr. Compton stated that although the Maintenance Director provides the Commission with written monthly and quarterly reports, he would like the Director to appear regularly before the Commission to provide reports in person and be available to answer questions.

COUNTY ADMINISTRATOR REPORTS

- Discuss a policy regarding fairs and festivals sponsored or endorsed by the governing body of the county wherein the fair or festival is to be conducted – Ms. Grove presented the Commission with a draft of the policy that would allow her to provide letters of endorsement to the WVABCA for groups seeking a liquor license for various events. The Commission made a few changes, and Ms. Grove stated she would present the Commission with a final draft for their approval.
 - Discuss next Commission Meet and Greet date and location – it was the consensus of the Commission to schedule the next meet and greet in early September to potentially be held at Blue Ridge Elementary School
 - Annual Performance and Merit Increase Policy – Ms. Grove requested this item be rescheduled for a later meeting so she would have to ensure all elected officials were in support of the policy.
- Road Summit – Ms. Grove stated the Road Summit would take place on June 14, 2018 beginning with a tour of local “problem areas” at 9:30 am. Transportation will be provided by EPTA, and Ms. Grove stated the majority of the local delegation would be in attendance. A working lunch would be provided for the Commission and the delegation, and the Berkeley County Commissioners would be attending the 1:30 pm discussion on the MARC train funding.

16. The Commission meeting was adjourned at 12:42 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

JOSHUA COMPTON, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angie Banks, Assessor

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

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 7, 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*):

✚ Exonerations – 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.](#)

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: **June 7, 2018**

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

Date Requested – 2nd Choice:

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

- Review and Approval of FY2018 Internal Budget Revision 2 for the General Fund
- Ambulance Fee Rate Discussions-Continued

Please provide the County Commission with a description of your request or presentation, including any background information:
Continue discussions on the rates for ambulance fee billings.

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 FY18 Internal Budget Revision 2 for the General Fund
- Motion to approve the Emergency Ambulance Service Fee Ordinance as amended on May 31, 2018 _____ with an effective date of July 1, 2018.

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

Michelle Gordon

From: Gail Magaha
Sent: Thursday, May 10, 2018 3:11 PM
To: Michelle Gordon
Cc: Jacki Shadle; Gail Magaha
Subject: Budget Revision
Attachments: Budget Revision Blank Template.xls

Michelle, Attached is a budget revision needed for our office. Thanks, Gail

Jefferson County Commission
Flat Fee by Range 05-31-2018

SF Range		Count	SF Total	**Recommended Model**			
				Rate	Revenue	Rate	Revenue
-	to 5,000	527	1,280,213	\$ 90.00	\$ 47,430	\$ 100.00	\$ 52,700
5,001	to 6,000	76	418,380	\$ 90.00	\$ 6,840	\$ 100.00	\$ 7,600
6,001	to 7,000	57	370,528	\$ 90.00	\$ 5,130	\$ 100.00	\$ 5,700
7,001	to 8,000	34	254,706	\$ 90.00	\$ 3,060	\$ 100.00	\$ 3,400
8,001	to 9,000	38	324,994	\$ 90.00	\$ 3,420	\$ 100.00	\$ 3,800
9,001	to 10,000	34	322,173	\$ 90.00	\$ 3,060	\$ 100.00	\$ 3,400
Subtotal <10,000sf		766		Avg/Parcel \$ 90.66	\$ 68,940	Avg/Parcel \$ 90.66	\$ 76,600
10,001	to 15,000	91	1,106,926	\$ 200.00	\$ 18,200	\$ 200.00	\$ 18,200
15,001	to 20,000	37	622,039	\$ 200.00	\$ 7,400	\$ 200.00	\$ 7,400
Subtotal 10,001 - 20,000sf		128		Avg/Parcel \$ 197.34	\$ 25,600	Avg/Parcel \$ 197.34	\$ 25,600
20,001	to 25,000	27	606,626	\$ 512.00	\$ 13,824	\$ 510.00	\$ 13,770
25,001	to 35,000	36	1,048,324	\$ 512.00	\$ 18,432	\$ 510.00	\$ 18,360
35,001	to 65,000	49	2,302,873	\$ 512.00	\$ 25,088	\$ 510.00	\$ 24,990
Subtotal 20,001 - 65,000sf		112		Avg/Parcel \$ 512.05	\$ 57,344	Avg/Parcel \$ 512.05	\$ 57,120
65,001	to 70,000	2	134,784	\$ 1,875.00	\$ 3,750	\$ 1,710.00	\$ 3,420
70,001	to 165,000	34	3,467,208	\$ 1,875.00	\$ 63,750	\$ 1,710.00	\$ 58,140
165,001	to 360,000	9	2,224,497	\$ 1,875.00	\$ 16,875	\$ 1,710.00	\$ 15,390
Subtotal 65,001 - 360,000sf		45		Avg/Parcel \$ 1,877.78	\$ 84,375	Avg/Parcel \$ 1,877.78	\$ 76,950
360,001	to 10,000,000	1	2,311,166	\$ 33,400.00	\$ 33,400	\$ 33,400.00	\$ 33,400
Subtotal >360,000sf		1		Avg/Parcel \$ 33,440.00	\$ 33,400	Avg/Parcel \$ 33,440.00	\$ 33,400
Totals		1,052	16,795,437		\$ 269,659		\$ 269,670

Potential Payments based on 2014 sf estimates

	SF	Rate per SF		
Home Depot	105,936	\$ 2,057.28	\$ 1,875	\$ 1,710
Asbury United Methodist Church	9,300	\$ 180.61	\$ 90	\$ 100
Boys & Girls Club	3,360	\$ 85.00	\$ 90	\$ 100
Jeff Sec Bank (Wash St Downtown)	11,032	\$ 214.24	\$ 200	\$ 200
APU	174,531	\$ 3,389.39	\$ 1,875	\$ 1,710
Kohls	88,697	\$ 1,722.50	\$ 1,875	\$ 1,710
Dunkin Donuts	4,192	\$ 85.00	\$ 90	\$ 100
Panera	4,980	\$ 96.71	\$ 90	\$ 100
Weiss	95,073	\$ 1,846.32	\$ 1,875	\$ 1,710
Strip with Walmart	207,341	\$ 4,026.56	\$ 1,875	\$ 1,710
APU	19,512	\$ 378.92	\$ 200	\$ 200
McDonalds	3,983	\$ 85.00	\$ 90	\$ 100
Chick-Fil-A	4,348	\$ 85.00	\$ 90	\$ 100
Strip with Martins	132,839	\$ 2,579.73	\$ 1,875	\$ 1,710
Autozone	7,680	\$ 149.15	\$ 90	\$ 100
Payless/Mattress Strip	5,733	\$ 111.33	\$ 90	\$ 100
Elle's Niche	11,900	\$ 231.10	\$ 200	\$ 200
Thompson & Pardo	1,650	\$ 85.00	\$ 90	\$ 100
The Village Shop	3,608	\$ 85.00	\$ 90	\$ 100
The Village Shop	1,760	\$ 85.00	\$ 90	\$ 100
Bavarian Inn	60,194	\$ 1,168.97	\$ 512	\$ 510
Clarion - Shepherdstown	159,072	\$ 3,089.18	\$ 1,875	\$ 1,710
St James Catholic Church	60,240	\$ 1,169.86	\$ 512	\$ 510
Maria's Taqueria	7,560	\$ 146.82	\$ 90	\$ 100
Taco Bell (Similar Size for Mom & Pop)	2,438	\$ 85.00	\$ 90	\$ 100
Board of Ed (Total All Parcels)	1,037,238	\$ 20,143.16		
<i>A school would have a similar size to Home Depot, Kohls or Martins</i>				
BOE Sep Parcel for TA Lowery Elem	69,354	\$ 1,346.85	\$ 1,875	\$ 1,710
BOE Sep Parcel for Hale Jr High	81,281	\$ 1,578.48	\$ 1,875	\$ 1,710
Casino Projections				
Casino Reg Rate	2,401,881	\$ 46,644.53	\$ 33,400	\$ 33,400
Casino Rate	2,401,881	\$ 34,995.41		

Impact of 3 tiers on a Warehouse/ Unoccupied Building:

Cold Stor RD (Winch Cold Stor) w/Reg Ra	221,530	\$ 4,302.11	\$ 1,875	\$ 1,710
Cold Stor RD (Winch Cold Stor) Warehouse	221,530	\$ 1,721.29	\$ 1,875	\$ 1,710
Cold Stor RD (Winch Cold Stor) if Vacant	221,530	\$ 1,075.53		
Jefferson Mini Storage w/Reg Rate	32,478	\$ 630.72	\$ 512	\$ 510
Jefferson Mini Storage Warehouse	32,478	\$ 252.35	\$ 512	\$ 510
Jefferson Mini Storage if Vacant	32,478	\$ 157.68		

Jefferson County Commission
Flat Fee by Range 05-31-2018

SF Range	Count	% of			Rate		Revenue		SF Ranges	
		Rate	tot SF	Revenue	Rate	Revenue	Rate	Revenue	Rate	Revenue
- to 5,000	527	\$ 85	7.6%	\$ 44,795	\$ 105.00	\$ 55,335	\$ 85.00	\$ 85.00	\$ 85.00	
5,001 to 6,000	76	\$ 85	2.5%	\$ 6,460	\$ 105.00	\$ 7,980	\$ 97.12	\$ 97.12	\$ 116.52	
6,001 to 7,000	57	\$ 90	2.2%	\$ 5,130	\$ 105.00	\$ 5,985	\$ 116.54	\$ 116.54	\$ 135.94	
7,001 to 8,000	34	\$ 110	1.5%	\$ 3,740	\$ 105.00	\$ 3,570	\$ 135.96	\$ 135.96	\$ 155.36	
8,001 to 9,000	38	\$ 120	1.9%	\$ 4,560	\$ 105.00	\$ 3,990	\$ 155.38	\$ 155.38	\$ 174.78	
9,001 to 10,000	34	\$ 140	1.9%	\$ 4,760	\$ 105.00	\$ 3,570	\$ 174.80	\$ 174.80	\$ 194.20	
Subtotal <10,000sf	766	Avg Rate \$ 105		\$ 69,445	Avg Rate \$ 105.00	\$ 80,430				
10,001 to 15,000	91	\$ 180	6.6%	\$ 16,380	\$ 210.00	\$ 19,110	\$ 194.22	\$ 194.22	\$ 291.30	
15,001 to 20,000	37	\$ 240	3.7%	\$ 8,880	\$ 210.00	\$ 7,770	\$ 291.32	\$ 291.32	\$ 388.40	
Subtotal 10,001 - 20,000sf	128	Avg Rate \$ 210		\$ 25,260	Avg Rate \$ 210.00	\$ 26,880				
20,001 to 25,000	27	\$ 330	3.6%	\$ 8,910	\$ 477.00	\$ 12,879	\$ 388.42	\$ 388.42	\$ 485.50	
25,001 to 35,000	36	\$ 420	6.2%	\$ 15,120	\$ 477.00	\$ 17,172	\$ 485.52	\$ 485.52	\$ 679.70	
35,001 to 65,000	49	\$ 680	13.7%	\$ 33,320	\$ 477.00	\$ 23,373	\$ 679.72	\$ 679.72	\$ 1,262.30	
Subtotal 20,001 - 65,000sf	112	Avg Rate \$ 477		\$ 57,350	Avg Rate \$ 477.00	\$ 53,424				
65,001 to 70,000	2	\$ 980	0.8%	\$ 1,960	\$ 2,013.00	\$ 4,026	\$ 1,262.32	\$ 1,262.32	\$ 1,359.40	
70,001 to 165,000	34	\$ 1,480	20.6%	\$ 50,320	\$ 2,013.00	\$ 68,442	\$ 1,359.42	\$ 1,359.42	\$ 3,204.30	
165,001 to 360,000	9	\$ 3,580	13.2%	\$ 32,220	\$ 2,013.00	\$ 18,117	\$ 3,204.32	\$ 3,204.32	\$ 6,991.20	
Subtotal 65,001 - 360,000sf	45	Avg Rate \$ 2,013		\$ 84,500	Avg Rate \$ 2,013.00	\$ 90,585				
360,001 to 10,000,000	1	\$ 33,440	13.8%	\$ 33,440	\$ 33,440.00	\$ 33,440	\$ 6,991.22	\$ 6,991.22	\$ 194,200.00	
Subtotal >360,000sf	1	Avg Rate \$ 33,440		\$ 33,440	Avg Rate \$ 33,440.00	\$ 33,440				
Totals	1,052			\$ 253,275		\$ 284,759				

Potential Payments based on 2014 sf estimates

	SF		
Home Depot	105,936	\$ 1,480.00	\$ 2,013
Asbury United Methodist Church	9,300	\$ 140.00	\$ 105
Boys & Girls Club	3,360	\$ 85.00	\$ 105
Jeff Sec Bank (Wash St Downtown	11,032	\$ 180.00	\$ 210
APU	174,531	\$ 3,580.00	\$ 2,013
Kohls	88,697	\$ 1,480.00	\$ 2,013
Dunkin Donuts	4,192	\$ 85.00	\$ 105
Panera	4,980	\$ 85.00	\$ 105
Weiss	95,073	\$ 1,480.00	\$ 2,013
Strip with Walmart	207,341	\$ 3,580.00	\$ 2,013
APU	19,512	\$ 240.00	\$ 210
McDonalds	3,983	\$ 85.00	\$ 105
Chick-Fil-A	4,348	\$ 85.00	\$ 105
Strip with Martins	132,839	\$ 1,480.00	\$ 2,013
Autozone	7,680	\$ 110.00	\$ 105
Payless/Mattress Strip	5,733	\$ 85.00	\$ 105
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The Village Shop	3,608	\$ 85.00	\$ 105
The Village Shop	1,760	\$ 85.00	\$ 105
Bavarian Inn	60,194	\$ 680.00	\$ 477
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Taco Bell (Similar Size for Mom & Pop)	2,438	\$ 85.00	\$ 105
Board of Ed (Total All Parcels)	1,037,238		
<i>A school would have a similar size to Home Depot, Kohls &</i>			
BOE Sep Parcel for TA Lowery Elem	69,354	\$ 1,480.00	\$ 2,013
BOE Sep Parcel for Hale Jr High	81,281	\$ 1,480.00	\$ 2,013
Casino Projections			
Casino Reg Rate	2,401,881	\$ 33,440.00	\$ 33,440
Casino Rate	2,401,881		
Impact of 3 tiers on a Warehouse/ Unoccupied Bt			
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Cold Stor RD (Winch Cold Stor) Warehouse	221,530	\$ 3,580.00	\$ 2,013
Cold Stor RD (Winch Cold Stor) if Vacant	221,530		
Jefferson Mini Storage w/Reg Rate	32,478	\$ 680.00	\$ 477
Jefferson Mini Storage Warehouse	32,478	\$ 680.00	\$ 477
Jefferson Mini Storage if Vacant	32,478		

**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.

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

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 ~~65~~ **(fivesix)** classifications.

For properties where the Assessor has available building square footage, ~~four-five (45)~~ rates are applicable. The **tiered flat rate** fee is ~~calculated-determined based on 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-fiveninety~~ **eighty-five** dollars (\$~~9085.00~~ **9085.00**) per non-residential ~~unit-parcel~~ per fiscal year. All properties with a total square footage less than ~~or equal to 105,000~~ square feet will pay the minimum payable fee of ~~\$9085~~ **\$9085**.

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

For properties with a total square footage of ~~510,001~~ sf or greater, the flat fee per parcel is calculated per 100 square foot determined as follows:

o CASINO RATE	\$1.457 / 100 sf
o WAREHOUSE RATE	\$0.777 / 100 sf
o VACANT >18 MOS	\$0.486 / 100 sf
o REGULAR RATE FOR ALL OTHER	\$1.942 / 100 sf
o 10,001 sf to 20,000 sf	\$200.00
o 20,001 sf to 65,000 sf	\$512.00
o 65,001 sf to 360,000 sf	\$1,875.00
o 360,001 sf or greater	\$33,400.00

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. In conjunction with JCESA's departmental reviews, a review of 911 Center CAD call data shall be performed regularly at a minimum of every 2 (two) to 3 (three) years. The fee may be adjusted based on this review of CAD call data to ensure that the fee being charged is commensurate with CAD usage data for each property type. 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 July 1, 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.

