

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THIRD QUARTERLY SESSION - JULY - SEPTEMBER 2018**  
**THURSDAY, AUGUST 16, 2018**  
**9:30 A.M.**

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

- August 2, 2018

**APPROVAL OF PURCHASE ORDERS**

- August 16, 2018

**APPROVAL OF ACCOUNTS PAYABLE**

- August 9, 2018
- August 16, 2018

**APPROVAL OF MANUAL CHECKS**

- August 10, 2018
- August 17, 2018

**APPROVAL OF PAYROLL**

- August 9, 2018

**ANNOUNCEMENTS**

- Report if there are changes in the agenda if applicable

**PUBLIC COMMENT**

**PRESENTATIONS**

1. 9:45 a.m. Angie Banks, Assessor

- Exonerations - Discussion/Action
  - Split Tickets - Discussion/Action
2. 10:00 a.m.      **President Trent Ogilvie - President, ROCKWOOL North America**
    - Brief comments and provide details about the company's Ranson facility - Discussion/Action
  - 3      10:45 a.m.      **BREAK**
  4.      11:00 a.m.      **Jacki Shadle, County Clerk**
    - Employment Approval for Payroll Clerk - Discussion/Action
  5.      11:15 a.m.      **Nikki Painter, County Clerk/Elections**
    - Grant Application Approval - Discussion/Action
  6.      11:30 a.m.      **Bill Polk, Maintenance Department**
    - Presentation of Maintenance Department Quarterly Report - Discussion/Action
    - Approval of Revised Job Descriptions and Supervisory Roles - Discussion/Action
  7.      11:45 a.m.      **Nathan Cochran, Assistant Prosecuting Attorney**
    - Discussion of PSD Dissolution, Appeal/Intervention of the PSC decision, acquisition of PSD assets, and related issues - Discussion/Action
    - Discussion of Jefferson County Civil Action #17-C-282 - Discussion/Action
    - Discussion of Jefferson County Civil Action #2018-C-99 - Discussion/Action
    - Discussion of US District Court Civil Action #2:18-CV-1077 - Discussion/Action
    - Collection of delinquent Ambulance fees - Consultation with counsel - Discussion/Action
  8.      12:15 p.m.      **Break for Lunch**

**NEW BUSINESS**

9.      **Approve Rames Coly; Victor Jones; Shawn Cross and Jessica Rolin as Jefferson County Deputy Sheriff Reserves - Discussion/Action**
10.      **Acknowledgment of the Computation of the 2018 Sheriff's Commission report - Discussion/Action**
11.      **JAG Grant Application for the Sheriff's Office - Discussion/Action**

12. Request the WV Public Service Commission hold the Public Hearing on the Mountain Gas line be held in Jefferson County - Discussion/Action

