

AGENDA
JEFFERSON COUNTY COMMISSION
THIRD QUARTERLY SESSION - JULY - SEPTEMBER 2018
THURSDAY, JULY 19, 2018
6:00 P.M.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- June 21, 2018

APPROVAL OF ACCOUNTS PAYABLE

- June 28, 2018
- July 5, 2018
- July 12, 2018

APPROVAL OF MANUAL CHECKS

- June 29, 2018
- July 6, 2018
- July 13, 2018

APPROVAL OF PAYROLL

- June 14, 2018
- June 28, 2018
- July 12, 2018

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 6:15 p.m. Angie Banks, Assessor
- Exonerations - Discussion/Action
2. 6:25 p.m. Nikki Painter, County Clerk's Office
- Request to approve the advertisement for a payroll clerk - Discussion/Action
3. 6:30 p.m. JB McCuskey, State Auditor
- Open Gov Website Presentation - Discussion/Action
4. 7:00 p.m. Bill Clarke, Region 9 and Nic Diehl, Jefferson County Development Authority
- Broadband Planning Grant - Discussion/Action
5. 7:15 p.m. Interviews/Appointments:
 - Eastern Panhandle Regional Planning and Development Council (Region 9)
 - One 2-year term ending June 30, 2020 - Discussion/Action
 - Jefferson County Parks and Recreation Commission - Three 3-year terms ending June 30, 2021 - Discussion/Action
 - Harpers Ferry/Bolivar Public Service District - One 6-year term ending June 30, 2024 - Discussion/Action
 - Jefferson County Emergency Services Agency - Two 3-year terms for Citizen Representative ending June 30, 2021 - Discussion/Action
 - Jefferson County Board of Health - One 5-year term ending June 30, 2023 - Discussion/Action
6. 7:30 p.m. **BREAK**
7. 7:45 p.m. Steve Prunty, Esquire and James Crawford, Esquire
- Receive Petition and set hearing pursuant to WV Code 7-12A et. Seq. For the establishment of a Keys Ferry Acres Subdivision Maintenance Association - Discussion/Action
8. 8:00 p.m. Charles F. Printz, Jr., Esquire - Corporation of Shepherdstown
- Request of Asam Enterprises, Inc. and Asam Family Limited Partnership for Annexation in the Corporation of Shepherdstown - Discussion/Action

9. 8:15 p.m. Michelle Gordon, Finance Director
- Review and Approval of FY2018 Internal Budget Revision 3 for the General Fund - Discussion/Action
 - Review and Approval of FY2018 State Budget Revision 10 for the General Fund - Discussion/Action
 - Review and Approval of FY2018 State Budget Revision 4 for the Coal Severance Fund - Discussion/Action
 - Review of the Actuarial Valuation of the (OPEB) Other Postemployment Benefits FY2018 Report - Discussion/Action
10. 8:30 p.m. Bill Polk, Maintenance Department
- Downtown Campus Parking Lot Redesign - Discussion/Action
11. 8:45 p.m. Roger Goodwin, Chief County Engineer
- Award Construction Contract - Bardane Industrial Park Waste Water Treatment Plant - Lagoon Decommissioning & Sinkhole Remediation Project - Discussion/Action
 - Recognition of the West Virginia 2018 Floodplain Manager of the year
 - Request Approval to amend Parks and Recreation's Impact Fees - FY 2019 Capital Improvement Plan - Discussion/Action
 - Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. - Summit Point Motorsports Park Staging Area (File #S17-10) complete bond release - Discussion/Action
 - Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. - SPARC Range Extension (File #S17-11) partial bond release - Discussion/Action
 - Roderick Planes, LLC - Aspen Greens Subdivision, Phase 11A (File #14-01) partial bond release - Discussion/Action
12. 9:00 p.m. Nathan Cochran, Assistant Prosecuting Attorney
- Discussion of PSD Dissolution, Appeal/Intervention of the PSC decision, acquisition of PSD assets, and related issues - Discussion/Action
 - Discussion of Jefferson County Civil Action #17-C-282 - Discussion/Action
 - Discussion of Jefferson County Civil Action #17-P-110 - Discussion/Action
 - Update on opioid litigation - Discussion/Action
 - Update on US Bankruptcy Court Civil Action #3:16-00074 - Discussion/Action
 - Discussion of Jefferson County Civil Action #2018-C-99 - Discussion/Action
 - Discussion of EEOC Claim #533-2017-00706 - Discussion/Action

UNFINISHED BUSINESS

13. Renew the Mutual Aid Agreement between the City of Martinsburg and Jefferson County - Discussion/Action

NEW BUSINESS

14. Approval of Full-time Employment - Public Safety Dispatcher II - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISSION REPORTS

15. ADJOURN

CORRESPONDENCE/INFORMATION

Correspondence received from the Jefferson County Health Department regarding the drug abuse epidemic.

Report on Applying Agreed-Upon Procedures of the Jefferson County Magistrate Court for the period ending December 31, 2017 received.

Correspondence received from the Secretary of the Interior regarding the Payment in Lieu of Taxes (PILT) program.

Correspondence received from Comcast regarding Package Equipment changes.

Impact Fee Status Report for June, 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.

Minutes

Jefferson County Commission

Thursday, June 21, 2018

A meeting of the Jefferson County Commission was held on Thursday, June 21, 2018 during the second 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, and Jane Tabb. Commissioners Patricia Noland and Peter Onoszko were absent with prior notice. Also present were Jacqueline Shadle, County Clerk; Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; and Jim Eddy, Bailiff. (An audio tape of the Thursday, June 21, 2018 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Compton led the Pledge of Allegiance.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Tabb to approve the Purchase Orders for June 21, 2018 to include purchase order no. 52494 in the amount of \$6,946.95. Motion seconded and unanimously approved.

APPROVAL OF MINUTES

Motion by Mr. Hudson to approve the June 7, 2018 Regular Meeting Minutes with noted correction. Motion seconded and unanimously approved.

Motion by Ms. Tabb to approve the June 14, 2018 Road Summit/MARC Train Summit Minutes as presented/amended. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
080217	406	BERKELEY PRINTING&DESIGN		\$ -	\$ 1,721.55	\$ 1,721.55
080218	425	BOLAND SERVICES		\$ -	\$ 465.00	\$ 465.00
080219	P/R DED	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
080220	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
080221	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 119.54	\$ 119.54
080222	402	CSSI-COMPLETE SYSTEM SPR		\$ -	\$ 223.00	\$ 223.00
080223	P/R DED	EDITH COOPER		\$ -	\$ 353.39	\$ 353.39
080224	P/R DED	CITY HOSPITAL INC		\$ -	\$ 377.67	\$ 377.67
080225	P/R DED	ALEXANDRA BEAULIEU		\$ -	\$ 372.88	\$ 372.88
080226	415	GENERAL COUNTY FUND-J FE		\$ -	\$ 26,808.50	\$ 26,808.50
080227	P/R DED	JEFFERSON SECURITY BANK		\$ -	\$ 5,200.00	\$ 5,200.00
080228	P/R DED	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 543.86	\$ 543.86
080229	424	NAT'L FIRE PROTECTON ASS		\$ -	\$ 125.00	\$ 125.00
080230	P/R DED	NATIONWIDE RETIREMENT		\$ -	\$ 849.00	\$ 849.00
080231	403	LAURA STORM		\$ -	\$ 331.47	\$ 331.47
080232	402	RECORD MANAGEMENT SOLUTN		\$ -	\$ 35.00	\$ 35.00
080233	717	RICE TIRES CO		\$ -	\$ 508.72	\$ 508.72
080234	402	SOFTWARE SYSTEMS, INC		\$ -	\$ 27.00	\$ 27.00
080234	404	SOFTWARE SYSTEMS, INC		\$ -	\$ 940.91	\$ 940.91
080234	406	SOFTWARE SYSTEMS, INC		\$ -	\$ 52.00	\$ 52.00
080234	428	SOFTWARE SYSTEMS, INC		\$ -	\$ 158.00	\$ 158.00
080235	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 46,639.90	\$ 46,639.90
080235	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 10,907.82	\$ 10,907.82
080235	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 36,605.84	\$ 36,605.84
080236	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 6,547.06	\$ 6,547.06
080236	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 9,242.93	\$ 9,242.93
080237	428	SCPDC SOUTH CENTRAL PLNN	52826	\$ 11,500.00	\$ -	\$ 11,500.00
080238	712	SPILLMAN TECHNOLOGIES IN		\$ -	\$ 219.00	\$ 219.00
080239	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 2,490.00	\$ 2,490.00
080239	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 315.00	\$ 315.00
080240	P/R DED	TRAVIS STELY		\$ -	\$ 491.27	\$ 491.27
080241	716	VA DEPT OF AGRICULTURE &		\$ -	\$ 623.00	\$ 623.00
080242	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 10,937.77	\$ 10,937.77
080242	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 26,736.54	\$ 26,736.54
080242	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 2,660.64	\$ 2,660.64
080242	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 4,877.86	\$ 4,877.86
080243	700	WV SHERIFFS ASSOCIATION		\$ -	\$ 2,200.00	\$ 2,200.00
080244	716	WV BOARD VETERINARY MED		\$ -	\$ 250.00	\$ 250.00

080245	404	W.B. MASON CO. INC		\$ -	\$ 244.69	\$ 244.69
TOTAL						\$ 213,213.20
TOTAL				\$ 11,500.00	\$ 201,713.20	\$ 213,213.20

Motion by Mr. Hudson to approve the Accounts Payable for June 14, 2018 in the amount of \$213,213.20. Motion seconded and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
080247	406	ASSESSOR OF JEFFERSON CO		\$ -	\$ 107.88	\$ 107.88
080248	424	BOLAND TRANE SERVICES IN		\$ -	\$ 270.00	\$ 270.00
080248	425	BOLAND TRANE SERVICES IN		\$ -	\$ 465.00	\$ 465.00
080248	425	BOLAND TRANE SERVICES IN		\$ -	\$ 1,034.00	\$ 1,034.00
080248	425	BOLAND TRANE SERVICES IN		\$ -	\$ 166.00	\$ 166.00
080248	425	BOLAND TRANE SERVICES IN		\$ -	\$ 136.00	\$ 136.00
080248	425	BOLAND TRANE SERVICES IN		\$ -	\$ 125.00	\$ 125.00
080249	424	J.C.EHRLICH		\$ -	\$ 33.00	\$ 33.00
080249	425	J.C.EHRLICH		\$ -	\$ 647.00	\$ 647.00
080250	440	JESSICA GORMONT		\$ -	\$ 129.72	\$ 129.72
080251	405	CRYSTAL GUMBEL-SHADE		\$ -	\$ 85.00	\$ 85.00
080252	424	HIRERIGHT		\$ -	\$ 39.04	\$ 39.04
080252	428	HIRERIGHT		\$ -	\$ 16.16	\$ 16.16
080253	404	MONROE SYS FOR BUSINESS		\$ -	\$ 71.60	\$ 71.60
080254	P/R DED	MERRI A. MCINTYRE		\$ -	\$ 271.92	\$ 271.92
080255	401	MENARD CONSULTING, INC.		\$ -	\$ 1,500.00	\$ 1,500.00
080256	P/R DED	TERRY PALMER		\$ -	\$ 127.50	\$ 127.50
080257	698	SHERIFF OF JEFFERSON CO		\$ -	\$ 171,200.00	\$ 171,200.00
080258	408	STATE TAX DEPARTMENT		\$ -	\$ 14,859.38	\$ 14,859.38
080259	425	TREARY SERVICE CO		\$ -	\$ 1,055.00	\$ 1,055.00
080262	401	EBAY		\$ -	\$ 12.21	\$ 12.21
080262	401	SPIRIT OF JEFFERSON		\$ -	\$ 29.58	\$ 29.58
080262	401	SPRINT		\$ -	\$ 55.88	\$ 55.88
080262	402	SHOPLET		\$ -	\$ 35.30	\$ 35.30
080262	402	SPIRIT OF JEFFERSON		\$ -	\$ 251.86	\$ 251.86
080262	402	THE PAIGE CO		\$ -	\$ 294.00	\$ 294.00
080262	403	CANAAN VALLEY RESORT LOD		\$ -	\$ 411.94	\$ 411.94
080262	403	GO DADDY		\$ -	\$ 32.46	\$ 32.46
080262	403	SHOPLET		\$ -	\$ 47.68	\$ 47.68
080262	405	MD EFILE		\$ -	\$ 155.25	\$ 155.25
080262	405	MILLERS OFFICE PRODUCTS		\$ -	\$ 94.83	\$ 94.83
080262	405	SPRINT		\$ -	\$ 111.76	\$ 111.76

080262	405	WV CORRECTIONAL INDUSTRS		\$ -	\$ 579.00	\$ 579.00
080262	405	WVCADV AMY LAND		\$ -	\$ 119.00	\$ 119.00
080262	406	THE BUSINESS CENTER		\$ -	\$ 35.62	\$ 35.62
080262	412	AGEX BOOKSTORE		\$ -	\$ 143.68	\$ 143.68
080262	412	COMCAST		\$ -	\$ 105.75	\$ 105.75
080262	412	DOING BETTER BUSINESS IN		\$ -	\$ 936.20	\$ 936.20
080262	412	SPIRIT OF JEFFERSON		\$ -	\$ 33.84	\$ 33.84
080262	412	STAPLES		\$ -	\$ 349.43	\$ 349.43
080262	413	SHEETZ		\$ -	\$ 75.50	\$ 75.50
080262	413	SPIRIT OF JEFFERSON		\$ -	\$ 3,554.06	\$ 3,554.06
080262	413	THE HOME DEPOT		\$ -	\$ 615.57	\$ 615.57
080262	413	USPS US POSTAL SERVICE		\$ -	\$ 16.00	\$ 16.00
080262	415	FRONTIER		\$ -	\$ 85.86	\$ 85.86
080262	415	SPRINT		\$ -	\$ 111.63	\$ 111.63
080262	424	CHARLES TOWN UTILITIES		\$ -	\$ 73.35	\$ 73.35
080262	424	FRONTIER		\$ -	\$ 9,967.64	\$ 9,967.64
080262	424	POTOMAC EDISON		\$ -	\$ 1,797.98	\$ 1,797.98
080262	424	SPRINT		\$ -	\$ 55.88	\$ 55.88
080262	424	THE HOME DEPOT		\$ -	\$ 7.76	\$ 7.76
080262	425	AMAZON		\$ -	\$ 367.97	\$ 367.97
080262	425	AMAZON		\$ -	\$ 62.30	\$ 62.30
080262	425	CHARLES TOWN UTILITIES		\$ -	\$ 1,172.76	\$ 1,172.76
080262	425	COMCAST		\$ -	\$ 1,090.19	\$ 1,090.19
080262	425	CRYSTAL SPRINGS		\$ -	\$ 720.15	\$ 720.15
080262	425	EBAY		\$ -	\$ 18.45	\$ 18.45
080262	425	GRAINGER		\$ -	\$ 60.72	\$ 60.72
080262	425	JEFFERSON COUNTY P.S.D		\$ -	\$ 473.12	\$ 473.12
080262	425	JEFFERSON UTILITIES, INC		\$ -	\$ 860.77	\$ 860.77
080262	425	MILLERS OFFICE PRODUCTS		\$ -	\$ 1,506.00	\$ 1,506.00
080262	425	POTOMAC EDISON		\$ -	\$ 31,208.55	\$ 31,208.55
080262	425	RCS/ALARM FUNDING ASSOC		\$ -	\$ 5,383.22	\$ 5,383.22
080262	425	REESES LANDSCAPE NURSERY		\$ -	\$ 342.97	\$ 342.97
080262	425	SHERWIN WILLIAMS		\$ -	\$ 31.47	\$ 31.47
080262	425	SSC-SOUTHERN STATES		\$ -	\$ 39.99	\$ 39.99
080262	425	THE HOME DEPOT		\$ -	\$ 44.73	\$ 44.73
080262	425	THE HOME DEPOT		\$ -	\$ 14.78	\$ 14.78
080262	425	THE HOME DEPOT		\$ -	\$ 157.05	\$ 157.05
080262	425	THE HOME DEPOT		\$ -	\$ 179.00	\$ 179.00
080262	425	THE OBSERVER		\$ -	\$ 739.91	\$ 739.91
080262	425	WEISS BROS OF HAGERSTOWN		\$ -	\$ 2,960.69	\$ 2,960.69
080262	425	84 LUMBER		\$ -	\$ 42.96	\$ 42.96

080262	428	ADOBE		\$ -	\$ 24.15	\$ 24.15
080262	428	ADVANTAGE TECH		\$ -	\$ 4,200.00	\$ 4,200.00
080262	428	AMAZON		\$ -	\$ 97.63	\$ 97.63
080262	428	AMAZON		\$ -	\$ 40.99	\$ 40.99
080262	428	AMAZON		\$ -	\$ 15.90	\$ 15.90
080262	428	AMAZON		\$ -	\$ 49.74	\$ 49.74
080262	428	AMAZON		\$ -	\$ 34.63	\$ 34.63
080262	428	AMAZON		\$ -	\$ 30.79	\$ 30.79
080262	428	AMAZON		\$ -	\$ 54.84	\$ 54.84
080262	428	NCH SOFTWARE		\$ -	\$ 69.95	\$ 69.95
080262	428	NCH SOFTWARE		\$ -	\$ 43.19	\$ 43.19
080262	428	OFFICE DEPOT		\$ -	\$ 69.84	\$ 69.84
080262	428	OFFICE DEPOT		\$ -	\$ 985.32	\$ 985.32
080262	428	OFFICE DEPOT		\$ -	\$ 597.75	\$ 597.75
080262	428	OFFICE DEPOT		\$ -	\$ 880.58	\$ 880.58
080262	428	OFFICE DEPOT		\$ -	\$ 339.78	\$ 339.78
080262	428	OFFICE DEPOT		\$ -	\$ 615.30	\$ 615.30
080262	428	OFFICE DEPOT		\$ -	\$ 234.35	\$ 234.35
080262	428	SPRINT		\$ -	\$ 157.56	\$ 157.56
080262	428	TEXTEDLY COM		\$ -	\$ 20.00	\$ 20.00
080262	440	PLANETIZEN INC		\$ -	\$ 144.00	\$ 144.00
080262	440	SPIRIT OF JEFFERSON		\$ -	\$ 46.14	\$ 46.14
080262	440	SPIRIT OF JEFFERSON		\$ -	\$ 97.30	\$ 97.30
080262	440	SPRINT		\$ -	\$ 167.64	\$ 167.64
080262	440	THE JOURNAL PUBLISH		\$ -	\$ 656.68	\$ 656.68
080262	440	WVFMA		\$ -	\$ 185.00	\$ 185.00
080262	440	WVFMA		\$ -	\$ 185.00	\$ 185.00
080262	700	AMAZON		\$ -	\$ 79.03	\$ 79.03
080262	700	AMAZON		\$ -	\$ 99.00	\$ 99.00
080262	700	AUTOZONE		\$ -	\$ 37.45	\$ 37.45
080262	700	EL MARIACHI MEXICAN REST		\$ -	\$ 20.08	\$ 20.08
080262	700	GALLS		\$ -	\$ 187.00	\$ 187.00
080262	700	GALLS		\$ -	\$ 643.00	\$ 643.00
080262	700	GOWERS FEED INC		\$ -	\$ 68.38	\$ 68.38
080262	700	GS IMAGES		\$ -	\$ 585.00	\$ 585.00
080262	700	INST. OF POLICE TECH/MAN		\$ -	\$ 149.00	\$ 149.00
080262	700	MARRIOTT		\$ -	\$ 220.00	\$ 220.00
080262	700	SLEEP INN		\$ -	\$ 89.00	\$ 89.00
080262	700	SPRINT		\$ -	\$ 1,569.64	\$ 1,569.64
080262	700	THE RESORT AT GLADESPRIN		\$ -	\$ 19.84	\$ 19.84
080262	700	TPS-TOWN POLICE SUPPLY		\$ -	\$ 1,498.00	\$ 1,498.00

080262	700	WV SIGNAL & LIGHT		\$ -	\$ 921.40	\$ 921.40
080262	711	BJ'S CUSTOM CREATIONS		\$ -	\$ 136.00	\$ 136.00
080262	711	CHARLES TOWN AUTO WASH		\$ -	\$ 25.68	\$ 25.68
080262	711	SPRINT		\$ -	\$ 190.54	\$ 190.54
080262	711	SUMITTRA THAI KITCHEN/BA		\$ -	\$ 312.00	\$ 312.00
080262	711	WEIS MARKETS		\$ -	\$ 9.69	\$ 9.69
080262	711	WV DMV CHARLES TOWN		\$ -	\$ 12.50	\$ 12.50
080262	711	WVFMA		\$ -	\$ 185.00	\$ 185.00
080262	712	CDW GOVERNMENT		\$ -	\$ 749.00	\$ 749.00
080262	712	FRONTIER		\$ -	\$ 4,917.85	\$ 4,917.85
080262	712	HAMPTON INNS		\$ -	\$ 110.00	\$ 110.00
080262	712	SPRINT		\$ -	\$ 890.36	\$ 890.36
080262	716	SPRINT		\$ -	\$ 55.88	\$ 55.88
080262	716	THE HOME DEPOT		\$ -	\$ 44.97	\$ 44.97
080262	717	APOLLO OIL LLC		\$ -	\$ 870.21	\$ 870.21
080262	717	BOBS AUTO CENTER		\$ -	\$ 79.00	\$ 79.00
080262	717	FISHER AUTO PARTS		\$ -	\$ 576.29	\$ 576.29
080262	717	HAGERSTOWN FORD		\$ -	\$ 221.57	\$ 221.57
080262	717	NAPA AUTO PARTS		\$ -	\$ 660.85	\$ 660.85
080262	717	RAMEY'S USED AUTO GROUP		\$ -	\$ 225.00	\$ 225.00
080263	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 903.87	\$ 903.87
TOTAL					\$ 287,419.58	\$ 287,419.58

Motion by Ms. Tabb to approve the Accounts Payable for June 21, 2018 in the amount of \$287,419.58. Motion seconded and unanimously approved.

MANUAL CHECKS

O57			
Date	Check #	VENDOR	Amount
6/15/2018	301	JEFFERSON CO FARMLAND PROT.	\$ 77,549.54
ASSESSOR VALUATION			
O56			
Date	Check #	VENDOR	Amount

6/15/2018	685	UNITED BANK	\$ 1,478.00
TOTAL			\$ 79,027.54

Motion by Mr. Hudson to approve the Manual Checks for June 15, 2018 in the amount of \$79,027.54. Motion seconded and unanimously approved.

COAL SEVERANCE			
002			
Date	Check #	VENDOR	Amount
6/22/2018	460	ASHPAUGH & SCULCO CPA	\$ 6,195.00
6/22/2018	461	EASTRIDGE HEALTH SYSTEMS	\$ 1,400.00
DOG & KENNEL			
003			
Date	Check #	VENDOR	Amount
6/22/2018	263	SHERIFF OF JEFFERSON CO	\$ 41,942.65
MAGISTRATE COURT			
005			
Date	Check #	VENDOR	Amount
6/22/2018	339	SHERIFF OF JEFFERSON CO	\$ 37,649.32
ASSESSOR VALUATION			
056			
Date	Check #	VENDOR	Amount
6/22/2018	686	SHERIFF OF JEFFERSON CO	\$ 482,485.59
6/22/2018	687	MILLER'S SUPPLIES AT WORK	\$ 435.60
6/22/2018	688	MONROE SYS FOR BUSINESS	\$ 726.00
VOTER REGISTRATION			
063			
Date	Check #	VENDOR	Amount
6/22/2018	217	SECRETARY OF STATE'S OFF	\$ 549.00

SHERIFF C/O			
246			
Date	Check #	VENDOR	Amount
6/22/2018	1676	TYLER TECH	\$ 17,462.50
TOTAL			\$ 588,845.66

Motion by Ms. Tabb to approve the Manual Checks for June 22, 2018 in the amount of \$588,845.66. Motion seconded and unanimously approved.

PUBLIC COMMENT

David Tabb, resident – spoke regarding his personal grievances against the Commission.

PRESENTATIONS

1. Jacqueline Shadle and Gail Magaha, Jefferson County Clerk’s Office – requested the approval of depository bonds for Fiscal Year 2018-2019.
 - **Motion by Ms. Tabb to approve the Depository Bonds for 2018-2019 for United Bank, the Bank of Charles Town, BB&T, and Jefferson Security Banks as presented. Motion seconded and unanimously approved.**

2. 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 insurance coverage for volunteers and community service participants
 - Discussion of Jefferson County Civil Action #18-C-25.
 - Discussion of Jefferson County Civil Action #17-C-63.

- **Motion by Mr. Compton to enter into Executive Session to receive legal advice. Motion seconded and unanimously approved.**
- **Motion by Mr. Compton to come out of Executive Session. Motion seconded and unanimously approved.**
- **Motion by Mr. Compton to allow counsel to file an evidentiary hearing request with the Public Service Commission of West Virginia regarding the Jefferson County PSD consolidation. Motion seconded and unanimously approved.**

UNFINISHED BUSINESS

3. Existing leases for county owned buildings and land (JC) - Mr. Compton stated he wished to delay this matter until one of the July County Commission meetings.

NEW BUSINESS

4. Discuss County Commission Regular Meeting July 5, 2018
 - **Motion by Mr. Compton to cancel the July 5, 2018 County Commission meeting. Motion seconded and unanimously approved.**
5. Renew Mutual Aid Agreement between the City of Martinsburg and Jefferson County – it was the consensus of the Commission to delay action on this item until the following meeting.
6. Appointment to the MARC Train Working Group
 - **Motion by Mr. Compton to appoint Commissioner Patsy Noland to serve as the liaison for the MARC Train working group. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Request Grade/Status Change to Temporary Full-Time Public Safety Dispatcher
 - **Motion by Ms. Tabb to approve the status change for Erica Wilkins to temporary full time public safety dispatcher. Motion seconded and unanimously approved.**

- Approval to Hire Deputy Director/Planner/Program Manager – Homeland Security and Emergency Management
 - **Motion by Mr. Compton to approve the hire of James Sager at a Grade IV, Step D as presented. Motion seconded and unanimously approved.**
 - Annual Performance & Review Policy / Compensation Policy
 - **Motion by Ms. Tabb to approve policies 204 (Compensation) and 207 (Annual Performance Appraisal) as presented by Ms. Grove. Motion seconded and unanimously approved.**
 - Update CVB Property – Ms. Grove stated the Building Commission had met to approve the transfer of the CVB property from the Commission to the CVB itself.
7. The Commission meeting was adjourned at 7:33 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

JOSHUA COMPTON, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 391,794.23	\$ -	\$ 391,794.23
	\$ -		
6.2% Tax Payable OASDI	\$ 23,319.95	\$ -	\$ 23,319.95
1.45% Tax Payable HI	\$ 5,453.91	\$ -	\$ 5,453.91
Fed Withholding	\$ 36,605.84	\$ -	\$ 36,605.84
WV State Withholding	\$ 16,964.90	\$ -	\$ 16,964.90
PERS Retirement Deduct 4.5%	\$ 10,937.77	\$ -	\$ 10,937.77
PERS Retirement Deduct 6%	\$ 2,660.64		\$ 2,660.64
Hosp. Pre-Tax	\$ 13,212.00		\$ 13,212.00
Cancer/ICU Pre-Taxed	\$ 908.12		\$ 908.12
Cancer/ICU Not Pre-Taxed	\$ 1,045.57		\$ 1,045.57
Optional Life Not Pre-Taxed	\$ 1,997.76		\$ 1,997.76
Christmas Club	\$ 5,200.00		\$ 5,200.00
Wage Attach #1	\$ 1,552.46		\$ 1,552.46
Wage Attach #3	\$ -		\$ -
DSRS Retirement Deduct 8.5%	\$ 6,547.06		\$ 6,547.06
457 - Nationwide	\$ 849.00		\$ 849.00
457I - Empower	\$ 2,490.00		\$ 2,490.00
457R - Roth	\$ 315.00		\$ 315.00
MD State Tax	\$ 581.22		\$ 581.22
D/VF	\$ 1,545.64		\$ 1,545.64
VA. State Tax	\$ 125.75		\$ 125.75
COLONIAL(PLUS)	\$ 102.55		\$ 102.55
Total Deductions	\$ 132,415.14	\$ -	\$ 132,415.14
Net Wages Total	\$ 259,379.09	\$ -	\$ 259,379.09
Payroll Date	14-Jun-2018		

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 403,912.87	\$ 46.50	\$ 403,959.37
	\$ -		
6.2% Tax Payable OASDI	\$ 24,078.22	\$ 2.64	\$ 24,080.86
1.45% Tax Payable HI	\$ 5,631.26	\$ 0.62	\$ 5,631.88
Fed Withholding	\$ 41,338.65	\$ 2.82	\$ 41,341.47
WV State Withholding	\$ 17,778.56	\$ 1.91	\$ 17,780.47
PERS Retirement Deduct 4.5%	\$ 11,044.78	\$ 2.09	\$ 11,046.87
PERS Retirement Deduct 6%	\$ 2,662.01		\$ 2,662.01
Hosp. Pre-Tax	\$ 13,132.00		\$ 13,132.00
Cancer/ICU Pre-Taxed	\$ 908.12		\$ 908.12
Cancer/ICU Not Pre-Taxed	\$ 1,045.57		\$ 1,045.57
Optional Life Not Pre-Taxed	\$ 1,997.76		\$ 1,997.76
Christmas Club	\$ 5,120.00		\$ 5,120.00
Wage Attach #1	\$ 1,410.51		\$ 1,410.51
Wage Attach #3	\$ -		\$ -
DSRS Retirement Deduct 8.5%	\$ 6,447.75		\$ 6,447.75
457 - Nationwide	\$ 849.00		\$ 849.00
457I - Empower	\$ 2,490.00		\$ 2,490.00
457R - Roth	\$ 415.00		\$ 415.00
MD State Tax	\$ 589.45		\$ 589.45
D/VF	\$ 1,517.44		\$ 1,517.44
VA. State Tax	\$ 108.89		\$ 108.89
COLONIAL(PLUS)	\$ 102.55		\$ 102.55
Total Deductions	\$ 138,667.52	\$ 10.08	\$ 138,677.60
Net Wages Total	\$ 265,245.35	\$ 36.42	\$ 265,281.77
Payroll Date	28-Jun-2018		

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 397,350.35	\$ -	\$ 397,350.35
	\$ -		
6.2% Tax Payable OASDI	\$ 23,637.54	\$ -	\$ 23,637.54
1.45% Tax Payable HI	\$ 5,528.15	\$ -	\$ 5,528.15
Fed Withholding	\$ 37,271.82	\$ -	\$ 37,271.82
WV State Withholding	\$ 17,202.64	\$ -	\$ 17,202.64
PERS Retirement Deduct 4.5%	\$ 10,789.60	\$ -	\$ 10,789.60
PERS Retirement Deduct 6%	\$ 3,021.65		\$ 3,021.65
Hosp. Pre-Tax	\$ 14,102.50		\$ 14,102.50
Cancer/ICU Pre-Taxed	\$ 365.13		\$ 365.13
Cancer/ICU Not Pre-Taxed	\$ 1,585.82		\$ 1,585.82
Optional Life Not Pre-Taxed	\$ 1,937.03		\$ 1,937.03
Christmas Club	\$ 5,120.00		\$ 5,120.00
Wage Attach #1	\$ 904.45		\$ 904.45
Wage Attach #3	\$ -		\$ -
DSRS Retirement Deduct 8.5%	\$ 6,504.66		\$ 6,504.66
457 - Nationwide	\$ 849.00		\$ 849.00
457I - Empower	\$ 2,470.00		\$ 2,470.00
457R - Roth	\$ 415.00		\$ 415.00
MD State Tax	\$ 581.22		\$ 581.22
D/VF	\$ 1,631.48		\$ 1,631.48
VA. State Tax	\$ 86.08		\$ 86.08
COLONIAL(PLUS)	\$ 84.92		\$ 84.92
Total Deductions	\$ 134,088.69	\$ -	\$ 134,088.69
Net Wages Total	\$ 263,261.66	\$ -	\$ 263,261.66
Payroll Date	12-Jul-2018		

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: **July 19, 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: **Nikki Painter**

Department or Organization: **County Clerk's Office**

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

Date Requested – 1st Choice: **July 19, 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Advertise for Payroll Clerk at a 4F – 4H**

Please provide the County Commission with a description of your request or presentation, including any background information: **The position to be filled in payroll is currently a 4D (\$40,703.52) and was originally intended to be a backup to payroll and accounts payable/receivable. It is the clerk's goal to advertise the position as a 4F to 4H (\$43,791.90 – \$46, 315.71) and change the position description to be a direct replacement of the current payroll clerk that is expected to retire once the new hire is adequately trained. The requirements for the new hire are more stringent than previously advertised and match the higher starting salary. The increase in salary will allow us to be competitive with surrounding areas and pull in a more experienced applicant. Depending on the length of the training period, the budget impact will be minor.**

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): **To approve the advertisement for a payroll clerk at a 4F – 4H**

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

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Full-Time Opening for Payroll Clerk

Closing Date: Friday, August 3, 2018

Salary: \$43,741.90 – \$46,315.71

Seeking a payroll professional with minimum of 3-5 years of experience processing payroll for approx. 200 or more full and part-time employees. Must demonstrate proficiency in all areas at the end of the training period in order to become Deputy County Clerk.

Skills and Qualifications: creating/maintaining excel spreadsheets and knowledge of payroll/accounts payable processes to include filing quarterly 941's, state withholdings and unemployment returns, reconcile invoices for medical, dental, vision, and life insurance plans to payroll deductions/benefits on a monthly basis and knowledge of Affordable Care Act filings. Must be able to analyze information, have accurate data entry skills, strong attention to detail, keep confidentiality, possess thoroughness, and have an understanding of general math, financial software systems and reports. Must have excellent verbal and written communication skills, work independently as well as be a team member and have a friendly personality.

High school diploma required. Bachelor's Degree in Accounting or related field preferred.

Applicant considered for an interview must submit a resume and three professional references to Nikki Painter via email to npainter@jeffersoncountywv.org.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Auditor JB McCuskey and Gary W Cogle, Jr.

Department or Organization: **WV State Auditor's Office**

Estimation of amount of time needed for appointment: 20 to 30 minutes

Date Requested – 1st Choice:

If a specific date is needed, please provide reason for specific date: ~~May 17th~~ July 19, 2018

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Open GOV Website

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information: Gary W Cogle, Jr

Email address: Gary.Cogle@WVSAO.GOV

Phone Number: 304-676-9501

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bill Clark Nic Diehl

Department or Organization: Region 9 Council - JDA

Estimation of amount of time needed for appointment: - 15 - 20

Date Requested - 1st Choice: July 19
If a specific date is needed, please provide reason for specific date:

Date Requested - 2nd Choice: AUGUST 2

Subject (Wording to be placed on agenda): SCBG Broadband Planning Grant

Please provide the County Commission with a description of your request or presentation, including any background information:
Region 9 is willing to assist with a grant request for Broadband planning grant. SCBG available

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
JCC to be forward with an application process for a SCBG Broadband Planning Grant and authorize Advertiser for public participation plan and process including to a Public Meeting.
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: bclark@region9wv.com Phone Number: 304-262-1743

FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/RECOMMENDATION
not applicable

JEFFERSON COUNTY COMMISSION CITIZEN PARTICIPATION PLAN

PURPOSE:

This Citizen Participation Plan is designed for the purpose of actively involving community residents, especially low and moderate income persons, members of minority groups, residents of blighted areas, and residents of proposed program impact areas in the SCBG program process.