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

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.

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 6/7/2017

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

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

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

Please provide the County Commission with a description of your request or presentation, including any background information: Letter of credits used as security for construction bonds have either a January 15 or July 15 expiration date and are to be renewed thirty (30) days prior to the expiration date. The staff will call any letter of credits that have not been renewed prior to the July 15, 2018 expiration date.

Is this a funding request? Y/NO

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

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize Staff to call any Letter of Credits that are due that have not been renewed by the close of business on Friday, July 6, 2018.

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

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

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin, Director, Engineering, Planning and Zoning

Department or Organization: Office of Planning and Zoning

Estimation of amount of time needed for appointment: 15 Minutes

Date Requested – 1st Choice: June 7, 2018

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

Date Requested – 2nd Choice:

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

Appointment of Acting Zoning Administrator

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

As WV code §8A-8-9 state that the Board of Zoning Appeals has the right to hear, review and determine appeals from an order, requirement, decision or determination made by an administrative official charged with the enforcement of a zoning ordinance or rule and regulation adopted pursuant thereto, a Zoning Administrator is required to be appointed by the County Commission. This is a request to appoint Jennifer Brockman, County Planner, as Acting Zoning Administrator while Alexandra Beaulieu, Zoning Administrator, is on maternity leave in late summer 2018.

Is this a funding request? Y/N **If so, how much?** \$ **Provide exact financial impact/request:**

This temporary appointment will no impact on the Department's budget.

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

I move that Jennifer Brockman be appointed as the Acting Zoning Administrator during the time period that Alex Beaulieu is on maternity leave in late summer 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:

Email address: planningdepartment@jeffersoncountywv.org Phone Number: 304-728-3228

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 7, 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*): Complete release of the \$10,000.00 site stability bond/Tolling of Bond Agreement for Dan Ryan Builders West Virginia, LLC for the Quail Ridge Subdivision, Section II, Phase III, Lots 129-159.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the site stability bond/Tolling of Bond Agreement for Dan Ryan Builders West Virginia, LLC - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55) which is secured by Letter of Credit #70002906 with SunTrust Bank, Vienna, VA. The project is now fully bonded by Letter of Credit #7962921 from Summit Community Bank, Moorefield, WV in the amount of \$1,901,327.78.

Is this a funding request? Y/NO

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

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize a complete release of \$10,000.00 from Letter of Credit #70002906 with SunTrust Bank as security for the site stability bond/Tolling of Bond Agreement for Dan Ryan Builders West Virginia, LLC - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55).

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

Bond Release Letter

Site Location Map

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT
Josh Compton

VICE PRESIDENT
Caleb Wayne Hudson

COMMISSIONER
Patricia A. Noland

COMMISSIONER
Jane M. Tabb

COMMISSIONER
Peter W. Onoszko

June 7, 2018

Ms. Sandra Boxley, Vice President
SunTrust Bank

ATTN: Letter of Credit & Trade Service, GA ATL-3707
8330 Boone Blvd.

Suite 820
Vienna, Virginia 22182

RE: Irrevocable Letter of Credit #70002906 dated December 18, 2017 for Dan Ryan Builders West Virginia, LLC - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55).

Dear Ms. Boxley:

The Jefferson County Commission authorizes a complete release of \$10,000.00 from the site stability bond/Tolling of Bond Agreement for Dan Ryan Builders West Virginia, LLC – Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55). This project is located on the east side of Short Road-Road 9/19 adjacent to the Berkeley County line. Dan Ryan Builders, Inc. – Quail Ridge Subdivision, Section II, Phase III, Lots 123-139.

The new construction bond agreement is secured by Letter of Credit #7962921 with Summit Community Bank, Moorefield, WV in the amount of \$1,901,327.78.

In summary, you are hereby authorized to fully release the above referenced Irrevocable Letter of Credit, originally issued in the amount of \$10,000.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning at (304)-728-3257 if you have any questions.

Sincerely,

Josh Compton, President
Jefferson County Commission

JC:rfb

cc: Mr. Paul J. Raco
P.J. Raco Consulting LLC
P. O. Box 548
Charles Town, WV 25414

Department of Engineering, Planning & Zoning

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Shusher McDonald



ALPHA ASSOCIATES, INCORPORATED
 535 WEST WISCONSIN AVENUE, SUITE 200
 WASHINGTON, VA 22186
 Phone: 541-341-0001
 Fax: 541-341-0007
 Web: www.alphaassociates.com

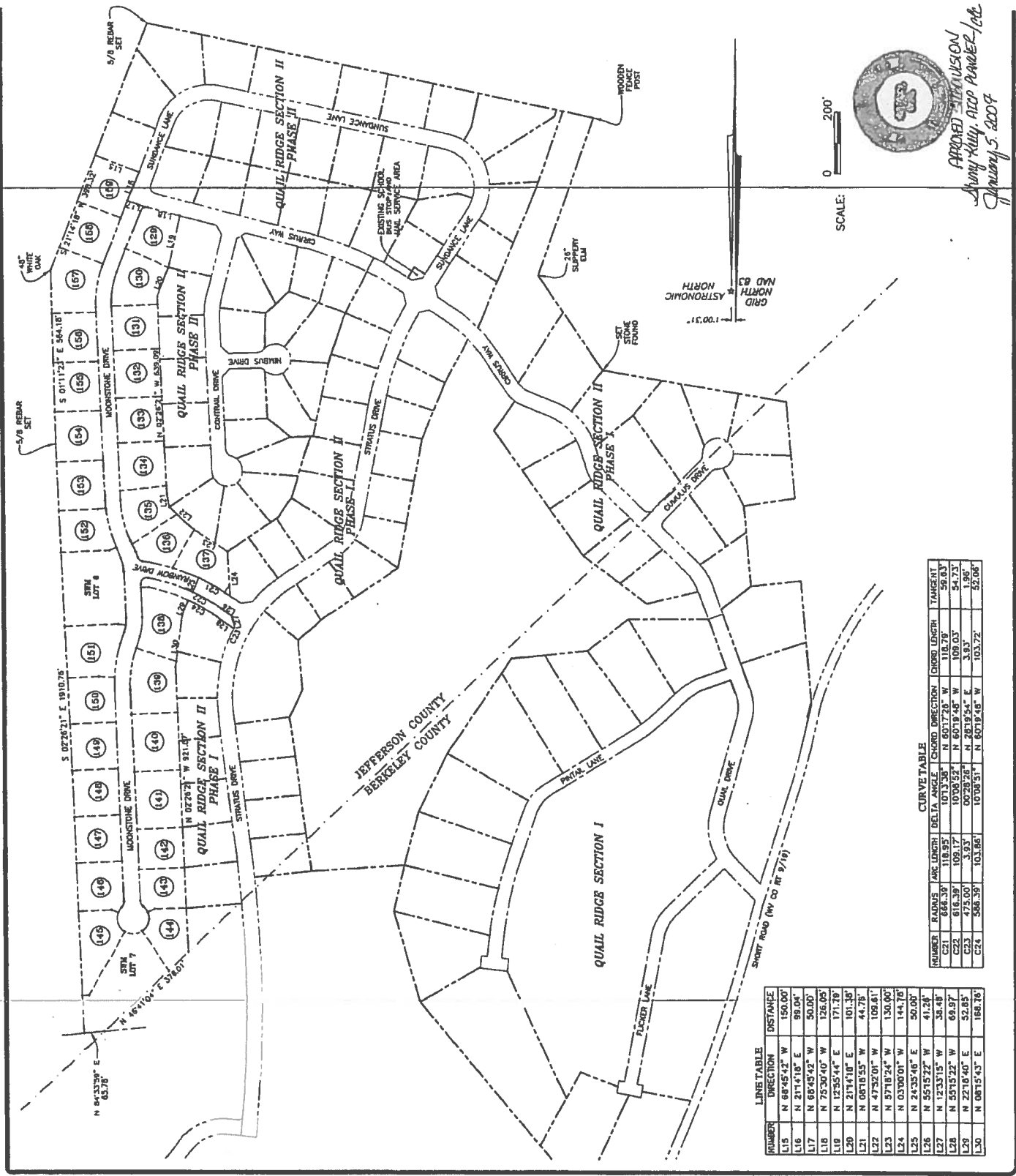
OWNER:
 MURRILL LIMITED PARTNERSHIP
 233 PEBBLECREEK DRIVE
 WASHINGTON, VA 22186
 (800) 698-1000

DEVELOPER:
 DAN RYAN BUILDERS
 60 THOMAS JOHNSON DRIVE
 WASHINGTON, VA 22170
 (301) 698-0200

NO.	DATE	REVISIONS
1	11/20/06	ISSUED FOR PERMITS
2	11/20/06	REVISIONS
3	11/20/06	REVISIONS
4	11/20/06	REVISIONS
5	11/20/06	REVISIONS
6	11/20/06	REVISIONS
7	11/20/06	REVISIONS
8	11/20/06	REVISIONS
9	11/20/06	REVISIONS
10	11/20/06	REVISIONS

QUAIL RIDGE SECTION II PHASE III OVERALL LAYOUT
 MIDDLEWAY DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 TM 2 PARCEL 1 DB: 542 PG. 77

DRN: DFB
 P.M.: RPP
 P.L.C.: RWK
 0410120.00 0410120.00
 DATE: September 2006
 SHEET NO.:
7 OF 7



SCALE: 0 200'



APPROVED: *Sherry Kay Rupp*
 Sherry Kay Rupp, P.E.
 January 5, 2007

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L15	N 68°45'42" W	150.00'
L16	N 211°4'18" E	99.04'
L17	N 68°45'42" W	50.00'
L18	N 75°30'40" W	126.05'
L19	N 12°35'44" E	171.19'
L20	N 211°10' E	101.18'
L21	N 08°16'55" W	44.78'
L22	N 47°32'01" W	109.41'
L23	N 57°18'24" W	130.00'
L24	N 03°00'01" W	144.76'
L25	N 24°33'46" E	50.00'
L26	N 55°15'22" W	41.24'
L27	N 12°33'15" W	38.48'
L28	N 55°15'22" W	68.97'
L29	N 22°18'40" E	52.85'
L30	N 08°19'43" E	168.18'

CURVATURE TABLE

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT
C21	686.39'	118.55'	101°3'36"	N 60°17'28" W	118.78'	56.83'
C22	616.39'	109.17'	100°8'52"	N 60°19'48" W	109.03'	54.73'
C23	473.00'	3.93'	02°28'28"	N 26°13'54" E	3.93'	3.76'
C24	586.39'	103.86'	100°8'51"	N 60°19'48" W	103.72'	52.08'

AGENDA REQUEST FORM
www.jeffersoncountywv.org



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

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

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

Date Requested – 1st Choice: **May 31, 2018**

Date Requested – 2nd Choice: **June 7, 2018**

Subject (*Wording to be placed on agenda*): **Approval to Advertise for Bids – Smith Mountain View Estates Site Work**

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

The Smith Mountain View Estates Subdivision is a ten lot subdivision located on Smith Road, off Route 340 near Rippon. The developer defaulted on the bond and completion of some of the site improvements.

The site work remaining generally involves the clearing of brush and debris from road ditch lines, grading and placement of gravel pavement on the subdivision roads, seeding & mulching of disturbed areas, installation of street signs and traffic control signs.

Bond funds in the amount of \$35,196.32 are being held in a bank escrow account at the Bank of Charles Town (account #xxxx7112). We are requesting approval to advertise for bids in order to hire a contractor to complete the work. The work will be paid for with funds from the bank escrow account (these are not tax dollars).

Is this a funding request? **No; escrowed bond funds will be utilized to pay for the work.**

If so, how much?

Motion Requested: **Yes**

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

Move to approve issuing an Advertisement for Bids for the purpose of hiring a contractor to complete the work required under the Smith Mountain View Estates Subdivision – Site Work Project (JCPC File No. 02-06).

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

- **Draft of Bid Documents, including the Advertisement for Bids**

If not attached, explain:

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

Contact information:

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

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



PROJECT

Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

Located on Smith Road off Route 340
South of the Community of Rippon
Jefferson County, West Virginia

OWNER

County Commission of Jefferson County
124 East Washington Street
Charles Town, WV 25414

Agent acting on behalf of the
Smith Mountain View Estates Subdivision Property Owners

PEPARED BY:

Jefferson County, West Virginia
Department of Engineering, Planning & Zoning
Office of Engineering
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257

May 31, 2018

Set No. _____

Smith Mountain View Estates Subdivision – Site Work Project
Located on Smith Road, off Route 340, South of Rippon, West Virginia.

Bid / Contract Documents
Table of Contents

1.	Advertisement for Bids	1 page
2.	Information for Bidders	2 pages
3.	Scope of Work.....	2 pages
3.	Bid Form.....	7 pages
4.	Certification of Receipt of Addenda	1 pages
5.	Bid Bond	2 pages
6.	Notice of Award	1 pages
7.	Payment Bond.....	2 pages
8.	Performance Bond.....	2 pages
9.	Agreement (with Terms & Conditions).....	13pages
10.	Notice to Proceed.....	1 page
11.	Change Order.....	1 page
12.	Preliminary Plat / Construction Drawings	7 sheets

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ADVERTISEMENT FOR BIDS

County Commission of Jefferson County, West Virginia Smith Mountain View Estates Subdivision – Site Work Project

The Jefferson County Commission is accepting sealed Bids on behalf of the lot owners within the Smith Mountain View Estates Subdivision for the completion of site work under Jefferson County Planning Commission File No. 02-06, which was left unfinished by the developer at the Smith Mountain View Estates Subdivision in Jefferson County, West Virginia. The project is located on Route 38, Smith Road, approximately ½ a mile east of the intersection of Route 28, Smith Rd, and Route 340, Berryville Pike on the left.

The scope of work generally involves the installation of stop signs, removal of brush & trees along roadway ditch lines, regrading and re-establishing ditch lines, placement of additional 3" depth of gravel stone course on existing gravel subdivision streets, and seeding and mulching all disturbed areas.

Plans and Specifications, and Information for Bidders may be examined or obtained from the Jefferson County Engineering Office at 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414, Phone 304-728-3257; or the documents can be viewed on the Jefferson County web page at www.jeffersoncountywv.org

Bids are due by 3:00 pm, Tuesday, July 10, 2018 at the Jefferson County Engineering Office, 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414.

INFORMATION FOR BIDDERS

**County Commission of Jefferson County, West Virginia
Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)**

INFORMATION FOR BIDDERS & BID PRICE SUBMISSION:

A mandatory pre-bid conference will be held on **Tuesday, June 26, 2018, at 10:00 A.M. (local prevailing time) on site? in the Jefferson County Commission meeting room,** located in the Charles Town Library, basement side entrance, at 200 East Washington Street, Charles Town, West Virginia.

Written Sealed Bids will be accepted until 3:00 p.m. (local prevailing time), **Tuesday, July 10, 2018,** in the Office of the Jefferson County Engineering Department, at 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414. Bids will then, at said time, be publicly opened and read aloud in the conference room of the Office of the Jefferson County Engineering Department. Failure to submit the written proposal before the deadline shall be due cause to reject the proposal.

All Bidders shall hold a current West Virginia Contractor's License on the proposal due date and shall be in good standing with the State of West Virginia.

The Jefferson County Commission, through the Jefferson County Engineering Office, is acting as the project Owner/agent for this project on behalf of the property owners of the Smith Mountain View Estates Subdivision. The successful Bidder/Contractor agrees to save and hold harmless, and protect the Jefferson County Commission, its agents and employees, and the Smith Mountain View Estates Property Owners from any and all liability resulting out of any acts or negligence by the Contractor in the completion of the work for this project.