#### COUNTY ADMINISTRATOR REPORTS

#### COUNTY COMMISSION REPORTS

~~~~~ EVENING SESSION ~~~~~

13. 7:00 p.m. Public Hearing  
- Petition regarding the establishment of a Keys Ferry Acres Subdivision Maintenance Association
14. 7:30 p.m. Public Hearing  
- Obtain comments from citizens concerning the purpose and funding of the application as well as 504 housing issues. All citizens and community organizations are invited to attend and participate
15. ADJOURN

#### DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS

Jefferson County Historic Landmarks Commission Quarterly Report.

#### CORRESPONDENCE/INFORMATION

Correspondence received from Jennifer Bean regarding Rockwool.

Notice of upcoming appointments on August 30, 2018:

Jefferson County Parks and Recreation Commission  
Jefferson County E911 Advisory Board  
Property Safety Enforcement Agency Board  
Jefferson County Board of Zoning Appeals  
Jefferson County Historic Landmarks Commission

Impact Fee Status Report received for July, 2018.

*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, August 2, 2018**

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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, Patsy Noland, Peter Onosko, and Jane Tabb. Also present were Jacqueline Shadle, County Clerk; Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; and Jim Eddy, Bailiff. (An audio tape of the Thursday, August 2, 2018 meeting is available through the Jefferson County Commission Office.)

#### **PLEDGE OF ALLEGIANCE**

Commissioner Hudson led the Pledge of Allegiance.

#### **APPROVAL OF PURCHASE ORDERS**

**Motion by Ms. Tabb to approve the Purchase Orders for August 2, 2018 to include purchase order nos. 48584 and 52671 in the amount of \$27,514.32. Motion seconded and unanimously approved.**

#### **APPROVAL OF MINUTES**

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

#### **APPROVAL OF PAYROLL**

**Motion by Mr. Onoszko to approve the July 26, 2018 payroll in the amount of \$256,862.08 as presented. Motion seconded and unanimously approved.**

**APPROVAL OF ACCOUNTS PAYABLE**

| CHCKNO | DEPT    | VENDOR                       | PONUM | POAMT       | NOAMT        | CHECK AMOUNT |
|--------|---------|------------------------------|-------|-------------|--------------|--------------|
| 080390 | 717     | AUTOZONE                     |       | \$ -        | \$ 27.37     | \$ 27.37     |
| 080391 | 406     | BERKELEY PRINTING&DESIGN     |       | \$ -        | \$ 245.00    | \$ 245.00    |
| 080392 | ALLOC   | BLUE RIDGE FIRE CO.          |       | \$ -        | \$ 20,000.00 | \$ 20,000.00 |
| 080393 | 424     | BOLAND TRANE SERVICES IN     |       | \$ -        | \$ 270.00    | \$ 270.00    |
| 080393 | 425     | BOLAND TRANE SERVICES IN     |       | \$ -        | \$ 166.00    | \$ 166.00    |
| 080393 | 425     | BOLAND TRANE SERVICES IN     |       | \$ -        | \$ 125.00    | \$ 125.00    |
| 080393 | 425     | BOLAND TRANE SERVICES IN     |       | \$ -        | \$ 136.00    | \$ 136.00    |
| 080393 | 425     | BOLAND TRANE SERVICES IN     |       | \$ -        | \$ 1,034.00  | \$ 1,034.00  |
| 080393 | 425     | BOLAND TRANE SERVICES IN     |       | \$ -        | \$ 1,300.06  | \$ 1,300.06  |
| 080394 | P/R DED | EDITH COOPER                 |       | \$ -        | \$ 640.72    | \$ 640.72    |
| 080395 | 405     | CIOX HEALTH                  |       | \$ -        | \$ 6.50      | \$ 6.50      |
| 080396 | 700     | WILLIAM CLARKE               |       | \$ -        | \$ 140.00    | \$ 140.00    |
| 080397 | 413     | ESS ELECTION SYSTEMS & SOFTW | 52494 | \$ 113.16   | \$ -         | \$ 113.16    |
| 080397 | 413     | ESS ELECTION SYSTEMS & SOFTW | 52494 | \$ 1,333.66 | \$ -         | \$ 1,333.66  |
| 080397 | 413     | ESS ELECTION SYSTEMS & SOFTW | 52494 | \$ 6,946.95 | \$ -         | \$ 6,946.95  |
| 080397 | 413     | ESS ELECTION SYSTEMS & SOFTW | 52494 | \$ 2,933.50 | \$ -         | \$ 2,933.50  |
| 080397 | 413     | ESS ELECTION SYSTEMS & SOFTW | 52494 | \$ 1,150.72 | \$ -         | \$ 1,150.72  |