SCOPE OF CITIZEN PARTICIPATION

The Jefferson County feels citizen participation can be an influential non-governmental factor on the development and direction of the SCBG program. Therefore, citizens will be provided an opportunity to participate in the

- determination of priorities
- development of community development strategies:
- amendment to the community development program;
- planning, implementation and assessment of the SCBG program

In order that citizens of Jefferson County may fully participate in the development of the SCBG programs, the Jefferson County Commission will

- A. Schedule public meetings to obtain citizens views and respond to citizens proposals prior to
 1. Identification of community development and housing needs (including the needs of low and moderate income persons)
 2. Preparation of SCBG pre-application,
 3. submission of the full application
 4. budget revisions, and
 5. amendment to community development program
- B. Schedule public meetings at times and locations which permit participation
- C. Provide appropriate accessible notice of public meetings at least five (5) days prior to meeting. The Jefferson County Commission will use block advertisements to assure that the notice will contain required language and be presented in a conspicuous manner so as to promote public. Additionally, the Jefferson County Commission will post the notice and will request that other public agencies within the community also post the notice in a conspicuous manner. The Jefferson County Commission will encourage the local news media to carry general news articles.

- D. Solicit and respond to citizens' view and proposals
- E. Provide full public access to program information and affirmative efforts to get adequate information to citizens. At a minimum the following will be provided:
 - 1. At the pre-application stage information provided to the public will include: The total amount of funds that may be applied for by the applicant from the SCBG program; the process to be followed in soliciting and responding to the view of the public in a timely manner; and a summary of other important program requirements.
 - 2. At the application stage the Jefferson County Commission will review the proposed SCBG application. Detail will be provided on activities to be undertaken, expected program impact, and estimated cost.
 - 3. Once the SCBG program has been approved for funding the Jefferson County Commission will seek public participation when proposing amendments to the SCBG program, and when assessing program success, the Jefferson County Commission will hold at least one public meeting during the final performance report and may seek additional public input at the planning and implementation stages if Jefferson County Commission deems it appropriate.
- F. Make available (during public hearings/through newspaper publications) program requirements
- G. Comments on the proposed application and responses thereto will be included in the final application
- H. Submit a certificate of assurances with the application assuring that all appropriate requirements have been met

These measures have the potential for promoting local government accountability to its citizens. Community involvement, however, shall not be construed to restrict the responsibility or authority of the Jefferson County Commission for the development of the application and execution of its SCBG program.

TECHNICAL ASSISTANCE

The Jefferson County Commission will provide technical assistance to groups' representative of persons of low and moderate income that request such assistance. Technical will be provided with the purpose of increasing understanding of the SCBG program, identifying needs of the community and low and moderate income persons, suggesting alternative programs to meet community needs, and assessing the impact of proposed and actual SCBG activities. Assistance when requested will specially include preparation of informational handouts and arranging for briefings on SCBG program requirements, application procedures, and administrative rules and regulations. Additionally, the Jefferson County Commission will refer groups to agencies which may provide additional in depth assistance and may request that the Region 9 Planning and Development Council provide additional assistance.

COMPLAINT AND GRIEVANCE PROCEDURE

The Jefferson County Commission encourages public participation and invites citizens to submit comments and complaints on all aspect of program performance through the program period. Complaints of the public will be addressed as follows:

- A. Any person with a complaint about the Jefferson County SCBG program or who believes that he/she has been discriminated against by reason or race, color, religion, sex, age, national origin, or handicap or otherwise unjustly treated in connection with any Small Cities Block Grant (SCBG) action taken by or under the authority of the Jefferson County Commission and communicated this belief to the President of the Jefferson County Commission, shall be advised of his or her right to seek advice and conciliation through the President, or an individual designated by the President. Additionally, the person making the complaint shall be informed of his/her right to a written response within fifteen (15) days of his/her submission of a written complaint
- B. The aggrieved party shall, within thirty (30) days of the action giving rise to his/her complaint, submit the complaint in writing to the President of the Jefferson County Commission. Program staff will be available during normal business hours to receive citizen inquires and complaints and to initiate response to such inquires and complaints
- C. The Commission President or a person designated by the President shall conduct such investigation as deemed appropriate in the circumstances, and shall seek to conciliate the complaint with the appropriate person(s). A written response to the citizen complaint will be prepared within fifteen (15) working days.
- D. If the Commission President is unable to affect a satisfactory resolution of the matter through conciliation, the Person or a person designated by the Mayor shall complete an initial investigation and forward recommendations to the Jefferson County Commission. Additionally, the individual filing the complaint will be informed in writing within fifteen (15) days of filing the written complaint that the matter is under investigation and that a final decision will be made by the Jefferson County Commission. The individual must also be provided with a written schedule for resolution of the complaint.
- E. Should the individual filing the complaint object to the decision or finding of the Commission President or the President's designee the individual may appeal the decision to the Jefferson County Commission. This appeal must be in writing and must be filed within fifteen (15) days of the Mayor's decision.
- F. If the Commission President cannot conciliate the complaint or if the individual filing complaint appeals the Commission President's decision the Jefferson County Commission shall meet and review the initial report, recommendations of the Mayor, the written appeal (if filed), and if it deems necessary hear from all appropriate

persons. A three (3) day written notice will be given for such a meeting. The Jefferson County Commission shall render its written decision of all parties within ten (10) days of the meeting. All parties shall be informed that the decision of the Jefferson County Commission may be appealed to the State of West Virginia for consideration under the State's SCBG grievance procedure.

NEEDS OF NON ENGLISH SPEAKING RESIDENTS

The Jefferson County Commission will make reasonable accommodations to provide assistance to Non-English speaking individuals. Non-English speaking persons that wish to participate in the citizen review process should contact the Jefferson County Commission office in advance of the scheduled meetings. The Jefferson County Commission will hold the 2 required public hearings in English. However, should Non-English speaking resident request assistance with public participation the Jefferson County Commission will attempt to arrange for translation of the SCBG program information.

Approved and adopted this ___th___ day of July, 2018.

Jefferson County Commission

President

Attest:

Administrator

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **July 19, 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interview/Appointment to the Eastern Panhandle Regional Planning and Development Council (Region 9) – one two-year term ending June 30, 2020 – Discussion/Action**

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

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

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 19, 2018 or as soon thereafter as the Commission may decide:

**Eastern Panhandle Regional Planning and Development Council
(Region 9): one two-year term ending June 30, 2020.**

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

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



May 23, 2018

Patsy Noland
Jefferson County Commission
124 E. Washington Street
PO Box 250
Charles Town, WV 25414

Dear Ms. Noland:

The time has come for the Commission to determine an individual to appoint to the Eastern Panhandle Regional Planning and Development Council (Region 9). Each appointee serves a two year term beginning on July 1, 2018 continuing until June 30, 2020.

Nic Diehl currently serves as the Jefferson County Commission's appointee through June 30, 2018.

Region 9 requests a letter no later than July 1, 2018 confirming the Commission's appointment (or re-appointment of the current member) for the July 1, 2018 – June 30, 2020 term. Thank you for appointing valuable and dedicated members to the council. We look forward to a productive year.

Sincerely,

Bill Clark
Executive Director



JCDA

Jefferson County Development Authority

June 27, 2018

Ms. Jessica Carroll
Executive Administrative Assistant
Jefferson County Commission
124 East Washington Street
Charles Town, WV 25414

Dear Ms. Carroll:

Thank you for your letter regarding the expiration of my term on the Eastern Panhandle Regional Planning and Development Council. Please be advised that I wish to continue to serve on the Council for the next term.

Sincerely,

Nicolas H. Diehl
Executive Director

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **July 19, 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interview/Appointment to the Jefferson County Parks and Recreation Commission – three 3-year terms ending June 30, 2021 – Discussion/Action**

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

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

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 19, 2018, or as soon thereafter as the Commission may decide:

Jefferson County Solid Waste Authority - one four year term ending June 30, 2022.

Jefferson County Parks and Recreation Commission - three (3) three-year terms ending June 30, 2021.

Summit Point Library Committee - one four year term ending June 30, 2022.

Harpers Ferry - Bolivar Public Service District - one six year term ending June 30, 2024.

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

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

Received

JUL 02 2018

Jefferson County Commission

June 19, 2018

Jefferson County Commission
PO Box 250
Charles Town, WV 25414

Dear Commissioners:

This letter comes to you to inform you that I wish to seek re-appointment to my seat on the Jefferson County Parks and Recreation Commission for another term.

I have served on the Commission for several years and currently sit in the seat of President of the Commission. I believe that I have been an active and contributing member of the Parks and Recreation Commission since my initial appointment and will continue to be so. I bring constitutional knowledge of the board as well as consistency in my service that will help maintain relationships with current board members and staff as well as allow me to share information with any new board members the County Commission may appoint.

It is with joy that I have served and seek to continue serving. The well-being of our county's residents with regard to parks and recreation offerings is essential and I value my time given to helping promote recreational offerings as well as other social and cultural events into which the department may delve.

I plan to be in attendance at the July 19 County Commission meeting for the interview process should you have any questions for me at that time.

Sincerely,



Toni Milbourne

Jessica Carroll

From: Ann Mountz <chann74@gmail.com>
Sent: Monday, July 02, 2018 2:04 PM
To: Jessica Carroll
Subject: JCPRC renomination

Jessica,

I am writing to ask that the County Commission renominate me to a position on the Jefferson County Parks and Recreation Commission. I currently serve as vice-president of the board, chair of the infrastructure committee, and project manager for the amphitheater construction project. I have enjoyed my time on the board and would like to continue serving the community in this capacity. Thank you for your consideration.

Sincerely,
Ann Mountz

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **July 19, 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interview/Appointment to the Harpers Ferry – Bolivar Public Service District – one 6-year term ending June 30, 2024 – Discussion/Action**

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

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

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 19, 2018, or as soon thereafter as the Commission may decide:

Jefferson County Solid Waste Authority - one four year term ending June 30, 2022.

Jefferson County Parks and Recreation Commission - three (3) three-year terms ending June 30, 2021.

Summit Point Library Committee - one four year term ending June 30, 2022.

Harpers Ferry - Bolivar Public Service District - one six year term ending June 30, 2024.

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

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

Received

JUL 11 2018

Jefferson County Commission

Helen A. Dettmer
52 Carter Lane
Harpers Ferry, WV 25425
304-535-2177

July 7, 2018

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

I am seeking an appointment to the Harpers Ferry – Bolivar Public Service District to serve on their board.

As a 28 year resident of Bolivar I have a direct interest in serving my community. I have inquired about this position and understand that a training session for the board is a requirement and if approved I will be able to have time to complete this training. As an elected official of Bolivar in the position of Mayor I serve on Regions 9's board, finance committee and executive board, I feel this experience brings with it the tools to see that our PSD can get any help that they may request. They are half way through the plant revamp and all is progressing very well.

Please know that I have the integrity to be a good representative and conduct myself in an ethical manner if I receive this appointment.

Thank You for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Helen Dettmer', written in a cursive style.

Helen Dettmer

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: July 19, 2018

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Interview/Appointment to the Jefferson County Emergency Services Agency – two 3-years terms for Citizen Representative ending June 30, 2021 – Discussion/Action

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 19, 2018 or as soon thereafter as the Commission may decide:

Jefferson County Emergency Services Agency Board - two three year terms for Citizen Representative, ending June 30, 2021.

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

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

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

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

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

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

Elliot Simon
21 Chestnut Place
Harpers Ferry, WV 25425
(304) 725-9446
esimon779@gmail.com

Received

JUL 02 2018

Jefferson County Commission
124 East Washington Street
PO Box 250
Charles Town, WV 25414

Jefferson County Commission

Re: Appointment to the Jefferson County Emergency Services Agency Board

To: Jessica Carroll, Executive Administrative Assistant

June 19, 2018

Dear Ms. Carroll,

Thank you for your correspondence of June 15, 2018. I would be grateful for Commission's consideration for re-appointment to the Jefferson County Emergency Services Agency. I am willing and able to serve another term. Please nominate me for the position.

Yours truly,



Elliot Simon

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **July 19, 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interview/Appointment to the Jefferson County Board of Health – one five-year term ending June 30, 2023 – Discussion/Action**

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

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

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 19, 2018 or as soon thereafter as the Commission may decide:

Jefferson County Board of Health: one five-year term ending June 30, 2023.

§ 16-2-7. Appointment to and Composition of County Boards of Health; Qualifications; Number of Appointees

A county board of health is composed of five members selected and appointed by vote of the county commission. Each member appointed to the county board of health shall be a resident of the county. No more than two members who reside in the same magisterial district may be appointed and no more than two members may be appointed who are personally licensed or certified in, engaged in, or actively participating in the same business, profession or occupation. No more than three members of a county board of health may belong to the same political party.

Currently seeking qualified applicants who reside in the following districts: Charles Town District, Kabletown District, Harpers Ferry District, and Middleway District.

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

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



1290 W. Washington St., P.O. Box 707, Harpers Ferry, WV 25425

anvilrestaurant.com anvilrestaurant@gmail.com

June 12, 2018

Jefferson County Commission

P.O. Box 250

Charles Town, WV 25414

Re: Open position for Jefferson County Board of Health

Dear Commissioners,

I would be interested in continuing to serve on the Jefferson County Board of Health for the term ending in June, 2021.

I have been a resident of Jefferson County since 1970 and have owned and operated The Anvil Restaurant in Harpers Ferry since December of 1985. I believe my successful history in the restaurant business makes me uniquely qualified to serve on this board. In addition, I have been employed by Henry Davenport of Altona Farm since 1978.

Education: Hinton High School, Marshall Univ. BA, Shepherd Univ. BA Accounting

Yours truly,

Ann Maddy Smith



Jefferson County Commission

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Steve Prunty, Esquire and James Crawford, Esquire

Department or Organization: **Oak Meadow, LLC**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **July 19, 2018**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Receive Petition and Set Hearing Pursuant to WV Code 7-12A et. seq. for the establishment of a Keys Ferry Acres Subdivision Maintenance Association

Please provide the County Commission with a description of your request or presentation, including any background information: See Attached. WV Code 7-12A et. seq. establishes the procedures to form a maintenance association for roads or subdivisions that require maintained. The County Commission is the Statutory Body that has the jurisdiction to approve the creation of such maintenance association. By Petition, Oak Meadow, LLC. respectfully requests one to be created for Keys Ferry Acres Subdivision.

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*): Move to accept the Petition for the establishment of the Keys Ferry Acres Subdivision Maintenance Association pursuant to WV Code 7-12A et. seq. and to schedule the appropriate Public Hearing for the matter.

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

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

Contact information: Jim Crawford

Email address: jbciii@clgpllc.com

Phone Number: 304/725-3426

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

600 Quarrier Street
Charleston, West Virginia 25301

101 South Queen Street
Martinsburg, West Virginia 25401

501 Avery Street
Parkersburg, West Virginia 26101



7000 Hampton Center
Morgantown, West Virginia 26505
(304) 285-2500

www.bowlesrice.com

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, Pennsylvania 15317

1217 Chapline Street
Wheeling, West Virginia 26003

480 West Jubal Early Drive, Suite 130
Winchester, Virginia 22601

Steven M. Prunty
Telephone — (304) 285-2505
Facsimile — (304) 285-2526

July 9, 2018

E-Mail Address:
sprunty@bowlesrice.com

County Commission of Jefferson County,
West Virginia
200 E. Washington Street
Charles Town, WV 25414

HAND DELIVERY

Re: Petition to Establish Statutory Road Maintenance Association pursuant to WV Code 7-12A, with regard to Keyes Ferry Acres

Dear Counsellors:

On Thursday, September 17, 2015, Lee Snyder of Snyder Environmental appeared before the County Commission to request that it support the creation of a WV Code 7A-12A statutory Road Maintenance Association with regard Keyes Ferry Acres Subdivision. Mr. Snyder's request was made with the explanation that Keyes Ferry Acres is a 700+ lot subdivision created under the common law during the 1960s. The instruments creating Keyes Ferry Acres did not provide a mechanism whereby the owners of the 700+ lots would collectively maintain the common properties of the Subdivision as would be required by the County for the creation of a new Subdivision today. Thus, Mr. Snyder expressed his desire to try to secure support from the owners of 60% of the Keyes Ferry Lots for a petition asking the County Commission to form statutory Road Maintenance Association to provide a mechanism for all owners of all lots in Keyes Ferry Acres to collectively maintain their common properties. The Commission supported the proposal to potentially create a Road Maintenance Association in Keyes Ferry Acres Subdivision.

WV Code 7-12A-3 provides that:

(a) A petition in writing may be made to the county commission that duly verifies that sixty percent of the persons owning property on both sides of any orphan road, subdivision road, state road or public road in any unincorporated area request the approval of the formation of a maintenance association. The petition shall be accompanied by the proposed maintenance association's recordable documents that establish the association.



July 9, 2018

Page 2

(b) Upon the filing of such petition and the proposed maintenance association documents, the county commission shall fix a time and place for hearing protests and shall require the petitioners to post notice of such hearing in at least two conspicuous places on the state road, public road, orphan road or subdivision road of the area affected, and to give notice thereof by publication of such notice as a Class I legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code. The publication area for such publication shall be the county in which the maintenance association shall be located. The hearing shall be held not less than ten nor more than thirty days after the filing of such petition.

With the help of the Jefferson County Assessor's Office, Mr. Snyder ascertained that there are 756 total Lots in Keyes Ferry Acres Subdivision. With the help of legal counsel and input from other Keyes Ferry Acres lot owners Mr. Snyder prepared proposed maintenance association documents. Those documents were circulated, revised, and then presented for approval by owners of Keyes Ferry Acres lots. The same are now being submitted by this letter to the Commission with the support of the owners of 455 of the total 756 lots (60.317%).

Enclosed please find a Petition For Formation of Keyes Ferry Acres Maintenance Association Pursuant to WV Code 7-12A, et. seq. made by 455 of the 756 lots in Keyes Ferry Acres (60%) together with the Petitioners' proposed maintenance association documents and a proposed Commission Order setting a hearing and requiring posting of notices and the running of a Class I legal advertisement.

The Exhibits to the Petition are as follows:

- Exhibit A – Maintenance Area Map**
- Exhibit B - Original Subdivision Maps**
- Exhibit C – Proposed Maintenance Association Declaration**
- Exhibit D – Proposed Maintenance Association Articles of Incorporation**
- Exhibit E – Proposed Maintenance Association Bylaws**
- Exhibit F – Signature Pages of Petitioning owners of 455 out of a total 756 lots**

Please note that the Declaration is intended to be recorded as deed linking all the individual lots to the corporate Maintenance Association. Therefore, the proposed Maintenance Area Map, Subdivision Maps, Petition, and Order creating the Maintenance Association are also proposed Exhibits to the Declaration to be recorded in the County Clerk's Office.



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Please do not hesitate to call if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'S. Prunty', with a long horizontal flourish extending to the right.

Steven M. Prunty

SMP/smp
Enclosures

DECLARATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION, INC.
A West Virginia non-profit corporation, and
a Statutory Maintenance Association formed pursuant to WV Code Chapter 7, Article 12A.

This Declaration of Keyes Ferry Acres Maintenance Association, Inc., a West Virginia non-profit corporation, and a statutory Maintenance Association formed pursuant to WV Code Chapter 7, Article 12A, made this ____ day of _____, 2018 (“Declaration”).

Whereas, Keyes Ferry Acres, sometimes also referred to on various recorded maps and plats as “Keys Ferry Acres”, “Keyes Feery Acres”, “Keys Ferry Subdivision” and “Keyes Ferry Subdivision” (hereinafter “Keyes Ferry” or “Subdivision”), is a common law residential subdivision situate east of the Shenandoah River in the Harpers Ferry Magisterial District of Jefferson County, West Virginia; and

Whereas, between 1964 and 1973, Howard W. Speaks, Sr., created the Subdivision by subdividing land into 750 original platted residential home-sites or lots (“Lots”) and certain roadways and common areas (“Common Areas”), all as depicted and shown on maps of plats for 36 separate phases or sections (“Sections”) of Keyes Ferry Acres; and

Whereas, the Sections, Lots and Common Areas are depicted and shown on that certain map entitled “Keyes Ferry Acres Subdivision” attached as **Exhibit A**; and

Whereas, Mr. Speaks’ original survey maps or plats establishing each of the 36 Sections are recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, as set forth on **Exhibit B** (hereinafter collectively “Section Plats”); and

Whereas, the common law division of land into lots, streets, alleys, parks and recreation areas depicted on a plat, and subsequent sale of the lots by reference to the plat without reservation, establishes an easement by private dedication appurtenant to each lot to use such streets, alleys and parks to the extent necessary to enjoyment and value of such lots; and

Whereas, Mr. Speaks conveyed the Keyes Ferry Acres Lots by reference to the recorded Section Plats and thereby privately dedicated the street, alley, park and recreation Common Areas as non-exclusive easements appurtenant to each Lot; and

Whereas, the Common Area streets depicted and shown on the Plats (“Roads”) are orphan roads and/or subdivision roads, within Jefferson County and outside of any municipality; and

Whereas, Howard W. Speaks, Sr. conveyed all of his remaining Lots to Oak Meadow L.L.C., a West Virginia limited liability company (“Oak Meadow”), by Deed dated June 29, 2000, which is recorded in the Office of said Clerk in Deed Book 976 at Page 445 (“Oak Meadow Deed”); and

Whereas, Howard W. Speaks, Sr. also conveyed to Oak Meadow his remaining fee interest servient estate to the Roads and Common Area easements; and

Whereas, the common law duty to maintain an easement in such condition that it may be enjoyed is upon those entitled to its use, in absence of some contractual or prescriptive obligation upon owner of servient estate to so maintain it; and

Whereas, the instruments creating Keyes Ferry Acres include no mechanism whereby the owners of the 750 Lots may collectively fulfill their shared duty to maintain their shared Road and Common Area easements; and

Whereas, the instruments creating Keyes Ferry Acres include express allocation of Road and Common Area easement costs and expenses among the Lots; and

Whereas, WV Code § 7-12A permits the Jefferson County Commission to form a statutory maintenance association for the maintenance and improvement of persons owning 60% of the properties on both sides of an orphan road, subdivision road, state road or public road in any unincorporated area; and

Whereas the Roads are orphaned subdivision roads and not, "State local service road[s]", "State road[s]", "Trunkline[s]", "Expressway[s]" "Feeder[s]" "Park and Forrest Road[s]" or otherwise "Public Roads" and as a result they are not part of "State Road System", all as defined by WV Code § 7-12A-1;

Whereas, the requisite statutory majority of owners of Lots in Keyes Ferry Acres identified on **Exhibit C**, desire that the Lots, Roads and parks and recreation area comprising the Additional Property be subjected to a statutory maintenance association to provide a mechanism for construction, improvement, and maintenance of said Common Areas, with all Owners of all Lots in the Subdivision, comprising the members of the statutory maintenance association on an equal per Lot basis; and

Whereas, Oak Meadow supports and desires formation of a statutory maintenance association both in its capacity as a Lot owner and also in its capacity as owner of the fee underlying Roads and a fee interest in the parks and recreation areas; and

Whereas, Oak Meadow has agreed to convey its fee interest in the Common Area Roads, parks and recreation areas to the maintenance association established for Keyes Ferry Subdivision if and when formed by Order of the County Commission of Jefferson County, West Virginia; and

Whereas, a duly verified petition was made to the County Commission of Jefferson County by persons owning sixty (60%) percent of the Lots, requesting approval of the formation of a statutory maintenance association with regard to the Maintenance Area and Keyes Ferry Subdivision;

Whereas, said petition was accompanied by the Maintenance Area Map attached as **Exhibit A** defining the boundaries of the proposed statutory maintenance association for Keyes Ferry Acres; and

Whereas, said petition was also accompanied by this instrument, proposed articles of incorporation and bylaws of the proposed statutory maintenance association for Keyes Ferry Acres (together with the Maintenance Area Map collectively the "Maintenance Association Documents"); and

Whereas, the Maintenance Association Documents establishes residential Lots as units ("Units") for the purpose of allocating statutory maintenance association expenses and voting rights to land within the Maintenance Area; and

Whereas, the Maintenance Association Documents further authorize and empower the statutory maintenance association to act in a democratically organized representative capacity in behalf of the Lot owning members to maintain the Common Areas of Keyes Ferry Acres; and

Whereas, by Order attached hereto as **Exhibit D**, the County Commission of Jefferson County, West Virginia, approved the Maintenance Association Documents, established the Maintenance Area, and made Keyes Ferry Acres Maintenance Association, Inc., the statutory maintenance association for Keyes Ferry Acres (“Association”); and

Whereas, said Order further subjected all Lots and Common Areas to this Declaration, and made all owners of all Lots members of the Association for the purpose of maintaining the Common Areas; and

Whereas, the Association will be incorporated prior to recording of this Declaration by in the Office of the Clerk of the County Commission of Jefferson County, West Virginia; and

Whereas, this Declaration is recorded to create public record notice pursuant to WV Code 40-1-9, of all of the foregoing.

WITNESSETH, effective this _____ day of _____, 2018, the County Commission of Jefferson County, West Virginia, acting by and under the authority of West Virginia Code Chapter 7, Article 12A, et seq., and further acting upon petition of the persons identified on **Exhibit C**, being the owners of sixty (60%) per cent of the land subject to this instrument, hereby makes this Declaration.

1.0 Definitions. In this instrument the following terms shall have the meanings ascribed to them:

1.1 “**Allocated Interest**” means each Unit’s share of the Common Expenses of, and votes in, Association.

1.2 “**Assessment**” means the charge or levy by Association of its Common Expenses to each Unit in accordance with the Unit’s Allocated Interest.

1.3 “**Association**” has the same meaning as “Maintenance Association” and means Keyes Ferry Acres Maintenance Association, Inc., a West Virginia non-profit corporation.

1.4 “**Board**” and “**Board of Directors**” means the group of persons vested with management of the affairs of the corporation irrespective of the name by which the group is designated.

1.5 “**Budget**” means the Association’s Common Expense budget prepared pursuant to Article 6 for the purpose of meeting Association’s fiscal needs.

1.6 “**Common Area**” means all Roads, parks and recreation areas within the Maintenance Area that are owned by Association or within the jurisdiction of the Association for maintenance and improvement purposes. A Common Area may be fee or easement. The Common Area includes, but is not limited to, the real estate depicted on **Exhibit A**, which is the servient estate to the existing Roads, and also the parks and recreation areas designated in the Oak Meadow Deed to be conveyed from Oak Meadow to Association for the purpose of assuring that the Members of Association own and control said lands for their mutual benefit and protection. The Common

Areas specifically include both the KFA Roads and also Common Areas A through K as listed on Exhibit E within the Maintenance Area Boundary depicted on Exhibit A.

1.7 “Common Expenses” means all costs and expenses of the Association.

1.8 “Commission” means the Jefferson County Commission.

1.9 “Improvements” means any present or future street, Road, sidewalk, curbing, drainage facility, lighting, signage, or other improvement or fixture to a Common Area which is owned, constructed or maintained by Association for the benefit of the Units. Improvements shall not include any fixture, structure, pipe, drain, wire, conduit, paving, curb, mailbox, light, or other structure which is situate in a Common Area but owned by a private individual, a governmental entity, or a utility provider pursuant to a license, private third-party easement or otherwise with the specific intent of this limitation being to exclude driveways and other improvements placed in the Common Area by Unit Owners to service the Lot or Unit.

1.10 “Lot” means the original building lot parcels depicted on the original Subdivision plats as opposed to Units which are the current, future and evolving configuration of Lots for allocation of voting rights and Common Expenses of the Association.

1.11 “Maintenance Association” and “Association” mean Keyes Ferry Acres Maintenance Association, Inc., an incorporated non-profit association established pursuant to the requirements of WV Code Section 7-12A, and WV Code Chapter 31E.

1.12 “Maintenance Association Area” means all of the Units and the Common Areas within the perimeter or “Maintenance Association Boundary” depicted and shown on Exhibit A.

1.13 “Maintenance Association Boundary” means the perimeter of the Subdivision as depicted on Exhibit A.

1.14 “Maintenance Association Member” and “Member” mean any person owning a Lot or Unit that fronts on either side of the Roads which are designated by this Declaration and includes all Owners of all Lots or Units. All Owners are members of Association and membership is allotted on a per Unit basis without regard to the number of Owners of a Unit.

1.15 “Maintenance Association Documents” means this Declaration, and also the Articles of Incorporation, Bylaws and Rules and Regulations of Association, all as approved by the Commission as meeting the requirements of this article and filed with the clerk of the Commission, and any amendments or modifications thereto.

1.16 “Maintenance” means the improvements to and upkeep of Common Areas and Improvements, including, clearing, grading, graveling, paving, patching, repairing, building, rebuilding, plowing, and maintaining the same for the protection of health, safety and welfare of Members and the general public.

1.17 “Owner” means any and every record owner, whether one or more persons or entities, of a fee interest in any Unit, excluding those holding an interest merely as security for performance of an obligation and those holding only a leasehold interest or right to occupy a Unit. Ownership

of a security interest in, or leasehold interest in, a Unit does not result in membership in the Association.

1.18 “Requisite Majority” means the sixty (60%) percent or more of the Lots, with regard to the petition made to the Commission, and sixty (60%) percent or more of the Units with regard to certain actions by the Maintenance Association.

1.19 “Roads” means all KFA Roads depicted and shown on **Exhibit A** or any of the Plats excluding therefrom all portions of the State Road System. Roads specifically include Barbara Lane, Beverly Place, Brook Road, Burkett Road, Cedar Hill Drive, Chestnut Drive, Rollison Road, Daisy Lane, Dogwood Road, Dogwood Place, Fox Drive, Greenwood Place, Greenwood Road, Greenwood Drive, Hardwood Circle, Laurie Drive, Hill Top, Honeysuckle Drive, Jeanie G Road, Kelly Drive, Keys Ferry Road, Lake Drive, Lakeview Drive, Maple Drive, Oak Drive, Oak Place, Oak Square, Renie Drive, Ridge Drive, Secret Place, Shady Lane, Shenandoah Drive, Short Drive, Wagon Trail, Wagon Trail Place, Walnut Circle, Walnut Hill Drive, and White Oak Drive. Certain Roads were renamed by Jefferson County as follows: Twin Lake Drive, Keyes Gap Road, Greentree Drive, Scarlet Oak Drive, Mata Lane, Bliss Road, Canyon Road, Little Brook Road, Renie Place, White Dogwood Road, White Dogwood Place, Honeysuckle Rose Drive, McArthur Drive, Hilltop Loop Road, Daisy Ridge Lane, Scarlet Oak Place, Pin Oak Square, Hardwood Lane, Wagon Trail Loop, and Old Chestnut Drive.

1.20 “Unit” means a portion or parcel of land designated as a residential home site either by operation of the original Section Plats as modified or as adjusted by certain mergers of original Lots under the requirements, and with the approval, of the Jefferson County Planning Commission. This Declaration depicts and shows Units on **Exhibit A** for purposes of Allocated Interests and differs from the original Lot configuration to reflect and accommodate four (4) decades of real property conveyances, development and occupancy as well to accommodate future evolution of Keyes Ferry Acres in regard to the construction of homes to meet the needs of the people of Jefferson County. It is the express intent of this instrument that the definition of “Unit” shall be evolutionary to reflect consolidation, combination or subdivision of Lots in the future with the express written approval and consent of the Jefferson County Planning Commission.

1.21 “WV NPCA” means the West Virginia Non-Profit Corporations Act which is codified as Chapter 31E of the West Virginia Code.

2.0 Purpose of the Association. The Association is established pursuant to WV Code § 7-12A-2 to maintain, insure, administer and regulate the Common Area within its jurisdiction and in accordance with the directives of its Membership. The Association is created with the objective of establishing and maintaining the Common Area, including existing and future Improvements thereto, which include, but are not limited to, the Roads, streets, drainage facilities, sidewalks, signs, street lights and other improvements necessary for the protection of health, safety and welfare of the Unit Owners and general public. Provided, that such Improvements shall not include any utility system, pipe, drain, wire, main, pole, conduit, cable, support, guy wire, transformer, other utility component or Improvement owned by any private party, public utility provider or any instrumentality, agency or division of State government, including, but not limited to the West Virginia Department of Transportation, or the County

of Jefferson. The Association is formed to exercise its powers for the collective benefit of all Units and also the general public but shall owe no duty not otherwise imposed by law to any individual Unit Owner. Association is further authorized to cause, make and complete Improvements to the Common Area for the benefit of the Keyes Ferry Acres, the Lots and Owners thereof and also the Association.

3.0 Powers of the Association. The Maintenance Association shall have all the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, including without limitation, the powers set forth in WV Code § 7-12A-5, or WV Code § 31E-3-302, to:

- 3.1 Assess fees for essential services, and
- 3.2 Institute suits for the collection of past due and delinquent fees, and also attorney fees and court costs resulting from such collection efforts.
- 3.3 To sue and be sued, complain and defend in its corporate name;
- 3.4 To make and amend bylaws, not inconsistent with its articles of incorporation or with this Declaration or the laws of this state, for managing and regulating the affairs of the Association as a corporation;
- 3.5 Hire and discharge managing agents and other employees, agents and independent contractors;
- 3.6 Make contracts and incur liabilities; borrow money; issue its notes, bonds, and other obligations; and secure any of its obligations by mortgage, deed of trust, or pledge of any of its property, franchises, or income;
- 3.7 Regulate, improve the maintain, repair, replace and modify the Common Area and Improvements thereto;
- 3.8 Cause additional Improvements to be made as a part of the Common Area;
- 3.9 Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but Common Area in the Maintenance Association Area may be conveyed or subjected to a security interest only pursuant with the prior written consent of the Requisite Majority of the Units;
- 3.10 Grant easements, leases, licenses and concessions through or over the real property or estate or interest in land owned by it;
- 3.11 Cause to be placed or kept in effect liability insurance on Common Area and Improvements thereto;
- 3.12 Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association;
- 3.13 Exercise any other powers necessary and proper for the governance and operation of the real property and Improvements owned by it, and;

3.14 Employ and retain such professionals and other experts whose services may be reasonably required to effectively perform these duties.

3.15 To invest and reinvest its funds;

3.16 To elect directors and appoint officers, employees, and agents of the corporation, and define their duties;

3.17 To impose or levy fines, penalties, dues, assessments, admission and transfer fees upon its members, provided, however, that admission and transfer fees shall be limited to actual expenses incurred as a result of changes of Unit Ownership or changes in membership; and

3.18 To exercise such other powers as are expressly given it by this instrument, the Unit Owners or the County Commission.

4.0 Conduct of Business. Pursuant to West Virginia Code § 7-12A-4:

4.1 The Association is and shall be a West Virginia non-stock non-profit corporation formed pursuant to the WV NPCA and shall conduct its business in accordance with said Act, and its Articles of Incorporation, Bylaws and Rules and Regulations, all as may be amended from time to time. This Declaration shall govern any conflicting provision in the Articles of Incorporation, Bylaws and Rules and Regulations. The Articles of Incorporation shall govern with regard to any conflicting provision of the Bylaws or Rules and Regulations. The Bylaws shall govern with regard to any conflicting provision of any Rules and Regulations.

4.2 Except as set forth below, or otherwise as restricted by the Maintenance Association Documents, or applicable law, the Association's Board may act in all instances on behalf of the Association. The Board of Directors may not act on behalf of the Association to amend this Declaration contrary to Sections XI and XII, below, to terminate the Association, or to elect, or to determine the qualifications, powers and duties, or terms of office of Board members, but the executive board may fill vacancies in its membership for the unexpired portion of any term.