Each Bid must be accompanied with a Bid Bond payable to the Jefferson County Commission, Owner, for five percent (5%) of the total bid amount. All Bid Bonds will be retained by the Owner until the Performance Bond and Payment Bond are executed by the successful bidder and approved by the Owner, at which time the Bid Bonds will be returned.

Within fifteen (15) days of receipt of the Notice of Award the Contractor shall provide to the Owner a Performance Bond and Payment Bond in an amount equal to one hundred percent (100%) of the bid price. The bonds will be retained by the Owner to ensure faithful performance of the contract. The party, to whom

the contract is awarded, will be required to execute the Agreement and obtain the Performance bond and Payment Bond within fifteen (15) calendar days of receipt of the Notice of Award.

The Bidder's price shall be submitted on the itemized bid form included in this Advertisement for Bids. The Bidder is advised that the work is being paid for with private funds held in an escrow by the Jefferson County Commission - no tax dollars will be spent on this work; therefore, the West Virginia prevailing wage rates do not apply.

The Bidder's Bid shall be for the scope of work outlined in this Advertisement for Bids packet, identified as Exhibit-A, and the Preliminary Plat / Construction Drawings. The Bid Form shall include the name of the Bidder, address, phone number, name of person authorized to submit the bid and the Bidder's signature, and the prices for the work.

The Bidder's proposal and bid price shall remain open for forty-five (45) calendar days from the proposal due date. The Jefferson County Commission and/or the Owner (Smith Mountain View Estates Subdivision HOA) reserve the right to waive any informality in the proposals and/or any formality in the proposal submission process; and the right to reject any or all proposals.

The Proposal and Bid Form shall be submitted in a sealed envelope with proper identification. The envelope shall be identified as:

Smith Mountain View Estates – Site Work Project Bid

The envelope shall be sealed and labeled with:

Bidder's Name
Mailing Address
Phone Number

The sealed envelope shall contain the following items:

1. The Bidder's Bid on the itemized bid form with the bid prices for completing the work.
2. List of West Virginia Licensed Subcontractors proposed for work on this project.
3. Copy of Bidder's current West Virginia contractor's license.
4. Bid Bond in the amount of Five Percent (5%) of the Grand Total of the Bid Amount.

SCOPE OF WORK
(Exhibit-A)

Smith Mountain View Estates Subdivision - Site Work Project
(JCPC File No. 02-06)
Jefferson County, West Virginia

1. Contractor shall provide all materials, labor, and equipment necessary for placement of sediment and erosion control measures as outlined on sheet 3 and 6 of the approved preliminary plat or as approved by the Land Development Inspector.
2. Contractor shall provide all materials, labor, and equipment necessary for removal and disposal all brush, trees and debris, etc. from the ditch lines of Sussex Lane, Sta 0+00 to Sta 6+50.
3. Contractor shall provide all materials, labor, and equipment necessary for removal and disposal all brush, trees, fence and debris, etc. from the ditch lines on Leed Court.
4. Contractor shall provide all materials, labor, and equipment necessary to excavate ditch line to a 4 to1 slope from the shoulder to the center of the ditch line; and a 2 to 1 back-slope from the center of ditch line to the existing grade, from Sta. 20+75 to 21+25, as shown on sheet 6 of the approved preliminary plat for Leed Road.
5. Contractor shall provide all materials, labor, and equipment necessary for the cleaning and preparation of the existing gravel roadways prior to the placement of the crush-of-run stone course paving on all subdivision streets; including the removal of any dirt, debris and vegetation within the existing stone pavement.
6. Contractor shall provide all materials, labor, and equipment necessary for the placement of the 3" depth by 18' wide course of compacted ¾" crush-of-run stone on Sussex Lane from Sta 0+00 to Sta 6+50, the entire length of Edward Castle Court, and the entire length of Leed Court. Stone shall be evenly graded and compacted with a steel drum roller.
7. Contractor shall provide all materials, labor, and equipment for the placement of three (3) 36-inch octagonal stop signs, for Sussex Lane, Edward Castle Court, and Leed Court, where they intersect with Route 28, Smith Road as shown on sheets 4, 5 and 6 of the approved preliminary plat. Stop signs and posts shall be in accordance with WVDOH specifications.
8. Contractor shall provide all materials, labor, and equipment necessary for placement of seed and mulch to any area where soil is disturbed. Seed and mulch shall be applied at the application rate specified on sheet 7 of the approved preliminary plat.

9. Contractor shall provide all materials, labor, and equipment necessary to remove all soil and brush at the inlet side of the roadway double-drainage culverts located at Station 2+20 along Sussex Lane; and then flush or clean the culvert to remove any sediment accumulation.
10. Contractor shall maintain traffic access throughout the subdivision during the construction period and provide all temporary traffic control necessary until the work is 100% complete; including but not limited to, traffic control signs, barricades, warning lights, flagmen, etc. All temporary traffic control devices shall be in accordance with West Virginia Division of Highways standards and specifications.
11. Contractor shall perform all work in accordance with the approved Preliminary Plat (Jefferson County Planning Commission File no. 02 - 06), all related permits, and all local, State and Federal laws and regulations.
12. Contractor shall provide all clean up and disposal of all trash and debris resulting from the contractor's work. All trash and debris shall be disposed of in accordance with all applicable laws and regulations
13. The Contractor shall provide vehicle and property damage liability insurance and WV Worker's Compensation Insurance. The Contractor shall provide to the Owner a certificate of liability insurance in the amount of one million dollars (\$1,000,000) and a copy of current West Virginia Workers' Compensation Insurance certificate showing the contractor to be in good standing with the State of West Virginia.
14. The Contractor shall hold a current West Virginia Contractor's License and shall be in good standing with the State of West Virginia. Contractor shall provide to the Owner a copy of the contractor's license issued by the West Virginia Contractor's Licensing Board.
15. Contractor shall complete all work within **Twenty-One (21) calendar days** of acceptance of the proposal and issuance of the "Notice-to-Proceed".
16. Contractor shall guarantee all work from defects in materials and/or workmanship for a period of one year from the date of completion of all work.
17. The Contractor agrees to save and hold harmless, and protect the Jefferson County Commission, its agents and employees, the Owner, and the Smith Mountain View Estates property owners from any and all liability resulting out of any acts or negligence by the Contractor in the completion of the work for this project.

Note: Agreement Terms & Conditions shall be as stated in the standard form of agreement attached to this Bid Packet

BID FORM
(Exhibit-B)

CONTRACT IDENTIFICATION:

Smith Mountain View Estates Subdivision – Site Work Project
(Located on Smith Road off of Route 340, south of Rippon, West Virginia)

THIS BID IS SUBMITTED TO:

County Commission of Jefferson County

c/o Jefferson County Engineering Office
116 East Washington Street, Suite 100
Charles Town, WV 25414
Attn: Chief County Engineer

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for Sixty days (60) after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and all Addenda. Bidder has acknowledged receipt of all Addenda on the "Certification of Receipt of Addenda" at the end of this Bid form.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

County Commission of Jefferson County
Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) All drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain

from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Bid Work associated with the Smith Mountain View Estates Subdivision – Site Work Project in accordance with the Contract Documents and Scope of Work, for the following ITEMIZED Bid price:

BID					
Smith Mountain View Estates Subdivision – Site Work <i>(Print or Type)</i>					
<i>Note: The cost of all permits, insurance, bonds, licenses, mobilization, de-mobilization, site preparation, clean-up and other incidentals shall be included in the bid prices for all the work.</i>					
Subdivision Street – Leed Court					
Item No.	Description	Unit	Unit Price	Quantity	Total Cost
1	Clear all brush, trash, debris, fence etc.	Lump Sum	\$	1	\$
2	Excavate and grade ditch lines	Linear Feet	\$	100	\$
3	¾" Crush-of-Run stone at 3" depth	Ton	\$	33	\$
4	Stop sign	Each	\$	1	\$
5	Seeding and Mulching	Sq.-Yards	\$	1,000	\$
6	Temporary Traffic Control for Subdivision Street	Lump Sum	\$	1	\$
				Subtotal =	\$

(Bid Sheet Continued Next Page)

Subdivision Street – Edward Castle Court					
Item No.	Description	Unit	Unit Price	Quantity	Total Cost
7	¾" Crush-of-Run stone at 3" depth	Ton	\$	84	\$
8	1 Stop sign	Each	\$	1	\$
9	Temporary Traffic Control for Subdivision Street	Lump Sum	\$	1	\$
Subtotal =					\$
Subdivision Street – Sussex Lane Sta 0+00 to Sta 6+50					
Item No.	Description	Unit	Unit Price	Quantity	Total Cost
10	Clear all brush, trash, debris etc.	Lump Sum	\$	1	\$
12	¾" Crush-of-Run stone at 3" depth	Ton	\$	180	\$
13	Stop sign	Each	\$	1	\$
14	Seeding and Mulching	Sq.-Yards	\$	10,800	\$
15	Temporary Traffic Control for Subdivision Streets	Lump Sum	\$	1	\$
16	Cleaning Out Culvert Pipe of brush and soil at station 2+20 Left of CL	Lump Sum	\$	1	\$
Subtotal =					\$
GRAND TOTAL BID FOR CONTRACT in Figures: \$ _____.					
Amount Written in Words: _____					
					Dollars
<i>In the event of a discrepancy between the amount in figures and the written amount, the written amount shall apply.</i>					

County Commission of Jefferson County
 Smith Mountain View Estates Subdivision – Site Work Project
 (JCPC File No. 02-06)

6.01 Bidder agrees that the Work will be completed within **Twenty-One (21)** calendar days after the date of Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

BIDDER NAME _____

SUBMITTED on _____, 2018

West Virginia Contractor License No. _____

If Bidder is an Individual:

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

If Bidder is a Partnership:

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

County Commission of Jefferson County
Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

If Bidder is a Corporation:

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

If Bidder is a Joint Venture:

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

(Remainder of Page Left Blank)

CERTIFICATION OF RECEIPT OF ADDENDA

County Commission of Jefferson County
Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

In submitting this Bid, bidder represents, as more fully set forth in the Agreement, that:

Bidder has examined copies of all the Contract Documents, specifications and the following Addenda, if any were issued:

Addendum Date

Addendum Number

<u>Addendum Date</u>	<u>Addendum Number</u>

Signature

Date

Name and Title of Signer
(Please type)

Company Name

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

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

BID

BID DUE DATE: **Tuesday, July 10, 2018**
PROJECT (Brief Description Including Location):

Smith Mountain View Estates Subdivision – Site Work Project
Smith Road, ½ mile east of Route 340, south of Rippon, Jefferson County, West Virginia.

BOND

BOND NUMBER: _____
DATE (Not later than Bid due date): _____
PENAL SUM: _____ (Words) \$ _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

(Seal)
Bidder's Name and Corporate Seal
By: _____
Signature and Title
Attest: _____
Signature and Title

SURETY

(Seal)
Surety's Name and Corporate Seal
By: _____
Signature and Title
(Attach Power of Attorney)
Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
(3) Must be countersigned by a West Virginia agent.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

NOTICE OF AWARD

TO: _____

PROJECT NAME: **Smith Mountain View Estates Subdivision – Site Work Project**
Located on Smith Road, ½ mile east of Route 340, south of Rippon,
Jefferson County, West Virginia.

The OWNER: Jefferson County Commission, West Virginia, has considered the BID submitted by you for the above project in response to the OWNER'S Advertisement for Bids dated **May 31, 2018**, and the Information for Bidders.

Your are hereby notified that your BID is accepted in the amount of
\$ _____

Two copies of the proposed Contract Documents (except drawings) accompany this Notice of Award. Two Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to the OWNER four fully executed sets of the AGREEMENT. (Each copy of the Agreement must bear your original signature).
2. Deliver with the executed AGREEMENT the Contract security (Bonds) as specified in the Instructions to Bidders.

You are required to return an acknowledged copy of this Notice of Award to the:

c/o Jefferson County Commission
The Jefferson County Engineering Department
P.O. Box 718
116 East Washington Street, Suite 100
Charles Town, WV 25414

Attn: Chief County Engineer

Notice of Award dated this _____ day of _____ 2018

Jefferson County Commission, West Virginia (OWNER)

By: _____
Josh Compton, President

RECEIPT OF NOTICE OF AWARD

Receipt of this Notice of Award is hereby acknowledged.

By: _____

Print Name: _____ Title: _____

This _____ Day of _____, 2018

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Contractor Name: _____

Owner Name: County Commission of Jefferson County

Address: _____

Address: 124 East Washington Street

Charles Town, WV 25414

Surety Name: _____

Address of Principal Place of Business: _____

Contract Date: _____

Contract Amount: _____

Contract Name: Smith Mountain View Estates Subdivision – Site Work Project (JCPC File No. 02-06)

Contract Location: Smith Road, 1/2 mile east of Route 340, south of Rippon, in Jefferson County, West Virginia.

Bond Date: (Not earlier than contract date.) _____

Amount: \$ _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____
(Attach Power of Attorney)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the OWNER from all claims demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contact with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contact with the CONTRACTOR:
 - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim, stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf or, otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph

are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER, or the CONTRACTOR, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

AGREEMENT

Smith Mountain View Estates Subdivision – Site Work Project (JCPC File No. 02-06)

THIS AGREEMENT is by and between Jefferson County Commission
(on behalf of the Smith Mountain View Estates Subdivision – Property Owners) (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Scope of Work (attached as Exhibit-A) and the Contract Documents. The Work is generally described as follows:

The Scope of Work generally involves the placement of stop signs; removal of brush, trash and debris within the road rights-of-way from ditchline to ditchline and removal of vegetation from the gravel road pavement surface; grading of ditchlines; placement, grading and compaction of 3” depth gravel pavement course on all subdivision streets; seeding & mulching of disturbed areas and clean up.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under this Agreement may be the whole or only a part is generally described as follows:

Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

ARTICLE 3 – PROJECT MANAGER & OWNER’S REPRESENTATIVE

3.01 The Project Manager and Owner’s Representative is the Jefferson County Engineering Department, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority to act on the Owner’s behalf in connection with the completion of the Scope of Work and in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. The time limit for completing the work is Twenty-One (21) calendar days from the date when the Notice to Proceed is delivered to the Contractor. All time limits for completion and

readiness for final payment are of the essence of this Agreement. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

4.02 *Days to Achieve Completion and Final Payment*

- A. The Work shall be completed and ready for final payment within Twenty-One (21) calendar days after the date when the Notice to Proceed is delivered to the Contractor. The time limit shall only be extended by issuance of a Change Order issued by the Owner.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer additional contract administration costs and financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed by the Project Manager. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$150.00 for each day that expires after the time specified in Paragraph 4.01 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 *Measurement & Payment*

- A. Owner shall pay Contractor for completion of all Work in accordance with the actual quantities of work measured and verified by the Project Manager and at the unit prices stated in Contractor's Bid, attached hereto as an Exhibit - B.
- B. Contractor recognizes that the bid quantities are estimates and that the actual quantities of work required may vary from the bid quantities.
- C. Contractor shall provide, as the work progresses, certified weight/scale tickets to verify quantities of work paid for on a weight unit price basis (i.e., tons of asphalt paving, tons of stone, etc.).
- D. Contractor shall provide a means for determining and verifying the actual quantity of work installed, for work paid for on a volume unit price basis (i.e., beginning & ending gage readings for gallons of asphalt tack coat, etc.).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment may be submitted by the Contractor on the 15th and 30th of each month. Contractor shall submit Applications for Payment to the Project Manager for review and processing. The Application for Payment shall be only for actual work installed. The Application for Payment shall be in a format acceptable to the Project Manager. The Project

Manager shall review the Application for Payment and verify the quantities of work installed. Terms for payment shall be net 30 days from receipt of a satisfactory and approved Application for Payment.

6.02 *Final Payment, Release of Liens & Warranty Period*

- A. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price as recommended by the Project Manager, in accordance with Paragraph 6.01.A above.
- B. The final Application for Payment shall be accompanied by:
 - a. consent of the surety (issuer of the performance & payment bonds), if any, to final payment; and
 - b. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- C. Contractor warrants and guarantees to Owner, for a period of one year, that all Work will be in accordance with the Contract Documents and will not be defective. The Contractor's one-year warranty period on all the work shall begin from the date of approval of final payment.

6.03 *Interest*

- A. All moneys not paid when due as provided in Article 6, shall bear no interest.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given the Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 13, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. Preliminary Plat Drawings & Specifications consisting of 7 sheets with each sheet bearing the following general title: Lots 1-10(Residue), Smith Mountain View Estates, more specifically sheets no. 4, 5, 6, & 7; all of record approved by the Jefferson County Planning Commission (available for review in JCPC file no. 02-06).
 - 5. Addenda (numbers 0 to 0, inclusive).
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Scope of Work (Exhibit-A; pages 1 to 2 inclusive).
 - b. Contractor's Bid (Exhibit-B; pages 1 to 7, inclusive).
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented in writing and upon agreement between the Owner and Contractor.

ARTICLE 9 – CONTRACT CHANGES

9.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner's Project Manager.

9.03 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner's Project Manager.

ARTICLE 10 – DEFINITIONS AND TERMINOLOGY

10.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.
 1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Project Manager which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—The individual or entity who submits a Bid directly to Owner.
6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
8. *Change Order*—A document recommended by the Project Manager which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
9. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
10. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
11. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
12. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Project Manager's written recommendation of final payment.
13. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
14. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
15. *Field Order*—A written order issued by the Project Manager which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
16. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
18. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
19. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
20. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
21. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
22. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
23. *Project Manager*—The Jefferson County Engineering Department.
24. *Resident Project Representative*—The authorized representative of the Project Manager who may be assigned to the Site or any part thereof.
25. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
26. *Site*—The place or location at which the work under this contract is to occur.
27. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
28. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
29. *Unit Price Work*—Work to be paid for on the basis of unit prices.
30. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
31. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by the Project Manager

ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 11 – BONDS & INSURANCE

11.01 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

11.02 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 11.02.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 11.01 and 11.02.B.

11.03 *Certificates of Insurance*

- A. Before any work at the Site begins, the Contractor shall deliver to Owner, with copies to each additional insured and loss payee certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

11.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained.
- B. The limits of liability for the insurance required by paragraph A, of Section 11.03, above, shall provide coverage for not less than the following amounts or greater where required by Laws & Regulations:

Worker's Compensation:

- | | | |
|-----|-----------------------|-------------|
| (1) | State: | Statutory |
| (2) | Applicable Federal: | Statutory |
| (3) | Employer's Liability: | \$1,000,000 |

Comprehensive General Liability:

- | | | |
|-----|---|-----------------|
| (1) | Bodily Injury (including complete operations and products liability): | |
| | \$1,000,000 | Each Person |
| | \$2,000,000 | Each Occurrence |

- (2) Property Damage:

\$500,000	Each Occurrence
\$1,000,000	Annual Aggregate

Property Damage liability insurance shall provide Explosion, Collapse, and Underground coverage.

Comprehensive Automobile Liability:

- (1) Bodily Injury:

\$500,000	Each Person
\$1,000,000	Each Occurrence
- (2) Property Damage:

\$500,000	Each Occurrence
-----------	-----------------

 Or a combined single limit of \$1,000,000.

- C. Primary Insurance - Contractor's insurance policies shall always be primary coverage as respects any insurance maintained by Owner and Engineer.
- D. Notice of Cancellation - all policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to the Owner in the event of cancellation or material change in the policies.

ARTICLE 12 - INDEMNIFICATION

12.01 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the board members, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

ARTICLE 13 – MISCELLANEOUS

13.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.02 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.03 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.04 *Contract Jurisdiction*

A. This Agreement shall be binding under the laws of the State of West Virginia. In the event of a dispute between the Owner and the Contractor, the Courts of the State of West Virginia shall have jurisdiction over the matter.

13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

13.06 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday between the hours of 7 AM to 5 PM, Eastern Standard Time. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Owner's Project Manager.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on **August 15, 2018** (which is the Effective Date of the Agreement).

NOTE TO CONTRACTOR

The Effective Date of the Agreement and the dates of any Construction Performance Bond and Construction Payment Bond should be the same, if possible. In no case may the date of any bonds be earlier than the Effective Date of the Agreement.

OWNER:

County Commission of Jefferson County
(on behalf of the Mountain View Estates
Subdivision Property Owners)

By: _____
Title: Josh Compton, President

Attest: _____

Title: _____

Address for giving notices:
Jefferson County Engineering Office
116 East Washington Street, Suite 100
Charles Town, WV 25414

Attn: Roger Goodwin, Chief County Engineer

CONTRACTOR

By: _____
Title: _____
(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority
to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence
of authority to sign this Agreement.)

NOTICE TO PROCEED

Dated _____, 2018

TO: _____

PROJECT NAME: Smith Mountain View Estates Subdivision – Site Work Project
Located on Smith Road, ½ mile east of Route 340, south of Rippon,
Jefferson County, West Virginia.

You are notified that the contract time under the above contract will commence to run on _____, 2018. By that date, you are to start performing your obligations under the Contract Agreement. The date of completion is _____, 2018.

Before you may start any Work at the Site you must deliver acceptable Certificates of Insurance to the Owner.

By: County Commission of Jefferson County
Owner

Josh Compton, President

(Use Certified Mail, Return Receipt Requested)

Jefferson County Commission
C/O
The Jefferson County Engineering Office
116 East Washington Street, Suite 100
Charles Town, WV 25414

Attn: Chief County Engineer

CHANGE ORDER

Change Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **Smith Mountain View Estates Subdivision – Site Work Project**
(JCPC File No. 02-06)

OWNER: County Commission of Jefferson County
124 East Washington Street, Charles Town, WV 25414

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT PRICE:

Original Contract Price \$ _____

Current Contract Price adjusted by previous CHANGE ORDERS \$ _____

The CONTRACT PRICE due to this change order will be
(increased) (decreased) by: \$ _____

The new CONTACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals:

Requested by: _____ Date _____
(Contractor)

Recommended by: _____ Date _____
(Jefferson County Chief Engineer)

Accepted by: _____ Date _____
(County Commission of Jefferson County)

PRELIMINARY PLAT LOTS 1-10 (RESIDUE) SMITH MOUNTAIN VIEW ESTATES

SITUATED ON THE NORTHERLY SIDE OF WEST VIRGINIA ROUTE 38, APPROXIMATELY 1000' EAST
OF US ROUTE 340 INTERSECTION

KABLETOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
DEED BOOK 619 PAGE 310 TAX MAP 20 PARCEL 7



Plans Not To Scale

- A. THE DEVELOPER SHALL REQUEST THE COUNTY ENGINEER INSPECTIONS AS HOURS IN ADVANCE WHEREVER POSSIBLE (CALL 726-3229). INSPECTIONS SHALL BE REQUESTED ACCORDING TO THE TABLE OF MILESTONES BELOW. DATE INSPECTED INSPECTOR'S INITIALS
1. INSTALLATION OF SEDIMENT CONTROL DEVICES **
 2. COMPLETION OF UNDERGROUND UTILITY INSTALLATIONS **
 3. COMPLETION OF GRADING FOR ROADS AND PARKING LOTS **
 4. COMPLETION OF BASE STONE INSTALLATION **
 5. COMPLETION OF FINAL GRADING
 6. COMPLETION OF STORMWATER MANAGEMENT ROUGH GRADING
 7. COMPLETION OF STORM WATER MANAGEMENT DETAILS
- ** - MUST BE INSPECTED PRIOR TO ANY OTHER WORK
*** - MUST BE INSPECTED PRIOR TO BEING COVERED
- B. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO PERFORMING ANY SIGNIFICANT EARTH DISTURBING ACTIVITIES.
- C. FARTHWORK SHALL BE COMPACTED TO THE PERCENTAGES OF MAXIMUM DRY DENSITY (ACCORDING TO ASTM D 1557) AS SHOWN BELOW:
- a. HIGHWAYS 95%
 - b. BUILDING PADS 100%
 - c. PARKING LOTS FOR 95%
 - d. PARKING LOTS FOR PASSENGER VEHICLES 95%
 - e. PARKING LOTS FOR HEAVY TRUCKS 90%
 - f. UTILITY TRENCHES 90%
- D. CHANGES OR REVISIONS TO THE CONSTRUCTION PLANS AND SPECIFICATIONS SHALL NOT BE MADE UNLESS FIRST APPROVED BY THE COUNTY ENGINEER AND OTHER APPROPRIATE AGENCIES.
- E. TRAFFIC CONTROL SIGNS SHALL COMPLY WITH THE STANDARDS OF THE WEST VIRGINIA DEPARTMENT OF HIGHWAYS.
- F. THE FOLLOWING VARIANCES HAVE BEEN APPROVED BY THE JEFFERSON COUNTY PLANNING COMMISSION: DEVIATION FROM THE REQUIREMENTS OF SECTION 8.2.A.1. DATE APPROVED MARCH 12, 2002

- NOTES:
1. NO CHANGES SHALL BE MADE IN THE CONTOUR OF THE LAND, AND NO GRADING, EXCAVATING, REMOVAL OF TOPSOIL, TREES OR OTHER VEGETATIVE COVER SHALL BE COMPLETED, UNTIL A PLAN FOR MINIMIZING EROSION AND SEDIMENT AND FOR THE STABILIZING DISTURBED AREAS HAS BEEN REVIEWED AND APPROVED BY THE COUNTY ENGINEER AND UNTIL A SUBVERSION HAS BEEN RECORDED AND BONDED.
 2. ZONING: RURAL DISTRICT
 3. MINIMUM BUILDING SETBACKS:
FROM - 10'
SIDE - 50'
REAR - 50'
100' VEGETATIVE BUFFER ON LOTS 1,2,4,5,7-10
THESE SETBACKS ARE SUBJECT TO THE EXCEPTIONS NOTED IN ARTICLE 8 OF THE ZONING ORDINANCE
 4. SEVENTY-TWO(72) HOURS PRIOR TO EXCAVATION IN PUBLIC RIGHTS-OF-WAYS OR IN AREAS SERVED BY UNDERGROUND UTILITIES, CALL MISS UTILITY 1-800-245-4848.
 5. THERE ARE NO OFF-SITE STRUCTURES NEAR OUTFALLS.
 6. TOPOGRAPHY IS BASED ON FIELD RUN TOPO BY ED JOHNSON & ASSOCIATES, INC. AND ARE BASED ON A GPS NAVIGATED POSITION APPROXIMATELY 1995 DATA.
 7. THERE ARE NO FIRE HYDRANTS LOCATED WITHIN PROXIMITY OF THIS SITE.
 8. PROPERTY DOES NOT LIE IN A 100-YEAR FLOOD PLAIN AND LIES IN ZONE C OF FIRM COMMUNITY PANEL NUMBER 54005 D005 B, EFFECTIVE OCTOBER 15, 1999.
 9. SITE CONDITIONS - SITE IS GENERALLY OPEN CROP LAND WITH SOME TREE ROCK OUTCROPS.
 10. THERE ARE NO EXISTING ENCUMBRANCES.
 11. A DRAINAGE EASEMENT IS GRANTED TO THE APPROPRIATE UTILITY COMPANY IN ALL SUBDIVISION ACCESS EASEMENTS FOR THE PURPOSE OF MAINTENANCE AND PLUMBING, WATER, SEWER, GAS, AND TELEPHONE. ADDITIONALLY, EACH LOT SHALL HAVE A 10' WIDE DRAINAGE AND UTILITY EASEMENT NEAR ALL LOT LINES.
 12. ALL WATER WELLS ARE TO BE PERMANENTLY SEaled.
 13. COMPATIBLE WITH THE COMMUNITY EASEMENT STATEMENT, THERE ARE NO WETLANDS AND THIS PLAT.

#08-06
RECEIVED
DEC 18 2002
JEFFERSON COUNTY
PLANNING COMMISSION

NOTE: THE PUBLIC SERVICE DISTRICT MAY REQUIRE A LOOK-UP TO A CABLETOWN WATER DISTRIBUTION SYSTEM WHEN 4" IT IS FEASIBLE AVAILABLE.

SURVEYOR'S CERTIFICATE:
I, EDWARD L. JOHNSON, JR., DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED BY THIS SITE PLAN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS BASED ON A FIELD SURVEY WITH A RELATIVE ERROR OF CLOSURE EXCEEDING 1:7500.

EDWARD L. JOHNSON JR.
PROFESSIONAL SURVEYOR #066

OWNER'S CERTIFICATE:
THE DEVELOPER, IN SIGNING THIS PLAT, AGREES TO ABIDE BY ALL CONDITIONS, TERMS AND SPECIFICATIONS PROVIDED HEREON.

OWNER:
ROBERT SMITH, III
2256 ISLAND COVE CIRCLE
MAPLES, FLORIDA 34109
(841)543-9220

DEVELOPER:
HAMPTON HOMES, LLC
DESPINDER SMITH, PRESIDENT
P.O. BOX 248
CHARLES TOWN, WV 25414
(304)728-9977

SHEET INDEX:
1. COVER SHEET
2. PRELIMINARY PLAT
3. GRADING AND SEDIMENT/EROSION PLAN
4. SEE ROAD PLAN & PROFILE
5. MISCELLANEOUS NOTES & DETAILS



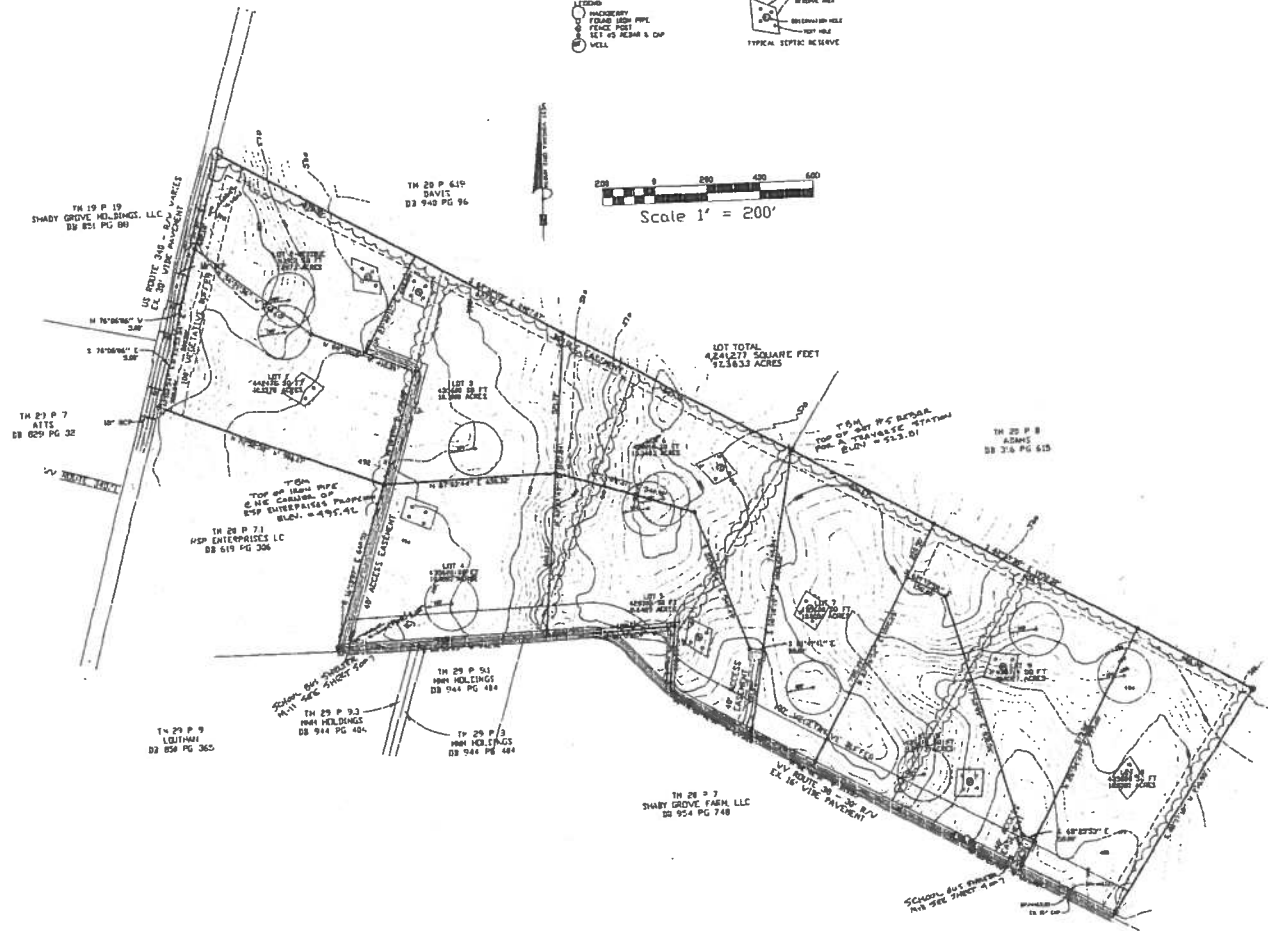
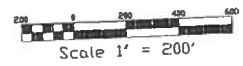
REVISIONS		
NO.	DESCRIPTION	DATE
1	REV. PER COUNTY COMMENTS	8-12-02