4.3 The Association shall hold an annual Member meeting to elect a Board of Directors with no fewer than five (5) members. All directors shall serve two (2) year staggered terms. The term of a director elected or appointed to fill a vacancy shall expire at the next annual meeting of the Members at which directors shall be elected. Notwithstanding the expiration of a director's term, such director shall continue to serve as a director until his or her successor shall be elected and qualified or until there shall be a decrease in the number of directors. An increase or decrease in the number of Directors shall require the affirmative vote of a Requisite Majority of the Units.

4.4 Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all Units represented and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

4.5 A quorum for Association business at a meeting of the members shall be twenty (20%) per cent of the Units.

4.6 Meetings of the Members and the voting rights of the Members shall be as set forth and provided for in the Bylaws.

5.0 Membership, Allocation of Voting Rights and Common Expenses.

5.1 All Owners are members of Association by virtue of the ownership interest in the Unit.

5.2 Each Units is allocated an equal share of all voting rights in Association and all Common Expenses of Association. Each Unit's share of the votes and Common Expenses is equal to a fraction wherein the numerator is one (1) representing the Unit and the denominator is equal to the total number of Units.

5.3 Association membership, voting rights, and Common Expense liability are not alienable or severable from ownership of a Unit and run with the land. All Unit Owners are jointly and severally liable for the total Common Expenses of Association and all Owners of a Unit are jointly and severally liable for the share of Common Expenses allocated to the Unit.

5.4 All voting shall be cumulative by Unit on Association business and the Owners of a Unit may not cast the vote allocated to the Unit in fractional shares. If the Owners of a Unit cannot cast a consensus vote, the vote allocated to the Unit shall be disregarded on any matter of Association business.

6.0 Budgets and Assessment of Common Expenses.

6.1 All Common Expenses shall be assessed equally to all Units in accordance with the Common Expense Allocations set forth in Section V. Provided, however, that any Common Expense attributable to misuse, abuse, damage or destruction to any Improvement to the Common Areas by the Owners or occupants of less than all Units, may be assessed to only the applicable Units.

6.2 The Association's Board shall annually adopt a proposed Budget for the succeeding calendar year which shall be reasonably calculated to meet the anticipated costs and expenses of the Association for the succeeding calendar year. The Budget may include annualized future costs of reasonably anticipated capital expenditures to occur in future years for items such as comprehensive future paving, gravelling, clearing, grading or resurfacing of roads and streets, construction of drainage facilities appurtenant to roads and streets, and other Improvements. The Board shall thereafter send the Budget to all members of the Association by certified mail not less than thirty (30) days prior to the time the first installment due there under is payable. In the event that multiple owners share an address, only one notice per address need be sent by the Association. Revised Budgets may be adopted and amended mid-year or as needed to meet the actual costs of the Association.

6.3 The proposed budget shall automatically pass and be assessed to the Units unless, the Owners of at least thirty (30%) percent of the Units, shall be signed petition delivered to Association within fifteen (15) days of the mailing, protest the Budget. In the event of a timely protest of the proposed Budget, the most recently enacted Budget of the Association shall remain in full force and effect until either: (a) the proposed Budget is ratified after protest by the

Requisite Majority of the Units; or (b) a new Budget is proposed and published without subsequent protest by Owners of thirty (30%) percent of Units.

7.0 Budget Requirements. The Association's annual Budget shall include, without limitation, premiums relative to insurance covering the Common Areas and the Association's operations, premiums relative to officer and director errors and omissions insurance, the cost and expense of utilities, professional services, mailings, governmental filings, and Common Area repairs, snow removal, maintenance, and improvement, and all other annual or annualized operating expenses of the Association. Annualized costs may be anticipated capital expenses such as paving and may be included in multiple Budgets over multiple years to defer such costs over time by building a capital reserve. No assessment based on a Budget shall be due, or payable, until thirty (30) days after publication of the Budget. Any Budget may be made payable in installments.

8.0 Accounts. The Association shall deposit and maintain all monies collected by it in one or more bank or deposit accounts requiring the signatures of two (2) Board members for withdrawal, transfer or release of funds. Any surplus funds or monies remaining in the possession of the Association at the end of any calendar year for which the same were budgeted and collected shall be held by the Association and credited in favor of the Units on behalf of which the same were collected. Excess funds may not be refunded to the members without consent of the Requisite Majority.

9.0 Special Assessments: In addition to annual assessments and annual Budgets required above, the Board may periodically levy special assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Special assessments shall be subject to the same notice, petition and approval requirements set forth in Article 6.0 with regard to Assessment of Common Expenses.

10.0 Enforcement of Assessments. All fees assessed under in accordance with this Declaration are declared to be debts owing to the Association for which the debtor Unit Owners shall be personally liable. The Association, or an individual designated to act for it, may enforce this liability by appropriate civil action in a court of competent jurisdiction. After being reduced to judgment and filed with the Clerk of the County Commission of Jefferson County, West Virginia, such liability shall be a lien on the debtor's Unit.

11.0 Amendments to this Declaration. Except as set forth in Article 12, this Declaration may not be amended contrary to West Virginia Code 7-12A, without the prior consent and approval of the Commission. This Declaration may otherwise be amended by the Association Board if authorized to do so by written petition signed by the Owners of at a Requisite Majority of all Units. No amendment hereto shall be effective until recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia. Any amendment requiring approval of the Commission shall be recorded with written authorization by the Commission as exhibit thereto, and any Amendment requiring approval of the Unit Owners shall be recorded with the authorizing petition of the Unit Owners as exhibit thereto.

12.0 Consolidation and Subdivision of Units and Boundary Adjustments. Changes to the boundaries and configuration of Lots are subject to planning and zoning approval by Jefferson County. For the purposes of voting right and Common Expense allocations hereunder, a consolidation of Units or subdivision of Units by Jefferson County shall re-allocate voting rights and Common Expenses to at all times remain on a per-Unit and per-permitted home site basis. For example, if Jefferson County approves

combination of two (2) Units as one (1) home site, the resulting zoning and planning parcel will automatically be one Unit hereunder allocated one (1) Association vote and one (1) share of Association expenses. By further example, if Jefferson County permits one (1) Unit to be subdivided into two (2) parcels to be the site of two (2) homes, each resulting home site would be one (1) Unit with one (1) Association vote and one (1) share of Association expenses. Minor boundary adjustments between Units will not trigger a re-allocation of voting rights and Common Expenses unless the total number of home sites within the Maintenance Area changes by consent or agreement of Jefferson County. Association shall, from time to time prepare and record an amendment to this Declaration with accompanying amendment to **Exhibit A** to reflect Jefferson County approved boundary adjustments, subdivisions, mergers or consolidations of Units and re-allocating the Allocated Interests to reflect changes in the total number of Units in the Maintenance Association.

13.0 Conveyance or Encumbrance of Common Area. The Board of Directors is expressly authorized to grant easements and rights-of-way through, over, under or across the Common Area without consent of the Requisite Majority. The Association, may, however, only convey a fee interest in the Common Area if: a) authorized by vote or written consent of the Requisite Majority; and b) all Common Areas are retained.

14.0 Rules and Regulations. Subject to the conflicts provisions of Section 4.1, Rules and Regulations may be enacted and amended by the Board for the purpose of explaining, interpreting and expanding the provisions of the Maintenance Association Documents, or otherwise governing the use and occupancy of any real property owned by Association. Provided, however, that no such modification to the Rules and Regulations shall be enforceable against any party until twenty (20) days after the Rules and Regulations have been published to all Unit Owners. Rules and Regulations may be enacted by the Association for any legitimate, non-discriminatory and permitted purpose so long as the Rules and Regulations do not conflict with the Declaration, Articles, Bylaws, or applicable law.

THE COUNTY COMMISSION OF
JEFFERSON COUNTY, WEST VIRGINIA,

Commissioner: Jane M. Tabb

Commissioner: Patsy Noland

Commissioner: Josh Compton

Commissioner: Caleb Wayne Hudson

Commissioner: Peter Onoszko

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing **DECLARATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION, INC.**, was acknowledged before me, the undersigned Notary Public, by _____

_____,
in their capacity as Commissioners of the County of Jefferson, West Virginia.

My Commission Expires: _____

Notary Public

EXHIBIT A MAINTENANCE AREA PLAT

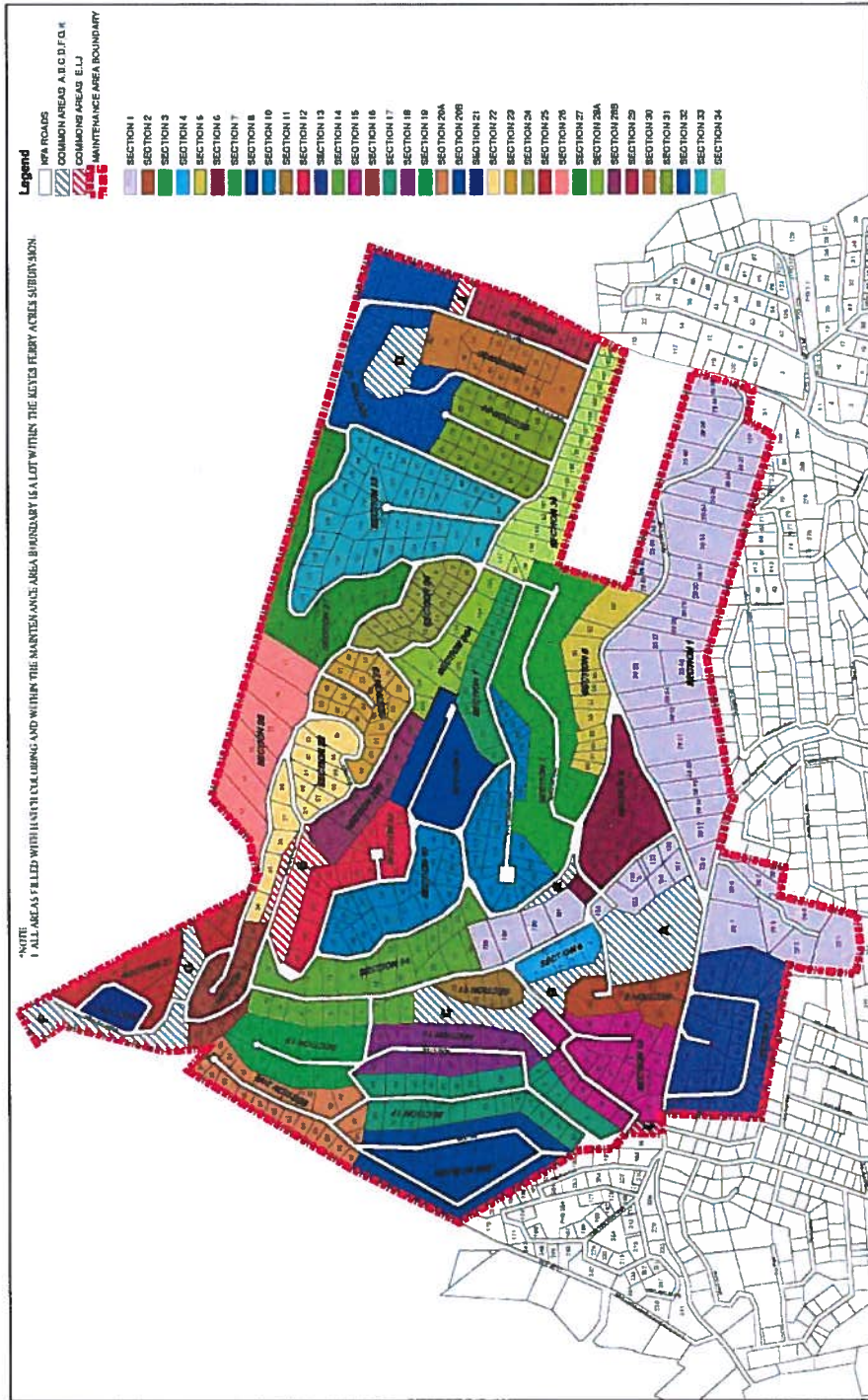


EXHIBIT B

RECORD KEYES FERRY ACRES PLATS

1. That certain Final Plat Section I, Keys Ferry Acres, dated May 19, 1964, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia ("Clerk's Office") in Book 267 at Page 90, as modified by that certain Plat of the Resubdivision of Lots 47-56 Section I, dated August 16, 1964, and recorded in Deed Book No. 275, at Page 114; and also as modified and amended by that certain Plat entitled Re-Subdivision of Lots #1 Through #7 Section #I "Keyes Ferry Acres Sub" dated August 16, 1964, and recorded in Book 269 at Page 163; and
2. That certain Final Plat Section II Keys Ferry Acres, dated June 26, 1965, and recorded in Deed Book 274 at Page 304;
3. That certain Final Plat Section III Keys Ferry Acres, dated December 4, 1965, and recorded in Deed Book 434 at Page 680;
4. That certain Final Plat Section IV Keys Ferry Acres, dated July 16, 1966, and recorded in Deed Book 282 at Page 504;
5. That certain Final Plat Section V Keys Ferry Acres, dated August 20, 1966, recorded in Deed Book 283 at Page 39;
6. That certain Final Plat Section VI ~ "Residential" Keys Ferry Acres, recorded in Book 283 at Page 76, as modified and amended by that certain map or plat entitled ReSubdivision of Lots #1 THRU #4 Section VI Keyed Feery Acres, dated December 1, 1967, and recorded in Deed Book 272 at Page 358;
7. That certain Final Plat Section VII ~ "Residential" Keys Ferry Acres, dated **September 17, 1966**, and recorded in Deed Book 284 at Page 121;
8. That certain map or plat entitled "Residential" Final Plat Section VIII Keys Ferry Acres dated March 26, 1967, recorded in Deed Book 287 at Page 75;
9. That certain map or plat entitled "Residential" Final Plat Section IX Keys Ferry Acres dated April 28, 1967, recorded in Deed Book 288 at Page 480;
10. That certain Final Plat, Section X – Residential Keys Ferry Acres dated July 14, 1967, and recorded in Deed Book 288 at Page 481;
11. That certain Final Plat Section XI - Residential Keys Ferry Acres dated August 26, 1967, recorded in Deed Book 290 at Page 521;
12. That certain map or plat entitled "Residential" Final Plat Section XII Keys Ferry Acres dated September 20, 1967, recorded in Deed Book 290 at Page 522;

13. That certain map or plat entitled “Residential” Final Plat Section XIII Keyes Ferry Acres dated October 21, 1967, recorded in Deed Book 292 at Page 193 and also in Deed Book 293 at Page 151;
14. That certain map or plat entitled “Residential” Final Plat Section XIV Keyes Ferry Acres dated December 16, 1967, recorded in Deed Book 293 at Page 150;
15. That certain map or plat entitled “Residential” Final Plat Section XV Keyes Ferry Acres dated May 12, 1968, recorded in Deed Book 295 at Page 500;
16. That certain map or plat entitled “Residential” Final Plat Section XVI Keyes Ferry Acres dated July 26, 1968, recorded in Plat Book 1 at Pages 23;
17. That certain Final Plat “Residential” Section XVII Keyes Ferry Acres recorded October 3, 1969, in Plat Book 1 at Page 31;
18. That certain “Residential” Final Plat Section XVIII Keyes Ferry Acres recorded August 26, 1969, in Plat Book 1 at Page 25; and
19. That certain plat for Section ”XIX Keyes Ferry Acres” recorded March 3, 1970, in Plat Book 1 at Page 79; and
20. That certain map or plat entitled Keyes Ferry Acres Section XX-A dated February 21, 1970, and recorded in Plat Book 2 at Page 249;
21. That certain map or plat entitled Keyes Ferry Acres Section XX-B recorded August 12, 1971, in Plat Book 1 at Page 239;
22. That certain Final Plat of Section XXI Keyes Ferry Acres recorded March 12, 1973, in Plat Book 2 at Page 363;
23. That certain map or plat entitled Section XXII Keyes Ferry Acres dated February 22, 1973, and recorded in Plat Book 2 at Page 365;
24. That certain map or plat entitled Keyes Ferry Acres Section XXIII recorded March 12, 1973, in Plat Book 2 at Page 367;
25. That certain map or plat entitled Keyes Ferry Acres Section XXIV recorded March 12, 1973, in Plat Book 2 at Page 369;
26. That certain map or plat entitled Keyes Ferry Acres Section XXV recorded November 23, 1970, in Plat Book 1 at Page 155;
27. That certain map or plat entitled Section XXVI Keyes Ferry Acres, dated August 12, 1971, and recorded in Plat Book 1 at Page 241;
28. That certain map or plat entitled Section XXVII Keyes Ferry Acres recorded March 12, 1973, and recorded in Plat Book 2 at Page 371;

29. That certain map or plat entitled Section XXVIII-A Keyes Ferry Acres recorded July 16, 1971 in Plat Book 1 at Page 223;
30. That certain map or plat entitled Section XXVIII-B Keyes Ferry Acres dated September 4, 1970, and recorded in Plat Book 2 at Page 373;
31. That certain map or plat entitled Section XXXIX Keyes Ferry Acres dated February 22, 1973, and recorded in Plat Book 1 at Page 221;
32. That certain map or plat entitled Section XXX Keyes Ferry Acres recorded April July 16, 1971, and recorded in Plat Book 1 at Page 219; and
33. That certain map or plat entitled Section XXXII recorded April 28, 1972, and recorded in Plat Book 2 at Page 309;
34. That certain map or Plat entitled Section XXXIII Keyes Ferry Acres recorded March 13, 1972, and recorded in Plat Book 2 at Page 295; and
35. That certain map or Plat entitled Section XXXIV Keyes Ferry Acres recorded March 12, 1973, in Plat Book 2 at Page 375; and

EXHIBIT C

Petition With Signatures of Owners

COPY OF PETITION TO BE INSERTED

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

***IN THE MATTER OF
PETITION FOR FORMATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION
PURSUANT TO WV CODE 7-12A, et. seq.***

**Residents of Jefferson County Owning Real Property
In Keyes Ferry Acres Subdivision,**

Petitioners.

**PETITION FOR FORMATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION
PURSUANT TO WV CODE 7-12A, et. seq.**

Come now the undersigned, Oak Meadow, L.L.C., a West Virginia limited liability company, and a landowner of Jefferson County, by and through its counsel, Bowles Rice, LLP, to present this Petition by Oak Meadow, L.L.C., and the additional and residents of Jefferson County whose signatures are attached hereto, to request approval of the County Commission of Jefferson County, West Virginia, of the formation of a statutory maintenance association pursuant to WV Code 7-12A, et. seq., and in support of this Petition, the undersigned hereby state as follows:

- 1) Petitioners are the owners identified on **Exhibit F** of more than sixty (60%) percent of the lots in Keyes Ferry Acres subdivision which is situate east of the Shenandoah River in the Harpers Ferry Magisterial District of Jefferson County, West Virginia, as depicted on **Exhibit A** (“Lots”).
- 2) The Petitioners’ Lots front on or are adjacent to, and are accessed by, all the following Keyes Ferry Subdivision streets which are depicted on **Exhibit A** (“Roads”): Barbara Lane, Beverly Place, Brook Road, Burkett Road, Cedar Hill Drive, Chestnut Drive, Collision Road, Daisy Lane, Dogwood Road, Fox Drive, Greenwood Place, Greenwood Road, Hill Top, Honeysuckle Drive, Jeanie G Road, Kelly Drive, Keys Ferry Road, Lake Drive, Lakeview Drive, Maple Drive, Oak Drive, Oak Place, Renie Drive, Ridge Drive, Secret Place, Shenandoah Drive, Short Drive, Wagon Trail, Walnut Circle, Walnut Hill, and White Oak Drive; and
- 3) The Lots and Roads are part of the Keyes Ferry Acres Subdivision (“Development”) developed Howard W. Speaks, Sr. between 1964 and 1974, as more particularly set forth on the maps or plats of said Subdivision identified on and attached as **Exhibit B**; and
- 4) The Roads are platted parcels of land between Lots in the Development, and all owners of the Lots share a common law non-exclusive easement for use of the roads and those platted parcels (“Road Tracts”)
- 5) The Lots and Road Tracts are not situate within the limits of any municipality; and
- 6) The Roads and Road Tracts are not part of the State Road System, as defined in WV Code 7-12A (10); and

- 7) The Lots, Roads and Road Tracts (hereinafter “Maintenance Association Area”) are not governed by any maintenance agreement, covenants or restrictions regarding or providing for the maintenance and upkeep of the Roads or Road Tracts by any party, person or entity; and
- 8) The Roads are “orphan roads” as defined in WV Code 7-12-1; and
- 9) All of the Lots are either used for residential purposes or unimproved; and
- 10) Petitioners desire to form a Maintenance Association comprised of the owners of all Lots, which is empowered to maintain, repair, improve, and insure the Roads and Road Tracts situate within the Maintenance Association Area, set forth on **Exhibit A**;
- 11) Petitioners desire formation of the Maintenance Association for the purposes of protecting the health, safety and welfare of persons and the general public located within the Maintenance Association Area by establishing and maintaining non-Lot improvements within the Maintenance Association Area including constructing and maintaining shared streets, drainage facilities, sidewalks, water and sewer systems, signs, street lights and other improvements necessary for the protection of health, safety and welfare of the general public; and
- 12) Petitioners have prepared recordable Articles of Incorporation and Bylaws for the Maintenance Association and a Declaration governing the Maintenance Association Area, which are attached as **Exhibits C, D, and E** (“Recordable Documents”), and include, among other matters, provisions required by WV Code 7-12A-4 pertaining to the conduct of Maintenance Association’s business, the land it is to maintain, its fee structure, its enforcement rights, and its voting requirements; and
- 13) The Recordable Documents also grant to the proposed Maintenance Association the power and authority to assess fees for essential services, and institute suits for the collection of such fees, attorney fees and court costs, pursuant to WV Code 7-12A-5, subject to the provisions of WV Code 7-12A-6; and;
- 14) Petitioners propose that the Maintenance Association be formed as a non-profit, non-stock domestic corporation as set forth in the proposed Articles of Incorporation of Bylaws of said non-profit corporation attached as **Exhibits D and E**; and
- 15) Petitioners propose that the Maintenance Association, the Lots and the Road Tracts be governed by the recordable Declaration of Keyes Ferry Acres Maintenance Association, Inc., a West Virginia non-profit corporation, and a Statutory Maintenance Association formed pursuant to WV Code Chapter 7, Article 12A, which is attached hereto as **Exhibit C**; and
- 16) Petitioners further desire that the Maintenance Association own the parks and recreation areas of the Subdivision which are depicted on the Keyes Ferry Acres plats because all Lots share a common law easement by private dedication to use the parks and recreation areas; and
- 17) The undersigned verify and certify in accordance with WV Code 7-12-3, that:
 - (a) this Petition is filed in good faith;
 - (b) this Petition bears genuine signatures;

(c) the Recordable Documents address the statutory Maintenance Association purpose; and

(d) that creation of the proposed Maintenance Association will result in special benefits to all owners of Lots, including the Lots currently occupied for residential purposes, abutting on the Roads and Road Tracts within the Maintenance Association Area; and

WHEREFORE, the undersigned Petitioners pray that the County Commission of Jefferson County, West Virginia, within ten (10) days subsequent to the filing of this Petition, enter the Order attached as **Exhibit G**:

(a) fixing a time and place for hearing of protests not less than ten (10) days, nor more than thirty (30) days, subsequent to the filing of this Petition;

(b) requiring the Petitioners to post notice of such hearing in at least two (2) conspicuous places on each Road in the proposed Maintenance Association Area; and

(c) requiring the Petitioners to give notice of the hearing by publication in the Dominion Post of a Class I legal advertisement in compliance with the provisions of WV Code 59-3.

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Verification and Attestation:

I, Lee Snyder, the Manager of Oak Meadow L.L.C. , a West Virginia limited liability company that owns record title to 369.5 of 756 total Lots in Keyes Ferry Acres, hereby make this petition in behalf of Oak Meadow L.L.C., and certify that the attached Lot Owner signature pages were either presented, e-mailed or mailed to all record Lot Owners and verify that the attached signature pages were returned to Oak Meadow L.L.C. bearing the signatures of the Owners of 455 of the 756 total Lots in Keyes Ferry Acres, constituting sixty-percent (60%) or greater of the 756 total Lots.

Oak Meadow L.L.C.
a West Virginia limited liability company,
By Lee Snyder
Its: Managing Member

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

I, Emily Reed, do hereby verify that the foregoing Verification and Attestation was subscribed before me by Lee Snyder the Manager of Oak Meadow L.L.C., a West Virginia limited liability company this 9th day of July 2018, 2018.

My Commission expires: 12/7/19.

Emily Reed
Notary Public

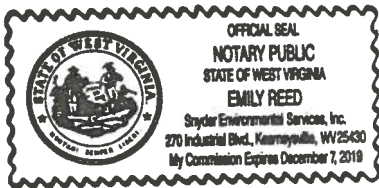


EXHIBIT D
COMMISSION ODER
COPY OF ORDER TO BE INSERTED

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN THE MATTER OF
PETITION FOR FORMATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION
PURSUANT TO WV CODE 7-12A, et. seq.

**Residents of Jefferson County Owning Real Property
In Keyes Ferry Acres Subdivision,**

Petitioners.

ORDER

This day, at a regular session of the County Commission of Jefferson County, West Virginia, held at the Courthouse, on _____, 2018, came the owners of more than 60% of all Lots in Keyes Ferry Acres subdivision, situate in Harpers Ferry Magisterial District of Jefferson County, West Virginia, and petitioned this County Commission to commence proceedings to create a statutory Maintenance Association pursuant to WV Code 7-12A, et. seq., with regard to the real estate and orphaned roads set forth in the Petition.

WHEREAS, the Jefferson County Commission is the duly empowered by the West Virginia legislature to order the creation of statutory Maintenance Associations pursuant to WV Code 7-12A, et. seq.; and

WHEREAS, Petitioner pertains to real property situate within Jefferson County, West Virginia, outside of the limits of any municipality, which is subject to the jurisdiction and authority of the County Commission of Jefferson County, West Virginia

NOW THEREFORE, the Jefferson County Commission hereby enters this Order within ten (10) days subsequent to the filing of the Petition:

- (a) in accordance with the requirement that this County Commission conduct a hearing of protests to the Petition not less than ten (10) days, nor more than thirty (30) days, subsequent to the filing of the Petition, a hearing shall occur in the County Commission's Chambers, commencing at _____, __. m., on the ____ day of _____, 2018;
- (b) the Petitioners shall post notice of such hearing on each of the following roads in both the subdivision and proposed Maintenance Area, with at least two (2) such notices posted in conspicuous places on each such Road or road section; and
- (c) the Petitioners to give notice of the hearing by publication in the _____ (LOCAL NEWS PAPER) of a Class I legal advertisement in compliance with the provisions of WV Code 59-3.

IN WITNESS WHEREOF the Jefferson County Commission has caused Order to be hereunto signed by its properly and duly authorized Commissioners:

JEFFERSON COUNTY COMMISSION

Commissioner: Jane M. Tabb

Commissioner: Patsy Noland

Commissioner: Josh Compton

Commissioner: Caleb Wayne Hudson

Commissioner: Peter Onoszko

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

I, _____, a Notary Public in and for the County and State aforesaid do hereby certify that _____

_____, whose names are signed to the foregoing writing, dated the ____ day of _____, 2018, have this day acknowledged the same before me in my said County and State.

Given under my hand this ____ day of _____, 2018.

My commission expires: _____.

Notary Public

This instrument was prepared by:
Steven M. Prunty, Esq.
Bowles Rice, LLP
7000 Hampton Center, Suite K
Morgantown, West Virginia 26505

EXHIBIT E

Real Estate Owned by Oak Meadow to be conveyed to Association as Common Area

- A. Parcel bound by Keyes Gap Road on south, Section I on the east, Twin Lake Drive on the north, and Section II and the former Howard Speaks office on the west. Property has a pond. Property is shown in part on Phase II plat.

- B. Parcel bound by Twin Lake Drive on the south, Section IV on the east, Kelly Drive on the north, Section IV and Section II on the west. Property has a pond. Property is shown in part on phase II plat.

- C. Parcel bound by Kelly Drive and Section XV on the south, Section XI on the east, Section XIV on the north, and section XVIII on the west. Property is not labeled on plats.

- D. Parcel within the Section XXXII plat area. Not plated as Lots. Labeled as "lake/other lands of Speaks". Also bound by Section XXX on the south. Property contains a pond.

- E. Parcel on both sides of Canyon Drive, bound by Section XII on the south, Section XXVIII B on the east, Section XXII on the north and Wagon Trail Road on the west.

- F. Parcel is bound by Section XXA, Section XVI and Wagon Trail Drive on the south, Wagon Trail Drive on the east and north and the former Barbara Ringer property on the west. Property is labeled as a lake on the Section XXV plat. Property contains a large pond.

- G. Parcel is shown on the Phase XXV plat, being bound by Renie Drive on the south and west. Property adjoins platted Lots on the east and north. Property is labeled "lake recreational area" on the Phase XXV plat. Property includes a very shallow pond.

- H. Parcel is east of the end of Wagon Trail road and extends to the Shenandoah River. The property was acquired by Howard Speaks via a deed of exchange from Barbara Ringer. The Parcel is contiguous to Wagon Trail road and it provides the Subdivision with access to the Shenandoah River.

- I. Parcel is shown as Lot 11 on the section XV plat and is to be conveyed for the future construction of a road to provide direct access from Keyes Gap Road to Kelly Drive thereby improving and shortening the access to the western side of Keyes Ferry Acres.

- J. The rest, residue and remainder of Lot No. 1, Section XXXII remaining after that certain deed from Howard W. Speaks and Irene G. Speaks, husband and wife, to James H. Edwards and Joan E. Edwards, dated May 4, 1977 which was recorded May 24, 1977, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia.

- K. Fee interest in all Roads subject to Common Easements.

Articles of Incorporation
of
Keyes Ferry Acres Maintenance Association Inc.
A West Virginia non-profit corporation

Oak Meadow, L.L.C., a West Virginia limited liability company, in its capacity as and acting as an incorporator of a nonprofit corporation under, in accordance with, and pursuant to the provisions of the West Virginia Nonprofit Corporation Act, hereby adopts the following articles of incorporation for such nonprofit corporation.

- (1) Such corporation shall be known by the name of Keyes Ferry Acres Maintenance Association Inc.
- (2) Such corporation is formed with regard to Keyes Ferry Acres, an existing common law residential subdivision, situate east of the Shenandoah River in the Harpers Ferry Magisterial District of Jefferson County, West Virginia.
- (3) Such corporation is formed for the purpose of protecting the health, safety and welfare of persons and the general public located within the Maintenance Association Area designated and established pursuant to WV Code § 7-12A by Order of the County Commission of Jefferson County, West Virginia.
- (4) Such corporation is formed with the WV Code 7-12A-2 general objective of establishing and maintaining improvements for the Keyes Ferry Acre designated maintenance area including constructing and maintaining shared streets, drainage facilities, sidewalks, water and sewer systems, signs, street lights and other improvements necessary for the protection of health, safety and welfare of the general public and the Owners of lots in Keyes Ferry Acres, *Provided, that* such improvements made to the state road system shall be made only as specified and approved by the commissioner of highways.
- (5) Such corporation is formed with a specific objective of constructing, improving and maintaining shared Keyes Ferry Acres subdivision streets, including drainage, signage and snow removal, to the extent such streets are situate within the designated Maintenance Association Area and not maintained by any entity of state or local government for the protection of health, safety and welfare of the general public.
- (6) Such corporation shall be a nonprofit corporation that shall not have or issue shares of stock or make distributions.
- (7) Such corporation shall have a perpetual existence.
- (8) Such corporation shall have one (1) class of members.
- (9) Subject to the terms and provisions of the bylaws of such corporation, the single class of members of such corporation shall be comprised of Unit Owners (as defined in that Declaration of Keyes Ferry Acres Maintenance Association made by Order of the County Commission of Jefferson County, West Virginia, with respect to and concerning the Maintenance Association Area ("Declaration")).
- (10) The manner of election or appointment and the qualification and rights of such members shall be set forth in the Declaration and the bylaws of such corporation as provided for in West Virginia Code § 31E-6-601.
- (11) The mailing address of such corporation's initial registered office and the name of its initial registered agent at such office shall be as follows: B. Lee Snyder, 270 Industrial Blvd, Kearneysville, WV 25430.
- (12) The mailing address of such corporation's initial principal office shall be as follows: 270 Industrial Blvd, Kearneysville, WV 25430.
- (13) The name and address of the incorporator of such corporation is as follows: Oak Meadow, L.L.C., 270 Industrial Blvd, Kearneysville, WV 25430.

- (14) No director of such corporation shall have personal liability to such corporation or any member of such corporation for monetary damages for any action taken, or any failure to take any action, as a director or member of such corporation, except for liability in those limited circumstances set forth in West Virginia Code § 31E-2-202(b)(4), as in effect as of the filing date of these articles of incorporation.
- (15) Such corporation shall have a mandatory obligation to indemnify all directors of such corporation for liability to any person for any action taken, or any failure to take any action, as a director of such corporation, except for liability in those limited circumstances set forth in West Virginia Code § 31E-2-202(b)(5), as in effect as of the filing date of these articles of incorporation.
- (16) To facilitate the purposes and objectives of such corporation as set forth above, the corporation shall have the authority to: (a) enforce the Declaration, (b) manage, maintain, insure and improve all of the Common Areas (as defined in the Declaration) and real estate and real interests owned by it or within its jurisdiction by operation of the Declaration, (c) assess and collect assessments, dues, and/or fees from Unit Owners (as defined in the Declaration) necessary to permit such corporation to manage, maintain, improve and insure the Common Areas and the improvements located thereon, (d) generally govern the use and operation of real property owned by it, if any, and (e) take and/or perform all actions related to, incidental to, and/or ancillary to all of the foregoing.
- (17) Such corporation shall have the express powers set forth, contained, and provided for in the Declaration, which powers are incorporated and integrated into these articles of incorporation by this reference.
- (18) In the event of a conflict or inconsistency between the provisions of these articles of incorporation and the provisions of the Declaration, the provisions of the Declaration shall prevail, control, and dominate.
- (19) A member of such corporation shall not voluntarily or involuntarily transfer his, her, or its membership in such corporation or any rights arising from his, her, or its membership in such corporation except as specifically set forth and provided for in the Declaration and the bylaws of such corporation.
- (20) The number of directors constituting the board of directors of such corporation, the provisions relating to the appointment or election of such directors, and the qualification and rights of such directors shall be determined under, governed by, and controlled by the provisions of the Declaration and the bylaws of such corporation.

Witness the following signature.

Incorporator,

Oak Meadow, L.L.C.

By: _____

Name: B. Lee Snyder

Its:

State of West Virginia,

County of _____, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____,

2018, by _____, the _____ of
Oak Meadow, L.L.C., a West Virginia limited liability company, in its capacity as incorporator of Keyes Ferry
Acres Maintenance Association Inc.

{SEAL}

Notary Public
My Commission expires: _____

Bylaws
of
Keyes Ferry Acres Maintenance Association Inc.

Article 1: Definitions

Section 1.1. Definitions. All defined terms used and employed in these bylaws which are not specifically defined in these bylaws shall have the same meanings and definitions as set forth and provided for in DECLARATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION, INC., a West Virginia non-profit corporation, and a Statutory Maintenance Association formed pursuant to WV Code Chapter 7, Article 12A, in relation to Keyes Ferry Acres a common law subdivision (“Subdivision”), located and situate east of the Shenandoah River in the Harpers Ferry Magisterial District of Jefferson County, West Virginia (“Declaration”).