COVER SHEET
LOTS 1-10 (RESIDUE)
SMITH MOUNTAIN VIEW ESTATES
KABLETOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
SCALE AS SHOWN MAY 28, 2002

ED JOHNSON & ASSOCIATES, INC.
LAND SURVEYORS
331 NORTH GEORGE STREET
P.O. BOX 1277
CHARLES TOWN, WEST VIRGINIA 25414
(304) 725-7244

SHEET 1 OF 7

LEGEND
 ○ MANDATORY
 ○ TYPICAL
 ○ FENCE POST
 ○ SET 45° BEAR & CH
 ○ WELL
 ○ B.M. 11
 ○ B.M. 12
 ○ B.M. 13
 ○ B.M. 14
 ○ B.M. 15
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 ○ B.M. 67
 ○ B.M. 68
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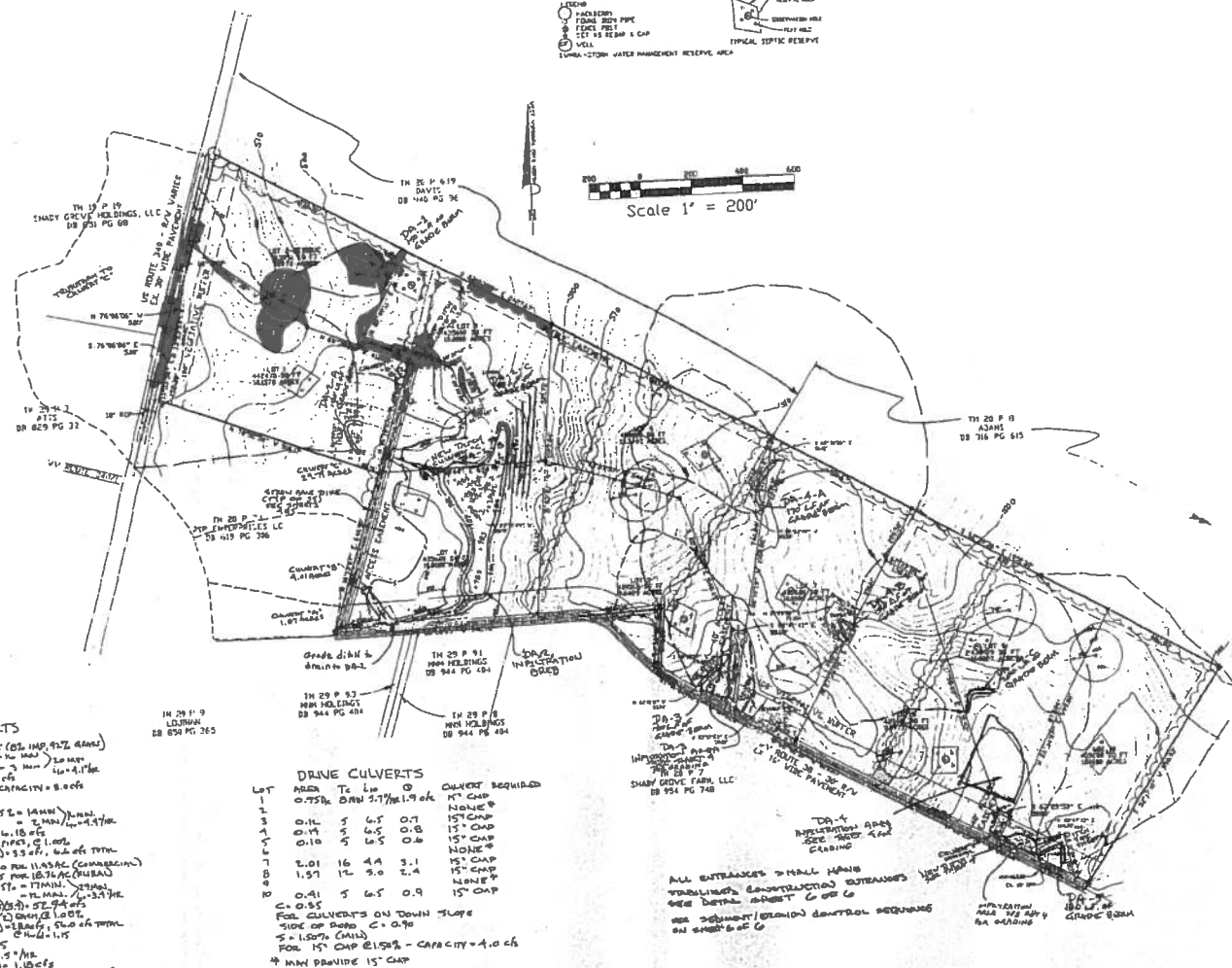
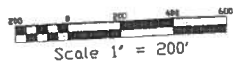


- NOTES:
1. THE ACCESS EASEMENTS SERVING LOTS 1-4, 6, 8 & 9 WILL BE A DRIVE-ROAD SECTION. ALL ACCESS ROADS WILL BE CONSTRUCTED IN COMPLIANCE WITH THE "TYPICAL SECTION", SHEET 8.
 2. LOT 2-RESIDUE WILL BE USED FOR A MODEL HOME.
 3. A MODEL HOME SIGN WILL BE LOCATED AT THE ENTRANCE OFF OF ROUTE 38 TO LOT 2.
 4. TOTAL PARCEL AREA = 923,633 SQUARE FEET UNDER SECTION 57/48 - ONE THREE-HOUR LOT/10 ACRES OR 9 LOTS + RESIDUE. TOTAL THIS PLAT IS 9 LOTS + RESIDUE.
 5. SETBACKS: 100' FRONT, 50' SIDES AND REAR.

NOTES:
 WV ROUTE 38 HAS EXISTING DITCHES (6" TO 12" DEEP) ALONG BOTH SIDES, AND ONE CULVERT, AT FRONT OF LOT 10.

PRELIMINARY PLAT SHIRY HIGHLAND VIEW ESTATES KABLETOWN DISTRICT JEFFERSON COUNTY, WEST VIRGINIA SCALE: 1" = 200' JULY 20, 2008	
ED JOHNSON & ASSOCIATES, INC. LAND SURVEYORS 331 NORTH GEORGE STREET P.O. BOX 1277 CHARLES TOWN, WEST VIRGINIA 25414 (304) 725-7784	
SHEET 2 OF 7	

- LEGEND
- 1. PAVEMENT
 - 2. 15" DIA. 20' PIPE
 - 3. 15" DIA. 20' PIPE WITH 15" DIA. CAP
 - 4. WALL
 - 5. TYPICAL TYPIC RETENUE
1. TYPICAL WATER MANAGEMENT RESERVE AREA



ROAD CULVERTS

CULVERT "A": A = 1.07 AC, C = 0.55 (5% IMP. 95% GRASS)
 $T_c = 1.00 \times 0.55 \times 1.1 = 0.60$ MIN
 $Q = 1.49 (1.49) \times 1.1 = 1.64$ CFS
 SOL.F. OF 15" CAP @ 0.50% CHAINING = 8.00 FT

CULVERT "B": A = 4.41 AC, C = 0.55 (5% IMP. 95% GRASS)
 $T_c = 1.00 \times 0.55 \times 1.1 = 0.60$ MIN
 $Q = 1.49 (1.49) \times 1.1 = 1.64$ CFS
 SOL.F. OF 15" CAP @ 0.50% CHAINING = 8.00 FT

CULVERT "C": A = 19.79 AC, C = 0.55 (5% IMP. 95% GRASS)
 $T_c = 1.00 \times 0.55 \times 1.1 = 0.60$ MIN
 $Q = 1.49 (1.49) \times 1.1 = 1.64$ CFS
 SOL.F. OF 15" CAP @ 0.50% CHAINING = 8.00 FT

CULVERT "D": A = 0.52 AC, C = 0.55 (5% IMP. 95% GRASS)
 $T_c = 1.00 \times 0.55 \times 1.1 = 0.60$ MIN
 $Q = 1.49 (1.49) \times 1.1 = 1.64$ CFS
 SOL.F. OF 15" CAP @ 0.50% CHAINING = 8.00 FT

CULVERT "E": A = 1.07 AC, C = 0.55 (5% IMP. 95% GRASS)
 $T_c = 1.00 \times 0.55 \times 1.1 = 0.60$ MIN
 $Q = 1.49 (1.49) \times 1.1 = 1.64$ CFS
 SOL.F. OF 15" CAP @ 0.50% CHAINING = 8.00 FT

DITCH - "A" & "B" TO LOW 1' WIDE BOTTOM, ALL SIDE SLOPES (MAX)
 "C" TO "DA" - L-B 3' WIDE BOTTOM, ALL SIDE SLOPES
 "D" TO "DA" - L-C VEE DITCH, ALL SIDE SLOPES
 "E" TO "DA" - VEE DITCH, ALL SIDE SLOPES (MAX)

DRIVE CULVERTS

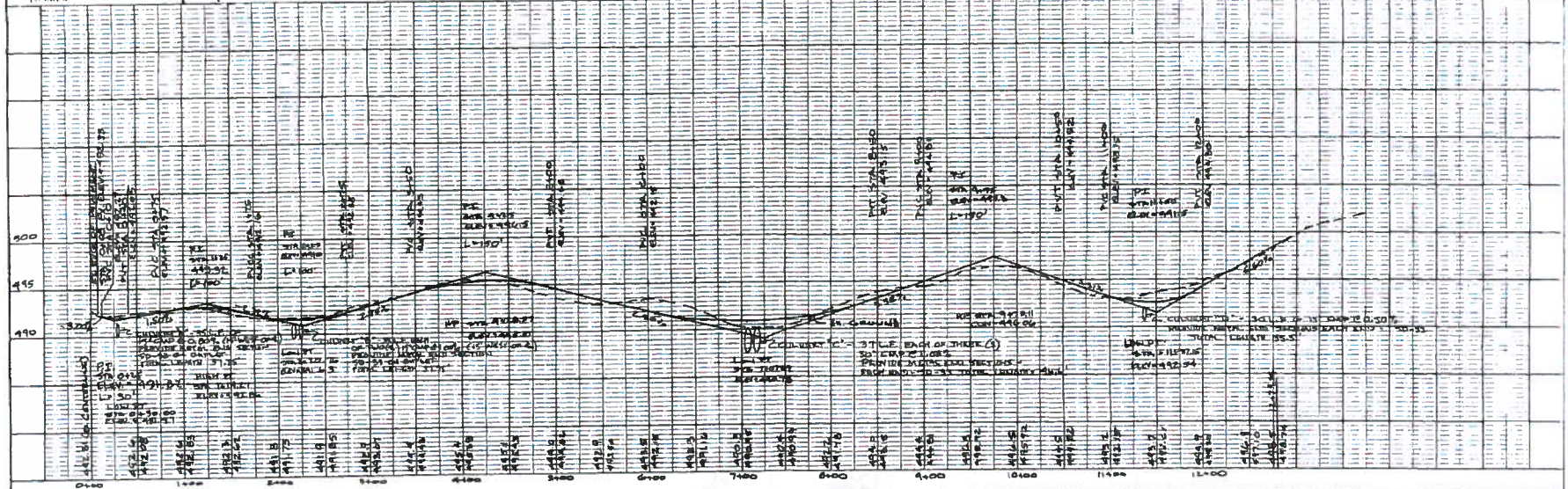
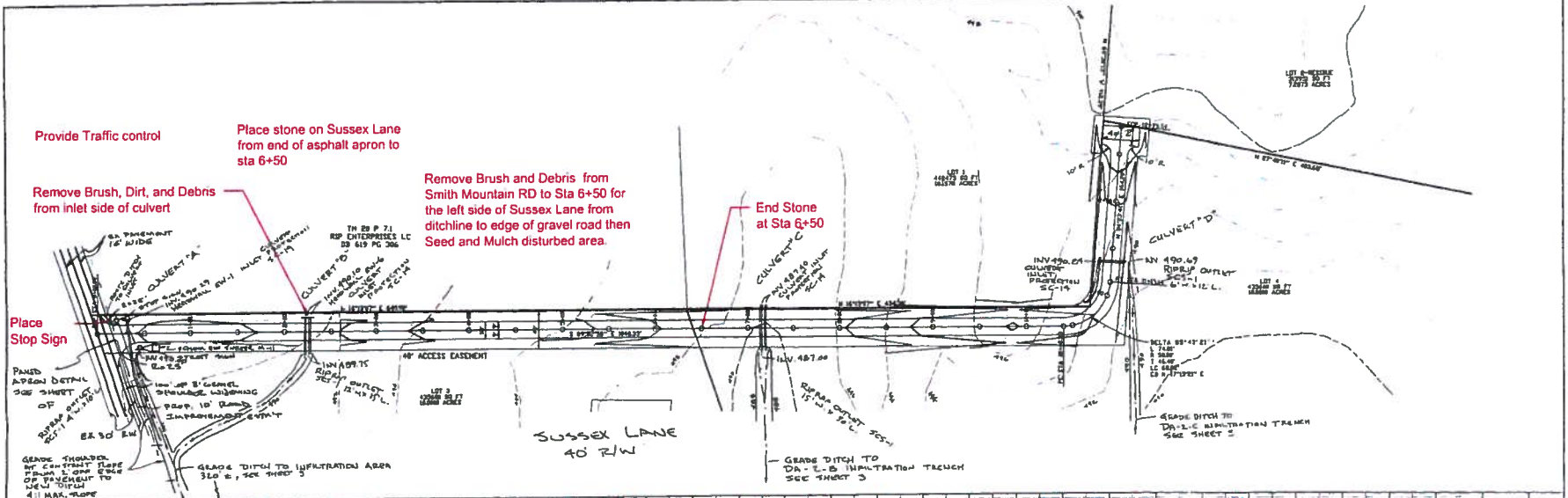
LOT	AREA	T _c	L _W	Q	CULVERT REQUIRED
1	0.75%	0.41	1.7	1.9	15" CAP
2	0.11	5	4.5	0.7	NOISE
3	0.19	5	4.5	0.8	15" CAP
4	0.10	5	4.5	0.8	15" CAP
5	0.10	5	4.5	0.8	NOISE
6	1.01	16	4.4	3.1	15" CAP
7	1.57	17	5.0	2.4	15" CAP
8	0.41	5	4.5	0.9	15" CAP

C = 0.55
 FOR CULVERTS ON DOWN SLOPE
 SIDE OF ROAD C = 0.70
 S = 1.50% (MIN)
 FOR 15" CAP @ 1.50% - CAPACITY = 4.0 CFS
 4 MIN PROVIDE 15" CAP