Article 2: Purpose and Priority

Section 2.1. Purpose. The Association is a statutory Maintenance Association formed pursuant to WV Code Chapter 7, Article 12A by Order of the County Commission of Jefferson County, West Virginia for the primary purpose of maintaining and improving the Subdivision roads and Common Area, as defined in the Declaration. Additional purposes of the Association are to (a) exercise those powers delegated to it in the Declaration or by the laws of the State, (b) to own and manage land as Common Areas of the Subdivision, (c) assess and collect assessments, dues, and/or fees from Unit Owners necessary to permit the Association to own, manage, maintain, insure and improve the Common Areas and the Improvements located thereon, (d) generally govern the use and operation of the Common Areas, (e) fulfill its purposes and objectives as set forth in the Declaration and its Articles of Incorporation; and (f) take and/or perform all actions related to, incidental to, and/or ancillary to all of the foregoing.

Section 2.2. Priority. In the event of a conflict or inconsistency between the provisions of these bylaws and the Declaration, the provisions of the Declaration shall prevail, control, and dominate. In the event of any conflict between these bylaws and the Association’s articles of incorporation, the articles of incorporation shall prevail, control and dominate.

Article 3: Membership

Section 3.1. Membership. Membership in the Association shall be determined under, governed by, and controlled by the provisions of the Declaration. Membership shall be comprised exclusively of “Unit Owners”.

Section 3.2. Class of Members. The Association shall have and be comprised of a single class of Members.

Section 3.3. Voting Allocation Among Members. The allocation of votes among the Members shall generally be formulated on the principle of “one (1) vote for one (1) Unit,” notwithstanding that a single Unit may be owned by multiple Members. In the event a Unit shall be owned by one (1) Member, such Member shall have one (1) vote. In the event a Unit shall be owned by more than one (1) Member, those Members shall collectively have one (1) vote. The allocation of votes among such multiple Members

owning a Unit shall be as follows: In the event only one (1) of such Members shall be present at a meeting of the Members, such Member shall be entitled to cast the vote allocated to such Unit. In the event that more than one (1) of such Members shall be present, the vote allocated to such Unit shall be cast only under, in accordance with, and pursuant to the agreement of a majority in interest of such Members. There shall be an agreement of a majority in interest in the event that any one (1) of such Members shall cast the vote allocated to such Unit without protest being made promptly to the person presiding over the meeting of the Members by any of the other present Members owning such Unit.

Section 3.4. Members which are not Natural Persons. Any corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, governmental subdivision or agency, or other legal or commercial entity (“Entity”) which is a Member by virtue of its ownership of an interest in a Unit may designate a representative to exercise its Membership privileges including, but not limited to, participation in Association meetings and serving as an officer or director of the Association. Provided, however, that the Entity shall first provide the Association with a written designation identifying: (a) the representative and the Unit or Units owned by the Entity for which the representative is appointed, (b) whether the representative is authorized to serve as an officer or director of Association, (c) the expiration of the designation, and (d) any other limitation on the representative’s authority. Entities may appoint no more than one (1) representative per Unit owned by the Entity but may authorize any representative to act in relation to multiple Units.

Section 3.5. Evidence of Membership. The Association shall not issue certificates evidencing membership in the Association. However, the Association may issue certificates of good standing and other evidence of membership and compliance with the Declaration and these bylaws as may be necessary for the conduct of a Member’s business.

Section 3.6. Membership Rules. The Members of the Association may adopt rules for membership in the Association in addition to and/or supplementing the provisions of these bylaws and the Declaration which are reasonable, germane to the purposes of the Association, and equally enforced as to all of the Members. Provided, however, that no such rule may conflict with the Declaration. Rules of Membership may limit or restrict the use and occupancy of Common Areas owned by the Association provided that they may not deny access to any Unit via Common Easement roads.

Article 4: Association Powers

Section 4.1. Association Powers. The Association shall have the express powers set forth, contained, and provided for in the Declaration, as the same may be amended from time to time, which powers are incorporated and integrated into these bylaws by this reference.

Article 5: Directors

Section 5.1. Number of Directors Comprising the Board of Directors. The Association shall at all times have at least five (5) member board of directors. An increase or decrease in the number of members of the board of directors shall require the affirmative vote the Owners of not less than sixty (60%) percent of the Units (“Requisite Majority”).

Section 5.2. Election or Appointment of Directors. The five (5) members of the board of directors shall be elected or appointed at the first (1st) meeting of the Members to be held for that purpose and subsequently, as each director’s term expires, at each subsequent annual meeting of the Members.

Section 5.3. Terms of Directors. Except as otherwise provided in this section, all directors shall serve two (2) year staggered terms with no fewer than two (2) and no more than three (3) director positions to be filled by election or appointment at any annual meeting of the Members. The term of a director elected or appointed to fill a vacancy shall expire at the next annual meeting of the Members at which directors shall be elected. Notwithstanding the expiration of a director's term, such director shall continue to serve as a director until his or her successor shall be elected and qualified or until there shall be a decrease in the number of directors.

Section 5.4. Resignation of a Director. A director may resign at any time by delivering written notice of his or her resignation to the chairperson of the board of directors; provided, however, that no director shall resign at a time when any other director position shall be vacant. A resignation shall be effective when the notice is delivered unless: (a) the board of directors shall agree to a later effective date or (b) there is a current vacancy on the board of directors, other than in relation to the director position being resigned, in which case the resignation shall be effective when the vacancy shall be filled.

Section 5.5. Removal of a Director. A director may be removed by the Members with or without cause by a three-fifths (3/5) vote of all Members present and entitled to vote at any meeting of the Unit Owners at which a quorum is present.

Section 5.6. Vacancy on the Board of Directors. If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors, such vacancy shall be filled: (a) if the vacancy resulted from the removal of a director by the Members, by a vote of the Members at a special meeting of the Members called for that purpose, or (b) if the vacancy did not result from the removal of a director by the Members, the vacancy shall be filled by the remaining directors. A vacancy that will occur at a specific later date, by reason of a resignation effective at a specific later date, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

Section 5.7. Compensation of Directors. Directors shall not be compensated for service on the board of directors except upon an affirmative, unanimous vote of all Members.

Section 5.8. Directors' Meetings. The board of directors may hold regular or special meetings at any location in or out of the State of West Virginia. Any or all directors may participate in a regular or special meeting of the board of directors by, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

Section 5.9. Action Without Meeting. Any action to be taken at a board of directors' meeting may be taken without a meeting if the action shall be taken by all members of the board of directors. The action must be evidenced by one or more written consents describing the action taken, executed by each director, and included in the minutes or filed with the corporate records reflecting the action taken effective when the last director shall execute the consent, unless the consent shall specify a different effective date. A consent executed as aforesaid shall have the effect of a meeting vote and may be described as having the effect of a meeting vote in any document.

Section 5.10. Notice of Meeting. Regular meetings of the board of directors may be held without notice of the date, time, place, or purpose of the meeting. Special meetings of the board of directors must be

preceded by at least two (2) days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting.

Section 5.11. Waiver of Notice. A director may waive any notice required by these bylaws before or after the date and time stated in the notice. The waiver must be in writing, executed by the director entitled to the notice, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to such director of the meeting unless such director at the beginning of the meeting or promptly upon such director's arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 5.12. Quorum and Voting. The participation of three (3) directors at any meeting shall constitute a quorum of the board of directors. If a quorum shall be present when a vote is taken, the affirmative vote of a majority of the directors present shall be the act of the board of directors. A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken shall be deemed to have assented to the action taken unless: (a) such director objects at the beginning of the meeting or promptly upon such director's arrival to holding the meeting or transacting business at the meeting, (b) such director's dissent or abstention from the action taken is entered in the minutes of the meeting, or (c) such director delivers written notice of such director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

Section 5.13. Standards of Conduct for Directors. Each member of the board of directors, when discharging the duties of a director, shall act: (a) in good faith and (b) in a manner the director reasonably believes to be in the best interests of the Association. The members of the board of directors or a committee of the board of directors, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties a director, who does not have knowledge that makes reliance unwarranted, is entitled to rely on the performance by any officer, employee, legal counsel, public accountant, committee appointed by the Association, or other persons retained by the Association as to matters involving skills or expertise the director reasonably believes are material, but only to the extent the director has confidence in such person.

Section 5.14. Directors' Conflicting Interest Transactions. No contract or transaction between the Association and one (1) or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer shall be present at or participate in the meeting of the board of directors or committee thereof which authorizes the contract or transaction, or solely because any director's or officer's votes shall be counted for the purpose, if: (a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction shall be disclosed or shall be known to the board of directors or the committee, and the board of directors or committee in good faith shall authorize the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors shall be less than a quorum, or (b) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction shall be disclosed or shall be known to the members entitled to vote on the contract or transaction, and the contract or

transaction shall be specifically approved in good faith by vote of the members entitled to vote, or (c) the contract or transaction shall be fair as to the Association as of the time it is authorized, approved, or ratified by the board of directors, a committee of the board of directors, or the members. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

Section 5.15. Qualifications of Directors. A director shall be a Member or an appointed representative of any Entity. Provided, however, that no two (2) directors shall serve simultaneously if their sole basis for membership in the Association shall be co-ownership of only one (1) Unit. Nothing in this provision shall prohibit two (2) directors from serving simultaneously if they collectively own two (2) or more Units or are elected as or appointed as representatives of any Entity that owns two (2) or more Units.

Section 5.16. Powers of Board of Directors. The board of directors may act in all instances on behalf of the Association, except for: (a) amendments to the Declaration, (b) electing members of the board of directors, (c) determining the qualifications, powers, and/or duties or terms of office of board members, or conveying Common Areas. The board may fill vacancies in its membership for the unexpired portion of any term as provided for in Section 5.6 and it may grant easements, licenses and rights to utilize Common Areas.

Section 5.17. Delegation of Powers. The board of directors may delegate any power or authority to committees or officers of the Association or other persons, except for: (a) the power and authority to bind the Association for any obligation or indebtedness exceeding Five Thousand Dollars (\$5,000.00) (as calculated based on present dollar values effective January 1, 2016), (b) the power and authority to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association which may only be delegated to the President and Secretary of the Association, (c) any power or authority not delegable pursuant to Section 7.1, and (d) any power or authority vested exclusively in the board of directors by law.

Article 6: Officers

Section 6.1. Required Officers. The Association shall have a president, vice-president, secretary, and treasurer, all of whom shall be appointed by the board of directors. The president shall be charged with day to day operation of the Association. The treasurer shall be charged with the financial operation of the Association. The secretary shall be charged with preparing minutes of the directors' and members' meetings and for authenticating records of the Association. The same individual may simultaneously hold more than one office in the Association, except that the offices of president and secretary shall be held by two (2) different individuals.

Section 6.2. Duties of Officers. Each officer shall have the power, capacity, and authority to and shall perform the duties set forth in these bylaws or otherwise prescribed by the board of directors. Provided, however, that the President and Secretary of the Association are and shall be authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

Section 6.3. Standards of Conduct for Officers. An officer, when performing in his or her official capacity, shall act: (a) in good faith, (b) with the care that a person in a like position would reasonably exercise under similar circumstances, and (c) in a manner the officer reasonably believes to be in the best interests of the Association.

Section 6.4. Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Association. A resignation shall be effective when the notice is delivered unless the board of directors shall agree to a later effective date. If a resignation shall be made effective at a later date and the Association accepts the future effective date, the board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor shall not take office until the effective date. The board of directors may remove any officer at any time with or without cause.

Section 6.5. Qualifications of Officers. An officer shall be a Member, an appointed representative of Declarant, or an appointed representative of any Entity. Provided, however, that no two (2) officers shall serve simultaneously if their sole basis for membership in the Association shall be co-ownership of only one (1) Unit.

Article 7: Committees

Section 7.1. Committees. The board of directors may create one or more standing or interim committees and appoint members of the board of directors or other persons to serve on such committees. Each committee shall have at least two (2) or more committee members, who shall serve at the pleasure of the board of directors. All provisions of these bylaws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and committee members. Subject to the provisions of Section 5.17, a committee may exercise the authority delegated to it by the board of directors but may not, however: (a) approve or propose to Members action that requires approval by Members, (b) fill vacancies on the board of directors or on any of its committees, (c) amend the articles of incorporation of the Association, (d) adopt, amend, modify, or repeal these bylaws, (e) approve a plan of merger, (f) approve a sale, lease, exchange, or other disposition of all, or substantially all, of the property of the Association, or (g) approve a proposal to dissolve.

Article 8: Member Meetings

Section 8.1. Annual Meeting. The Association shall hold a meeting of its Members at least once each year. Annual meetings of the Members may be held at any place in Jefferson County, West Virginia. The failure to hold an annual meeting of the Members at the time stated in or fixed in accordance with these bylaws shall not affect the validity of any corporate action.

Section 8.2. Special Meetings. The Association shall hold a special meeting of the Members: (a) on call of its board of directors, (b) on call of its president, or (c) if the Members holding at least five percent (5%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date, and deliver to the Association one (1) or more written demands for the meeting describing the purpose or purposes for which it is to be held. If a call for a special meeting shall not be issued within fifteen (15) days after the Association's receipt of a Members' request, the Members requesting the special meeting may call the meeting. The record date for determining Members entitled to demand a special meeting shall be the date the first (1st) Member shall sign the demand. Special meetings of Members shall be held in Jefferson County, West Virginia. Only business within the purpose or purposes described in the notice shall be conducted at a special meeting of the Members.

Section 8.3. Action Without Meeting. Intentionally omitted.

Section 8.4. Notice of Meeting. The Association shall notify all Members of the date, time, and place of each annual, regular, and special meeting no fewer than ten (10) nor more than sixty (60) days before the meeting date. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including, without limitation, the general nature of any proposed amendment to the Declaration or these bylaws, any budget changes, and any proposal to remove an officer or a member of the board of directors. The record date for determining Members entitled to notice of and to vote at an annual, regular, or special meeting shall be the day before the first notice shall be delivered to Members.

Section 8.5. Adjournment of Meeting. If an annual, regular, or special meeting of Members shall be adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place shall be announced at the meeting before adjournment. If a new record date for the adjourned meeting shall be or must be fixed, notice of the adjourned meeting shall be given to Members entitled to vote as of the new record date.

Section 8.6. Participation in Meeting. Any Member may participate in a regular or special meeting by any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by this means shall be deemed to be present in person at the meeting.

Section 8.7. Waiver of Notice. A Member may waive any notice of a meeting before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the corporate records. A Member's attendance at any meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 8.8. Conduct of the Meeting. At each meeting of Members, a chairperson shall preside. The chairperson shall be appointed by the board of directors. The chairperson shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting. Any rules adopted for, and the conduct of, the meeting shall be fair to all Members. The chairperson of the meeting shall announce at the meeting when the polls close for each matter voted upon. If no announcement is made, the polls shall be deemed to have closed upon the final adjournment of the meeting. After the polls close, no ballots, proxies, or votes, nor any revocations or changes to a ballot, proxy, or vote, shall be accepted. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Members may simultaneously hear each other during the meeting.

Section 8.9. Members' List for Meeting. After fixing a record date for a meeting, the Association shall prepare an alphabetical list of the names of all its Members who are entitled to notice of the meeting. The list shall show the address of and number of votes to which each Member is entitled. The Members' list shall be available for inspection by any Member entitled to vote at the meeting, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Association's principal office. A Member entitled to vote at the meeting or his, her, or its agent or attorney shall be entitled on written demand to inspect and to copy the list, during regular business hours and at such Member's expense, during the period it is available for inspection. The Association shall make the Members' list available at the meeting, and any Member entitled to vote at the

meeting or his, her, or its agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the Members' list shall not affect the validity of action taken at the meeting.

Section 8.10. Members' Voting Rights. Each member shall be entitled to vote on each matter voted on at a meeting of Members. The exact and precise number of votes allocated to each Member is set forth in the Declaration and shall be determined under, controlled by, and governed by the Declaration. Members otherwise entitled to vote, but disqualified from voting for any reason, may not be considered for the purpose of a quorum or of computing the voting power of the Association. A corporate Member's vote may be cast by the president of the Member corporation or by any other officer of the Member corporation in the absence of express notice of the designation of some other person by the board of directors or bylaws of the Member corporation. A limited liability company Member's vote may be cast by the manager of the Member limited liability company or by any member of the Member limited liability company in the absence of express notice of the designation of some other person by the members or operating agreement of the Member limited liability company.

Section 8.11. Proxies. A Member entitled to vote may vote in person or by proxy. A Member entitled to vote by proxy or his or her agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the Member by signing an appointment form or by an electronic transmission of the appointment. An electronic transmission shall contain or be accompanied by information from which one can determine that the Member, the Member's agent, or the Member's attorney-in-fact authorized the electronic transmission. An appointment of a proxy shall be effective when a signed appointment form or an electronic transmission of the appointment shall be received by the inspector of election or the officer or agent of the Association authorized to tabulate votes. A photographic or similar reproduction of an appointment, or a telegram, cablegram, facsimile transmission, wireless or similar transmission of an appointment received by the inspector of election or the officer or agent of the Association authorized to tabulate votes shall be sufficient to affect an appointment. An appointment shall be valid for eleven (11) months unless a longer period shall be expressly provided in the appointment form. An appointment of a proxy shall be revocable by the Member. The death or incapacity of the Member appointing a proxy shall not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity shall be received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. Subject to any express limitation on the proxy's authority stated in the appointment form or electronic transmission of the appointment, the Association shall be entitled to accept the proxy's vote or other action as that of the Member making the appointment.

Section 8.12. Association's Acceptance or Rejection of Votes. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a Member, the Association, if acting in good faith, shall be entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Member. If the name signed on a vote, consent, waiver, or proxy appointment shall not correspond to the name of a Member, the Association, if acting in good faith, shall be entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Member if: (a) the Member is an entity and the name signed purports to be that of an officer or agent of the entity, (b) the name signed purports to be that of an attorney-in-fact, administrator, executor, guardian, or conservator representing the Member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment, (c) the name signed purports to be that of a receiver or trustee in bankruptcy of the Member and, evidence of

this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment, or (d) two (2) or more persons are co-members or fiduciaries and the name signed purports to be the name of at least one (1) of the co-members or fiduciaries and the person signing appears to be acting on behalf of all of the co-members or fiduciaries. The Association shall be entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, shall have reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Member. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this section and the standards of care otherwise applicable shall not be liable in damages to the Member for the consequences of the acceptance or rejection. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this section shall be valid unless a court of competent jurisdiction shall determine otherwise.

Section 8.13. Quorum and Voting Requirements. Members entitled to vote on a matter may take action on the matter at a meeting only if a quorum of those Members exists with respect to that matter. A quorum for the purposes of any meeting of the Members shall be twenty (20%) percent of all votes allocated to all Units. The Members entitled to vote on the matter who are present at the meeting, either in person or by proxy, shall be included in determination of a quorum for action on the matter. Once a Member shall be represented for any purpose at a meeting, the Member shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date shall be or must be set for that adjourned meeting. Where these bylaws require for any purpose the vote of a designated proportion of the voting power of Members entitled to vote on a matter, if a quorum exists, action on the matter, other than the election of directors, by such Members shall be approved if the votes cast favoring the action by the Members voting are in a designated proportion of the total votes cast by the Members. Where the provisions of the foregoing sentence shall not be applicable, if a quorum exists, action on a matter, other than the election of directors, by the Members entitled to vote on the matter shall be approved if the votes cast by the Members voting favoring the action exceed the votes cast by the Members opposing the action. Notwithstanding any provision herein to the contrary, all voting shall be conducted on a per Unit basis with one (1) vote per Unit regardless of the number of Members representing a Unit at any meeting.

Section 8.14. Voting for Directors and Cumulative Voting. Directors shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum shall be present, or if voting by mail is permitted, in an election in which the total number of Members who vote shall not be less than the number required for a quorum. Members shall not have a right to cumulate their votes for directors.

Section 8.15. Inspectors of Election. The Association may appoint one (1) or more inspectors to act at a meeting of Members and make a written report of the inspectors' determinations. Each inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector's ability. The inspectors shall: (a) ascertain the number of Members entitled to vote and the voting power of each, (b) determine the Members represented at a meeting, (c) determine the validity of proxies and ballots, (d) count all votes, and (e) determine the result. An inspector may be an officer or employee of the Association.

Article 9: Emergency Provisions

Section 9.1. Emergencies. For the purpose of this article, an emergency shall exist if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event. The board of directors of the Association may adopt bylaws to be effective only in an emergency. The emergency bylaws, which shall be subject to amendment or repeal by the Members, may make all provisions necessary for managing the Association during the emergency, including: (a) procedures for calling a meeting of the board of directors, (b) quorum requirements for the meeting, and (c) designation of additional or substitute directors. All provisions of the regular bylaws consistent with the emergency bylaws shall remain effective during the emergency. The emergency bylaws shall not be effective after the emergency ends. Corporate action taken in good faith in accordance with the emergency bylaws: (a) shall bind the Association and (b) may not be used to impose liability on a director, officer, employee, or agent of the Association.

Section 9.2. Emergency Powers. In anticipation of or during an emergency the board of directors of the Association may: (a) modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent and (b) relocate the principal office, designate alternative principal offices or regional offices, or authorize the officers to do so.

Section 9.3. During an Emergency. (a) Notice of a meeting of the board of directors need be given only to those directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio and (b) one (1) or more officers of the Association present at a meeting of the board of directors may be deemed to be directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum. Corporate action taken in good faith during an emergency under this article to further the ordinary affairs of the Association: (a) shall bind the Association and (2) may not be used to impose liability on a director, officer, employee, or agent of the Association.

Article 10: Amendment

Section 10.1. Amendment of Articles of Incorporation and Bylaws. The board of directors may propose one (1) or more amendments to the articles of incorporation of the Association or these bylaws for submission to the Members who are entitled to vote on amendments. For the amendment to be adopted: (a) at least fifty-one percent (51%) of the members of the board of directors shall approve the amendment, (b) at least fifty-one percent (51%) of the members of the board of directors shall recommend the amendment to the Members entitled to vote on the amendment, unless the board of directors shall determine that because of a conflict of interest or other special circumstances it should make no recommendation and shall communicate the basis for its determination to the Members entitled to vote on the amendment with the submission of the amendment, and (c) the Members entitled to vote on the amendment shall approve the amendment by at least fifty-one percent (51%) of the votes cast by the Members entitled to vote on the amendment. The board of directors may condition its submission of the proposed amendment on any basis. The Association shall notify each Member entitled to vote on the amendment of the proposed meeting of the Members no fewer than ten (10) nor more than sixty (60) days before the meeting date. The notice of meeting shall also state that the purpose, or one of the purposes, of the meeting shall be to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment.

Section 10.2. Amendments Inconsistent with Declaration. No provision of the articles of incorporation of the Association or these bylaws shall be adopted, amended, modified, or repealed that shall be

inconsistent with or contradictory to any provision of the Declaration absent an affirmative, unanimous vote of all Members.

Article 11: Financial Matters

Section 11.1. Imposition of Fines and Penalties. The Association may impose fines or penalties on and against Members to the extent permitted by the Declaration.

Section 11.2. Assessment of Annual and Special Assessments. The Association shall assess and allocate its common expense liability in the form of annual assessments and special assessments as set forth and provided for in the Declaration.

Section 11.3. Budget. The board of directors shall annually, not later than the 1st day of November of each calendar year adopt a proposed budget for the succeeding calendar year which shall be reasonably calculated to meet the Budget requirements set forth in the Declaration. The Budget may be amended periodically as necessary to meet the actual needs of the Association.

Section 11.4. Accounts. The Association shall deposit and maintain all monies collected for budgeted annual costs in one (1) account and all monies collected for expenses budgeted for future capital improvements in one or more separate and distinct accounts. The Association shall at all times maintain a reserve account to cover budget short-falls or transition between budget years.

Section 11.5. Surplus. Any monies remaining in the account maintained for budgeted annual costs at the end of any calendar year for which the same were budgeted and collected shall be paid into a reserve account or account maintained for budgeted future and credited in favor of the Members on behalf of which the same were collected.

Article 12: Corporate Records

Section 12.1. Corporate Records. The Association shall keep and maintain: (a) as permanent records minutes of all meetings of its Members and the board of directors, a record of all actions taken by the Members and board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the Association, (b) appropriate accounting records, including records sufficient to permit the Association to comply with the requirements of West Virginia Code Chapter 31E, and (c) a record of its Members in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order.

Section 12.2. Records Maintained in the Association's Office. The Association shall at all times keep and maintain a copy of the following records at its principal office: (a) its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect, (b) these bylaws or restated bylaws and all amendments to them currently in effect, (c) resolutions adopted by its board of directors, (d) the minutes of all Members' meetings and records of all action taken by Members without a meeting, for the past three (3) years, (e) all written communications to Members generally within the past three (3) years, including the financial statements furnished for the past three (3) years, and (f) a list of the names and addresses of its current directors and officers.

Section 12.3. Members' Right to Inspect. Any Member of the Association shall be entitled to inspect any of the records which must be maintained at the Association's principal office during regular business hours if the Member shall give the Association at least five (5) days advance written notice specifying the

date and time of inspection. Any Member of the Association shall be entitled to inspect, during regular business hours at a reasonable location specified by the Association, any of the following records of the Association if the Member shall give the Association written notice of such Member's demand at least five (5) business days before the date on which such Member wishes to inspect and copy: (a) excerpts from minutes of any meeting of the board of directors, records of any action of a committee of the board of directors while acting in place of the board of directors on behalf of the Association, minutes of any meeting of the Members, and records of action taken by the Members or board of directors without a meeting, , and (b) the record of Members. A Member's right to inspect corporate records shall be conditioned that: (a) the Member's demand shall be made in good faith and for a proper purpose, (b) the Member shall describe with reasonable particularity the Member's purpose and the records the Member desires to inspect, and (c) the records shall be directly connected with the Member's purpose.

Section 13. Electronic Notice. All notice must be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by mail or other method of deliver, or by telephone, voice mail or other electronic means. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. The Association may rely in the provision of electronic notice on any telephone number, e-mail or other electronic delivery mechanism authorized by a Member with regard to notices to the Member so long as the mechanism for notice is reasonable under the circumstances, sufficient to accomplish the objective and not inconsistent with the provisions of the West Virginia Nonprofit Corporations Act.

Section 14. Electronic Conduct of Business. Any party entitled to participate in a meeting of the Members, directors or of a committee of the Association may participate in the meeting by any electronic mechanism wherein all parties can hear and communicate with all other parties. Business of the corporation, including elections, may be conducted by electronic means including the casting of votes, polling, ballots and transmission of proxies, provided that the recipient of the electronic transmission can reasonably verify that the sender of the electronic transmission is the proper party controlling the mechanism for electronic transmission. Written registration to the Association of an electronic address, number or account controlled exclusively by one or more Members, directors or committee members shall be presumptive of the authenticity and authorization of communications from the electronic address, number or account for Association purposes absent a well-founded and reasonable belief that the same is not authorized or has been compromised in which case the remainder of this instrument shall govern.

Date Adopted and Affirmed: _____.

Oak Meadow, L.L.C.,
a West Virginia limited liability company, in its
capacity as an incorporator of Keyes Ferry Acres
Maintenance Association, Inc.

By: _____
Name:
Title:

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Charles F. Printz, Jr.

Department or Organization: **Corporation of Shepherdstown**

Estimation of amount of time needed for appointment: 10 Minutes

Date Requested – 1st Choice: **July 21, 2018, at 6:00 p.m.**

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

Date Requested – 2nd Choice: **August 2, 2018, at 6:00 p.m.**

Subject (*Wording to be placed on agenda*): **Corporation of Shepherdstown Annexation**

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

Request of Asam Enterprises, Inc. and Asam Family Limited Partnership for Annexation in the Corporation of Shepherdstown

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*):

The Corporation of Shepherdstown moves that the proposed Order Approving and Confirming the Annexation to the Corporation of Shepherdstown of Three Contiguous Parcels of Real Estate Containing 6.50 Acres in the Aggregate and Identified as Portions of Parcels 101 and 102 and the Entirety of Parcel 103 on Tax Map 5, All of Which Are Presently Located in Shepherdstown District, Jefferson County, West Virginia, owned by Asam Enterprises, Inc. and Asam Family Limited Partnership, as Provided by West Virginia Code §§ 8-6-3 and 8-6-4 (Annexation Without Election).

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: Charles F. Printz, Jr., Esquire

Email address: cprintz@bowlesrice.com

Phone Number: 304-264-4222

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

600 Quarrier Street
Charleston, West Virginia 25301

7000 Hampton Center
Morgantown, West Virginia 26505

501 Avery Street
Parkersburg, West Virginia 26101



101 South Queen Street
Martinsburg, West Virginia 25401

Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419
(304) 263-0836

www.bowlesrice.com

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, Pennsylvania 15317

1217 Chapline Street
Wheeling, West Virginia 26003

480 West Jubal Early Drive, Suite 130
Winchester, Virginia 22601

June 28, 2018

Charles F. Printz, Jr.
Telephone — (304) 264-4222
Facsimile — (304) 267-3822

E-Mail Address:
cprintz@bowlesrice.com

Jefferson County Commission
Attn: Ms. Jessica Carroll
Post Office Box 250
Charles Town, WV 25414

Re: Request for Inclusion on a July 2018 Agenda

Dear Ms. Carroll:

Enclosed please find a completed Agenda Request Form along with the Certificate of the Corporation of Shepherdstown, West Virginia to Annex Without an Election, as well as a proposed Order Approving and Confirming the Annexation to the Corporation of Shepherdstown.

I request that this Certificate be included on the July Agenda of the County Commission.

Please advise if you require anything further.

Very truly yours,

Charles F. Printz, Jr.

CFP/lbl
Enclosures
cc: Arthur J. Auxer, III, Mayor (w/o enclosures)

not applicable

CERTIFICATE OF THE CORPORATION OF SHEPHERDSTOWN, WEST VIRGINIA, TO ANNEX WITHOUT AN ELECTION UNDER THE PROVISIONS OF WEST VIRGINIA CODE § 8-6-4 THREE CONTIGUOUS PARCELS OF REAL ESTATE CONTAINING 6.50 ACRES, MORE OR LESS, IN THE AGGREGATE AND IDENTIFIED AS PORTIONS OF PARCELS 101 AND 102 AND THE ENTIRETY OF PARCEL 103 ON TAX MAP 5, ALL OF WHICH ARE PRESENTLY LOCATED IN SHEPHERDSTOWN DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA, AND OWNED BY ASAM ENTERPRISES, INC. AND ASAM FAMILY LIMITED PARTNERSHIP, RESPECTIVELY

WHEREAS, Asam Enterprises, Inc. and Asam Family Limited Partnership are the respective owners of three (3) contiguous and adjacent parcels of real estate consisting of 6.50 acres, more or less, in the aggregate and identified as portions of Parcels 101 and 102 and the entirety of Parcel 103 on Tax Map 5, all of which are presently located in Shepherdstown District, Jefferson County, West Virginia; and

WHEREAS, by Ordinance of the Corporation of Shepherdstown adopted June 26, 2018, the hereinabove described parcels of real estate, located in Shepherdstown District, Jefferson County, West Virginia, were annexed into the Corporation of Shepherdstown under the provisions of West Virginia Code § 8-6-4 (Annexation Without Election) subject to the final Order of the Jefferson County Commission recognizing said annexation; and

WHEREAS, Asam Enterprises, Inc. and Asam Family Limited Partnership requested said annexation of the hereinabove described real estate into the Corporation of Shepherdstown as evidenced by that Petition for Annexation dated May 15, 2018, a copy of which is attached hereto as Exhibit A; and

WHEREAS, it appears from said Petition and as verified by the Corporation of Shepherdstown that at the time said Petition was filed, there were no occupants or voters on the subject real estate; and

WHEREAS, as represented by the Petitioners, and verified by the Corporation of Shepherdstown, Asam Enterprises, Inc. and Asam Family Limited Partnership are the sole owners and freeholders of the subject real estate, and the subject real estate is currently improved by the Bavarian Inn restaurant and its chalets, and that there is no intended change in the current use of the subject real estate which would result in an increase in traffic to and from the subject real estate; and

WHEREAS, the property to be annexed is located on the east side of Shephard Grade Road just north of the intersection with North Duke Street in Shepherdstown District and is contiguous with the municipal boundary of the Corporation of Shepherdstown, and that the boundary line of the Corporation of Shepherdstown crosses the parcels identified as Parcels 101 and 102 of Tax Map 5; and

WHEREAS, the proposed property to be annexed is entirely within the Corporation of Shepherdstown's Growth Management Boundary, and the annexation is consistent with the Corporation of Shepherdstown's Comprehensive Plan.

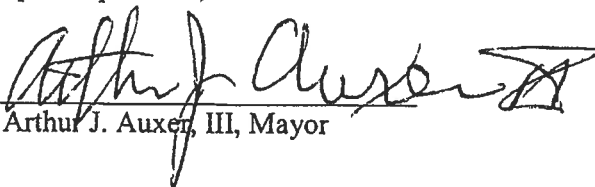
NOW, THEREFORE, this Certificate as required by West Virginia Code § § 8-6-3 and 8-6-4 is hereby filed with the records of the Corporation of Shepherdstown and the Jefferson County Commission certifying that all of the applicable requirements of West Virginia Code § § 8-6-3 and 8-6-4 have been met in regard to this annexation request and that the Petition filed herein by the owners and freeholders of said property is sufficient in every respect in regard to the annexation into the Corporation of Shepherdstown of the hereinabove described parcels of real estate consisting of 6.50 acres, more or less, in the aggregate, located in Shepherdstown District, Jefferson County, West Virginia, and more particularly shown on an enlarged portion of Tax Map 5, which is attached as exhibit A-1 to the Petition for Annexation, and on a recorded final plat

showing Lots 1 and 2 (Residue) attached as exhibit tA-2 o the Petition for Annexation, and being part of the same real estate conveyed to Asam Enterprises, Inc., by deed dated June 7, 1989, of record in the aforesaid County Clerk's Office in Deed Book 632, page 339, and to Asam Family Limited Partnership, by deed dated December 23, 1993, of record in Deed Book 765, page 756, and attached to the aforesaid Petition for Annexation as exhibits B-1 and B-2.

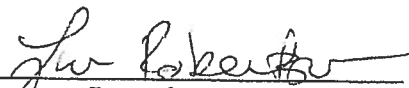
WHEREFORE, the Corporation of Shepherdstown prays that the County Commission of Jefferson County, West Virginia, enter an order as provided by West Virginia Code § § 8-6-3 and 8-6-4, ordering and acknowledging that the corporate limits of the Corporation of Shepherdstown, West Virginia, be increased by that real estate as is shown and described on exhibit B-1 attached to the Petition for Annexation and that said annexation by the Corporation of Shepherdstown of said real estate be approved and confirmed.

Dated this 26th day of June, 2018.

CORPORATION OF SHEPHERDSTOWN, WEST VIRGINIA,
a municipal corporation,

By: 
Arthur J. Auxer, III, Mayor

ATTEST:


Recorder

PETITION FOR ANNEXATION

TO: The Honorable Arthur J. Auxer, III, Mayor
Shepherdstown Town Council

FROM: Asam Enterprises, Inc. & Asam Family Limited Partnership
(collectively "Asam")

DATE: May 15, 2018

Asam (the "Petitioner") petitions the Corporation of Shepherdstown (the "Town"), pursuant to West Virginia Code §8-6-4 (Annexation Without an Election) to annex (1) the portions of two contiguous parcels of real estate and (2) the entirety of one adjoining parcel of real estate on which The Bavarian Inn restaurant and its chalets are situate (the "Property") which lie in Shepherdstown District containing 6½ acres, more or less, in the aggregate.

The Property is located on the east side of Shepherd Grade Road just north of the intersection with North Duke Street in the Shepherdstown Magisterial District and is contiguous with and partially within the municipal boundary of the Corporation of Shepherdstown. (See attached Tax Map, and Final Plat Showing Lots 1 and 2 (Residue), marked and labeled as Exhibits A-1 and A-2).

The Property proposed to be annexed is entirely within the Corporation of Shepherdstown's Growth Management Boundary and is believed to be consistent with the Corporation of Shepherdstown's Comprehensive Plan.

The Property is included in the metes and bounds descriptions of two (2) Deeds, the first dated the 7th day of June, 1989, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, on June 15, 1989, in Deed Book 632, page 339, by which a 3.74 acre parcel was acquired by the Petitioner Asam Enterprises, Inc., and the second dated the 23rd day of December, 1993, and recorded in the aforesaid Clerk's Office on December 28, 1993,

PETITION FOR ANNEXATION

in Deed Book 765, page 756, by which Tract 1 (containing 5.65 acres) and Tract 2 (containing 0.666 acres) were conveyed to Petitioner the Asam Family Limited Partnership; a copy of both Deeds being attached hereto and labeled Exhibits B-1 and Exhibit B-2.

The Property is identified on Jefferson County, Shepherdstown District Tax Map 5, Parcels 101, 102, and 103 as shown on Exhibits A-1 and A-2, as follows:

Tax Map 5, Parcel 101:	3.74 acres
Tax Map 5, Parcel 102:	0.59 acres
Tax Map 5, Parcel 103:	2.15 acres

The boundary line of the Corporation of Shepherdstown crosses the parcels identified as Tax Map 5, Parcels 101 and 102 . The Petitioner seeks to have annexed those portions of the parcels that are located in Shepherdstown District.

Tax Map 1, Parcel 1, originally contained 5.65 acres and was bisected by the boundary line of the Corporation of Shepherdstown. See Exhibit A-1. That property was further divided by the recording of a February 1, 2017, plat (Exhibit A-2), into Lot 1 and Lot 2 (Residue). These lots are separated by the boundary line of the Corporation of Shepherdstown. As a result of the plat Lot 1 (Map 1, Parcel 1) is located entirely within the Corporation of Shepherdstown, and Lot 2 (Residue), now Tax Map 5, Parcel 103, is within Shepherdstown District and encompasses the Bavarian Inn restaurant. Petitioner desires that Lot 2 (Residue) be annexed into the Corporation of Shepherdstown.

OWNERSHIP

PETITION FOR ANNEXATION

The Petitioners are the sole freeholders of the Property.

QUALIFIED VOTERS

The Property is commercial only; there are no persons/voters who reside on the Property.

REQUIREMENTS OF CHAPTER 14 OF THE TOWN CODE

In accordance with the provisions of Section 9-1424, Annexation, of the Town Code, the Petitioner submits the following information:

I. BASIS FOR ANNEXATION REQUEST, ZONING

The Property is improved by the Bavarian Inn restaurant and hotel.

The Petitioner desires to annex the Property based upon that certain Memorandum of Understanding, ratified and approved by the Town Council on May 8, 2018, effective April 4, 2018, and attached hereto as Exhibit C.

This Petition also is submitted conditioned on the Property being annexed in the Residential Commercial District. (See Section 9-602(3)).

II. LEGAL DESCRIPTION AND PLAT

The legal descriptions of the Property are set forth in the deeds attached as Exhibits B-1 and B-2. A plat of the Property also can be found in Plat Cabinet 6, Slide 84.

III. STATEMENT OF PROJECTED IMPACTS TO THE TOWN

- A. **Utilities.** Water and sewer services are furnished to the Property by the Town, the costs of which were paid by the Petitioner. No additional utility services are required. Electric service to the Property is furnished by Potomac Edison.
- B. **Proffers.** No proffers will be made to the Town.
- C. **Financial Impact.** There will be a positive financial impact to the Town

PETITION FOR ANNEXATION

resulting from the annexation of the Property, due to revenues from the Town's municipal sales tax from operations at The Bavarian Inn. There will also be an increase in real estate taxes from the annexation. Under the Memorandum of Understanding the tax increase from annexation will be offset by the Town's payment of the estimated cost of garbage and trash removal from this Property and if necessary an allocation of the hotel occupancy tax revenue to the Petitioner to ensure that the annexation is cost neutral to the Petitioner.

- D. **Traffic Study**. No additional traffic to or from the Property will be generated beyond that which now exists, and the Petitioner will maintain access to the Property. A traffic study is deferred until additional development is contemplated on the Property.
- E. **Adequate Public Facilities**. The Petitioner is unaware of any adverse impact to the Town by the Annexation of the Property, primarily because the improvements are in existence, and any external changes to the Property, by modifications, additions, etc., would be subject to review and approval by the appropriate commissions of the Town.

SUMMARY

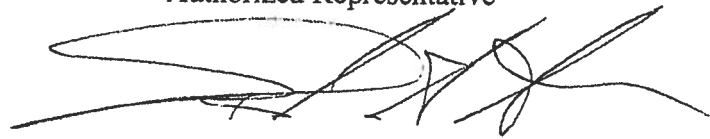
For the foregoing reasons, the Petitioner respectfully prays that the Town Council approve this Petition and the annexation of those portions of Tax Map 5, Parcels 101 and 102, that are located in Shepherdstown District and the entirety of Tax Map 5, Parcel 103, into the Corporation of Shepherdstown.

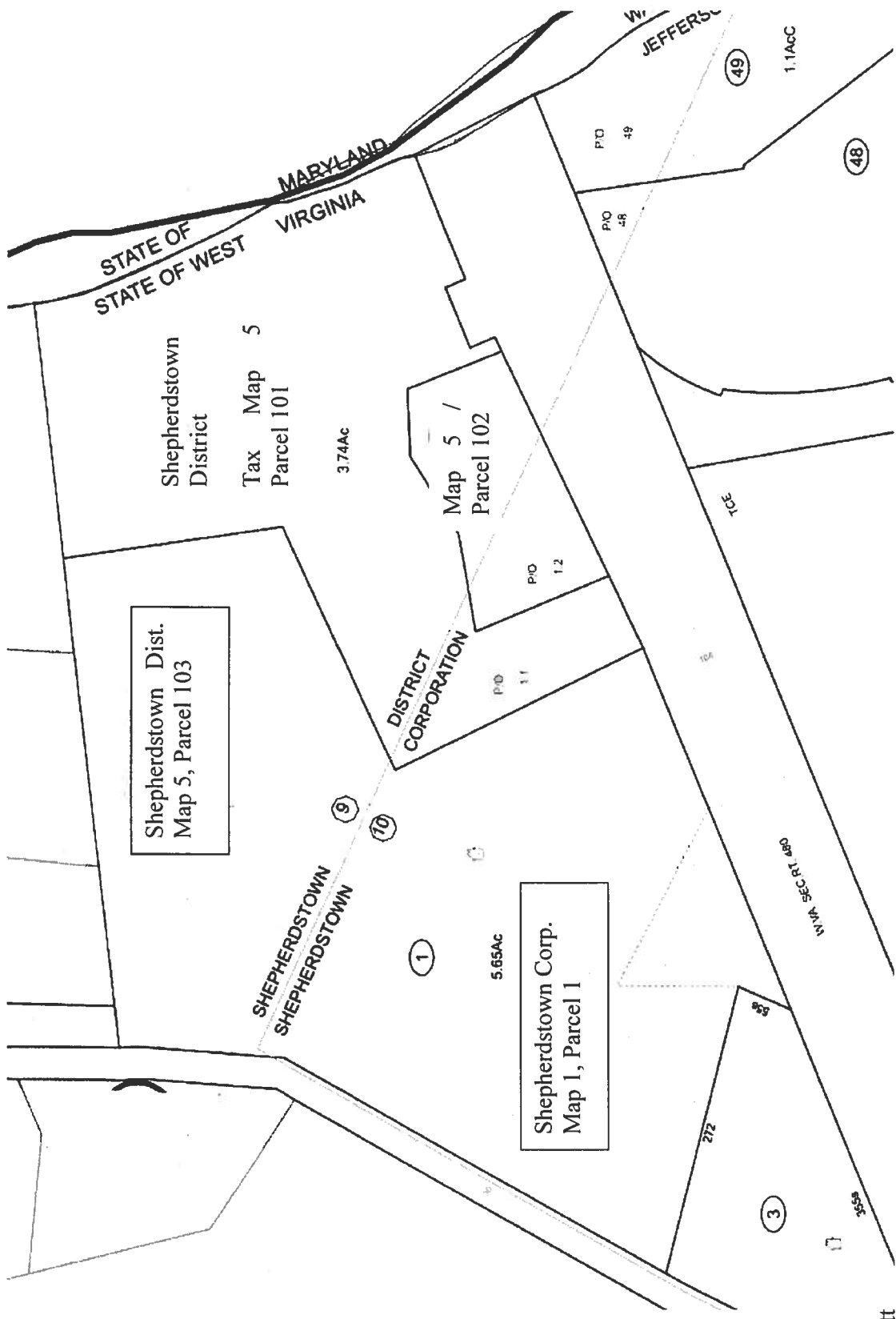
PETITION FOR ANNEXATION

ASAM FAMILY LIMITED PARTNERSHIP
and ASAM ENTERPRISES, INC.

By: _____

Authorized Representative

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned below the printed text.



TTTTT


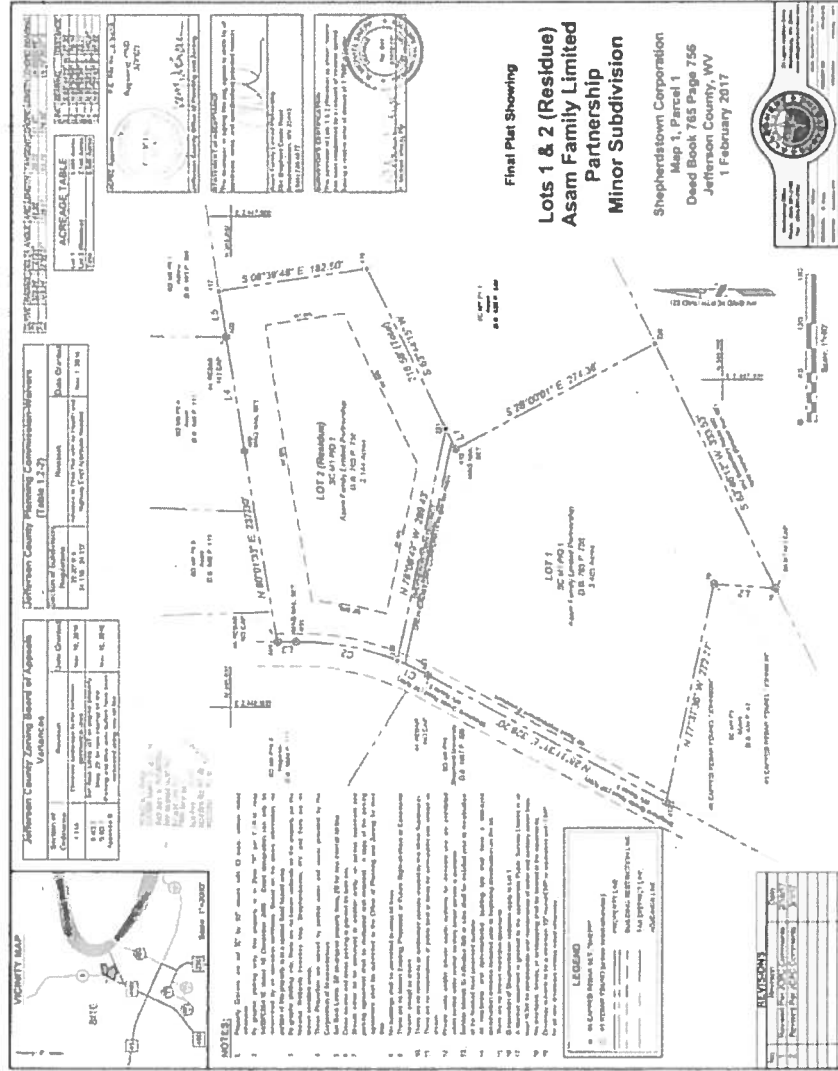
<p>FOR TAX PURPOSES ONLY PROVIDED BY JEFFERSON COUNTY ASSESSOR'S OFFICE <small>This map was created electronically by the Assessor's Office and is not a legal document. It is not intended to be used as a legal document. It is only printed in the background of the final year.</small></p>		<p>DIRECTIONAL </p>		<p>LEGEND <small>Legend symbols for various map features like roads, water, and boundaries.</small></p>		<p>REVISIONS OUTWREN THE SPACE AND ARE MAINTAINED IN A DATABASE</p>		<p>DATE 08 2 1 2 3 94</p>		<p>COUNTY OF JEFFERSON OFFICE OF THE ASSESSOR CHARLES TOWN, WV ASSESSOR: ANDREW BARKER MAPPING SPECIALIST: VICTORIA MYERS</p>		<p>SHEPHERDSTOWN CORPORATION DISTRICT 10 MAP 1</p>	
<p><small>NOTE: All areas shown on this map are for tax purposes only. The Assessor's Office is not responsible for any errors or omissions. The Assessor's Office is not a legal authority. The Assessor's Office is not a legal authority. The Assessor's Office is not a legal authority.</small></p>													
<p><small>Date: Assessor's Office: 10/11/14 Print: 111 Date Printed: 10/20/14 Date: 10/20/14</small></p>													

EXHIBIT A

EXHIBIT 1



Plats courtesy of the Jefferson County Clerk's Office, Jennifer Maghan, Clerk

EXHIBIT A

EXHIBIT 2

2091, led. 6-16-89 - Asam Enterprises, Inc., Shepherdstown, WV

3502

THIS DEED made this 7 day of June, 1989, by and between JEFFERSON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia, acting by and through the COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, party of the first part, and ASAM ENTERPRISES, INC., a West Virginia Corporation, party of the second part,

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, and in pursuance of Article X, Section 10.1, et seq., of a certain lease between Jefferson County and Asam Enterprises, Inc., dated May 1, 1981, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 486, at page 1, the party of the first part hereby grants and conveys, with special warranty, unto the said party of the second part the following described real estate and improvements thereon and appurtenances thereunto belonging situate and being in and near the Town of Shepherdstown, Jefferson County, West Virginia, containing 4.551 acres, more or less as the same is described in a deed from Erwin Asam, et ux., to Jefferson County dated May 30, 1981, recorded in the said Clerk's Office in Deed Book 485, at page 745. LESS, HOWEVER, .666 acres of said 4.551 acre parcel heretofore conveyed by Jefferson County to Asam Enterprises, Inc., by deed dated the 24th day of May, 1984, recorded in said Clerk's Office in Deed Book 528, at page 424, making this total area herein conveyed 3.885 acres.

The property is conveyed subject to any and all liens, easements, and encumbrances, of every kind whatsoever.

Pursuant to the terms of Article 10, Section 10.2 of the aforementioned lease this deed, ipso facto, terminates the hereinbefore mentioned lease and grantor and grantee hereby mutually release each other from any further or future obligation or liability or duty thereunder.

This conveyance is exempt from the excise tax provision set forth in Chapter 11, Article 22 of the West Virginia Code by reason of it being a transfer from a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, Jefferson County, acting by and through the County

UMENT
ARED BY
HENRY W MORROW
ATTORNEY AT LAW
CHARLES TOWN, W VA

EXHIBIT
B

EXHIBIT
1

Commission of Jefferson County, has caused these presents to be signed by Henry W. Morrow, President of the County Commission of Jefferson County, and Asam Enterprises, Inc., has caused these presents to be signed by Erwin Asam, its President.

JEFFERSON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia, acting by and through the COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA,

By: Henry W. Morrow
President

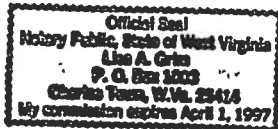
ASAM ENTERPRISES, INC.,
a West Virginia Corporation,

By: Erwin Asam
President

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

I, Lisa A. Green, a Notary Public of and for the County and State aforesaid, hereby certify that HENRY W. MORROW, President of the County Commission of Jefferson County, West Virginia, whose name is signed to the writing hereto annexed, bearing date on the 9th day of June, 1989, has this day acknowledged the same before me in my said County and State as and for the act and deed of said corporation.

Given under my hand this 9th day of June, 1989.



Lisa A. Green
NOTARY PUBLIC

DOCUMENT PREPARED BY HENRY W. MORROW ATTORNEY AT LAW CHARLES TOWN, W. VA.

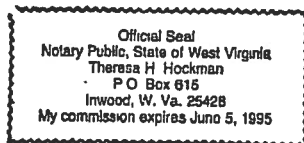
My Commission Expires: 4-1-97

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

I, Theresa H. Hockman, a Notary Public of and for the County and State aforesaid, hereby certify that EDWIN ASAM, President of Asam Enterprises, a West Virginia Corporation, whose name is signed to the writing hereto annexed, bearing date on the 13 day of June, 1989, has this day acknowledged the same before me in my said County and State as and for the act and deed of said corporation.

Given under my hand this 13 day of June, 1989.



Theresa H. Hockman
NOTARY PUBLIC

My Commission Expires: June 5, 1995.

Edwin Asam

State of West Virginia, County of Jefferson, Sct.

IN THE CLERK'S OFFICE OF COUNTY COMMISSION:

On JUN 15 1989, at 9:30 A.M., the foregoing Deed of B. & S. was received in my said office and duly admitted to record.

Test,

John E. Ott
Clerk of County Commission



756

10147

THIS DEED made and entered into this 23rd day of December, 1993, by and between ASAM ENTERPRISES, INC., a West Virginia corporation, party of the first part, and ERWIN ASAM AND YVONNE C. ASAM, husband and wife, parties of the second part and hereinafter referred to as Grantors, THE ASAM FAMILY LIMITED PARTNERSHIP, a West Virginia partnership, party of the third part and hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant and convey, with covenants of general warranty unto the said Grantee, in fee simple, all of that certain lot or parcel of real estate situated in Shepherdstown Magisterial District, Jefferson County, West Virginia, and more particularly described as follows:

10-30-93 Charles B. Howard

PARCEL ONE: Containing between eleven (11) and twelve (12) acres, more or less, bounded on the north by property now owned by Henry Shepherd, on the east by the Potomac River, on the south by West Virginia State Route 48, on the southwest by property owned by Karl Hill, and on the west and southwest by the Shepherd Grade Road.

AND BEING the same real property conveyed unto Erwin Asam and Yvonne C. Asam, husband and wife, by deed dated the 12th day of January, 1977, from Hermine Goede, widow, and is of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 418, at Page 286.

Less and excepting that 4.551 acres, more or less, heretofore conveyed by Erwin Asam and Yvonne C. Asam, husband and wife, to Jefferson County, West Virginia, a political subdivision of the State of West Virginia, by deed dated May 30, 1981, and of record in Deed Book 485, at Page 745. By deed dated May 24, 1984, Jefferson County, West Virginia, a political subdivision of the State of West Virginia, conveyed 0.666 acres to Asam Enterprises, Inc., a West Virginia corporation, which deed is of record in Deed Book 528, at Page 424, making the total area excepted to 3.885 acres. This 3.885 acres was conveyed by Jefferson County, West Virginia, a political subdivision of the State of West Virginia, to Asam Enterprises, Inc., a West Virginia corporation, by deed dated June 7, 1989, and of record in Deed Book 632, at Page 339. The 3.885 acres is to remain in the name of Asam Enterprises, Inc. and is not included in this Deed.

PARCEL TWO: Beginning at a 1/2" rebar, found in the right-of-way line of said Highway 480,

EXHIBIT B EXHIBIT 2

said rebar being at the end of the (4th) or N 17 degrees 57' 05" W 5.00' line in the deed from Erwin Asam and Yvonne C. Asam to Jefferson County, West Virginia, dated May 30, 1981, and recorded in Deed Book 485, at Page 745; thence with a portion of the (5th) line of said deed, S 72 degrees 02' 49" W 129.00' to a 5/8" rebar, set; thence leaving aforementioned right-of-way with five (5) new lines of division: N 17 degrees 57' 05" W 137.00' to a 5/8" rebar, set; thence N 83 degrees 40' 00" E 92.00' to a 5/8" rebar, set; thence N 63 degrees 45' 00" E 82.00' to a 5/8" rebar, set; thence S 87 degrees 42' 10" E 61.55' to a 5/8" rebar, set; S 17 degrees 57' 05" E 114.00' to 5/8" rebar, set in the right-of-way line of Highway 480; thence with said right-of-way and the remainder of the third (3rd) line of the aforementioned deed S 72 degrees 02' 49" W 100.00' to a 5/8" rebar, set; thence with the aforementioned fourth (4th) deed line N 17 degrees 57' 05" W 5.00' to the place of beginning, containing 0.666 acres, more or less.

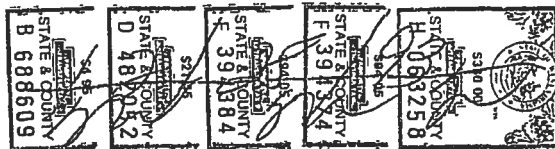
AND BEING the same real property that was conveyed unto Asam Enterprises, Inc., a West Virginia corporation, by deed dated the 24th day of May, 1984, from Jefferson County, West Virginia, a political subdivision of the State of West Virginia, and is of record in said Clerk's Office in Deed Book 528, at Page 424.

THIS CONVEYANCE IS MADE SUBJECT TO, HOWEVER, all rights-of-way, restrictive covenants, easements, and reservations of record in said Clerk's Office.

DECLARATION OF CONSIDERATION OR VALUE

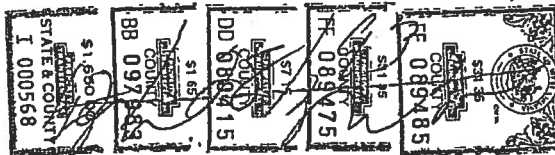
As provided by law, the undersigned hereby declares that the total consideration paid for the real estate transferred by the document to which this declaration is appended is \$665,000.00.

WITNESS the following signatures and seals:



ASAM ENTERPRISES, INC.
a West Virginia Corporation

[Signature]



By: ERWIN ASAM
Its: President

[Signature]
ERWIN ASAM



[Signature]
YVONNE C. ASAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between the Corporation of Shepherdstown ("Shepherdstown") and the Asam Family Limited Partnership and Asam Enterprises, Inc. (collectively "Asam") and is effective April 4, 2018.

WHEREAS, Asam owns real estate adjoining the corporate limits of Shepherdstown on which The Bavarian Inn restaurant and hotel are situate and are operating (the "Bavarian Inn Property" or "Property"); and

WHEREAS, the parties stipulate that it is in the best interests of Shepherdstown if the Bavarian Inn Property is annexed by Shepherdstown, provided however that the annexation is cost neutral to Asam. Shepherdstown specifically will benefit from a substantial increase in municipal sales tax revenue if annexation is approved. However, real estate taxes to Asam will increase, and it will incur other expenses to Shepherdstown specifically from annexation.

THEREFORE, subject to the ratification and approval of this Memorandum of Understanding ("Memorandum") by the Town Council of Shepherdstown, the parties agree as follows:

1. Asam will petition Shepherdstown for the annexation of the Bavarian Inn Property (designated by the County Assessor as Map 1, Parcel 1 and Map 5, Parcels 101 and 102 of Shepherdstown District) under the provisions of West Virginia Code §8-6-4 (annexation without election).
2. Upon the enactment of an ordinance by the Town Council annexing the Bavarian Inn property and the entry of an order approving the annexation by the Jefferson County

Commission, to ensure that the annexation is cost neutral to Asam now and in the future, Shepherdstown agrees as follows:

a. Asam estimates the immediate increase in real estate taxes from annexation to be \$12,100.00 per year. Further, the value of completed but currently ongoing improvements to the Bavarian Inn Property may also increase the real estate tax burden from annexation by \$1,000.00 to \$5,000.00. Shepherdstown will substantially offset the real estate tax increases from annexation by assuming, contracting with, and directly paying for garbage and trash removal from the Bavarian Inn Property currently handled by Waste Management, Inc. or its successors, estimated at \$12,200.00 annually.

b. In addition to an increased real estate tax assessment because of annexation into a municipal corporation, Asam is required by Town ordinance to pay Shepherdstown for garbage and trash removal at a rate of \$1,908.00 per year, even though Shepherdstown currently does not have the capacity to collect and remove trash and garbage from The Bavarian Inn Property. That additional expense, together with any shortfall in annexation affected real estate taxes not offset by Shepherdstown's payments to Waste Management will be adjusted to zero through West Virginia Code §7-18-14(b)(1)(B). Specifically, upon annual application by Asam or its designee pursuant to said statute, Shepherdstown shall allocate a portion of its hotel occupancy tax revenue to Asam to make up or cover any such costs not otherwise offset by Shepherdstown's payments to Waste Management. The current allocation of the hotel occupancy tax between Jefferson County and Shepherdstown shall be maintained.

3. As it is understood and previously stated, it is the intent of this Memorandum to ensure that the annexation of the Bavarian Inn Property will be cost neutral to

Asam now and in the future. The parties therefore shall cooperate to ensure that Asam's direct costs from annexation, as described herein, are reduced to zero by Shepherdstown's payments to Waste Management for the benefit of Asam and by allocations from hotel occupancy tax revenue, and concurrently to protect that Shepherdstown's obligations do not exceed the funds necessary to bring Asam's direct annexation related costs to zero. Failure by Shepherdstown to reimburse Asam for additional expenses as outlined in subparagraphs (2)(a) and (2)(b) above, as well as for any additional unforeseen expenses incurred due to annexation, shall be considered a breach of this Memorandum.

4. Legal expenses associated with the drafting of this agreement and the preparation and processing of a petition for annexation for approval through the Planning Commission and Town Council and before the Jefferson County Commission shall be absorbed and/or paid by Shepherdstown.

5. This Memorandum represents the entire understanding of the parties and is binding on the parties solely in the capacities in which they have made and signed this Memorandum and their respective successors and assigns. Any amendments, modifications or changes to this Memorandum shall be in writing and shall be executed in the same or similar form as this document. The Memorandum shall be construed under the laws of the State of West Virginia.

6. If either party breaches this Memorandum or defaults in performing its terms and conditions, following written notice to the breaching or defaulting party and a thirty (30) day period within which the breach or default may be cured, the party claiming that a breach or default of this Memorandum has occurred may pursue any and all available legal remedies,

including for the termination of this Memorandum and a return to the status quo ante. If a court of competent jurisdiction determines that a breach or default has occurred, the breaching party is responsible for paying a reasonable attorney fee and costs to the prevailing party.

7. This Memorandum, once ratified by Town Council, shall survive annexation of the Bavarian Inn Property. However, if the Bavarian Inn Property is not annexed by Shepherdstown, this Memorandum is void and of no effect. Further, if the Property is no longer operated as a commercial business, the obligations of Shepherdstown hereunder shall cease.

WITNESS the following signatures.

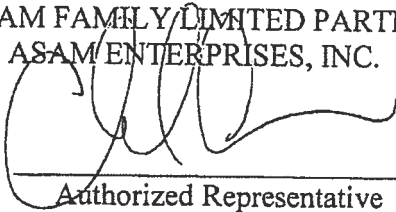
CORPORATION OF SHEPHERDSTOWN

By:


Arthur E. Auxer, III, Mayor

ASAM FAMILY LIMITED PARTNERSHIP
and ASAM ENTERPRISES, INC.

By:


Authorized Representative

AN ORDINANCE ANNEXING TO THE CORPORATION
OF SHEPHERDSTOWN THREE CONTIGUOUS PARCELS OF
REAL ESTATE CONTAINING 6.50 ACRES, MORE OR LESS, IN THE AGGREGATE
AND IDENTIFIED AS PORTIONS OF PARCELS 101 AND 102 AND THE ENTIRETY OF
PARCEL 103 ON TAX MAP 5,
WHICH ARE PRESENTLY LOCATED IN SHEPHERDSTOWN DISTRICT,
JEFFERSON COUNTY, WEST VIRGINIA, OWNED BY ASAM ENTERPRISES, INC., AND
ASAM FAMILY LIMITED PARTNERSHIP, RESPECTIVELY, AND ADJACENT TO AND
CONTIGUOUS WITH THE EXISTING CORPORATE BOUNDARY OF THE
CORPORATION OF SHEPHERDSTOWN, AND PROVIDING FOR THE INSTITUTION OF
THE NECESSARY PROCEEDINGS BEFORE THE COUNTY COMMISSION OF
JEFFERSON COUNTY, WEST VIRGINIA IN ACCORDANCE WITH WEST VIRGINIA
CODE § 8-6-4
(ANNEXATION WITHOUT ELECTION)

WHEREAS, Asam Enterprises, Inc. and Asam Family Limited Partnership are the respective owners of three (3) contiguous and adjacent parcels of real estate within Shepherdstown District, Jefferson County, West Virginia, consisting of 6.50 acres, more or less, in the aggregate and identified as portions of Parcel 101 (3.74 acres) and Parcel 102 (0.59 acres), and the entirety of Parcel 103 (2.15 acres) on Tax Map 5, said property being included in the metes and bounds descriptions of the real estate conveyed in two deeds, the first dated June 7, 1989, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia on June 15, 1989, in Deed Book 632, page 339, by which a 3.74 acre parcel was acquired by Asam Enterprises, Inc. and the second dated December 23, 1993, and recorded in the aforesaid County Clerk's Office on December 28, 1993, in Deed Book 765, page 756, by which Tract I containing 5.65 acres, and Tract II containing 0.666 acres, were conveyed to the Asam Family Limited Partnership; and

WHEREAS, Asam Enterprises, Inc. and Asam Family Limited Partnership have petitioned the Corporation of Shepherdstown to annex to it those portions of Parcels 101 and 102 on Tax Map 5, that are located in Shepherdstown District, and all of Parcel 103 of Tax Map 5, in Shepherdstown District, Jefferson County, West Virginia, and being part of the same real estate conveyed to them as set forth in the preceding paragraph; and

WHEREAS, it appears from the Petition of Asam Enterprises, Inc. and Asam Family Limited Partnership and from verification by the Corporation of Shepherdstown that there are no occupants or voters residing or living on the subject real estate; and

WHEREAS, it has been represented to the Corporation of Shepherdstown and verified by the deeds of record in the aforesaid County Clerk's Office that Asam Enterprises, Inc. and Asam Family Limited Partnership are the respective sole fee simple owners of said parcels of real estate and portions thereof which are the subject of this Petition for Annexation; and

WHEREAS, the property to be annexed is located on the east side of Shepherd Grade Road just north of the intersection with North Duke Street in Shepherdstown District and is contiguous with the municipal boundary of the Corporation of Shepherdstown, and that the boundary line of the Corporation of Shepherdstown crosses the parcels identified as Parcels 101 and 102 of Tax Map 5; and

WHEREAS, the Bavarian Inn restaurant and its chalets are situate on the property to be annexed and that the proposed annexation will have a positive financial impact to the Corporation of Shepherdstown in accordance with a certain Memorandum of Understanding dated April 4, 2018; and

WHEREAS, the proposed property to be annexed is entirely within the Corporation of Shepherdstown's Growth Management Boundary, and the annexation is consistent with its Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Corporation of Shepherdstown that the portions of parcels 101 and 102 of Tax Map 5, and the entirety of Parcel 103 of Tax Map 5, consisting of 6.50 acres, more or less, in the aggregate, all of which are contiguous and adjacent to each other, located in Shepherdstown District, Jefferson County, West Virginia, are adjacent and contiguous to the corporate boundary of the Corporation of Shepherdstown, are owned by Asam Enterprises, Inc. and Asam Family Limited Partnership, respectively, are a part of the same real estate conveyed to Asam Enterprises, Inc. by deed dated June 7, 1989, of record in the aforesaid County Clerk's Office in Deed Book 632, page 339, and to Asam Family Limited Partnership by deed dated December 23, 1993, of record in Deed Book 765, page 756, attached hereto as Exhibit A, and are more particularity referenced and described on an enlarged portion of Tax Map 5, attached hereto as Exhibit B, and on a recorded Final Plat Showing Lots 1 and 2 (Residue) attached hereto as Exhibit C, be and they are annexed to and made a part of the corporate limits of the Corporation of Shepherdstown, West Virginia, as provided and permitted under the provisions of West Virginia Code § 8-6-4 ; and

BE IT FURTHER ORDAINED that the said parcels of real estate shall be classified for purposes of zoning in the Residential Commercial District.

BE IT FURTHER ORDAINED that before further development of said parcels of real estate, a traffic study must be submitted to the Shepherdstown Planning Commission.

BE IT FURTHER ORDAINED that the Mayor of the Corporation of Shepherdstown, or the Town's Attorney on behalf of the Corporation of Shepherdstown, is hereby authorized and directed to present to the County Commission of Jefferson County, West Virginia, a Certificate of the Town Council of the Corporation of Shepherdstown stating that the aforesaid annexation has been completed, certified, and accepted by the Corporation of Shepherdstown as provided by W. Va. Code § 8-6-4 and § 8-6-4a(c)(1).

This Ordinance shall become effective and in full force and effect as of the date of its adoption.

Introduced: 6-12-18
Adopted: 6-26-18

ATTEST: *John Roberts*
Recorder

CORPORATION OF SHEPHERDSTOWN,
a West Virginia municipal corporation

By *Arthur J. Auxer, III*
The Honorable Arthur J. Auxer, III
Its Mayor

EXHIBIT A

DEEDS

2029 Lead 6-16-89-Asam Enterprises, Inc., Shepherdstown, WV

3502

THIS DEED made this 7 day of JUNE, 1989, by and between JEFFERSON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia, acting by and through the COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, party of the first part, and ASAM ENTERPRISES, INC., a West Virginia Corporation, party of the second part,

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, and in pursuance of Article X, Section 10.1, et seq., of a certain lease between Jefferson County and Asam Enterprises, Inc., dated May 1, 1981, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 486, at page 1, the party of the first part hereby grants and conveys, with special warranty, unto the said party of the second part the following described real estate and improvements thereon and appurtenances thereunto belonging situate and being in and near the Town of Shepherdstown, Jefferson County, West Virginia, containing 4.551 acres, more or less as the same is described in a deed from Erwin Asam, et ux., to Jefferson County dated May 30, 1981, recorded in the said Clerk's Office in Deed Book 485, at page 745. LESS, HOWEVER, .666 acres of said 4.551 acre parcel heretofore conveyed by Jefferson County to Asam Enterprises, Inc., by deed dated the 24th day of May, 1984, recorded in said Clerk's Office in Deed Book 528, at page 424, making this total area herein conveyed 3.885 acres.

The property is conveyed subject to any and all liens, easements, and encumbrances, of every kind whatsoever.

Pursuant to the terms of Article 10, Section 10.2 of the aforementioned lease this deed, ipso facto, terminates the hereinbefore mentioned lease and grantor and grantee hereby mutually release each other from any further or future obligation or liability or duty thereunder.

This conveyance is exempt from the excise tax provision set forth in Chapter 11, Article 22 of the West Virginia Code by reason of it being a transfer from a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, Jefferson County, acting by and through the County

UMENT
ARED BY
HENRY W MORROW
ATTORNEY AT LAW
CHARLES TOWN, W VA.

Commission of Jefferson County, has caused these presents to be signed by Henry W. Morrow, President of the County Commission of Jefferson County, and Asam Enterprises, Inc., has caused these presents to be signed by Erwin Asam, its President.