ALL ENTRANCES TO HALL MAINS
 VERMILION CONSTRUCTION DISTANCES
 SEE DETAIL SHEET C OF C
 SEE DETAIL SHEET D OF C
 SEE DETAIL SHEET E OF C

ITOM WATER MANAGEMENT AND SEDIMENT/EROSION CONTROL,
 SMITH MOUNTAIN VIEW ESTATES
 FABLETOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE 1" = 200' JUL 10, 2002

ED JOHNSON & ASSOCIATES, INC.
 LAND SURVEYORS
 331 NORTH GEORGE STREET
 P.O. BOX 1277
 CHARLES TOWN, WEST VIRGINIA 25414
 (304) 725-7764

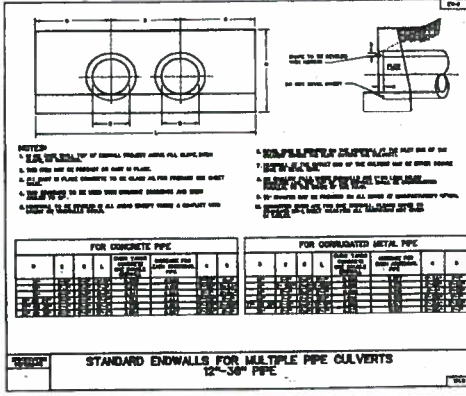
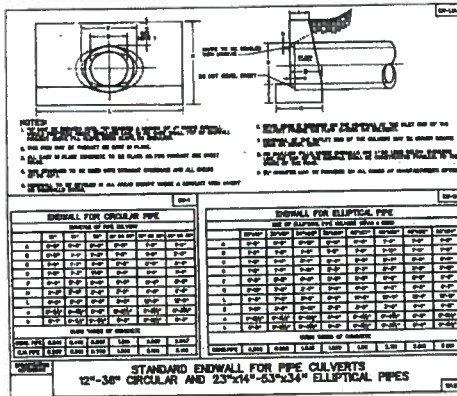


NO.	DESCRIPTION	DATE	NO.	DESCRIPTION	DATE
1	Eng'g Survey of SS Sub of SLM - Grades				

ED JOHNSON & ASSOCIATES, INC.
 LAND SURVEYORS
 209 WEST WASHINGTON STREET
 P.O. BOX 1277
 CHARLES TOWN, WEST VIRGINIA
 (304) 723-7764

PLAN & PROFILE
 SUSSEX LANE
 SMITH MOUNTAIN VIEW ESTATES
 KABLETOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE 1" = 30' - HORIZ. 1" = 5' VERT.

DATE	CHECKED BY:	SCALE
DESIGN BY:	APPROVED BY:	HORIZ.
DRAWN BY:		VERT.
		SHEET NO.
		5 of 7



33. General Construction Notes
 The following notes will be obtained on the preliminary plan:
 (a) The developer shall request County Engineer inspections of hours in advance whenever possible (call 254-724-1121). Inspections shall be requested according to the Table of Milestone Inspections below.

TABLE OF MILESTONE INSPECTIONS

Item	Inspected	Inspector's Initial
1. Installation of Sediment Control Devices		
2. Completion of Underground Utility Installation	N/A	
3. Completion of Grading for Easements		
4. Completion of Grading for Buildings	N/A	
5. Completion of Base Stone Installation and Connections		
6. Completion of Sidewalks	N/A	
7. Completion of Final Grading and Seeding		
8. Completion of Final Project Details		
9. Completion of Stormwater Management, Erosion Control		
10. Completion of Stormwater Management Details		

* Must be inspected prior to any other work.
 ** Must be inspected prior to being covered.

b. Erosion and Sediment Control measures shall be in place prior to performing any significant earth disturbing activities.

SEEDING NOTES

ALL STABILIZATION/SEEDING WILL BE ACCOMPLISHED IN ACCORDANCE WITH THE WEST VIRGINIA EROSION AND SEDIMENTATION CONTROL HANDBOOK.

ANY DISTURBED AREA NOT PAVED, SOILED OR BUILT UPON, WILL HAVE A MINIMUM OF 80% VEGETATIVE COVER PRIOR TO FINAL INSPECTION, AND IN THE OPINION OF THE ENGINEER WILL BE MATURER ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY AND SURVIVE SEVERE WEATHER CONDITIONS.

STREAM OVERFLOW AREAS, WATERWAYS, BARRIS AND RELATED AREAS WILL BE SEEDING AND MULCHED IMMEDIATELY AFTER WORK IN WATERCOURSE IS COMPLETED.

WATERIZATION - ANY DISTURBED AREA NOT PAVED, SOILED OR BUILT UPON BY OCTOBER 15 IS TO BE SEEDING AND MULCHED ON THAT DATE UNLESS WAIVED BY THE COUNTY ENGINEER.

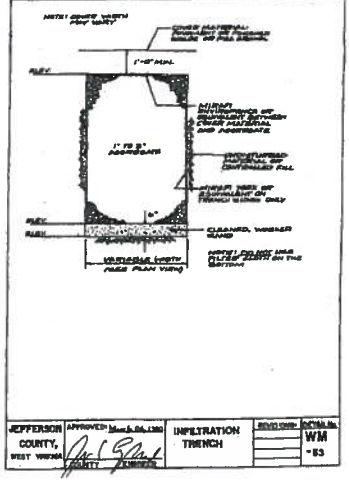
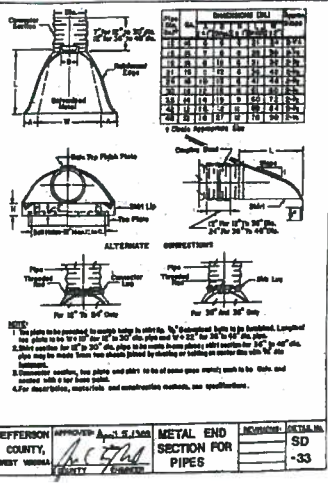
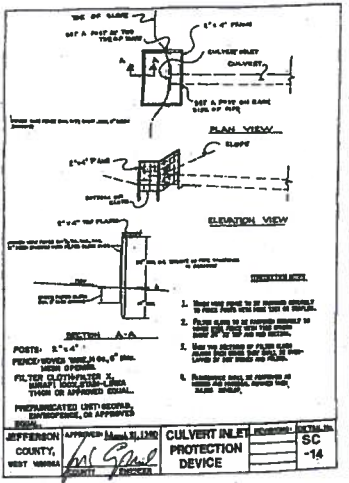
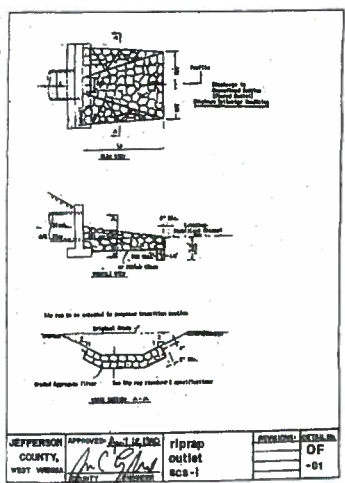
TEMPORARY SEEDING WILL BE APPLIED WITHIN 7 DAYS TO EXPOSED AREAS WHICH MAY NOT BE AT FINAL GRADE BUT WILL REMAIN EXPOSED (UNSOILED) FOR LONGER THAN 30 DAYS. FOR TEMPORARY SEEDING USE 50% OF THE RECOMMENDED RATES OF FERTILIZER, LIME AND FULL AMOUNT OF SEED AND MULCH AS REQUIRED FOR PERMANENT SEEDING.

ELECTRIC POWER, TELEPHONE, AND OTHER TRENCHES SHALL BE COMPACTED, SEEDING AND MULCHED WITHIN 7 DAYS AFTER BACKFILL.

ALL TEMPORARY EARTH BARRIS, OVERSILLS, AND SLOTT ARE TO BE MULCHED AND SEEDING FOR VEGETATIVE COVER IMMEDIATELY AFTER GRADING. STRAY OF HAY MULCH IS REQUIRED. THE SAME APPLIES TO ALL STRUCTURES.

EROSION AND SEDIMENT CONTROL NOTES

- PROVIDE JEFFERSON COUNTY ENGINEER'S OFFICE NOTIFICATION 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY LAND DISTURBING ACTIVITIES.
- PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO EXPOSED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE.
- TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO EXPOSED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN EXPOSED FOR LONGER THAN THIRTY (30) DAYS.
- DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES.
- STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DICES, AND OVERSILLS IMMEDIATELY AFTER INSTALLATION.
- EROSION AND SEDIMENT CONTROL DEVICES SHALL BE CONSTRUCTED AND INSTALLED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPLOUSE LAND DISTURBANCE TAKES PLACE.
- A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON EXPOSED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED THAT IN THE OPINION OF THE COUNTY ENGINEER OR HIS DESIGNATED AGENT, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL PREVENT EROSION.
- UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CONTROL:
 - NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
 - EXCAVATED MATERIAL SHALL BE PLACED ON THE UPRILL SIDE OF TRENCHES.
 - SPILLAGE FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PAISED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BUILT AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
 - RESTABILIZATION SHALL BE IN ACCORDANCE WITH THE ABOVE NOTES.
- ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS PERTAINING TO WORKING IN OR CROSSING A LIVE WATERCOURSE SHALL BE MET.
- WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO AVOID THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROAD BY SHOVELING OR EXCAVATING AND TRANSPORTED TO A DESIGNATED AREA.
- IT SHALL BE THE OWNER'S RESPONSIBILITY TO INSPECT EROSION CONTROL DEVICES PERIODICALLY AND AFTER EVERY EXPOSURE TO RAINFALL. ANY NECESSARY REPAIRS OR CLEAN UP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY.
- ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED BY THE COUNTY ENGINEER OR HIS DESIGNATED AGENT IF DEEMED NECESSARY.
- ALL EROSION CONTROL DEVICES SHALL BE IN PLACE AND FUNCTIONAL AT ALL TIMES AND IF REQUIRED FOR CONSTRUCTION PURPOSES, SHALL BE REPLACED BY THE CLOSE OF EACH WORKDAY.
- FINAL REMOVAL OF EROSION CONTROL DEVICES SHALL NOT OCCUR UNTIL THE COUNTY ENGINEER OR HIS DESIGNATED AGENT DEEMS THE SITE STABILIZED.



All permanent loc corner markers not susceptible to destruction by subdivision improvement grading and permanent easements shall be in place prior to the conveyance of individual lots. All other loc corners shall be in place prior to the final release of the construction bond. Loc corners will consist of 2\"/>

MISCELLANEOUS NOTES & DETAILS
 SMITH HIGHLAND VIEW ESTATES
 KANAWHA DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 MAY 14, 2008

ED JOHNSON & ASSOCIATES, INC.
 LAND SURVEYORS
 331 NORTH GEORGE STREET
 P. O. BOX 577
 CHARLES TOWN, WEST VIRGINIA 25414
 254-725-7664

SHEET 7 OF 7



Name: **Matt Harvey, Prosecuting Attorney**

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 7, 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*): **Approval of employment – two Assistant Prosecutors - 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.](#)

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: **June 7, 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.
2. Discussion of Jefferson County Civil Action #17-C-282. Discussion/Action.
3. Discussion of insurance coverage for volunteers and community service participants. Discussion/Action.
4. Discussion of collection of overdue ambulance fees. Discussion/Action.

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: **Patsy Noland**

Department or Organization: **County Commission**

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

Date Requested – 1st Choice: **6/14/2018**

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): **Place Fireworks Draft Ordinance on Agenda for discussion.**

Please provide the County Commission with a description of your request or presentation, including any background information:
The County Commission had our legal staff prepare a Fireworks Ordinance in 2017, and it has not been placed back on the agenda for discussion or decision. I have received the following complaint on May 30, 2018, from a citizen who is seeking help from the county commission: "Something needs to be done about the setting off of fire Works in Shannondale. All night long, Chance of fires, this is out of hand! Please make this stop. Thank You"

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

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

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

I move that the County Commission adopt the Fireworks Draft Ordinance as prepared by legal counsel .

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

If not attached, explain: [See attachments](#)

Contact information: **Patsy Noland**

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: Josh Compton, Commissioner

Department or Organization: County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: June 7, 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 existing leases for county owned buildings and land to new business - 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 SPECIAL SESSION
JEFFERSON COUNTY COMMISSION**

The Jefferson County Commission will convene on June 14, 2018 at 9:30 a.m. to hold a Jefferson County Roads Summit.

The Commission will be meeting with the West Virginia Secretary of Transportation/Commissioner of Highways and additional staff from the West Virginia Department of Transportation, to tour county roads and discuss areas of concern.

An afternoon session beginning at 1:30 p.m. will be held in conjunction with the Berkeley County Council to discuss MARC Train.

No decisions will be made during this Special Session; however, a summary report will be provided at a later County Commission meeting.

For further information, please contact the County Commission Office at 304-728-3284.

**By the Order of the Jefferson County Commission
Josh Compton, President**



Charles Town Utility Board

832 S. George Street, P.O. Box 359, Charles Town, WV 25414
Phone: (304) 725-2316 ♦ Fax: (304) 725-4313 ♦ Web: www.charlestownutilities.us

May 24, 2018

Received

MAY 29 2018

Jefferson County Commission

Stephanie F. Grove, County Administrator
Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

Re: Jefferson County Emergency Communications Center
After Hours Calls

Dear Ms. Grove,

The Charles Town Utility Board is in receipt of your letter dated April 27, 2018. The Board has taken the necessary action to obtain alternate means to handle after hour calls from its customers. This action will be in place by June 1, 2018. Our customers will be notified on June 1, 2018, that the Jefferson County Emergency Communications Center will no longer accept their calls. By separate letter, both Citizens and Independent Fire Companies will be notified as well.

The Board sincerely appreciates the use of this service since the inception of the Center and hopes that all other utilities in the County are successful in finding alternate after-hours services as well. In the same spirit of cooperation, the Board will provide a thirty (30) day period to the County for removal of the Center's equipment at 355 16th Avenue, Ranson. This location is a source of revenue that the Board will be able to utilize with the removal of the Center's equipment. In the alternate, the Board would be willing to enter into a standard lease agreement with the applicable monthly fee to be determined upon engineering submittals and review of the existing equipment.

If you have any questions, please contact me at 304-724-3280.

Sincerely,

Daryl Hennessy

pc: Jane Arnett

UTILITY
BOARD

CHAIRMAN
*Daryl
Hennessy*

VICE
CHAIRMAN
*Pete
Kubic*

SECRETARY
TREASURER
*Tommy
Stocks*

*Michael
Slaver*

*Kerin
Tester*

UTILITY
MANAGER
*Jane E.
Arnett*



The Culture Center
1900 Kanawha Blvd., E.
Charleston, WV 25305-0300

Randall Reid-Smith, Commissioner

Phone 304.558.0220 • www.wvculture.org
Fax 304.558.2779 • TDD 304.558.3562
EEO/AA Employer

May 23, 2018

Jefferson County Commission
Attn.: Mr. Josh Compton, Commission President
PO Box 250
Charles Town, WV 25414

Received

MAY 29 2018

Jefferson County Commission

Dear Commissioner Compton:

We are pleased to inform you that the following historic property within your district was listed in the National Register of Historic Places on April 20, 2018:

Wild Goose Farm
2935 Shepherd Grade Road
Shepherdstown, Jefferson County, WV

This honorary designation identifies this cultural resource's significant contribution to the history of West Virginia. Congratulations on the honor.

If our office can ever be of assistance to you, please do not hesitate to contact us. We can be reached at 304.558.0220.