JEFFERSON COUNTY, WEST VIRGINIA, a political subdivision of the State of West Virginia, acting by and through the COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA,

By: Henry W. Morrow
President

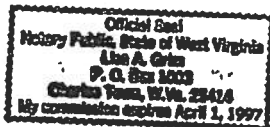
ASAM ENTERPRISES, INC., a West Virginia Corporation,

By: Erwin Asam
President

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

I, Lisa A. Green, a Notary Public of and for the County and State aforesaid, hereby certify that HENRY W. MORROW, President of the County Commission of Jefferson County, West Virginia, whose name is signed to the writing hereto annexed, bearing date on the 9th day of June, 1989, has this day acknowledged the same before me in my said County and State as and for the act and deed of said corporation.

Given under my hand this 9th day of June, 1989.



Lisa A. Green
NOTARY PUBLIC

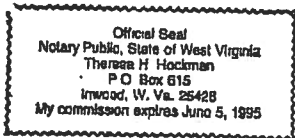
My Commission Expires: 4-1-97

DOCUMENT PREPARED BY
HENRY W. MORROW
ATTORNEY AT LAW
CHARLES TOWN, W. VA.

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

I, Theresa H. Hockman, a Notary Public of and for the County and State aforesaid, hereby certify that EDWIN ASAM, President of Asam Enterprises, a West Virginia Corporation, whose name is signed to the writing hereto annexed, bearing date on the 13 day of June, 1989, has this day acknowledged the same before me in my said County and State as and for the act and deed of said corporation.

Given under my hand this 13 day of June, 1989.



Theresa H. Hockman
NOTARY PUBLIC

My Commission Expires: June 5, 1995

Edwin Asam

State of West Virginia, County of Jefferson, Sct.
IN THE CLERK'S OFFICE OF COUNTY COMMISSION:
On JUN 15 1989, at 9:30 A.M., the foregoing
Deed of B. & S. was received in my said office and duly
admitted to record.

Test,
John E. Ott
Clerk of County Commission



756

BOOK NO. 265 JEFFERSON COUNTY,

10147

THIS DEED made and entered into this 23rd day of December, 1993, by and between ASAM ENTERPRISES, INC., a West Virginia corporation, party of the first part, and ERWIN ASAM AND YVONNE C. ASAM, husband and wife, parties of the second part and hereinafter referred to as Grantors, THE ASAM FAMILY LIMITED PARTNERSHIP, a West Virginia partnership, party of the third part and hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant and convey, with covenants of general warranty unto the said Grantee, in fee simple, all of that certain lot or parcel of real estate situated in Shepherdstown Magisterial District, Jefferson County, West Virginia, and more particularly described as follows:

19-34-93 Check to Howard

PARCEL ONE: Containing between eleven (11) and twelve (12) acres, more or less, bounded on the north by property now owned by Henry Shepherd, on the east by the Potomac River, on the south by West Virginia State Route 48, on the southwest by property owned by Karl Hill, and on the west and southwest by the Shepherd Grade Road.

AND BEING the same real property conveyed unto Erwin Asam and Yvonne C. Asam, husband and wife, by deed dated the 12th day of January, 1977, from Hermine Goede, widow, and is of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 418, at Page 286.

Less and excepting that 4.551 acres, more or less, heretofore conveyed by Erwin Asam and Yvonne C. Asam, husband and wife, to Jefferson County, West Virginia, a political subdivision of the State of West Virginia, by deed dated May 30, 1981, and of record in Deed Book 485, at Page 745. By deed dated May 24, 1984, Jefferson County, West Virginia, a political subdivision of the State of West Virginia, conveyed 0.666 acres to Asam Enterprises, Inc., a West Virginia corporation, which deed is of record in Deed Book 528, at Page 424, making the total area excepted to 3.885 acres. This 3.885 acres was conveyed by Jefferson County, West Virginia, a political subdivision of the State of West Virginia, to Asam Enterprises, Inc., a West Virginia corporation, by deed dated June 7, 1989, and of record in Deed Book 632, at Page 339. The 3.885 acres is to remain in the name of Asam Enterprises, Inc. and is not included in this Deed.

PARCEL TWO: Beginning at a 1/2" rebar, found in the right-of-way line of said Highway 480,

said rebar being at the end of the (4th) or N 17 degrees 57' 05" W 5.00' line in the deed from Erwin Asam and Yvonne C. Asam to Jefferson County, West Virginia, dated May 30, 1981, and recorded in Deed Book 485, at Page 745; thence with a portion of the (5th) line of said deed, S 72 degrees 02' 49" W 129.00' to a 5/8" rebar, set; thence leaving aforementioned right-of-way with five (5) new lines of division: N 17 degrees 57' 05" W 137.00' to a 5/8" rebar, set; thence N 83 degrees 40' 00" E 92.00' to a 5/8" rebar, set; thence N 63 degrees 45' 00" E 82.00' to a 5/8" rebar, set; thence S 87 degrees 42' 10" E 61.55' to a 5/8" rebar, set; S 17 degrees 57' 05" E 114.00' to 5/8" rebar, set in the right-of-way line of Highway 480; thence with said right-of-way and the remainder of the third (3rd) line of the aforementioned deed S 72 degrees 02' 49" W 100.00' to a 5/8" rebar, set; thence with the aforementioned fourth (4th) deed line N 17 degrees 57' 05" W 5.00' to the place of beginning, containing 0.666 acres, more or less.

AND BEING the same real property that was conveyed unto Asam Enterprises, Inc., a West Virginia corporation, by deed dated the 24th day of May, 1984, from Jefferson County, West Virginia, a political subdivision of the State of West Virginia, and is of record in said Clerk's Office in Deed Book 528, at Page 424.

THIS CONVEYANCE IS MADE SUBJECT TO, HOWEVER, all rights-of-way, restrictive covenants, easements, and reservations of record in said Clerk's Office.

DECLARATION OF CONSIDERATION OR VALUE

As provided by law, the undersigned hereby declares that the total consideration paid for the real estate transferred by the document to which this declaration is appended is \$665,000.00.

WITNESS the following signatures and seals:



ASAM ENTERPRISES, INC.
a West Virginia Corporation

[Signature]

By: ERWIN ASAM
Its: President

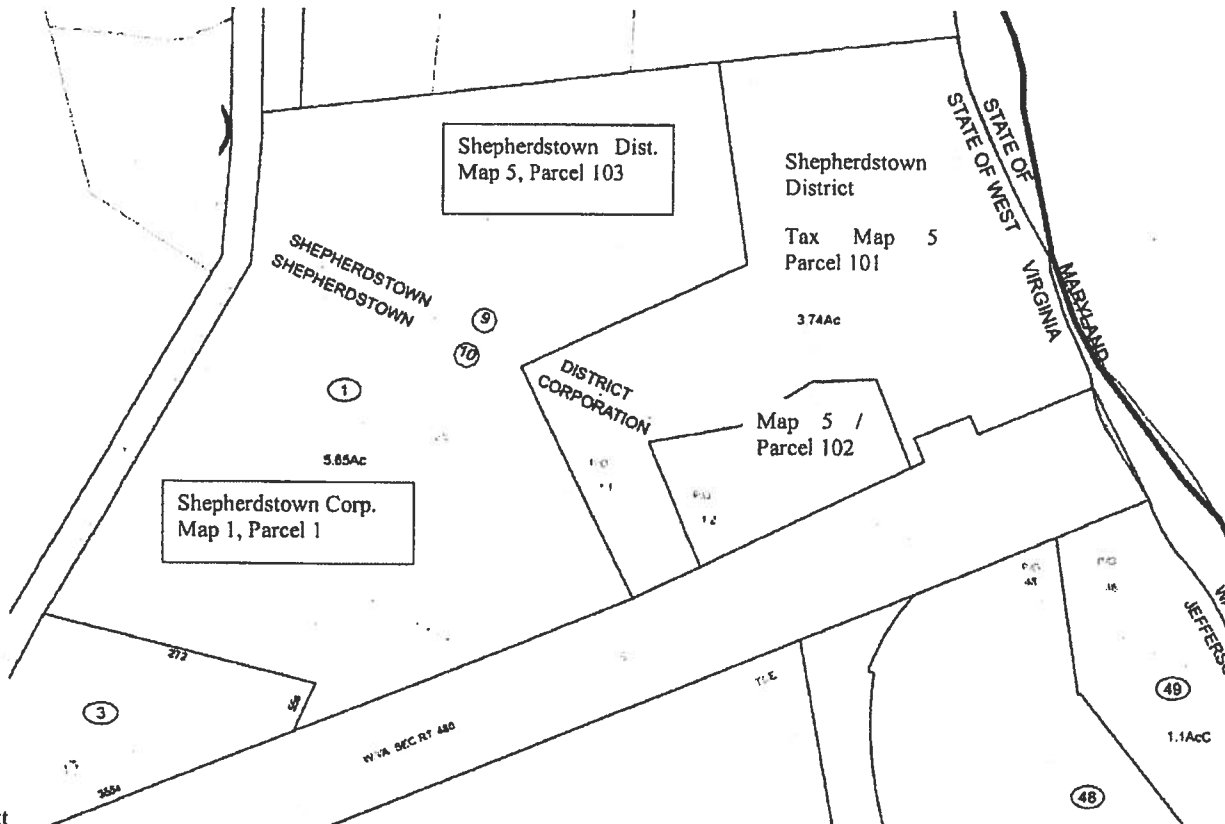
[Signature]

ERWIN ASAM

[Signature]
YVONNE C. ASAM

EXHIBIT B

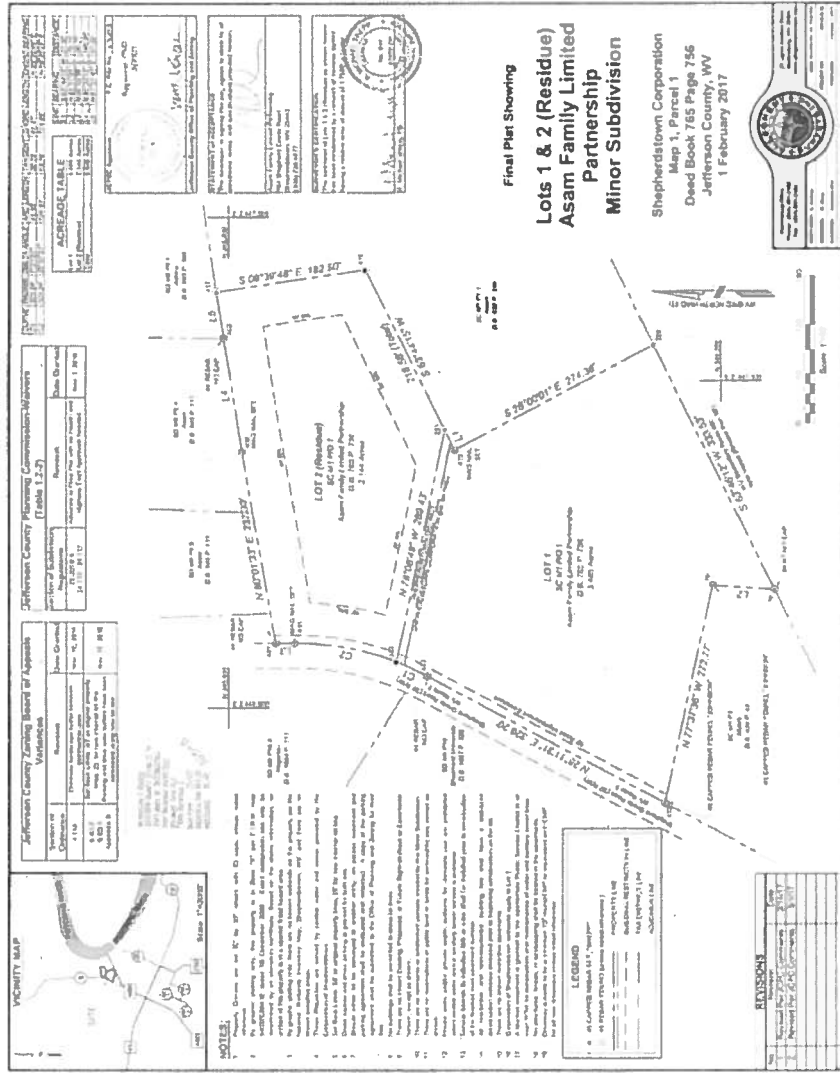
TAX MAP



TTttt

<p>FOR TAX PURPOSES ONLY HERCULES BY JEFFERSON COUNTY ASSESSOR'S OFFICE</p>	<p>NOTICE This map is prepared by the Assessor's Office and is subject to change without notice. It is not intended to be used for any other purpose.</p>	<p>LEGEND 1.0" = 100' 2.0" = 200' 3.0" = 300'</p>	<p>REVISIONS DATE DESCRIPTION</p>	<p>COUNTY OF JEFFERSON OFFICE OF THE ASSESSOR CHARLES TOWN, WV ASSASSOR: [Name] SUPPLY SPECIALIST: [Name]</p>	<p>SHEPHERDSTOWN CORPORATION DISTRICT 10 MAP 1</p>
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10103857.1



Plats courtesy of the Jefferson County Clerk's Office, Jennifer Maghan, Clerk

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **July 19, 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 3 for the General Fund
- Review and Approval of FY2018 State Budget Revision 10 for the General Fund
- Review and Approval of FY2018 State Budget Revision 4 for the Coal Severance Fund
- Review of the Actuarial Valuation of the (OPEB) Other Postemployment Benefits FY2018 Report

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 3 for the General Fund
- Motion to approve FY18 State Budget Revision 10 for the General Fund
- Motion to approve FY18 State Budget Revision 4 for the Coal Severance Fund

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Gen IBR #3

Jefferson County, West Virginia
 Department of Financial Management
 Budget Revision for Fiscal Year Ending June 30, 2018
 Internal Budget Revision
 IBR # 3

Narrative:

Internal Budget revisions needed to cover insurance changes due to employee turnover and other unexpected expenditures.

Budget Line No	Account Name	Approved Budget	Requested Additions	Requested Reduction	Revised Budget
001.401.01.105.000.GG.000	Co Comm Group Insurance	86,808	7,500		94,308
001.401.01.106.000.GG.000	Co Comm Retirement	36,489	3,900		40,389
001.401.02.218.000.GG.000	Co Comm Postage	118,700		28,000	90,700
001.401.02.223.001.GG.000	Co Comm Prof Svc HRA	120,000	15,000		135,000
001.401.02.226.001.GG.000	Co Comm Ins Work Comp	145,831	9,400		155,031
001.401.05.586.000.GG.000	Co Comm Contr Other Funds	25,000		7,800	17,200
	Co Comm Total		35,800	35,800	
001.402.03.341.000.GG.000	Co Clk Mat & Supp	7,333	400		7,733
001.402.02.214.000.GG.000	Co Clk Travel	3,450		400	3,050
	Co Clk Total		400	400	
001.403.01.105.000.GG.000	Cir Clk Group Insurance	111,755	13,000	-	124,755
001.403.01.103.000.GG.000	Cir Clk Wages	333,445		9,000	324,445
001.403.01.104.000.GG.000	Cir Clk FICA	24,529		558	23,971
001.403.01.104.001.GG.000	Cir Clk Medicare	5,739		131	5,608
001.403.01.106.000.GG.000	Cir Clk Retirement	43,515		1,000	42,515
001.403.03.355.000.GG.000	Cir Clk IT Support	500		500	-
001.403.02.230.000.GG.000	Cir Clk Mat Supp	6,400		1,811	4,589
	Cir Clk Total		13,000	13,000	
001.404.01.105.000.GG.000	Sher Tax Group Insurance	47,148	7,500		54,648
001.404.01.108.002.GG.000	Sher Tax P/T Extra Help	-	1,872		1,872
001.404.01.103.000.GG.000	Sher Tax Wages	322,020		7,966	314,054
001.404.01.104.000.GG.000	Sher Tax FICA	24,079		494	23,585
001.404.01.104.001.GG.000	Sher Tax Medicare	5,635		116	5,519
001.404.01.106.000.GG.000	Sher Tax Retirement	42,717		796	41,921
001.404.02.232.000.GG.000	Sher Tax Bank Charges	500	125		625
001.404.02.229.000.GG.000	Sher Tax Court Costs	1,000		125	875
	Sher Tax Total		9,497	9,497	
001.405.01.108.002.GG.000	Pros Atty P/T Extra Help	-	9,200		9,200
001.405.03.353.000.GG.000	Pros Atty Computer Software	-	2,767		2,767
001.405.02.223.000.GG.000	Pros Atty Prof Svcs	12,000	4,000		16,000
001.405.02.211.000.GG.000	Pros Atty Telephone	-	1,017		1,017
001.405.01.103.000.GG.000	Pros Atty Wages	1,174,118		13,655	1,160,463
001.405.01.104.000.GG.000	Pros Atty FICA	79,515		813	78,702
001.405.01.104.001.GG.000	Pros Atty Medicare	18,602		190	18,412
001.405.01.106.000.GG.000	Pros Atty Retirement	141,064		2,326	138,738
	Pros Atty Total		16,984	16,984	
001.406.01.105.000.GG.000	Assr Group Insurance	67,916	7,000		74,916
001.406.01.103.000.GG.000	Assr Wages	270,082		5,950	264,132
001.406.01.104.000.GG.000	Assr FICA	23,630		369	23,261
001.406.01.104.001.GG.000	Assr Medicare	5,530		88	5,444
001.406.01.106.000.GG.000	Assr Retirement	38,105		595	37,510
	Assr Total		7,000	7,000	
001.424.01.108.001.GG.000	Cthse Overtime	10,000	5,000		15,000
001.424.02.215.000.GG.000	Cthse Maint repair Bldg	10,000		9,000	1,000
001.424.02.221.000.GG.000	Cthse Training	500	200		700
001.424.03.345.000.GG.000	Cthse Uniforms	1,500	300		1,800

001.424.03.341.000.GG.000	Cthse Materials	6,000	1,500		7,500
001.424.02.214.000.GG.000	Cthse Travel	1,000		500	500
001.424.02.213.001.GG.000	Cthse Electricity	22,000	2,500		24,500
	Cthse Total		9,500	9,500	-
					-
001.425.02.213.001.GG.000	Oth Buildings Electricity	250,400	25,100		275,500
001.425.02.215.000.GG.000	Oth Buildings Maint repair Bldg	50,000		22,000	28,000
001.425.02.216.000.GG.000	Oth Buildings Maint Repair Equip	20,000	12,000		32,000
001.425.02.216.001.GG.000	Oth Buildings Maint Repair Sec Sys	9,000	5,000		14,000
001.425.02.219.001.GG.000	Oth Buildings Equip Rent	800		800	-
001.425.02.223.000.GG.000	Oth Buildings Prof Services	15,000		4,500	10,500
001.425.02.230.000.GG.000	Oth Buildings Contracted Svc	75,000		10,000	65,000
001.425.03.341.000.GG.000	Oth Buildings Mat & Supplies	90,000		4,800	85,200
	Oth Bldgs Total		42,100	42,100	-
					-
001.700.01.108.001.PS.000	Law Enf Overtime	165,000	80,000		245,000
001.700.01.108.003.PS.000	Law Enf Cir Ct Bailiffs	311,000	44,990		355,990
001.700.02.218.000.PS.000	Law Enf Postage	250	160		410
001.700.02.229.000.PS.000	Law Enf Court Cost/Damages	-	3,000		3,000
001.700.03.341.000.PS.000	Law Enf Mat & Supplies	50,764	8,500		59,264
001.700.03.343.000.PS.000	Law Enf Auto Supplies	10,000	7,500		17,500
001.700.01.103.000.PS.000	Law Enf Wages	2,201,706		108,358	2,093,348
001.700.01.108.002.PS.000	Law Enf PT Extra Help	6,000		3,500	2,500
001.700.01.108.004.PS.000	Law Enf Trip Guards	21,967		8,000	13,967
001.700.01.104.000.PS.000	Law Enf FICA	175,620		6,718	168,902
001.700.01.104.001.PS.000	Law Enf Medicare	41,092		1,571	39,521
001.700.01.105.001.PS.000	Law Enf Group Insurance	476,377		3,000	473,377
001.700.01.106.000.PS.000	Law Enf Retirement	293,309		13,003	280,306
	LEO Total		144,150	144,150	-
					-
001.716.02.230.000.PS.000	Animal Ctl Contracted Services	2,000	1,500		3,500
001.716.01.103.000.PS.000	Animal Ctl Wages	168,702		1,275	167,427
001.716.01.104.000.PS.000	Animal Ctl FICA	11,945		79	11,866
001.716.01.104.001.PS.000	Animal Ctl Medicare	2,739		18	2,721
001.716.01.106.000.PS.000	Animal Ctl Retirement	20,514		128	20,386
	LEO Total		1,500	1,500	-
					-
Totals		7,863,140	279,931	279,931	7,863,140

Requested by: Michelle Gordon/ Finance Director

Approved by: (department head/elected): see Attached emails from Elected Officials

Date:

Reviewed by:

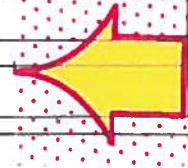
Michelle Gordon/ Finance Director

Date: 10/20/18

Date Submitted to County Commission:

Date Approved:

Authorizing Signature:



**SIGN
HERE**

Michelle Gordon

From: Storm, Laura <Laura.Storm@courtsww.gov>
Sent: Friday, June 15, 2018 11:03 AM
To: Michelle Gordon
Subject: RE: FY18 Budget Revision

Thank You very much!

I would also like to request an additional \$1300 in funds to be added to wages for merit increases for my employees.

Appreciate your help with this!

Laura

From: Michelle Gordon [mailto:mgordon@jeffersoncountywv.org]
Sent: Friday, June 15, 2018 10:45 AM
To: Storm, Laura <Laura.Storm@courtsww.gov>
Subject: FY18 Budget Revision

Hi Laura,

This is the budget revision I spoke to you about on the phone. I project you'll be short about \$7,200 (13,000 – 5,830) due to an insurance change and that's not within your control. I covered what I thought would be reasonable from within your department, and I'll cover the rest from fund balance.

GL Account	Description	Increase	Decrease
001.403.01.105.000.GG.000	Cir Clk Group Insurance	13,000	
001.403.01.103.000.GG.000	Cir Clk Wages		3,000
001.403.01.104.000.GG.000	Cir Clk FICA		186
001.403.01.104.001.GG.000	Cir Clk Medicare		44
001.403.01.106.000.GG.000	Cir Clk Retirement		300
001.403.03.355.000.GG.000	Cir Clk IT Support		500
001.403.02.230.000.GG.000	Cir Clk Mat Supp		1800

Sincerely,
Michelle

Michelle Gordon
Finance Director, Jefferson County
Jefferson County Commission
124 East Washington Street
PO Box 250
Charles Town, WV 25414
O: 304.724.8425
F: 304.725.7916
mgordon@jeffersoncountywv.org
www.jeffersoncountywv.org

IBR's

Michelle Gordon

From: Angela Banks
Sent: Friday, June 15, 2018 8:57 AM
To: Michelle Gordon
Subject: Re: FY18 Budget Revisions

This is fine.

Angela Banks

From: Michelle Gordon
Sent: Wednesday, June 13, 2018 5:01 PM
To: Angela Banks
Subject: FY18 Budget Revisions

Hi Angie,
I'm working on final budget revision for FY18's current year budget. To clear up some accounts that are over budget in your department, I'm proposing the following budget revisions:

		Increase	Decrease
001.406.01.105.000.GG.000	Assr Group Insurance	7,000	
001.406.01.103.000.GG.000	Assr Wages		5,950
001.406.01.104.000.GG.000	Assr FICA		369
001.406.01.104.001.GG.000	Assr Medicare		86
001.406.01.106.000.GG.000	Assr Retirement		595

Let me know if that is not ok.

Thank you,
Michelle

Michelle Gordon
Finance Director, Jefferson County
Jefferson County Commission
124 East Washington Street
PO Box 250
Charles Town, WV 25414
O: 304.724.8425
F: 304.725.7916
mgordon@jeffersoncountywv.org
www.jeffersoncountywv.org

402
Jackie called about
Chair purchase for Vivian
needed ~ 400 in mat/supp
m Gordon

Michelle Gordon

From: Pete Dougherty
Sent: Thursday, June 14, 2018 9:05 AM
To: Michelle Gordon
Cc: Deborah Lowe
Subject: RE: FY18 Budget Revisions

Michelle:

I concur with the request to revise the Sheriff's Tax Office budget.

Pete Dougherty
Sheriff, Jefferson County

From: Michelle Gordon
Sent: Wednesday, June 13, 2018 4:58 PM
To: Pete Dougherty <pdougherty@jcsdww.com>
Cc: Deborah Lowe <dlowe@jeffersoncountywv.org>
Subject: FY18 Budget Revisions

Hi Sheriff,
I'm working on final budget revision for FY18's current year budget. (Dept 700 & 716 will be sent tomorrow for review.) To clear up some accounts that are over budget in your department, I'm proposing the following budget revisions:

		Increase	Decrease
001 404 01 105 000 GG 000	Sher Tax Group Insurance	7,500	
001 404 01 108 002 GG 000	Sher Tax P/T Extra Help	1,872	
001 404 01 103 000 GG 000	Sher Tax Wages		7,966
001 404 01 104 000 GG 000	Sher Tax FICA		494
001 404 01 104 001 GG 000	Sher Tax Medicare		116
001 404 01 106 000 GG 000	Sher Tax Retirement		797
001 404 02 232 000 GG 000	Sher Tax Bank Charges	125	
001 404 02 229 000 GG 000	Sher Tax Court Costs		125

Let me know if that is not ok.

Thank you,
Michelle

Michelle Gordon
Finance Director, Jefferson County
Jefferson County Commission
124 East Washington Street
PO Box 250
Charles Town, WV 25414
O: 304.724.8425
F: 304.725.7916
mgordon@jeffersoncountywv.org
www.jeffersoncountywv.org

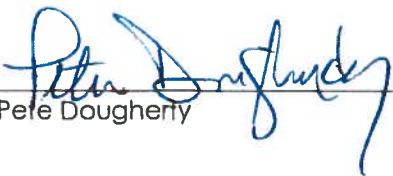
Deborah Lowe

From: Michelle Gordon
Sent: Friday, June 15, 2018 10:32 AM
To: Deborah Lowe
Cc: Pete Dougherty
Subject: 700 Budget Revisions

Hi Debbie,

I show the following budget revisions will be needed for 700- Law Enforcement. Since the overall effect is to reduce 700's budget due to unexpended grants, I will need his signature for the Grant Revision. Please revise as needed, print this off and have him sign it for me if it's acceptable.

<u>GL Account</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>
Reverse FY18 budget for unexpended Grant that crosses into FY19. Budget already included in FY19 Approved Bud Governor's Highway Safety Program Grant.			
001.322.IG.000	Federal Government Grants		79,946
001.700.01.103.004.PS.000	Law Enf-Wages-GRANTS		29,967
001.700.01.104.000.PS.000	Law Enf FICA GRANTS		1,858
001.700.01.104.001.PS.000	Law Enf Medicare GRANTS		435
001.700.01.106.000.PS.000	Law Enf Retirement GRANTS		3,596
001.700.01.105.000.PS.000	Law Enf Group Insurance GRANTS		1,530
001.700.02.214.001.PS.000	Law Enf Travel-GRANTS		4,000
001.700.02.221.001.PS.000	Law Enf Train/Educ GRANTS		1,560
001.700.02.230.001.PS.000	Law Enf Contract Svc-GRANTS		9,000
001.700.03.341.000.PS.001	Law Enf Mat & Supp GRANTS		24,600
001.700.04.459.001.CP.000	Law Enf C/O GRANTS		3,400



Sheriff Pete Dougherty

I have the following recommendation for an internal budget revision for his department for projected expenses through the end of June. Revise as needed, and let me know.

		<u>Increase</u>	<u>Decrease</u>
001.700.01.108.001.PS.000	Law Enf Overtime	80000	
001.700.01.108.003.PS.000	Law Enf Cir Ct Bailiffs	45000	
001.700.02.218.000.PS.000	Law Enf Postage	150	
001.700.02.229.000.PS.000	Law Enf Court Cost/Damages	3000	
001.700.03.341.000.PS.000	Law Enf Mat & Supplies	8500	
001.700.03.343.000.PS.000	Law Enf Auto Supplies	7500	
001.700.01.103.000.PS.000	Law Enf Wages		108,358
001.700.01.108.002.PS.000	Law Enf PT Extra Help		3,500
001.700.01.108.004.PS.000	Law Enf Trip Guards		8,000
001.700.01.104.000.PS.000	Law Enf FICA		6,718
001.700.01.104.001.PS.000	Law Enf Medicare		1,571
001.700.01.105.001.PS.000	Law Enf Group Insurance		3,000
001.700.01.106.000.PS.000	Law Enf Retirement		13,003
Total Law Enf		<u>144,150</u>	<u>144,150</u>

Michelle Gordon

Animal Control

From: Deborah Lowe
Sent: Wednesday, June 13, 2018 10:33 AM
To: Michelle Gordon
Subject: FW: Valley Pet
Attachments: DOC001.pdf

An additional 453.00 will come out of Contracted Services 716-02-230.

From: Jess Ebersole
Sent: Wednesday, June 13, 2018 10:30 AM
To: Deborah Lowe <dlowe@jeffersoncountywv.org>
Cc: Allan Thomas <athomas@jcsdww.com>
Subject: Valley Pet

We have just received an Invoice from Valley Pet for our cremation services. I have included it in this email. Please pay \$453.00 to Valley Pet from our Contracted Services line item of our budget.

Let me know if you need anything else from me.

Please also inform Michelle that the amount that I sent to Vivian yesterday for a check to be cut for our euthanasia inspection also came from this line item. That amount was \$250.

Thanks

Jess

+ 909 a/Rover
= 1500 ✓ total needed
to

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2016 ACTUAL YTD	2017 ACTUAL YTD	2017 BUDGET AMOUNT	2018 BUDGET AMOUNT
EXPENDITURES					
001 405-01-101-000-GG-000	PROS ATTY OFFICIAL SALARY	108192.00	95708.29	108192.00	108192.00
001 405-01-103-000-GG-000	PROS ATTY SALARY/WAGES	1101403.15	961936.32	1146287.00	1174118.00
001 405-01-104-000-GG-000	PROS ATTY FICA EXPENSE	76357.29	64041.79	76819.00	79515.00
001 405-01-104-001-GG-000	PROS ATTY MEDICARE EXPENS	17857.48	14977.36	17965.00	18602.00
001-405-01-105-000-GG-000	PROS ATTY GROUP INSURANCE	201409.80	188849.20	215232.00	222258.00
001-405-01-106-000-GG-000	PROS ATTY RETIREMENT	169818.01	124967.91	149395.00	141064.00
001-405-01-108-002-GG-000	PR ATTNY P/TIME/EXTRA HLP	2028.00	3878.55	3879.00	
001-405-02-214-000-GG-000	PROS ATTY TRAVEL	14665.12	8403.25	9500.00	12000.00
074-405-02-214-000-GG-000	PROS ATTY TRAVEL	105.00			
001 405-02-218-000-GG-000	PROS ATTY POSTAGE	363.67	451.68	475.00	550.00
001-405-02-220-000-GG-000	PROS ATTY ADS/LEGAL PUBS		290.10	950.00	1000.00
001-405-02-221-000-GG-000	PROS ATTY TRAIN/EDUCATION	4473.00	2948.26	4025.00	3800.00
074-405-02-221-000-GG-000	PROS ATTY TRAIN/EDUCATION	510.00			
001-405-02-222-000-GG-000	PROS ATTY DUES/SUBSCRIPTI	53715.35	40627.73	47975.00	25500.00
001-405-02-223-000-GG-000	PROS ATTY PROF SERVICES	11482.38	7456.79	9900.00	12000.00
074-405-02-223-000-GG-000	PROS ATTY PROFESSNL SRVCS		100.00		
001-405-02-229-000-GG-000	PROS ATTY COURT COSTS/DAM		200.00	100.00	
001-405-02-230-000-GG-000	PROS ATTY CONTRCTD SERVIC	6529.24	5189.48	5700.00	6000.00
074 405 02 233-000-GG-000	PROS ATTY INVESTIGATION		345.60		
001 405 03-341-000-GG-000	PROS ATTY MATERIAL/SUPPLY	7800.00	5131.46	6000.00	6000.00
074-405-03-341-000-GG-000	PROS ATTY MAT/SUPPLIES		2340.00		
TOTALS FOR PROSECUTING ATTORNEY		1776709.49	1527843.77	1802394.00	1810599.00
TOTALS FOR EXPENDITURES		1776709.49	1527843.77	1802394.00	1810599.00
EXCESS OF REVENUE OVER EXPENDITURES FOR PROSECUTING ATTORNEY		1776709.49	1527843.77	1802394.00	1810599.00

trfr to 428-353
need 2800 for Adobe Software in 2018
\$ said will need 100-150/mo for new phone?
mmJaram
matth pros Atty. FY18 BR

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

REQUEST FOR REVISION TO APPROVED BUDGET

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

Jefferson County Commission
 GOVERNMENT ENTITY

CONTROL NUMBER

2018
 FY
001
 FUND
10
 REV. NO.
1 of 1
 PG. OF NO.

Person To Contact Regarding

Budget Revision: **Michelle Gordon**
 Phone: **304-724-8425**
 Fax: **304-725-7916**

P.O. Box 250
 STREET OR PO BOX
 Charles Town
 CITY

COUNTY
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
309	Hotel Occupancy Tax	695,787	45,000		740,787
382	Refunds/Reimbursements (External Sources)	279,200	56,685		335,885
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 101,685

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
431	Economic Development	463,051	56,685		519,736
911	Visitor's Bureau	361,994	22,500		384,494
903	Arts & Humanities	13,916	900		14,816
900	Parks & Recreation	711,369	20,267		731,636
909	Historical Commission	20,606	1,333		21,939
717	Central Garage	261,862	57,000		318,862
699	Contingencies	2,790,609		57,000	2,733,609
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 101,685

APPROVED BY THE STATE AUDITOR

BY: Director, Local Government Services Division Date _____

AUTHORIZED SIGNATURE OF ENTITY



RESOLUTION

At a regular session of the Jefferson County Commission, held on the 28th day of June, 2018, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on Fiscal Year 2018 budget revision number #10 to the **General County Fund**, a copy of which is entered as part of this record.

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

Peter Onoszko	_____
Jane Tabb	_____
Patricia Noland	_____
Caleb Hudson	_____
Josh Compton	_____

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

Josh Compton, President
Jefferson County Commission



Jefferson County Commission
 State Budget Revision JE

Budget Revision #10 of General Fund FY18

GL Account	Description	Increase	Decrease	Department Net Change
Due to unexpected vehicle accidents and insurance repairs and an unexpected increase in gas/fuel prices.				
001.717.02.217.000.GG.000	Central Garage Maint/Repair Auto	15,000		57,000
001.717.03.343.001.GG.000	Central Garage Fuel Only	45,000		
001.717.03.341.000.GG.000	Central Garage Mat & Supplies		3,000	
001.699.06.675.000.GG.000	Conting-Fund Bal Reserve		57,000	(57,000)
Due to revised revenue estimates for Hotel Occupancy Tax				
001.309.OT.000	Hotel Occupancy Tax	(45,000)		(45,000)
001.911.05.567.000.CR.000	50% to visitor Bureau	22,500		22,500
001.903.05.567.000.CR.000	2.00% to AHA	900		900
001.900.05.567.000.CR.000	45.0385% to parks & recs	20,267		20,267
001.905.05.567.000.CR.000	2.9615% to Historical Commission	1,333		1,333
Increase Revenue & Expenditures for the Business Coach position funded by other agencies.				
001.382.MM.000	Reimbursements	(56,685)		(56,685)
001.431.01.105.000.GG.000	Econ Dev Group Insurance	12,566		56,685
001.431.01.103.000.GG.000	Econ Dev Wages	37,500		
001.431.01.104.000.GG.000	Econ Dev FICA	2,325		
001.431.01.104.001.GG.000	Econ Dev Medicare	544		
001.431.01.106.000.GG.000	Econ Dev Retirement	3,750		
Total		60,000	60,000	

FY18 & FY19

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: John Reisenweber

Department or Organization: Jefferson County Development Authority

Estimation of amount of time needed for appointment: 15 Minutes

Date Requested – 1st Choice: August 3, 2017

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

Date Requested – 2nd Choice:

Start Date 10/1/2017

Matt Coffey Add Note in Budget.

Subject (Wording to be placed on agenda): Approval of making JCDA Business Coach position a county employee.

Please provide the County Commission with a description of your request or presentation, including any background information: Based on a recommendation from the United States Small Business Administration, the WWSBDC is working to provide benefits to business coaches statewide. To accomplish this, WWSBDC requests that the Jefferson County Commission make the business coach an employee of the county. The WWSBDC has agreed to pay any additional costs associated with this. In addition, the employment contract will reflect permanency dependent on funding from the State of West Virginia.

Is this a funding request? Y/N No

If so, how much? \$

Provide exact financial impact/request:

Unan approval - Contingent on Funding.

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

Motion to approve JCDA Business Coach as a county employee provided additional costs are paid by the WWSBDC.

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: John Reisenweber/Jane Jones

Email address: john@jcda.net/janejones@jcda.net

Phone Number: 304-728-3255

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

REPORT SEQUENCE... 1. Employee ID

INCLUDING..... All outstanding and returned checks on file.
 INCLUDING..... Payroll Dates Between 07/01/2017 and 06/15/2018
 INCLUDING..... Employees with ID between COFFEY M and COFFEY M
 INCLUDING..... All Departments on the History File.
 INCLUDING..... All Locations on the History File.
 INCLUDING..... All Job Classes on the History File.
 INCLUDING..... All Employee Status on History File.

EMPL. ID	SOC. SEC. #	EMPLOYEE NAME	LOCATION	DEPARTMENT	JOB CLASS	CHECK AMT	CHECK NUMBER	PAYROLL DATE	CK ST	DATE RETURN			
COFFEY M	***-**-****	COFFEY, MATTHEW M	88	431	SALARY								
1923.08	194.86	106.54	119.23	115.38	27.88	.00	20.00	.00	1339.19	100777	10/14/2017	R	10/19/2017
1923.08	160.43	91.62	105.00	115.38	254.08	.00	20.00	.00	1176.57	100985	10/28/2017	R	11/02/2017
1923.08	160.43	91.62	105.00	115.38	254.08	.00	20.00	.00	1176.57	101194	11/11/2017	R	11/16/2017
1923.08	194.86	106.54	119.23	115.38	27.88	.00	20.00	.00	1339.19	101407	11/25/2017	R	11/30/2017
1923.08	160.43	91.62	105.00	115.38	254.08	.00	20.00	.00	1176.57	101619	12/09/2017	R	12/14/2017
1923.08	160.43	91.62	105.00	115.38	254.08	.00	20.00	.00	1176.57	101833	12/23/2017	R	12/28/2017
1923.08	160.43	91.62	105.00	115.38	254.08	.00	20.00	.00	1176.57	102046	01/06/2018	R	01/11/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	102261	01/20/2018	R	01/25/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	102471	02/03/2018	R	02/08/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	102681	02/17/2018	R	02/22/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	102892	03/03/2018	R	03/08/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	103101	03/17/2018	R	03/22/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	103316	03/31/2018	R	04/05/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	103525	04/14/2018	R	04/19/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	103740	04/28/2018	R	05/03/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	103958	05/12/2018	R	05/17/2018
1923.08	160.06	106.54	119.23	115.38	27.88	.00	20.00	.00	1373.99	104174	05/26/2018	R	05/31/2018
1923.08	132.52	91.62	105.00	115.38	254.08	.00	20.00	.00	1204.48	104388	06/09/2018	R	06/14/2018
-----									21980.02	TOTAL	COFFEY M		
34615.44	2677.13	1693.92	1932.69	2076.84	3894.84	.00	360.00	.00					
-----									TOTAL REPORT				
34615.44	2677.13	1693.92	1932.69	2076.84	3894.84	.00	360.00	.00					

+ 1.5 more pays 2884.61 = 37,500.05 plus ben

Medical ~~28~~ 18,884 / 12 x 9 = 14,163

AS OF 06/2017

ACCOUNT DESCRIPTION	CURRENT MONTH			YEAR - TO - DATE		
	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET	BUDGET	ACTUAL	ACTUAL OVER/ UNDER BUDGET
001-717-02-219-000-GG-000 CNTRL GRG MAINT/REPR AUTO				7000.00	3174.26	(A) 3825.74
001-717-02-223-000-GG-000 CNTRL GRG BLDG/EQUIP RNTL				500.00		500.00
001-717-03-341-000-GG-000 CNTRL GRG PROFESS SRVCS				2500.00	272.03	2227.97
001-717-03-342-000-GG-000 CNTRL GRG MATERIALS & SUP		9809.13	-9809.13	48000.00	51708.18	(B) -3708.18
001-717-03-343-001-GG-000 CNTRL GRG RECORD BOOKS				500.00	375.00	125.00
001-717-03-343-001-GG-000 CNTRL GRG FUEL ONLY		17524.15	-17524.15	132000.00	138075.51	(B) -6075.51
TOTALS FOR CENTRAL GARAGE		35167.56	-35167.56	254396.00	256812.14	-2416.14
001-800-05-567-002-HS-000 HLTH DEPT IN KIND CONTRIB		77400.00	-77400.00		77400.00	-77400.00
TOTALS FOR LOCAL HEALTH DEPT		77400.00	-77400.00		77400.00	-77400.00
001-808-05-567-000 HS 000 SWA CONTRIB OTH GOV UNITS						15600.00
TOTALS FOR SOLID WASTE AUTHORITY						15600.00
001-900-05-567-000-CR-000 P/REC HOTEL/MOTEL CONTRIB					11.28	-5479.28
001-900-05-567-003-CR-000 P/REC PERSONNEL CONTRIB					10.00	10.00
001-900-05-567-005-CR-000 P/REC SCHOLARSHIP FUND					10.00	10.00
001-900-05-567-008-CR-000 P/REC IN KIND CONTRIB					10.00	-148550.00
TOTALS FOR PARKS AND RECREATION					11.28	154029.28
001-903-05-567-000-CR-000 ART/HMNTS HTL/MTL CONTRIB					12.14	-993.14
TOTALS FOR ARTS AND HUMANITIES					12.14	-993.14
001-909-05-567-000-CR-000 HIS COM CONT OTH GOV UNIT					0.18	-346.18
TOTALS FOR HISTORICAL COMMISSION					10.18	-346.18
001-911-05-567-000-CR-000 VIS CTR CONT OTH GOV UNIT					53.64	11096.64
001-911-05-567-002-CR-000 VIS CTR-IN KIND CONTRIB					00.00	-10000.00
TOTALS FOR VISITOR'S BUREAU					53.64	-21096.64
001-916-05-567-000-CR-000 LIBRARY-OTHER CONTRIBUTION						00.00
TOTALS FOR LIBRARIES				330000.00	330000.00	
001-953-05-567-000-SS-000 PUBTRAN CONTR OTHR GOV UN				20000.00	20000.00	
TOTALS FOR PUBLIC TRANSPORTATION				20000.00	20000.00	
TOTALS FOR EXPENDITURES	6543.00	4337086.03	-4330543.03	29627711.00	2586625.58	4341085.42
EXCESS OF REVENUE OVER EXPENDITURES FOR GENERAL FUND		-1751592.27	-1751592.27		-1023753.77	-1023753.77
OTHER ADJUSTMENTS TO FUND BALANCE					169504.26	
FUND BALANCES - JULY 1					5453076.12	
FUND BALANCES - JUNE 30					4598826.61	

001-717-02-219-000-GG-000
 001-717-02-223-000-GG-000
 001-717-03-341-000-GG-000
 001-717-03-342-000-GG-000
 001-717-03-343-001-GG-000

(A) Maint keep Auto
 have several large Ins
 repairs coming in June
 Est. need add'l \$15K
 (B) Fuel - Gas prices have been
 increasing again estimate
 need add'l \$5K

has 153K
 extra
 need \$173K
 exp

717
 Net. needed
 217 MIR auto 15,000 - Accident
 repairs
 343 Fuel 45000 - Fuel TP
 increase
 341 EMS (3000) - overage.
 Dept Increase 57,000
 Lisa Gordon

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

REQUEST FOR REVISION TO APPROVED BUDGET

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

Jefferson County Commission
 GOVERNMENT ENTITY

CONTROL NUMBER

2018
 FY
002
 FUND
4
 REV. NO.
1 of 1
 PG. OF NO.

Person To Contact Regarding

Budget Revision: **Michelle Gordon**
 Phone: **304-724-8425**
 Fax: **304-725-7916**

P.O. Box 250
 STREET OR PO BOX
 Charles Town 25414
 CITY ZIP CODE

COUNTY
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

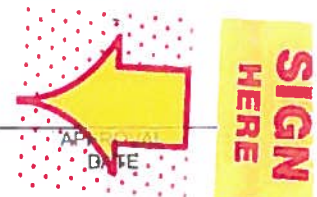
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
401	County Commission	152,522		14,400	138,122
425	Other Buildings		14,400		14,400
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR

BY: Director, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY



RESOLUTION

At a regular session of the Jefferson County Commission, held on the 18th day of January, 2018, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on **Fiscal Year 2018 budget revision number #4 to the Coal Severance Fund**, a copy of which is entered as part of this record.

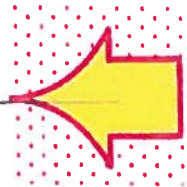
The adoption of the foregoing Resolution having been moved by

_____, and duly seconded by _____
the vote was as follows:

Peter Onoszko	_____
Jane Tabb	_____
Patricia Noland	_____
Caleb Hudson	_____
Josh Compton	_____

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

Josh Compton, President
Jefferson County Commission



**SIGN
HERE**

Jefferson County Commission
State Budget Revision Entry

Budget Revision #4 of Coal Severance Fund FY18

Description	GL acct	Increase	Decrease
Co Comm Transf to Funds	002.401.05.566.000.GG.000	20,000	
Co Comm Prof Services	002.401.02.223.000.GG.000		20,000
Internal-Correct GL for SBR 3			
Co Comm Prof Services	002.401.02.223.000.GG.000		14,400
Other Bldgs Cap Outlay	002.425.04.457.000.GG.000	14,400	
Emergency repair needed for HVAC at the Judicial Building. Approved via email 6/1/2018			
Totals		34,400	34,400

Michelle Gordon

From: ponoszko@aol.com
Sent: Friday, June 01, 2018 4:44 PM
To: Michelle Gordon; calebHUDSONforjeffersonwv@gmail.com; vinemont.farm@gmail.com; jjcompton05@gmail.com; commissionerpnoland@gmail.com; Stephanie Grove
Cc: Sandra McDonald; Bill Polk
Subject: Re: Emergency Purchase

Dear Colleagues:

I say do it.

Regards,

PETER ONOSZKO

-----Original Message-----

From: Michelle Gordon <mgordon@jeffersoncountywv.org>
To: Caleb Hudson <calebHUDSONforjeffersonwv@gmail.com>; Jane Tabb <vinemont.farm@gmail.com>; Josh Compton <jjcompton05@gmail.com>; Patsy Noland <commissionerpnoland@gmail.com>; Peter Onoszko (ponoszko@aol.com) <ponoszko@aol.com>; Stephanie Grove <sgrove@jeffersoncountywv.org>
Cc: Sandra McDonald <Sandy@jeffersoncountywv.org>; Bill Polk <bpolk@jeffersoncountywv.org>
Sent: Fri, Jun 1, 2018 2:00 pm
Subject: Emergency Purchase

All/

I mentioned the potential need for replacement of the AC unit in the Judicial building yesterday and recommended that we fund this with the Coal Severance Fund. Bill notified Stephanie and me yesterday afternoon that it will be an emergency repair; and, the quote he received from Boland to replace the compressor is a total of \$14,400. He has also indicated that a new roof top unit would not be in stock for 8-10 weeks. HVAC is considered an emergency as it creates health and safety issues for employees and visitors to that building, and creates the potential for mechanical failures to other equipment and technology in the affected building.

Policy requires that we obtain a majority approval of the Commission via email before authorizing the purchase since it's over \$10,000. Bill will follow up with the PO approval on the next regularly scheduled session. Please respond via email as soon as possible. Thank you!

Emergency Purchase Policy:

"Exceptions to Purchase Orders: If the purchase is a required emergency for continued employee productivity or our citizens' use of our services and buildings, the maintenance department manager (in conjunction with the County Administrator) has the authority to spend up to \$10,000, if time is of the essence. Examples of exceptions would be, but not limited to, heating and air conditioning of the buildings, elevators for the public, car repairs for the deputies, or weather emergencies. If the purchase is above \$10,000, the maintenance department manager would be required to email the Commissioners to seek approval. Either exception requires the maintenance department manager to submit the PO through the agenda at the next regularly scheduled meeting for approval/ratification."

Michelle Gordon

Finance Director, Jefferson County

Jefferson County Commission
124 East Washington Street
PO Box 250

Michelle Gordon

From: calebHUDSONforjeffersonwv <calebHUDSONforjeffersonwv@gmail.com>
Sent: Friday, June 01, 2018 3:35 PM
To: Michelle Gordon; Jane Tabb; Josh Compton; Patsy Noland; Peter Onoszko (ponoszko@aol.com); Stephanie Grove
Cc: Sandra McDonald; Bill Polk
Subject: Re: Emergency Purchase

That's fine

Sent from my Sprint Samsung Galaxy S8+.

----- Original message -----

From: Michelle Gordon <mgordon@jeffersoncountywv.org>
Date: 6/1/18 2:00 PM (GMT-05:00)
To: Caleb Hudson <calebHUDSONforjeffersonwv@gmail.com>, Jane Tabb <vinemont.farm@gmail.com>, Josh Compton <jjcompton05@gmail.com>, Patsy Noland <commissionerpnoland@gmail.com>, "Peter Onoszko (ponoszko@aol.com)" <ponoszko@aol.com>, Stephanie Grove <sgrove@jeffersoncountywv.org>
Cc: Sandra McDonald <Sandy@jeffersoncountywv.org>, Bill Polk <bpolk@jeffersoncountywv.org>
Subject: Emergency Purchase

All/

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Michelle Gordon

From: Jane Tabb <vinemont.farm@gmail.com>
Sent: Friday, June 01, 2018 2:10 PM
To: Michelle Gordon; 'Caleb Hudson'; 'Josh Compton'; 'Patsy Noland'; 'Peter Onoszko'; Stephanie Grove
Cc: Sandra McDonald; Bill Polk
Subject: RE: Emergency Purchase

I am OK with the purchase.

Jane M. Tabb
922 Old Featown Pike
Kearneysville, WV 25430
304.725.4325

From: Michelle Gordon [mailto:mgordon@jeffersoncountywv.org]
Sent: Friday, June 01, 2018 2:01 PM
To: Caleb Hudson; Jane Tabb; Josh Compton; Patsy Noland; Peter Onoszko (ponoszko@aol.com); Stephanie Grove
Cc: Sandra McDonald; Bill Polk
Subject: Emergency Purchase

All/
I mentioned the potential need for replacement of the AC unit in the Judicial building yesterday and recommended that we fund this with the Coal Severance Fund. Bill notified Stephanie and me yesterday afternoon that it will be an emergency repair; and, the quote he received from Boland to replace the compressor is a total of \$14,400. He has also indicated that a new roof top unit would not be in stock for 8-10 weeks. HVAC is considered an emergency as it creates health and safety issues for employees and visitors to that building, and creates the potential for mechanical failures to other equipment and technology in the affected building.

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Michelle Gordon
Finance Director, Jefferson County
Jefferson County Commission
124 East Washington Street
PO Box 250
Charles Town, WV 25414
O: 304.724.8425
F: 304.725.7916

Coal BR.

Michelle Gordon

From: Josh Compton <jjcompton05@gmail.com>
Sent: Friday, June 01, 2018 3:01 PM
To: vinemont.farm@gmail.com
Cc: Michelle Gordon; Caleb Hudson; Patsy Noland; Peter Onoszko; Stephanie Grove; Sandra McDonald; Bill Polk
Subject: Re: Emergency Purchase

Ok with me as well...-Josh

Sent from my iPhone

On Jun 1, 2018, at 2:09 PM, Jane Tabb <vinemont.farm@gmail.com> wrote:

I am OK with the purchase.

Jane M. Tabb
922 Old Feetown Pike
Kearneysville, WV 25430
304.725.4325

From: Michelle Gordon [<mailto:mgordon@jeffersoncountywv.org>]
Sent: Friday, June 01, 2018 2:01 PM
To: Caleb Hudson; Jane Tabb; Josh Compton; Patsy Noland; Peter Onoszko (ponoszko@aol.com); Stephanie Grove
Cc: Sandra McDonald; Bill Polk
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FY18 or 19
BR?

Michelle Gordon

From: Michelle Gordon
Sent: Thursday, May 31, 2018 10:02 AM
To: Bill Polk
Subject: RE: AC unit

I believe we can fund this with Coal Severance Funds. ☺

Michelle Gordon
Finance Director, Jefferson County
Jefferson County Commission
O: 304.724.8425

From: Bill Polk
Sent: Tuesday, May 29, 2018 2:13 PM
To: Michelle Gordon
Subject: AC unit

Might need about \$40,000 to replace a rooftop unit at Judicial ☺ just giving you a heads up

Bill Polk
Director of Maintenance
Jefferson County Commission
128 Industrial Blvd.
Kearneysville, WV 25430
304-728-3355

MC, Inc.

Menard Consulting, Inc.

Actuaries & Consultants

Actuarial Valuation of Other Postemployment Benefits

In accordance with GASB Statement No. 75

For the Fiscal Year Ending June 30, 2018

Jefferson County

Postretirement Health Plan

Alternative Measurement Method

June 5, 2018

Menard Consulting, Inc.
1690 W. Lake Street, Suite F
Addison, IL 60101

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Executive Summary

This report details the data, assumptions, and underlying methodology used in the GASB 75 actuarial valuation for Fiscal Year 2018.

The following exhibit illustrates the Net OPEB Liability and OPEB Expense.

<u>Total OPEB Liability</u>	
Active Employees	\$682,578
Inactive Employees Entitled to But Not Yet Receiving Benefits	0
Inactive Employees Currently Receiving Benefits	<u>1,050,894</u>
TOTAL	\$1,733,472
Plan Fiduciary Net Position	<u>\$0</u>
Net OPEB Liability	\$1,733,472
OPEB Expense	\$113,042

Refer to the "Glossary" section of this report for definitions of GASB 75 terms.

Statement of Actuarial Opinion

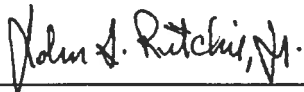
This report documents the results of an actuarial valuation for the Jefferson County of their Postretirement Health Plan. The primary purpose of the valuation is to determine the obligations and costs for Fiscal Year 2018 in accordance with Government Accounting Standard No. 75 ("GASB 75"). Determinations for purposes other than meeting the Employer's financial accounting requirements may be significantly different from the results herein.

In performing the valuation, I relied on information and data regarding plan provisions, plan participants, and benefit payments provided by County personnel. An audit of the information was not performed, but the information was reviewed for reasonableness as appropriate based on the purpose of this valuation. The accuracy of the results is dependent upon the accuracy and completeness of the underlying information. All of the information was relied upon in drawing conclusions.

The valuation results in this report involve actuarial calculations that require assumptions about future events. Jefferson County selected certain assumptions, while others were the result of GASB 75 guidance and/or judgment. I believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used.

To the best of my knowledge, all calculations are in accordance with the Alternative Measurement Method as detailed in GASB 75, requirements of applicable financial accounting standards, and the procedures followed, and presentation of results conform to generally accepted actuarial principles and practices. I meet the Qualification Standards of the American Academy of Actuaries to render this Actuarial Opinion. There is no relationship between Jefferson County and Menard Consulting, Inc. that impairs objectivity.

The information contained in this report was prepared for use by the County and its auditors. It is not intended or necessarily suitable for other purposes. It is intended to be used in its entirety to avoid misrepresentations.



John S. Ritchie, ASA, MAAA
Member, American Academy of Actuaries
Membership Number: 30294
John.Ritchie@MenardConsult.com

Notes to Financial Statements

Changes in the Net OPEB Liability

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances as of 6/30/2017 ⁽¹⁾	\$1,597,556	\$0	\$1,597,556
Changes for the year:			
Service Cost	\$21,098	\$0	\$21,098
Interest on Total OPEB Liability	50,975	0	50,975
Changes of benefit terms	0	0	0
Difference Between Expected & Actual Experience	(75,466)	0	(75,466)
Changes of Assumptions and Other Inputs	225,041	0	225,041
Contributions – Employer	0	0	0
Contributions - Active & Inactive Employees	0	0	0
Net Investment Income	0	0	0
Benefit Payments	(77,401)	0	(77,401)
Administrative Expenses	0	0	0
Other Changes	<u>(8,331)</u>	<u>0</u>	<u>(8,331)</u>
Net Changes	\$135,916	\$0	\$135,916
Balances as of 6/30/2018	\$1,733,472	\$0	\$1,733,472

(1) Fiscal Year 2015 results calculated two years later.

OPEB Expense

Service Cost	\$20,430
Interest on Service Cost	<u>668</u>
Total	\$21,098
Interest Cost	50,975
Difference Between Expected & Actual Experience	(21,890)
Changes of Assumptions and Other Inputs	<u>62,859</u>
Total	\$113,042

Notes to Financial Statements

(Continued)

Deferred Outflows/Inflows of Resources

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected & Actual Experience	\$0	\$53,576
Changes of Assumptions	159,766	5,915
Net Difference Between Projected & Actual Earnings on OPEB Plan Investments	<u>0</u>	<u>0</u>
Total	\$159,766	\$59,491

Significant Assumptions

Health Care Trend Rates	
Initial Health Care Cost Trend Rate	4.00%
Ultimate Health Care Cost Trend Rate	4.00%
Fiscal Year the Ultimate Rate is Reached	Not Applicable
Additional Information	
Valuation Date	July 1, 2017
Measurement Date	May 31, 2018
Actuarial Cost Method	Entry Age Normal (AMM)
Discount Rate	3.27%
Inflation Rate	3.00%
Salary Rate Increase	3.50%
Funded Ratio	0.00%
(Fiduciary Net Position as a percentage of Total OPEB Liability)	
Covered Payroll	Not Available
Net OPEB Liability as a Percentage of Covered Payroll	-----

Notes to Financial Statements

(Continued)

Discount Rate

The County does not have a dedicated Trust to pay retiree healthcare benefits. Per GASB 75, the discount rate should be a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale).

A rate of 3.27% is used, which is the S&P Municipal Bond 20 Year High-Grade Rate Index as of May 31, 2018.

Deferred Outflows/Inflows of Resources – Development

Difference Between Expected & Actual Experience

<u>Change in Starting Costs and Contributions</u>	
Total OPEB Liability, Actual Experience	\$1,733,472
Total OPEB Liability, Expected Experience	<u>1,808,938</u>
Difference	(\$75,466)
Average Expected Remaining Service Lives	3.45 years
<u>Amortization Schedule</u>	
Fiscal Years 2018 - 2020:	(\$21,890)
Fiscal Year 2021:	(\$9,797)

Changes of Assumptions

<u>Change in Discount Rate</u>	
Total OPEB Liability, New Assumption	\$1,733,472
Total OPEB Liability, Prior Assumption	<u>1,687,690</u>
Difference	\$45,782
Average Expected Remaining Service Lives	3.45 years
<u>Amortization Schedule</u>	
Fiscal Years 2018 - 2020:	\$13,280
Fiscal Year 2021:	\$5,943

<u>Change in Mortality Table</u>	
Total OPEB Liability, New Assumption	\$1,733,472
Total OPEB Liability, Prior Assumption	<u>1,554,213</u>
Difference	\$179,259
Average Expected Remaining Service Lives	3.45 years
<u>Amortization Schedule</u>	
Fiscal Years 2018 - 2020:	\$51,996
Fiscal Year 2021:	\$23,271

Deferred Outflows/Inflows of Resources – Development
 (Continued)

<u>Other Changes</u>	
Total OPEB Liability, New	\$1,733,472
Total OPEB Liability, Prior	<u>1,741,803</u>
Difference	(\$8,331)
Average Expected Remaining Service Lives	3.45 years
<u>Amortization Schedule</u>	
Fiscal Years 2018 - 2020:	(\$2,416)
Fiscal Year 2021:	(\$1,082)

Net Difference Between Projected & Actual Earnings on OPEB Plan Investments

Not applicable.

Future Deferred Outflows/Inflows of Resources

Fiscal Year Ending:	Outflows	Inflows
June 30, 2019	\$65,276	\$24,306
June 30, 2020	65,276	24,306
June 30, 2021	29,215	10,878

Sensitivity Testing of the Net OPEB liability

Discount Rate			
	<u>1% Increase</u>	<u>Valuation Rate</u>	<u>1% Decrease</u>
Net OPEB Liability	\$1,547,746 (10.71%)	\$1,733,472	\$1,957,306 12.91%

Health Care Trend			
	<u>1% Increase</u>	<u>Valuation Rate</u>	<u>1% Decrease</u>
Net OPEB Liability	\$1,982,498 14.37%	\$1,733,472	\$1,530,478 (11.71%)

Expected Cash Flows

<u>Fiscal Year</u>	<u>Estimated Benefit Payments</u>
2018	\$77,401
2019	89,905
2020	87,945
2021	92,577
2022	95,901
2023	100,658
2024	102,569
2025	92,232
2026	88,356
2027	89,459
2028	85,442

The projection of future cash flows is based on a closed group valuation. It does not take into account the impact of future new hires. It also includes the Implicit Rate Subsidy.

Participant Data

Counts and Statistics

Census Date	May 2018
Participants	
Active Employees	17
Inactive Employees Entitled to But Not Yet Receiving Benefits	0
Inactive Employees Currently Receiving Benefits	<u>24</u>
TOTAL	41
Average Ages	
Active Employees	53.2
Inactive Employees Entitled to But Not Yet Receiving Benefits	----
Inactive Employees Currently Receiving Benefits	75.3
Average Service	
Active Employees	25.5

Actuarial Methods

Valuation Date	July 1, 2017
Measurement Date	May 31, 2018
Participant Data	Employee and retiree data was supplied by the plan sponsor as of the census date. Data on persons receiving benefits was supplied by the plan sponsor.
Fiscal Year	July 1 – June 30
Actuarial Cost Method	Entry Age Normal (Alternative Measurement Method)
Changes Since Last Actuarial Valuation	<p>The Discount Rate and Actuarial Cost Method were changed per GASB 75 rules.</p> <p>Starting per capita costs were updated using most recent premiums.</p> <p>The Mortality Table was changed to the RP-2014 Combined Annuitant Mortality Table for males and females.</p>
Nature of Actuarial Calculations	<p>The results are estimates based on assumptions about future events. Assumptions may be made about participant data or other factors. All approximations and assumptions are noted. Reasonable efforts were made in this valuation to ensure that significant items in the context of the actuarial liabilities or costs are treated appropriately, and not excluded or included inappropriately.</p> <p>Actual future experience will differ from the assumptions used. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.</p> <p>The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations.</p>

Actuarial Methods and Assumptions

(Continued)

Actuarial Assumptions

Discount Rate	3.27%
Salary Rate Increase	3.50%
Expected Rate of Return on Assets	Not Applicable
Health Care Trend	4.0% for all years
Retiree Contribution Trend	Same as Health Care Trend
Mortality	RP-2014 Combined Annuitant Mortality Table for males and females. The Mortality Table reflects recent rates developed by the Society of Actuaries.
Disability Rates	None
Average Retirement Age	Age 62
Termination/Turnover Rates	Age-based Turnover Rates developed based on Probability of Remaining Employed until Assumed Retirement Age.
Election at Retirement	100% of active employees are assumed to elect PEIA coverage at retirement.
Marital Status	70% of active employees electing PEIA coverage are assumed to be married and to elect spousal coverage with males three years older than females. Actual spouse data was used for current retirees.

Summary of Eligibility & Coverage

Eligibility Provisions

The County withdrew from PEIA effective July 1, 1988. As a result, current employees need 10 years of service prior to July 2008 (date of hire prior to July 1, 1998) and must be on PEIA insurance for five years to receive subsidized coverage from the County. If employees have a hire date of prior to July 1, 1998 and do not have 5 years of PEIA insurance, then it is optional for the County to subsidized post-retirement health care. The County has elected to provide coverage to these individuals.

Medical Benefits

The County pays the employer portion of the premium charged by PEIA.

Comments

The Discount Rate and Actuarial Cost Method were changed to comply with the GASB 75 standard.

The mortality assumption was changed from the RP-2000 Combined Mortality Table for males and females to the RP-2014 Combined Annuitant Mortality Table for males and females.

Glossary

Total OPEB Liability

The Total OPEB liability the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. It is the liability of employers and non-employer contributing entities to employees for benefits provided through a defined benefit OPEB plan. This item was referred to as the Actuarial Accrued Liability in the GASB 45 Statement.

Active Employees – Individuals employed at the end of the reporting or measurement period.

Inactive Employees Entitled to But Not Yet Receiving Benefits – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan but are not yet receiving benefit payments.

Inactive Employees Currently Receiving Benefits – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan and are currently receiving benefits.

Fiduciary Net Position

OPEB plan assets held in a GASB-compliant Trust.

Net OPEB Liability

OPEB plan assets held in a GASB-compliant Trust. This item was referred to as the Unfunded Actuarial Accrued Liability in the GASB 45 Statement.

Deferred Outflows/Inflows of Resources

Changes in the Net OPEB Liability that have not been included in OPEB Expense are required to be reported as Deferred Outflows of Resources or Deferred Inflows of Resources related to OPEB.

Entry Age Actuarial Cost Method

A method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s).

Other Postemployment Benefits (OPEB)

Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

Service Cost

The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bill Polk

Department or Organization: **Maintenance Department**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **July 19, 2018**

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

Date Requested – 2nd Choice:

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

Downtown Campus Parking Lot Redesign – Discussion/Action

Please provide the County Commission with a description of your request or presentation, including any background information:
I would like to discuss plans for the redesign of the parking lot behind the downtown campus buildings and possibly receive direction on proceeding with the project.

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):
Move to approve for the Maintenance Director to proceed with the redesign of the downtown campus parking lot.

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

If not attached, explain:

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

Contact information: Bill Polk

Email address: bpolk@jeffersoncountywv.org

Phone Number: 304-728-3355

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

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: **15 minutes**

Date Requested – 1st Choice: **July 19, 2018**

Date Requested – 2nd Choice: **None**

Subject (*Wording to be placed on agenda*): **Award Construction Contract - Bardane Industrial Park Waste Water Treatment Plant - Lagoon Decommissioning & Sinkhole Remediation Project.**

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

In December, 2017, the County Commission hired Potesta Engineers and Environmental Consultants to engineer the work necessary to bring the lagoon and sinkhole into compliance with violations issued by the WVDEP. The work will require draining and filling in the existing lagoon (approximately 3' depth) to the same level as the upstream and downstream existing grades, constructing a drainage swale to provide for proper drainage through the site and away from the sinkhole, and remediation of the sinkhole.

Potesta Engineers completed the construction plans and bid documents and advertised the project for bids from contractors. Five bidders attended the pre-bid conference and bids were received from three bidders on July 6th. The lowest responsive bidder is Snyder Environmental Services at a cost of \$225,099.00. The work will be paid for from funding already allocated for this project. The work is expected to begin in late August, 2018.

We are asking that the contract be awarded to Snyder Environmental Services in the amount of \$225,099.00; and approval for the County Commission president to execute the contract documents (i.e., Notice of Award, Agreement, Notice to Proceed, etc.)

Bids received for the project are as follows:

Snyder Environmental Services	\$225,099.00
A-Zone Environmental Services	\$273,788.58
Laurita Inc.	\$297,634.00

Is this a funding request? **Funding is already allocated for this project.**

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 award the contract to Snyder Environmental Services in the amount of \$225,099.00 for the Bardane Industrial Park - Waste Water Treatment Plant Lagoon Decommissioning and Sinkhole Mitigation Project; and to approve the County Commission president executing the necessary contract documents.

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

If not attached, explain:

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

Contact information:

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

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

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: **July 19, 2018**

Date Requested – 2nd Choice: **None**

Subject (*Wording to be placed on agenda*): **Recognition of the West Virginia 2018 Floodplain Manager of the Year**

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

In order for property owners in Jefferson County to be eligible to purchase flood insurance, the county agrees to participate in the Federal Emergency Management Administration's (FEMA) national flood insurance program.

The program requires that Jefferson County adopt a floodplain management ordinance that establishes requirements for building construction within the FEMA mapped flood hazard areas so as to reduce the chance of flood damage and insurance payouts for damages. It includes protection measures such as:

- **Elevating the first floor to 3 feet above the 100 year flood elevation; and**
- **Elevating electrical wiring and HVAC units to 3 feet above the 100 year flood elevation; and**
- **Providing flood vents for crawl spaces and basements in order to equalize water pressure on the foundation walls to prevent collapse; and**
- **Keeping fill dirt out of the floodplain hazard area so as to not cause a rise in the 100 year flood elevation, etc.**

Managing the floodplain also involves making determinations of whether or not a structure is located within the flood hazard area, educating property owners on the requirements to protect themselves, and assisting property owners with ways to reduce the cost of their flood insurance. Ordinance Compliance Officer, Mason Carter, is the floodplain manager for Jefferson County; and he is a national Association of State Floodplain Managers (ASFPM) - Certified Floodplain Manager.

The West Virginia Floodplain Managers Association (WVFMA) held its annual conference and training on June 11th & 12th, 2018. Due to Mr. Carter's efforts to protect Jefferson County property owners from flood hazards and his outstanding administration of the floodplain ordinance, the State of West Virginia Division of Homeland Security and Emergency Management's state coordinator of the National Flood Insurance Program, Kevin Sneed, presented Mr. Carter with the Floodplain Manager of the Year award.

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

Motion Requested: **No**

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

N/A

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

If not attached, explain:

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

Contact information:

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

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

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: **July 19, 2018**

Date Requested – 2nd Choice: **None**

Subject (*Wording to be placed on agenda*): **Request Approval to amend Parks & Recreation's Impact Fees - FY 2019 Capital Improvement Plan**

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

**Parks & Recreation
FY 2019 CIP
Amendment No. 1**

Note: This July 11, 2019 CIP amendment supersedes the prior FY 2019 CIP.

This CIP amendment removes:

1. The \$100,000 request for James Hite Park – Utilities; and
2. The \$750,000 request for the Sam Michael's Park – Community Center Addition; and
3. The \$45,000 request for Maintenance Vehicle.

This amendment adds:

1. \$100,000 request in FY 2019, for Sam Michael's Park – Amphitheatre project.
As of July 1, 2018, the grand total revenue collected for this impact fee entity is \$1,623,848.06. Of the total revenue collected, the "Park Improvement & Recreation Facilities" capital category is allocated 69.1% of the total revenue, which equals \$1,122,079.01. Subtracting expenditures to date of \$983,238.00 for this capital category results in a remaining total amount available for this capital category of \$138,841.01, as of July 1, 2018. This amendment allocates \$100,000 of this amount toward this project in FY 2019.