Sincerely,

Susan M. Pierce
Deputy State Historic Preservation Officer

SMP/JSS

Jefferson County

Public Service District

Received

MAY 15 2018

**Jefferson County Public Service District
Public Hearing
March 1, 2018**

Jefferson County Commission

The public hearing of the Jefferson County Public Service District was held at 6:00PM on Thursday, March 1, 2018 in the meeting room at the District's office in Kearneysville. Those in attendance included: Chairman, Roger Forshee; Secretary, Tara Ashley; Treasurer, Todd Milliron; General Manager, April Shultz; Office Administrator, Ashley Stottlemeyer; and District attorney, David Hammer.

Chairman Forshee called the meeting to order at 6:00pm.

The purpose of the meeting was:

1. To hold a public hearing to hear, and consider public comment, on the proposed transfer of the assets of the Sewer System and assets of the Water System of Jefferson County Public Service District to, and assumption of the long term indebtedness of Jefferson County Public Service District by, the City of Charles Town (collectively, the "Asset Acquisition").

Peter Chakmakian, attorney representing Arcadia Land Company, stated that it was hard to comment on a resolution authorizing an Asset Purchase Agreement when there hasn't been a draft available for public comment. He believed this reiterated the reasons for the pending complaint case at the Public Service Commission his client is a party of, which claimed inefficiencies of mismanagement of the District. Mr. Chakmakian stated he is in favor of consolidation only on the provision that the sewer collection project that was approved by the Public Service Commission is completed. He stated the Board should wait to see what the Public Service Commission will do in the pending case rather than rush to move forward.

Mike Wiley, Vice President of Beallair Homes and President of Jefferson County Citizens of Economic Preservation agreed with Mr. Chakmakian's comments. He stated it was premature for the Board to sign and ratify a contract. Mr. Wiley also commented that Beallair has spent millions of dollars in infrastructure to the District with the understanding they will continue to be provided infrastructure by the District. He commented that the District needs to address the sewer project approved by the Public Service Commission and has a duty to answer the Public Service Commission instead of moving forward with a contract at this time.

Jacquelyn Milliron, District customer, stated that she has been dealing with this for ten years and previously asked for consolidation and was told it was too complicated. She was happy to see something has been done for rate payers and the health of the system. Ms. Milliron commented that if the District's sewer project went through rates would have increased, and then the next project in line would have rates increased again, and so on. She stated the District's customer base would not be able to sustain the County growth if consolidation does not occur. Ms. Milliron believed consolidation would provide more efficiency.

Josh Compton, District customer, stated he heard the same thing tonight as he heard at the County Commission meetings and made the comment that developers pay in other states. He stated that change is good and consolidation should be pushed forward so costs aren't pushed on the backs of the rate payers.

Michael George, District customer and citizen of Charles Town, stated that his sewer bill has increased faster than is water bill and has pushed for consolidation. He believed there should be one utility to pay both water and sewer and to move forward with consolidation now.

Heidi Parker, District customer, stated there is no need to wait and consolidation is the best option. She commented that she is glad to have a Board now who is pushing for consolidation. Ms. Parker stated her voice represents many other rate payers and believe they have paid enough.

Mr. Milliron asked Mr. Chakmakian to expand on his idea of consolidation since he favored that idea as mentioned in his previous comments. Mr. Chakmakian stated again that he is for consolidation since it is often times more efficient, but is concerned about the efforts to improve the current system and to better serve his clients and Mr. Wiley. He stated that attractive funding was available for that sewer project and if it is not completed now then the future costs to do project will only increase. Mr. Chakmakian reiterated that he is for consolidation only if the sewer project is constructed.

Mr. Forshee stated that he appreciated all the comments from the audience. He made the comment that if the project is needed then wouldn't it be more efficient to spread the costs over a larger customer base and believed that the funding package offered to the District for the sewer project could be transferred to another entity. Mr. Forshee stated that if funding would still be available, economies of scale, a lower cost to a larger customer base, and more consistency and standardization then consolidation seems to be the best option.

2. To consider for adoption a proposed resolution approving, in substantially the form attached to the resolution, and authorizing the execution of, an Asset Purchase Agreement by and between Jefferson County Public Service District and the City of Charles Town (the "Asset Purchase Agreement").

Mr. Hammer stated that the resolution in summary authorizes the Board to move forward and enter into a contact with the Charles Town Utility Board for the purpose of transferring all of the assets to the Utility Board as well as all the management and operations of the Districts water and sewer system.

Action: Motion made by Ms. Ashley and seconded by Mr. Milliron to adopt the resolution.

Ms. Ashley commented that asking the rate payers to take on costs and burden of development in the County which doesn't benefit them is inconceivable and would like to move forward with consolidation.

Mr. Milliron stated that he was in favor of moving into executive session to discuss the agreement with Charles Town if the other Board members agree.

Mr. Forshee stated that staff has done a great job of supporting current customers and requests from developers at this point. The only concern he had was the treatment of employees and their sick leave, but was assured this would be transferred.

The motion was unanimously approved.

3. To consider for approval and authorization any and all matters related to the foregoing.

Mr. Hammer stated that the Board can approve the asset purchase agreement with Charles Town Utility Board tonight or discuss further in executive session at the Districts next regular board meeting on March 5th. He believed this to be the final version and have negotiated as far as the District can.

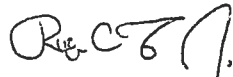
Action: Motion made by Mr. Forshee and seconded by Ms. Ashley to approve the asset purchase agreement with Charles Town. Unanimously approved.

**Action: Motion made Mr. Forshee and seconded by Mr. Milliron to adjourn.
Unanimously approved.**

There being no further business at this time, the meeting was adjourned at 6:39PM.

The next regular meeting is scheduled for Monday, March 5, 2018 at 7:00PM at 340 Edmond Road, Suite A at the Districts office in Kearneysville.

Respectfully Submitted,



Roger C. Forshee Jr.
Chairman



Tara D. Ashley
Secretary

Jefferson County

Public Service District

Jefferson County Public Service District Regular Board Meeting March 5, 2018

The monthly meeting of the Jefferson County Public Service District was held at 7:00PM on Monday, March 5, 2018 in the meeting room at the District's office in Kearneysville. Those in attendance included: Chairman, Roger Forshee; Treasurer, Todd Milliron; Secretary, Tara Ashley (speakerphone); General Manager, April Shultz; Office Administrator, Ashley Stottlemeyer; Operations Manager, Joseph Freeze; and District Attorney, David Hammer.

CALL TO ORDER

Chairman Roger Forshee called the meeting to order at 7:00PM.

Approval of agenda

The agenda was approved unanimously.

Action: Motion made by Mr. Forshee and seconded by Ms. Ashley to approve the agenda as presented. Unanimously approved.

Public Comments

None.

Employee Comments

None.

OLD BUSINESS

Review minutes of February 5 regular board meeting

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to accept the February 5, 2018 regular board meeting minutes as presented. Unanimously approved.

Review minutes of February 8 special board meeting

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to accept the February 8, 2018 special board meeting minutes as presented. Unanimously approved.

Discuss the District's financial status (status of paying bills)

Mrs. Shultz stated the District will have enough to pay the March disbursements for sewer, but will need to collect \$7,500.00 to cover the previous disbursements for water.

Action: No action required by the Board.

Update from County Commission about JCPSD service area

This item was tabled until next month since Commissioner Compton was absent from the meeting.

Action: No action required by the Board.

Consider conference call phone number for public participation

Last month the Board directed staff to work with Neal Nilsen from Ask Neal to research various conference solutions for the ability to have a conference call number for public participation. Mr. Nilsen was in the audience and presented to the Board a technology called StartMeeting that he found to be most beneficial to the District's needs. The service is only \$11 a month and will allow the District to offer a conference call number and web streaming for the public to listen to monthly meetings. Mr. Nilsen stated he can connect the meeting room microphones to this conference call system for better audio on streaming and recording.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to approve up to \$1000 at the General Manager's discretion to purchase the StartMeeting program and all related actions. Unanimously approved.

Discuss and approve a financial auditor for a 1 year contract

Last month staff removed the requirement of the firm being registered in West Virginia and re-advertised in both the Spirit of Jefferson and The Journal for a Request for Proposals from certified public accounting firms. Mrs. Shultz stated she also sent the advertisement to multiple accounting firms, but received no proposals once again. She did talk with Perry & Associates about submitting a proposal, but has not received anything yet. The Board suggested Mrs. Shultz follow up with Perry & Associates and continue to reach out to firms.

Action: No action required by the Board.

Discuss public awareness options

Mrs. Shultz informed the Board that staff is continuing to work on transforming Mr. Millirons drafted talking points and incorporating them into a springtime newsletter for the District's customers. Staff will also incorporate the inflow and infiltration information drafted by the District's Engineering Technician into this newsletter.

Action: No action required by the Board.

Discuss pump station upgrades and related costs

• Discuss generator options at pump station 1-12

Last month the Board approved Mrs. Shultz purchasing fencing for both pump stations in Briar Run up to \$8000. The District has ran into a problem with the City of Ranson and their ordinance for fence specifications in the City. Of the two pump stations, one is located in the City of Ranson limits. The City of Ranson is doing a change to their ordinance within the next few weeks to allow for chain link materials so the District will wait to proceed until then. Mrs. Shultz informed the Board she did send letters to the two homeowners on Bramble Drive near pump station 4-3 to get their thoughts on installing a fence around this pump station which is located in their front yards.

The District's Engineering Technician drafted public education information on infiltration and inflow, which included pictures, and Mrs. Shultz informed the Board it will be uploaded onto the Districts website.

Mrs. Shultz stated that staff had contacted Apparatus Repair & Engineering regarding moving the generator at the District's office and relocating to pump station 1-12. They stated this could be possible with a few modifications, but the Board was concerned the District, as a public utility, should have a central office in full operations in case of an emergency situation. At this time, the Board chose to keep the generator at the office since there is a Godwin connection at pump station 1-12.

As far as pump station upgrades to 3-6, 4-2 and 1-10, Mrs. Shultz informed the Board that staff drafted a plan for the essential needs, including replacing saddles, discharge pipes, check valves, and guiderails, that need to be addressed at each location rather than full replacements. Mrs. Shultz stated that Charles Town Utility Board staff visited the three stations and agreed with District staff that upgrades are needed. The Board would like to delay action on pump station 1-10 and request from the Public Service Commission staff to use Capital Improvement Fee funds to pay for the full upgrades that were proposed by Thrasher for both pump station 3-6 and 4-2.

Action: Motion made by Mr. Forshee and seconded by Ms. Ashley to direct staff to take action to secure Capital Improvement Fee funds to repair and upgrade pump stations 3-6 and 4-2 in accordance with the Thrasher Engineering report. Unanimously approved.

NEW BUSINESS

Discuss contracted engineering

This item was discussed during the above agenda item.

Action: No action required by the Board.

Discuss March 23, 2017 Public Service Commission press release

Mr. Forshee requested this item on the agenda. He had concerns with the Public Service Commission's staff press release from March 23, 2017 and the statement that the sewer project was needed due to facilities in jeopardy of catastrophic failure and obsolete, failing pump stations that was mentioned in staff testimony. Mr. Forshee asked Mr. Freeze and Mrs. Shultz if pump stations were failing regularly and at the point of catastrophic failure, and if not, what the Board needs to be made aware of. Staff responded by stating that there are several pump station parts that are now obsolete and have several that are in need of repair, the three previously

discussed are more urgent than others. Mr. Freeze stated that pump stations are not failing on a regular basis and none have reached catastrophic failures, but many are in desperate need of repairs and upgrades that need to be addressed to prevent catastrophic failures from happening. The Board considered these repairs as "routine maintenance" and not catastrophic. Staff also discussed emergency planning at pump stations for when unexpected events occur.

Action: No action required by the Board.

Update on Status of Current Public Service Commission Cases

- Jefferson County Commission PSC Case No. 17-0915-PSWD-PC consolidated with Complaint Case PSC no. 18-0006-PSD-C– In the February 7th order the PSC consolidated both cases and requested updates, as well as address matters identified in the Discussion section of the order, on or before March 14th.

- Reopened Jefferson County PSC Case No. 15-1338-PSD-42R-PC – The District finally received the final order for this case and will post the revised tariff once it is signed.

Action: No action required by the Board.

Consider and approve closing of Bank of Charles Town sewer transmission project bank accounts and transfer funds to sewer operating account

Mrs. Shultz requested the Board approve the closing of this bank account and transfer the accrued interest to sewer operating.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to close the Bank of Charles Town sewer transmission project bank accounts and transfer the funds to sewer operating account. Unanimously approved.

Discussion of any expenses over budget for the year

Mrs. Shultz stated there were no items over budget since the Board will be approving the budget revision tonight for the Deerfield expenses. She also informed the Board that since she may be absent at the May monthly board meeting due to her pregnancy, she would like to provide the Board with 2018 revised budgets and the 2019 budgets for approval next month.

Action: No action required by the Board.

Approve budget revision

Ms. Shultz informed the Board that the Deerfield expenses are over for the year so she moved money from the pump station line item to the treatment and disposal line item.

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve the budget revision of taking from the pump station expense line item and transfer to the treatment and disposal line item in the amount of \$9950.00. Unanimously approved.

Approve monthly disbursements

Action: Motion made by Mr. Milliron and seconded by Mr. Forshee to approve disbursements for Public Service District sewer expenses in the amount of \$190,850.65. Unanimously approved.

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve disbursements for the Public Service District water expenses in the amount of \$7,019.89. Unanimously approved.

Approve transfer of \$4663.89 from the New Sewer Security Deposit account to the Sewer Operating account for 39 security deposit refunds

Action: Motion made by Mr. Milliron and seconded by Mr. Forshee to approve transfer of \$4,663.39 from the New Sewer Security Deposit account to the Sewer Operating account for 39 security deposit refunds. Unanimously approved.

General Manager's Report

In the General Manager's report this month, Mrs. Shultz informed the Board that the draft Source Water Protection Plans were sent to the state office for approval. Mrs. Shultz also completed all employee evaluations

as requested by the Board last month. Staff received a request from Uniwest for 24 EDUs for a fourth apartment building at Jefferson Crossing.

Action: No action required by the Board.

Other staff reports

Mentioned in the Operations Managers report, staff stated that flat rate customers were being flagged for disconnection. Mrs. Shultz explained that these customers had very high bills so the owners were called. All were later resolved.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to accept the other staff reports as provided. Unanimously approved.

Correspondence

The District received a letter from Lee Snyder at the end of the March 1st public hearing that stated his opposition to the consolidation efforts.

Action: No action required by the Board.

Public Comment

Jacquelyn Milliron, District rate payer, stated that she had just returned from the Charles Town City Council meeting where they approved unanimously the resolution and purchase agreement with the District. She also made the comment that she knows there can be issues when shutting off the water if the weather is too cold and hoped the District's staff take that into consideration during cut off time.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron convene into executive session for the purpose of discussing the potential lease for the District's office space. Unanimously approved.

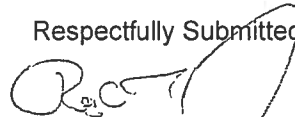
Action: Motion made by Mr. Forshee and seconded by Ms. Ashley to return to public session. Unanimously approved.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to adjourn. Unanimously approved.

There being no further business at this time, the meeting was adjourned at 9:20PM.

The next regular meeting is scheduled for Wednesday, April 4, 2018 at 7:00PM at 340 Edmond Road, Suite A at the District's office in Kearneysville.

Respectfully Submitted,



Roger C. Forshee Jr.
Chairman



Tara D. Ashley
Secretary

Jefferson County Public Service District

Received

MAY 15 2018

Jefferson County Public Service District Regular Board Meeting April 4, 2018

Jefferson County Commission

The monthly meeting of the Jefferson County Public Service District was held at 7:00PM on Wednesday, April 4, 2018 in the meeting room at the District's office in Kearneysville. Those in attendance included: Chairman, Roger Forshee; Treasurer, Todd Milliron; Secretary, Tara Ashley; General Manager, April Shultz; Office Administrator, Ashley Stottlemeyer; Operations Manager, Joseph Freeze; District Attorney, David Hammer; and County Commission liaison, Commissioner Josh Compton.

CALL TO ORDER

Chairman Roger Forshee called the meeting to order at 7:00PM.