The Office of Impact Fees recommends approval of the requested amendment.

Is this a funding request? **No, impact fees are used as funding.**
If so, how much?

Motion Requested: **Yes**

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

Move to approve the Parks & Recreation’s Impact Fees – FY 2019 Capital Improvement Plan, Amendment No. 1, as presented.

Attach supporting documents for request, or request may be denied. **(See attached CIP Form 1 – Amendment No. 1)**

If not attached, explain:

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

CIP FORM 1

Parks & Recreation
FY 2019 CIP
Amendment No. 1

Jefferson County Government

Agency/Department/Office Summary

3	Aquatic Facility Feasibility Study	\$45,000	0	0	0	0	0	0	0	\$45,000
2	James Hite Park (Parking)	\$100,000	0	0	0	\$100,000	0	0	0	0
2	James Hite Park (Dog Park)	\$65,000	0	0	0	0	0	0	\$65,000	0

Note: This July 11, 2019 CIP amendment supersedes the prior FY 2019 CIP.

This CIP amendment removes:

1. The \$100,000 request for James Hite Park – Utilities; and
2. The \$750,000 request for the Sam Michael's Park – Community Center Addition; and
3. The \$45,000 request for Maintenance Vehicle.

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As of July 1, 2018, the grand total revenue collected for this impact fee entity is \$1,623,848.06. Of the total revenue collected, the "Park Improvement & Recreation Facilities" capital category is allocated 69.1% of the total revenue, which equals \$1,122,079.01. Subtracting expenditures to date of \$983,238.00 for this capital category, results in a remaining total amount available for this capital category of \$138,841.01, as of July 1, 2018. This amendment allocates \$100,000 of this amount toward this project in FY 2019.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin
Department or Organization: Engineering, Planning & Zoning

Estimation of amount of time needed for appointment: 5 minutes
Date Requested – 1st Choice: July 19, 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*): Three Bond Release requests

1. Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – Summit Point Motorsports Park Staging Area (File #S17-10) complete bond release.
2. Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – SPARC Range Extension (File #S17-11) partial bond release.
3. Roderick Planes, LLC – Aspen Greens Subdivision, Phase IIA (File #14-01) partial bond release.

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

1. Complete release of Irrevocable Letter of Credit #339 with The Bank of Charles Town, Charles Town, WV, construction bond security for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – Summit Point Motorsports Park Staging Area (File #S17-10)
2. Partial release of Irrevocable Letter of Credit #340 with The Bank of Charles Town, Charles Town, WV, construction bond security for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – SPARC Range Extension (File #S17-11).
3. Partial release of Performance Bond #SNN4002856 with Nationwide Mutual Insurance Company, Columbus, OH, construction bond surety for Roderick Planes, LLC – Aspen Greens Subdivision, Phase IIA (File 14-01).

Is this a funding request? Y/NO
If so, how much? [\\$Click here to enter text.](#)

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

1. I authorize a complete release of Irrevocable Letter of Credit #339 with The Bank of Charles Town in the amount of \$5,000.00 for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – Summit Point Motorsports Park Staging Area (File #S17-10).
2. I authorize a partial release of Irrevocable Letter of Credit #340 with The Bank of Charles Town in the amount of 226,867.00 for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – SPARC Range Extension (File #S17-11).
3. I authorize a partial release of Performance Bond #SNN4002856 with Nationwide Mutual Insurance Company, Columbus, OH, in the amount of \$1,284,465.00 for Roderick Planes, LLC – Aspen Greens Subdivision, Phase IIA (File 14-01).

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

Construction Bond Release Letter

Bond Release Request Report

Site Map

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT
Josh Compton

July 19, 2018

VICE PRESIDENT
Caleb Wayne Hudson

COMMISSIONER
Patricia A. Noland

COMMISSIONER
Jane M. Tabb

COMMISSIONER
Peter W. Onoszko

Mr. Joshua Householder, Sr. Vice President
Bank of Charles Town
P. O. Box 906
Charles Town, West Virginia 25443

RE: Irrevocable Letter of Credit #339 dated September 25, 2017, Construction Bond Surety for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – Summit Point Motorsports Park Staging Area (File #S17-10).

Dear Mr. Householder:

The Jefferson County Commission authorizes a complete release of the remaining \$5,000.00 construction bond amount for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – Summit Point Motorsports Park Staging Area (File #S17-10). The project is located on the south side of Route 13-Summit Point Road. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount of the above referenced Irrevocable Letter of Credit, originally issued in amount of \$53,925.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Josh Compton, President
Jefferson County Commission

JC:rfb

cc: Mr. John Wells, Direct of Facility Maintenance
Summit Point Raceway Associates, Inc.
P. O. Box 190
Summit Point, WV 25446
Department of Engineering, Planning & Zoning
Office of Engineering

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Slusher McDonald

Email: engineering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 06 / 13 / 2018

J.C.P.C. File No. S87-10

Consultant/Engineer/Firm Name: GORDON

Mailing Address: 301 N. MILROD ST.

City: CHARLES TOWN State: WV Zip: 25984

Contact Person: RYAN PERKS Phone: 304-725-8956

Project/Subdivision Name: SPARC STAGNE ARSA SITE PLAN

Section/Phase: _____ Lots: _____

Review Comments:

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

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

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

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

Comments: ALL WORK IS COMPLETE, AND SITE IS STABILIZED

Approved for:
BOND RELEASE
 By [Signature] 06/13/18
County Engineer Date

Original Bond Amt. \$ 38,925 + 15% Cont. \$ 15,000 = Total Original Bond Amt. \$ 53,925

Total Current Bond Amount \$ 5,000.00

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

= Approved for Revised Bond Amount \$ 0.00

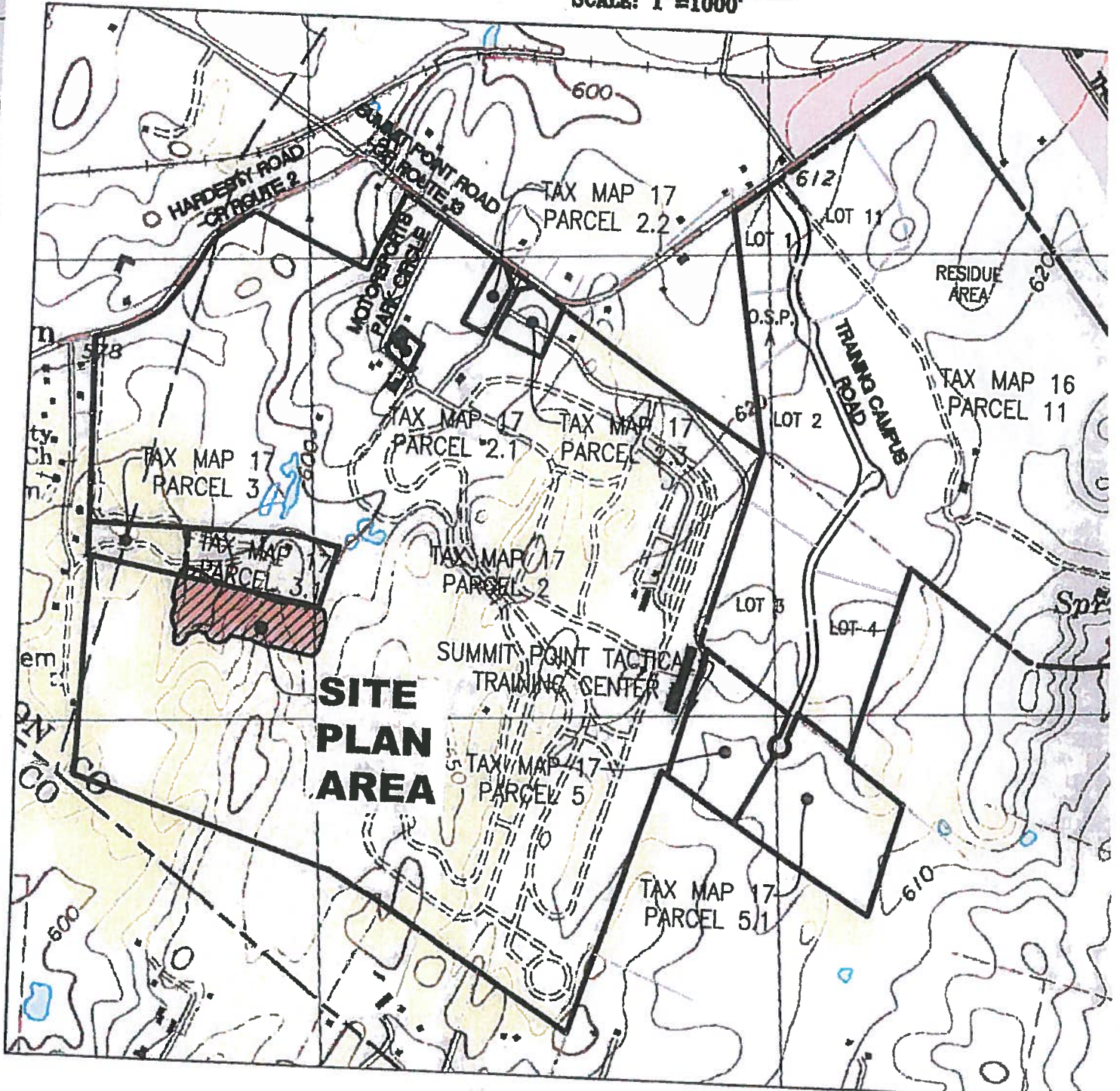
Reviewed By: JOSEPH V. KENT Title: L.O.I.

Signature: [Signature] Date: 06 / 13 / 2018

517-10

VICINITY MAP

SCALE: 1"=1000'





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

July 19, 2018

VICE PRESIDENT
Caleb Wayne Hudson

Mr. Joshua Householder, Sr. Vice President

COMMISSIONER
Patricia A. Noland

Bank of Charles Town

COMMISSIONER
Jane M. Tabb

P. O. Box 906

Charles Town, West Virginia 25443

COMMISSIONER
Peter W. Onoszko

RE: Irrevocable Letter of Credit #340 dated January 9, 2018, Construction Bond Surety for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – SPARC Range Extension (File #S17-11).

Dear Mr. Householder:

The Jefferson County Commission authorizes a partial release of \$226,867.00 from the construction bond amount for Summit Point Automotive Research Center, LLC & Summit Point Raceway Associates, Inc. – SPARC Range Extension (File #S17-11), for a new construction bond amount of \$10,000.00. This project is located on the south side of Route 13-Summit Point Road. Work remaining includes but is not limited to the following:

1. Final stabilization
2. Bond contingency amount

In summary, you are hereby authorized to reduce the amount of the above referenced Irrevocable Letter of Credit, originally issued in amount of \$501,706.00 to \$236,867.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Josh Compton, President
Jefferson County Commission

JC:rfb

cc: Mr. John Wells, Director of Facility Maintenance
Summit Point Raceway Associates, Inc.
P. O. Box 190
Summit Point, WV 25446
Department of Engineering, Planning & Zoning
Office of Engineering

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Slusher McDonald

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 07 / 10 / 2018 J.C.P.C. File No. S17 - 11
 Consultant/Engineer/Firm Name: GORDON
 Mailing Address: 148 S. QUEEN ST.
 City: MARTINSBURG State: WV Zip: 25401
 Contact Person: RYAN PERKI Phone: 304-725-8956
 Project/Subdivision Name: SPARC RANGE EXTENSION SITE PLAN
 Section/Phase: _____ Lots: _____

Review Comments:

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

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

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

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

Comments: ALL WORK IS COMPLETE, & IN COMPLIANCE WITH THE APPROVED SITE PLAN, WITH THE EXCEPTION OF SOME MINOR STABILIZATION. RECOMMEND HOLDING \$10,000 TO COVER UNTIL GRASS IS ESTABLISHED

Approved for:
BOND REDUCTION
 By: [Signature] 07/10/2018
County Engineer Date

Original Bond Amt. \$ 436,266 + 15% Cont. \$ 65,440 = Total Original Bond Amt. \$ 501,706

Total Current Bond Amount \$ 236,867.00

Cost of Work Remaining \$ _____ + Contingency Amount \$ 10,000.00

= Approved for Revised Bond Amount \$ 10,000.00

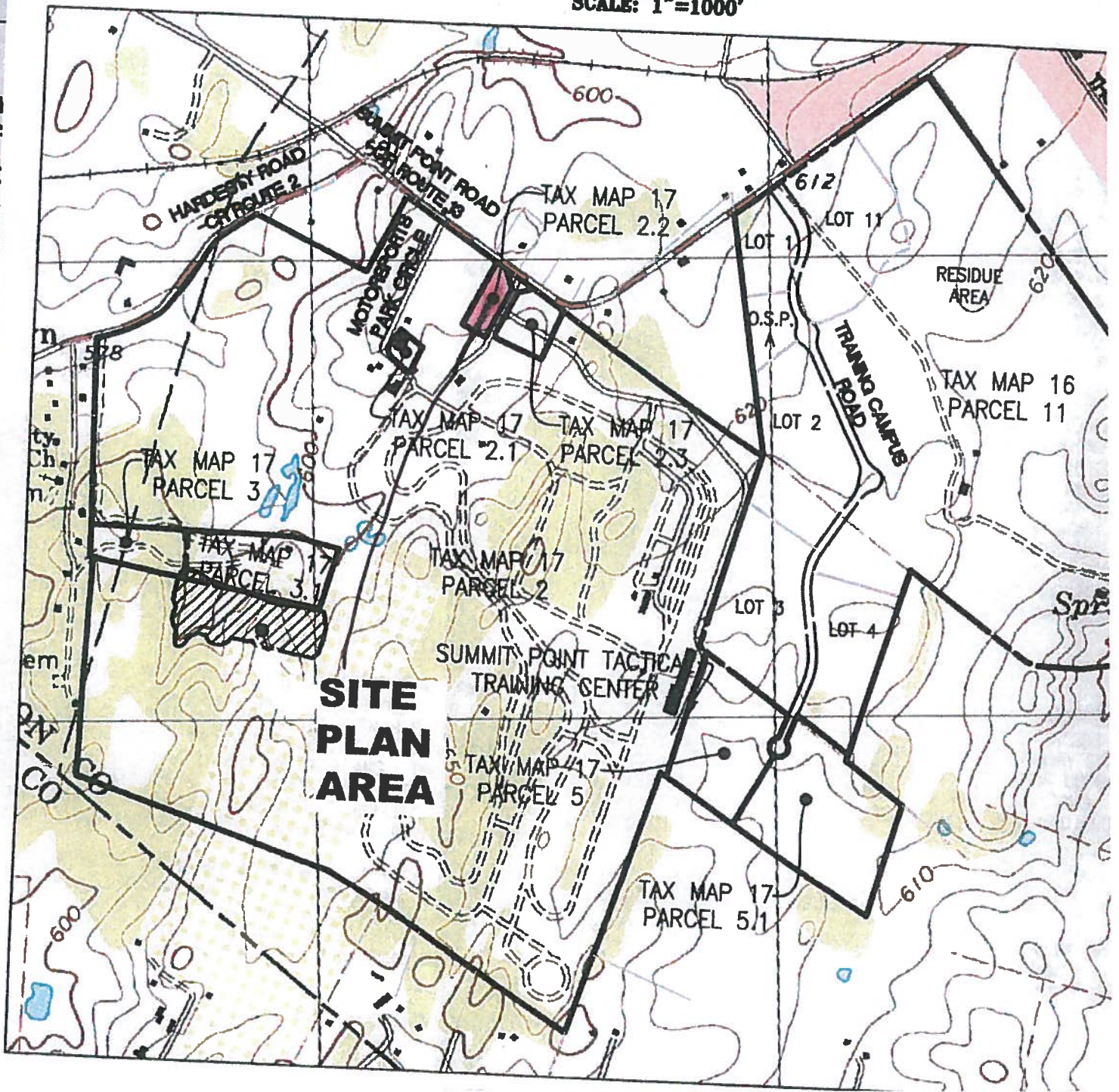
Reviewed By: JOSEPH W. KENT [Signature] Title: L.D.I.

Signature: [Signature] Date: 07 / 10 / 2018

S17-11

VICINITY MAP

SCALE: 1"=1000'





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

July 19, 2018

Jaime L. George-Perando
Nationwide Mutual Insurance Company
One West Nationwide Blvd
Columbus, OH 43215-2220

RE: Performance Bond No. SNN4002856 dated August 26, 2015, Construction Bond Surety for Roderick Planes, LLC – Aspen Greens Subdivision, Phase IIA (File #14-01).

Dear Ms. George:

The Jefferson County Commission authorizes a partial release of \$1,284,465.00 from the construction bond for Roderick Planes, LLC – Aspen Greens Subdivision, Phase IIA (File #14-01). This project is located at the intersection of Country Club Road-Route 24 and Flowing Springs Road-Route 17. The work remaining includes but is not limited to the following:

1. Paving & Grading
2. Stormwater Management
3. Landscaping
4. Final Stabilization

In summary, you are hereby authorized to reduce the amount of the above referenced Performance Bond No. SNN4002856 originally issued in the amount of \$2,382,008.00 to \$1,097,543.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Josh Compton, President
Jefferson County Commission

JC:rfb

cc: Maurice Gladhill, Managing Member
Roderick Planes, LLC
6107 River View Court
Frederick, MD 21704
Department of Engineering

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Slusher McDonald

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 06 / 27 / 2018 J.C.P.C. File No. 14 - 01

Consultant/Engineer/Firm Name: GATES ASSOCIATED

Mailing Address: 153 VENICE WAY

City: SHEPHERDSTOWN State: WV Zip: 25443

Contact Person: FRED GATES Phone: 304 + 876-6124

Project/Subdivision Name: ASPEN GREENS

Section/Phase: PHASE IIA Lots: _____

Review Comments:

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

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

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

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

Comments: WORK APPEARS TO BE COMPLETED
CONSISTENT WITH THE REQUEST.

Approved for:
BOND REDUCTION
By [Signature] 07/11/2018
County Engineer Date

Original Bond Amt. \$ 2,071,311 + 15% Cont. \$ 310,697 = Total Original Bond Amt. \$ 2,382,008

Total Current Bond Amount \$ 2,382,008.00

Cost of Work Remaining \$ 954,385.00 + Contingency Amount \$ 143,158.00

= Approved for Revised Bond Amount \$ 1,097,543.00

Reviewed By: JOSEPH W. KEST [Signature] Title: L.O.I.

Signature: [Signature] Date: 07 / 11 / 2018



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: **July 19, 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 Jefferson County Civil Action #17-P-110. Discussion/Action.
4. Update on opioid litigation. Discussion/Action.
5. Update on US Bankruptcy Court Civil Action #3:16-00074. Discussion/Action.
6. Discussion of Jefferson County Civil Action #2018-C-99
7. Discussion of EEOC Claim #533-2017-00706. 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:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: ~~June 23, 2018~~ *July 19, 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*):

Renew the Mutual Aid Agreement between the City of Martinsburg and Jefferson County – Discussion/Action

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

Is this a funding request? Y/N [Click here to enter text.](#)
If so, how much? \$ [Click here to enter text.](#)

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

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

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

CITY OF MARTINSBURG FIRE DEPARTMENT

PAUL E. BRAGG
FIRE CHIEF



200 NORTH RALEIGH STREET
MARTINSBURG, WEST VIRGINIA 25401

PHONE NUMBERS
FIRE & EMERGENCY
911

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

8 June 2018

Mr. Josh Compton, President
The Commission of Jefferson County
P.O. Box 250
Charles Town, West Virginia 25414

Dear Mr. Compton:

It is time to renew the Mutual Aid Agreement between the City of Martinsburg and Jefferson County. Enclosed is the Agreement adopted by the City Council on 8 June 2018 with an effective date of 1 July 2018.

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

Sincerely,

A handwritten signature in blue ink that reads "Paul E. Bragg".

Paul E. Bragg, Fire Chief
Martinsburg Fire Department

cc: Mark S. Baldwin, City Manager

MUTUAL AID AGREEMENT

FIRE, EMERGENCY MEDICAL SERVICES, SPECIALIZED RESCUES, AND DISASTERS

BETWEEN THE CITY OF MARTINSBURG

AND JEFFERSON COUNTY, WEST VIRGINIA

This AGREEMENT made and entered into this 1st day of July, 2018 by and between the CITY OF MARTINSBURG, WEST VIRGINIA AND JEFFERSON COUNTY, WEST VIRGINIA.

WITNESSETH:

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

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

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

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

1. DEFINITIONS: as used herein:

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

2. AUTHORITY TO REQUEST AID:

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

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

3. LIABILITY:

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

4. INSURANCE:

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

5. COMPENSATION:

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

6. TRAINING:

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

7. INCIDENT MANAGEMENT:

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

8. SAFETY:

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

9. OBLIGATION TO RESPOND:

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

10) TERMINATION:

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

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

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

ATTEST: *Merna Long*
CITY RECORDER

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

DATE: 6/8/18

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

ATTEST: _____
COUNTY ADMINISTRATOR

BY: _____
COUNTY COMMISSION
PRESIDENT, JOSH COMPTON
JEFFERSON COUNTY

DATE: _____

BY: _____
JEFFERSON COUNTY
EMERGENCY SERVICES
DIRECTOR

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

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

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 2 minutes

Date Requested – 1st Choice: July 19, 2018

Date Requested – 2nd Choice: _____

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

Subject: **Christie Seidel & Makenzie Woodward – Full-Time Public Safety Dispatcher II**

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

The purpose is to fill two of the three current vacancies of authorized positions. The ECC currently has vacancies in its authorized staff strength due to the resignation of a trainee and the newly approved two positions.

Both Ms. Christie Seidel and Ms. Makenzie Woodward have passed the initial phases of the hiring process and are recommended for hire as Public Safety Dispatchers.

- Ms. Seidel is currently working towards a criminal justice degree and is serving in a customer service role.
- Ms. Woodward has a background in EMS delivery and is currently working as an EMT outside of the County organization.

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

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

Motion to approve the full-time employment of Christie Seidel and Makenzie Woodward as Full-Time Public Safety Dispatchers with subsequent step increases after completion of training.

Attachments:



DAVID DIDDEN, M.D.
PHYSICIAN DIRECTOR

1948 WILTSHIRE ROAD, SUITE 1
KEARNEYSVILLE, WV, 25430
PHONE: 304-728-8416
FAX: 304-728-3319
WWW.JCHDWV.ORG

June 14, 2018

Mr. Josh Compton
President, Jefferson County Commission
124 East Washington Street
Charles Town, WV 25414

Received

JUN 19 2018

Jefferson County Commission

Dear Commissioner Compton:

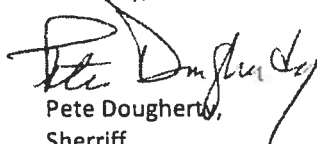
As you and your fellow commissioners are well aware, West Virginia is being overwhelmed by the drug abuse epidemic. Jefferson County is not exempt from experiencing the destabilizing, corruptive impact of chaotic drug use. As local leaders in education, law enforcement, and public health, we strongly recommend the Jefferson County Commission form a working group to advise you and other local stakeholders on how our community can respond to this crisis.


We are acutely aware there is a lack of resources available to adequately address this multifaceted crisis. However, it may come to pass that monies to implement community-based interventions come available in the near future. We strongly suggest you appoint a small cohort of subject matter experts and decision makers advisors to a working group that can apply an evidence-based, structured process to assessing programs that could potentially alleviate the short and long term burden of suffering caused by the drug epidemic. This group could look at the existing services and hopefully lay out a blueprint of what could be done to better coordinate current services and fill in missing gaps, especially if new funding becomes available.


This is, of course, a time sensitive issue. Lives and families are at stake, so if we plan accordingly we can be prepared to offer services shortly after funding comes available. If we wait until we hear that new revenue streams to address the crisis are open, we risk significant delays that could drastically alter the potential for recovery.

Thank you so much for your diligent attention to this urgent matter. We look forward to hearing back from you soon as to how we will proceed.

Sincerely,


Pete Dougherty,
Sherriff,
Jefferson County WV


Bondy Shay Gibson, EdD,
Superintendent,
Jefferson County Schools


David Didden, MD,
Physician Director,
Jefferson County Health Dept.



State of West Virginia
John B. McCuskey

Office of the State Auditor
Chief Inspector Division
1900 Kanawha Boulevard, East
State Capitol, Building 1, Suite W-100
Charleston, West Virginia 25305

State Auditor and
Chief Inspector

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-6414
www.wvsao.gov

June 18, 2018

RECEIVED



JUN 27 2018

County Commission
of Jefferson County, WV

Bonnie L. Seal, Clerk
Jefferson County Magistrate Court Clerk
P.O. Box 607
Charles Town, WV 25414

Dear Ms. Seal:

Enclosed is a copy of the Report on Applying Agreed-Upon Procedures of the Jefferson County Magistrate Court for the period ending December 31, 2017.

As the recipient, you are required to notify all members of the magistrate court of the receipt of this report and related correspondence and make the contents available for inspection by all such officers. You are also advised that this report, under the provisions of West Virginia Code § 6-9-9a, is considered public information and must be made available for public inspection.

It is the responsibility of all members of the court to review the report and take the necessary actions to remedy all instances of noncompliance and weaknesses in internal control as listed in the Schedule of Comments.

Your cooperation is most appreciated. If I can be of assistance, please do not hesitate to contact this office.

Very truly yours,

Fred Hess, CPA
Quality Control Manager
Chief Inspector Division

FH/et
Enclosure

cc: Hon. Chief Judge
23rd Judicial Circuit

Hon. Peter Onoszko, President
Jefferson County Commission

Hon. Gary Johnson
Supreme Court Administrator



THE SECRETARY OF THE INTERIOR
WASHINGTON

June 26, 2018

RECEIVED

JUL 02 2018

County Commission
of Jefferson County, WV

Jefferson, County Of
Jefferson County Commission
100 E Washington St
Charles Town, WV 25414-1072

Dear County Official:

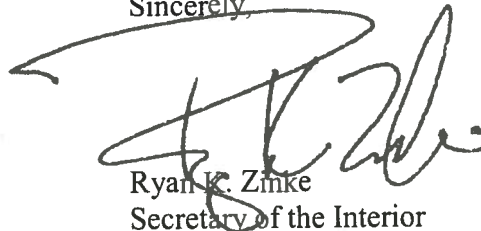
I am pleased to notify you that on June 26, 2018, the Department of the Interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by Agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools, and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray costs associated with maintaining important community services.

The Payments in Lieu of Taxes Act, 31 U.S.C. 6901-6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior year Federal payments under certain revenue sharing programs, as reported annually by states, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

On March 23, 2018, the President signed the Consolidated Appropriations Act, 2018 (P.L. 115-141) which appropriated full funding for PILT. Approximately 1,900 local jurisdictions received a total of \$552.8 million in PILT payments this year.

For 2018, your County is receiving a PILT payment of \$6,992. If you provided current bank routing and account numbers to our Interior Business Center office or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 26, 2018. If you did not receive a payment or require further information, please refer to www.doi.gov/pilt. The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at (202) 513-7783.

Sincerely,



Ryan K. Zinke
Secretary of the Interior



June 21, 2018

Stephanie Grove
Jefferson County Administrator
124 East Washington Street
PO Box 250
Charlestown, WV 25414

RECEIVED

JUN 26 2018

County Commission
of Jefferson County, WV

Re: Package Equipment Changes

Dear Mr. Grove,

We recently shared with you a number of new, simpler pricing and package options that have been made available to residents in your community. Customer satisfaction is a priority for us at Comcast and we continue to create ways to deliver more value, flexibility, transparency, and choice for the communities we serve. To that end, starting June 27, 2018, a TV Box and Remote will no longer be included in our packages and we will reduce the price of applicable packages accordingly.

Today, most Comcast video packages include the rental of a TV Box and Remote for use on the primary TV in the home. In some instances, we have found that certain customers have chosen to use their own video devices, like a TiVo, instead of using Comcast equipment, and as a result we have applied an equipment credit to their accounts for the charge of the Comcast device that is included in the price of their package.

The TV Box and Remote for the primary TV will now be billed separately at \$2.68, the current combined price for the rental of a Comcast TV Box and Remote. Customers may still choose to rent a TV Box from us, or they can opt for a retail device alternative, including via the Xfinity Stream app for Roku devices and select Samsung Smart TVs (with additional options to come); the Xfinity Stream app and portal for computers and mobile devices; or a CableCARD device like TiVo. Customers do not need to take any action unless they choose to change the way they are watching their cable service.

Customers will receive notice of this change with their June bill. If you have any questions, please feel free to reach out to me at (301) 836-9436.

Sincerely,

Kevin Broadhurst
Vice President, Government & Regulatory Affairs



Impact Fee Status Report

June 2018

Office of Impact Fees

Summary

Date Range: Friday 1 through Saturday 30 June 2018

Report Date: 2 July 2018

Process Number Range: 1800153-1800174

Total Applications: 22

Total Non-Exempt: 21

Of which:

Commercial: 0

Residential: 21

Of which:

County: 15

Municipal: 6

Total Exempt: 1

Of which:

Commercial: 0

Residential: 1

Of which:

County: 1

Municipal: 0

Tables 1 through 7 summarize impact fee processing for June 2018. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 30 June 2018	0	0	21	21
Fees collected		\$0.00	\$136,247.00	\$136,247.00
<i>Of which</i>				
School Impact Fee			\$123,591.00	\$123,591.00
Law Enforcement Fee		\$0.00	\$2,520.00	\$2,520.00
Parks & Recreation Fee			\$9,134.00	\$9,134.00
EMS Fee		\$0.00	\$1,002.00	\$1,002.00

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

Description	Amount
Opening Statement Balance (1 June 2018)	\$206,074.87
June Deposits (1 – 30 June 2018)	\$136,247.00
School May Transactions (withdraws via transfer on 11 June 2018)	(\$186,954.38)
Law May Transactions (withdraws via transfer on 11 June 2018)	(\$3,363.90)
Parks & Rec May Transactions (withdraws via transfer on 11 June 2018)	(\$14,204.64)
EMS May Transactions (withdraws via transfer on 11 June 2018)	(\$1,551.95)
Interest Earned (30 June 2018)	\$48.43
Ending Statement Balance (30 June 2018)	\$136,295.43
<i>Outstanding Credits (deposits through 1 July 2018)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 June 2018)	\$1,908,309.19
May Transactions (deposits via transfer on 11 June 2018)	\$186,954.38
Interest Earned (30 June 2018)	\$835.46
Ending Balance (30 June 2018)	\$2,096,099.03

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

Description	Amount
Opening Balance (1 June 2018)	\$120,494.09
May Transactions (deposits via transfer on 11 June 2018)	\$3,363.90
Interest Earned (30 June 2018)	\$50.43
Ending Balance (30 June 2018)	\$123,908.42

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

Description	Amount
Opening Balance (1 June 2018)	\$217,495.64
May Transactions (deposits via transfer on 11 June 2018)	\$14,204.64
Interest Earned (30 June 2018)	\$93.27
Ending Balance (30 June 2018)	\$231,793.55

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

Description	Amount
Opening Balance (1 June 2018)	\$10,532.26
May Transactions (deposits via transfer on 11 June 2018)	\$1,551.95
Interest Earned (30 June 2018)	\$4.76
Ending Balance (30 June 2018)	\$12,088.97

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

Description	Amount
Office of Impact Fees General Account	\$136,295.43
School Impact Fee Account	\$2,096,099.03
Law Enforcement Fee Account	\$123,908.42
Parks & Recreation Impact Fee Account	\$231,793.55
EMS Impact Fee Account	\$12,088.97
Total Impact Fees	\$2,600,185.40

/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 June 2018 Fee Transfers /1

Account	30 June 2018 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$2,096,099.03	\$123,634.59	\$2,219,733.62
Law Enforcement Fee Account	\$123,908.42	\$2,520.97	\$126,429.39
Parks & Recreation Impact Fee Account	\$231,793.55	\$9,137.39	\$240,930.94
EMS Impact Fee Account	\$12,088.97	\$1,002.48	\$13,091.45
Total Impact Fees	\$2,463,889.97	\$136,295.43	\$2,600,185.40

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

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Exempt Applications											
1800169	06/26/2018	Gallighugh	Michele	04 Harpers Ferry	1192	291	13D	153	\$0.00	06/26/2018	Form 200
Category Count: 0											
Category Total \$0.00											
Non-Exempt Applications											
1800153	06/01/2018	David Lutman	JC 2017	09 Shepherdstown	1204	606	5	8.14	\$6,423.00	06/01/2018	N/A
1800154	06/01/2018	David Lutman	JC 2017	09 Shepherdstown	1204	606	5	8.14	\$6,423.00	06/01/2018	N/A
1800155	06/13/2018	Brasher	Charles and Sally	09 Shepherdstown	1187	260	13	1.5	\$6,423.00	06/13/2018	N/A
1800156	06/13/2018	Abelow	Eugene and	02 Charles Town	1207	649	206-	23A	\$6,423.00	06/13/2018	N/A
1800157	06/14/2018	Bayer	Gene	10 Shepherdstown	.	.	3B	11	\$6,848.00	06/14/2018	N/A
1800158	06/14/2018	Shaffer	John and Barbara	10 Shepherdstown	.	.	3B	12	\$6,848.00	06/14/2018	N/A
1800159	06/15/2018	Ponystar		10 Shepherdstown	1207	603	3B	17	\$6,848.00	06/15/2018	N/A
1800160	06/15/2018	Ponystar		10 Shepherdstown	1207	603	3B	18	\$6,848.00	06/15/2018	N/A
1800161	06/15/2018	Briers	Michael	06 Kabletown	1202	418	23B	13	\$6,423.00	06/15/2018	N/A
1800162	06/15/2018	Lowe	Phillip	09 Shepherdstown	1037	144	18	6.1	\$6,423.00	06/15/2018	N/A
1800163	06/19/2018	Bhagroo	Nicholas	02 Charles Town	1207	568	20B	3	\$6,423.00	06/19/2018	N/A
1800164	06/22/2018	Barker	Eddie	06 Kabletown	1119	359	8	3.48	\$6,423.00	06/22/2018	N/A
1800165	06/22/2018	K Hovnanian		08 Ranson Corp	1133	476	8D	22E	\$6,255.00	06/22/2018	N/A
1800166	06/22/2018	David Lutman	JC 2017	02 Charles Town	187	367	21	16	\$6,423.00	06/22/2018	N/A
1800167	06/22/2018	David Lutman	JC 2017	02 Charles Town	1187	367	21	16	\$6,423.00	06/22/2018	N/A
1800168	06/25/2018	Dan Ryan		02 Charles Town	.	.	2	9	\$6,423.00	06/25/2018	N/A
1800170	06/26/2018	Propst	Paul	02 Charles Town	1207	442	3A	132	\$6,423.00	06/26/2018	N/A
1800171	06/27/2018	K Hovnanian		08 Ranson Corp	1133	476	8D	5E	\$6,255.00	06/27/2018	N/A
1800172	06/27/2018	Quigley	Douglas	02 Charles Town	1201	470	23B	32-34	\$6,423.00	06/27/2018	N/A
1800173	06/27/2018	Quigley	Douglas	06 Kabletown	1201	380	6F	65-67	\$6,423.00	06/27/2018	N/A
1800174	06/27/2018	Miller	Adam	09 Shepherdstown	1005	147	7D	2	\$6,423.00	06/27/2018	N/A
TOTAL APPLICATIONS: 21									Grand Total	\$136,247.00	