Approval of agenda

The agenda was approved unanimously.

Action: Motion made by Mr. Forshee and seconded by Ms. Ashley to approve the agenda as presented. Unanimously approved.

Public Comments

Jacquelyn Milliron thanked the Board for taking steps on informing the public with the new audio feature on the website and staff for providing her information.

Employee Comments

None.

OLD BUSINESS

Review minutes of March 1 public hearing

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to accept the March 1, 2018 public hearing minutes as presented. Unanimously approved.

Review minutes of March 5 regular board meeting

Mr. Forshee suggested a change to the discussion on the Public Service Commission press release. Mrs. Stottlemeyer will listen to the meeting audio again and make the necessary changes.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to accept the March 5, 2018 regular board meeting minutes as revised. Unanimously approved.

Discuss the District's financial status (status of paying bills)

Mrs. Shultz stated the District will have enough to pay the April disbursements for sewer, but will need to collect \$7,000.00 to cover the previous disbursements for water.

Action: No action required by the Board.

Update from County Commission about JCPSD service area

Commissioner Compton informed the Board that Ms. Grove was supposed to contact Mrs. Shultz regarding this issue. Since she hasn't yet, Commissioner Compton will follow-up with Ms. Grove.

Action: No action required by the Board.

Discuss and approve a financial auditor for a 1 year contract

The District still has not received any proposals from an accounting firm. Mrs. Shultz spoke with Perry & Associates about submitting a proposal, but has not received anything yet. Staff will continue to reach out to firms.

Action: No action required by the Board.

Discuss public awareness options

This month the District went live with offering audio of the board meetings on the District's website. The Board would like staff to continue to work on a newsletter for the District's customers informing them of current events and important facts about their service.

Action: No action required by the Board.

Discuss pump station upgrades and related costs

Last month the Board directed staff to take action to secure Capital Improvement Fee (CIF) funds to repair and upgrade pump station 3-6 and 4-2 in accordance with the Thrasher Engineering report. Since that motion, the Board has now decided to not use CIF funds, but rather utilize available cash in the sewer operating account and the Renewal and Replacement account for minor repairs/replacement. The Board agreed that this new course of action was something staff could handle and will leave it to the discretion of the General Manager for minor upgrade/repairs. Staff is waiting to receive two quotes from contractors to repair/upgrade pump station 3-6, which will not need to be put out to bid as long as they are under \$10,000. The Board would like to wait for the quotes before moving forward and amended the prior motion from last month's meeting to demonstrate that.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to table further action on the previous motion regarding this item as reasons discussed at tonight's meeting. Unanimously approved.

NEW BUSINESS

Consider Fiscal Year 2018 sewer budget revision

Mrs. Shultz discussed the Fiscal Year 2018 sewer budget revisions. She discussed an increase to the Treatment and Disposal Rents line item to reflect increased flows, some of which was from a leak at Jefferson High School. The school had toilets running excessively that caused an increase in their gallons (and monthly bill), which also increased run times at pump station 3-9 located on the school grounds. The school has since fixed the toilets and had a new meter installed so this line item may later be reduced to reflect this. The revised budget shows 131% coverage.

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve the Fiscal Year 2018 sewer budget revision as presented. Unanimously approved.

Consider Fiscal Year 2018 water budget revision

Mrs. Shultz discussed the Fiscal Year 2018 water budget revisions. This revised budget shows 131% coverage.

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve the Fiscal Year 2018 water budget revision as presented. Unanimously approved.

Consider draft Fiscal Year 2019 sewer operating budget

Mrs. Shultz discussed the Fiscal Year 2019 sewer operating budget. The budget shows 149% coverage.

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve the Fiscal Year 2019 sewer budget as presented. Unanimously approved.

Consider draft Fiscal Year 2019 water operating budget

Mrs. Shultz discussed the Fiscal Year 2019 water operating budget. The budget shows 129% coverage.

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve the Fiscal Year 2019 water budget as presented. Unanimously approved.

Discussion of any expenses over budget for the year

There were no items over budget.

Action: No action required by the Board.

Approve monthly disbursements

Action: Motion made by Mr. Milliron and seconded by Mr. Forshee to approve disbursements for Public Service District sewer expenses in the amount of \$187,794.35. Unanimously approved.

Action: Motion made by Mr. Milliron and seconded by Mr. Forshee to approve disbursements for the Public Service District water expenses in the amount of \$7,570.94. Unanimously approved.

Approve transfer of \$3,943.42 from the New Sewer Security Deposit account to the Sewer Operating account for 37 security deposit refunds

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve transfer of \$3,943.42 from the New Sewer Security Deposit account to the Sewer Operating account for 37 security deposit refunds. Unanimously approved.

Approve transfer of \$108.47 from the Water Security Deposit account to the Water Operating account for 1 security deposit refund

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve transfer of \$108.47 from the Water Security Deposit account to the Water Operating account for 1 security deposit refund. Unanimously approved.

Approve transfer of \$3,900.00 from Renewal & Replacement account to the Sewer Operating account for pump repair at pump station 4-3

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve transfer of \$3,900.00 from the Renewal & Replacement account to the Sewer Operating account for pump repair at pump station 4-3. Unanimously approved.

Approve transfer of \$1,888.80 from Renewal & Replacement account to the Sewer Operating account for pump repair at pump station 3-10

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve transfer of \$1888.80 from the Renewal & Replacement account to the Sewer Operating account for pump repair at pump station 3-10. Unanimously approved.

Approve transfer of \$858.84 from Renewal & Replacement account to the Sewer Operating account for pump repair at Deerfield plant #1

Action: Motion made by Mr. Milliron and seconded by Ms. Ashley to approve transfer of \$858.84 from the Renewal & Replacement account to the Sewer Operating account for pump repair at Deerfield plant #1. Unanimously approved.

Update on Status of Current Public Service Commission Cases

• Jefferson County Commission PSC Case No. 17-0915-PSWD-PC consolidated with Complaint Case PSC no. 18-0006-PSD-C— Mr. Hammer informed the Board that he spoke with Ron Robertson at the PSC and PSC staff should be filing a response by April 15th.

Action: No action required by the Board.

General Manager's Report

In the General Manager's report this month, Mrs. Shultz informed the Board that the Source Water Protection Plans have been approved by the State and are posted on the Districts website. Mrs. Shultz also informed the Board that while on her maternity leave Mrs. Stottlemeyer will be the acting General Manager and has arranged with the District's IT person to work remotely from home.

Action: No action required by the Board.

Other staff reports

Mentioned in the Engineering Technician report, staff is working with Dan Ryan Builders for new construction that is beginning in Briar Run. Staff is also still working with the City of Ranson on the fencing around pump stations in Briar Run. District staff also received a sewer request from Mr. Gilly who is proposing to build homes located behind pump station 1-10. The Board requested staff to load the new mower on the new trailer and send a picture to the Board.

Action: No action required by the Board.

Correspondence

None discussed.

Action: No action required by the Board.

Public Comment

Jacquelyn Milliron made several comments on various topics discussed at the meeting including the District's service area, Senate Bill 234, the need for consolidation, the meaning of "catastrophic failures", and the District's inflow and infiltration rate.

Discuss potential office space/lease for the District

Ms. Shultz has been working with realtor, Jeff Haymaker to look for a new office space. She will get an update from him later this week.

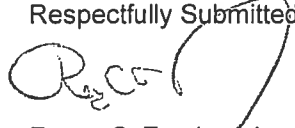
Action: No action required by the Board.

Action: Motion made by Mr. Forshee and seconded by Mr. Milliron to adjourn. Unanimously approved.


There being no further business at this time, the meeting was adjourned at 9:18PM.

The next regular meeting is scheduled for Monday, May 7, 2018 at 7:00PM at 340 Edmond Road, Suite A at the Districts office in Kearneysville.

Respectfully Submitted,



Roger C. Forshee Jr.
Chairman



Tara D. Ashley
Secretary

Impact Fee Status Report

May 2018

Office of Impact Fees

Summary

Date Range: Tuesday 1 through Thursday 31 May 2018

Report Date: 1 June 2018

Process Number Range: 1800121-1800152

Total Applications: 32

Total Non-Exempt: 32

Of which:

Commercial: 1

Residential: 31

Of which:

County: 21

Municipal: 11

Total Exempt: 0

Of which:

Commercial: 0

Residential: 0

Of which:

County: 0

Municipal: 0

Tables 1 through 7 summarize impact fee processing for May 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 – 31 May 2018	0	1	31	32
Fees collected		\$3.00	\$205,977.00	\$205,980.00
<i>Of which</i>				
School Impact Fee			\$186,869.00	\$186,869.00
Law Enforcement Fee		\$2.00	\$3,360.00	\$3,362.00
Parks & Recreation Fee			\$14,198.00	\$14,198.00
EMS Fee		\$1.00	\$1,550.00	\$1,551.00

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

Description	Amount
Opening Statement Balance (1 May 2018)	\$229,773.65
May Deposits (1 – 31 May 2018)	\$205,980.00
School April Transactions (withdraws via transfer on 15 May 2018)	(\$208,459.58)
Law April Transactions (withdraws via transfer on 15 May 2018)	(\$3,529.21)
Parks & Rec April Transactions (withdraws via transfer on 15 May 2018)	(\$16,034.25)
EMS April Transactions (withdraws via transfer on 15 May 2018)	(\$1,750.61)
Interest Earned (31 May 2018)	\$94.87
Ending Statement Balance (31 May 2018)	\$206,074.87
<i>Outstanding Credits (deposits through 1 June 2018)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 May 2018)	\$1,699,079.54
April Transactions (deposits via transfer on 15 May 2018)	\$208,459.58
Interest Earned (31 May 2018)	\$770.07
Ending Balance (31 May 2018)	\$1,908,309.19

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

Description	Amount
Opening Balance (1 May 2018)	\$116,855.71
April Transactions (deposits via transfer on 15 May 2018)	\$3,587.91
Interest Earned (31 May 2018)	\$50.47
Ending Balance (31 May 2018)	\$120,494.09

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

Description	Amount
Opening Balance (1 May 2018)	\$201,372.14
April Transactions (deposits via transfer on 15 May 2018)	\$16,034.25
Interest Earned (31 May 2018)	\$89.25
Ending Balance (31 May 2018)	\$217,495.64

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

Description	Amount
Opening Balance (1 May 2018)	\$8,718.82
April Transactions (deposits via transfer on 15 May 2018)	\$1,809.31
Interest Earned (31 May 2018)	\$4.13
Ending Balance (31 May 2018)	\$10,532.26

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

Description	Amount
Office of Impact Fees General Account	\$206,074.87
School Impact Fee Account	\$1,908,309.19
Law Enforcement Fee Account	\$120,494.09
Parks & Recreation Impact Fee Account	\$217,495.64
EMS Impact Fee Account	\$10,532.26
Total Impact Fees	\$2,462,906.05

/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 May 2018 Fee Transfers /1

Account	31 May 2018 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$1,908,309.19	\$186,954.38	\$2,095,263.57
Law Enforcement Fee Account	\$120,494.09	\$3,363.90	\$123,857.99
Parks & Recreation Impact Fee Account	\$217,495.64	\$14,204.64	\$231,700.28
EMS Impact Fee Account	\$10,532.26	\$1,551.95	\$12,084.21
Total Impact Fees	\$2,256,831.18	\$206,074.87	\$2,462,906.05

/1 This table represents each of the impact fee category account totals as of 31 May 2018 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in May 2018 are listed in table 1 of the General Account (3111776); these transactions will be processed in June 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 Tuesday 1 through Thursday 31 May 2018

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

Category Count: 0 **Category Total** **\$0.00**

Non-Exempt Applications

1800121	05/02/2018	Peter Kubic	PFK, LLC	02 Charles Town	962	349	02	567	\$7,149.00	05/02/2018	N/A
1800122	05/02/2018	Peter Kubic	PFK, LLC	02 Charles Town	962	349	02	568	\$7,149.00	05/02/2018	N/A
1800123	05/02/2018	Peter Kubic	PFK, LLC	02 Charles Town	962	349	02	569	\$7,149.00	05/02/2018	N/A
1800124	05/02/2018	Peter Kubic	PFK, LLC	02 Charles Town	962	349	02	570	\$7,149.00	05/02/2018	N/A
1800125	05/02/2018	Peter Kubic	PFK, LLC	02 Charles Town	962	349	02	571	\$7,149.00	05/02/2018	N/A
1800126	05/02/2018	Peter Kubic	PFK, LLC	02 Charles Town	962	349	02	572	\$7,149.00	05/02/2018	N/A
1800127	05/09/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	398	\$6,981.00	05/09/2018	N/A
1800128	05/09/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	399	\$6,981.00	05/09/2018	N/A
1800129	05/09/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	400	\$6,981.00	05/09/2018	N/A
1800130	05/09/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	401	\$6,981.00	05/09/2018	N/A
1800131	05/09/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	402	\$6,981.00	05/09/2018	N/A
1800132	05/09/2018	DR Acquisitions,		08 Ranson Corp	1028	659	4	403	\$6,981.00	05/09/2018	N/A
1800133	05/09/2018	Young	Robin	09 Shepherdstown	1198	245	18	5.7	\$6,423.00	05/09/2018	N/A
1800134	05/09/2018	DR Acquisitions,		02 Charles Town	952	565	4G	4	\$6,423.00	05/09/2018	N/A
1800135	05/09/2018	Dan Ryan		04 Harpers Ferry	1129	132	4D	1	\$6,423.00	05/09/2018	N/A
1800136	05/10/2018	Ashlock	Justin	02 Charles Town	1012	209	22	42	\$6,423.00	05/10/2018	N/A
1800137	05/10/2018	K Hovnanian		08 Ranson Corp	1113	476	8D	13D	\$6,255.00	05/10/2018	N/A
1800138	05/14/2018	Turney	Kurk and Carrie	04 Harpers Ferry	1206	300	4	3	\$6,423.00	05/14/2018	N/A
1800139	05/14/2018	Hill	Christopher	09 Shepherdstown	1205	665	13	34.15	\$6,423.00	05/14/2018	N/A
1800140	05/15/2018	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	125	10A	\$6,423.00	05/15/2018	N/A
1800141	05/16/2018	David Lutman	JC 2017	09 Shepherdstown	1204	606	5	8.14	\$6,423.00	05/16/2018	N/A
1800142	05/16/2018	David Lutman	JC 2017	09 Shepherdstown	1204	606	5	8.14	\$6,423.00	05/16/2018	N/A
1800143	05/18/2018	DR Acquisitions,		04 Harpers Ferry	1129	541	9D	125	\$6,423.00	05/18/2018	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											
1800144	05/22/2018	DR Acquisitions,		04 Harpers Ferry	1129	521	9D	137	\$6,423.00	05/22/2018	N/A
1800145	05/22/2018	DR Acquisitions,		04 Harpers Ferry	1129	521	9D	136	\$6,423.00	05/22/2018	N/A
1800146	05/22/2018	Hollis	Megan and	06 Kabletown	1187	116	6C	19	\$6,423.00	05/22/2018	N/A
1800147	05/24/2018		Universal Forest,	02 Charles Town	926	215	7	11.16	\$3.00	05/24/2018	N/A
1800148	05/24/2018	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	130	\$6,423.00	05/24/2018	N/A
1800149	05/25/2018	K Hovnanian		08 Ranson Corp	1133	476	8D	4E	\$6,255.00	05/25/2018	N/A
1800150	05/25/2018	K Hovnanian		08 Ranson Corp	1133	476	8D	14D	\$6,255.00	05/25/2018	N/A
1800151	05/30/2018	K Hovnanian		08 Ranson Corp	1133	476	8D	4D	\$6,255.00	05/30/2018	N/A
1800152	05/30/2018	K Hovnanian		08 Ranson Corp	1133	476	8D	6D	\$6,255.00	05/30/2018	N/A
TOTAL APPLICATIONS: 32								Grand Total	\$205,980.00		