| 080398 | 424     | J.C.EHRLICH                  |       | \$ -        | \$ 33.00     | \$ 33.00     |
| 080398 | 425     | J.C.EHRLICH                  |       | \$ -        | \$ 647.00    | \$ 647.00    |
| 080399 | 700     | FEDEX                        |       | \$ -        | \$ 89.74     | \$ 89.74     |
| 080400 | 717     | FISHER AUTO PARTS            |       | \$ -        | \$ 1,606.46  | \$ 1,606.46  |
| 080401 | 415     | GENERAL COUNTY FUND-J FE     |       | \$ -        | \$ 1,577.60  | \$ 1,577.60  |
| 080402 | 406     | GLOBAL SCIENCE & TECH        |       | \$ -        | \$ 895.00    | \$ 895.00    |
| 080402 | 406     | GLOBAL SCIENCE & TECH        |       | \$ -        | \$ 730.00    | \$ 730.00    |
| 080403 | 440     | GEOCONCEPTS ENGINEERING      |       | \$ -        | \$ 131.25    | \$ 131.25    |
| 080404 | 405     | TRACY P.HERRON-RICE          |       | \$ -        | \$ 288.75    | \$ 288.75    |
| 080405 | P/R DED | TAMMY MOBLEY                 |       | \$ -        | \$ 2,731.47  | \$ 2,731.47  |
| 080406 | 715     | JEFFERSON CENTER             |       | \$ -        | \$ 415.00    | \$ 415.00    |
| 080407 | P/R DED | JASON MICKEY                 |       | \$ -        | \$ 487.65    | \$ 487.65    |
| 080408 | 405     | KATHERINE MOORE              |       | \$ -        | \$ 352.07    | \$ 352.07    |
| 080409 | 429     | EASTERN PANHANDLE REGION     |       | \$ -        | \$ 19,794.26 | \$ 19,794.26 |
| 080410 | 402     | RECORD MANAGEMENT SOLUTN     |       | \$ -        | \$ 35.00     | \$ 35.00     |
| 080411 | P/R DED | RETIREE HLTH BENEFIT TRS     |       | \$ -        | \$ 6,126.00  | \$ 6,126.00  |
| 080412 | P/R DED | EVELYN STEPHENSON            |       | \$ -        | \$ 69.12     | \$ 69.12     |
| 080413 | 716     | SDS SPECIALTY DISPOSAL       |       | \$ -        | \$ 196.50    | \$ 196.50    |
| 080414 | 425     | TML- A XEROX CO.             |       | \$ -        | \$ 543.69    | \$ 543.69    |
| 080415 | 700     | LARRY THOMPSON               |       | \$ -        | \$ 29.98     | \$ 29.98     |

|        |     |                          |  |      |              |              |
|--------|-----|--------------------------|--|------|--------------|--------------|
| 080419 | 401 | HOLIDAY INN              |  | \$ - | \$ 542.45    | \$ 542.45    |
| 080419 | 401 | NEOPOST                  |  | \$ - | \$ 230.00    | \$ 230.00    |
| 080419 | 401 | PANERA BREAD             |  | \$ - | \$ 135.11    | \$ 135.11    |
| 080419 | 401 | PANERA BREAD             |  | \$ - | \$ 482.74    | \$ 482.74    |
| 080419 | 401 | SPRINT                   |  | \$ - | \$ 55.88     | \$ 55.88     |
| 080419 | 401 | USPS US POSTAL SERVICE   |  | \$ - | \$ 214.00    | \$ 214.00    |
| 080419 | 401 | WAL-MART                 |  | \$ - | \$ 5.58      | \$ 5.58      |
| 080419 | 401 | WV STATE AUDITOR         |  | \$ - | \$ 100.00    | \$ 100.00    |
| 080419 | 402 | AJ ALLEGHENY SYSTEMS     |  | \$ - | \$ 500.00    | \$ 500.00    |
| 080419 | 402 | AMAZON                   |  | \$ - | \$ 60.72     | \$ 60.72     |
| 080419 | 402 | SHOPLET                  |  | \$ - | \$ 346.23    | \$ 346.23    |
| 080419 | 402 | SPECIALTY BUSINESS SUPPL |  | \$ - | \$ 43.00     | \$ 43.00     |
| 080419 | 402 | SPIRIT OF JEFFERSON      |  | \$ - | \$ 342.08    | \$ 342.08    |
| 080419 | 402 | THE RESORT AT GLADESPRIN |  | \$ - | \$ 980.10    | \$ 980.10    |
| 080419 | 402 | USPS US POSTAL SERVICE   |  | \$ - | \$ 60.00     | \$ 60.00     |
| 080419 | 403 | KEURIG                   |  | \$ - | \$ 146.41    | \$ 146.41    |
| 080419 | 403 | TWIN FALL RESORT STATE P |  | \$ - | \$ 209.74    | \$ 209.74    |
| 080419 | 404 | SPIRIT OF JEFFERSON      |  | \$ - | \$ 4,070.22  | \$ 4,070.22  |
| 080419 | 405 | EMBASSY SUITES           |  | \$ - | \$ 368.00    | \$ 368.00    |
| 080419 | 405 | NETWORK SOLUTIONS        |  | \$ - | \$ 47.94     | \$ 47.94     |
| 080419 | 405 | SOUTH WEST               |  | \$ - | \$ 617.96    | \$ 617.96    |
| 080419 | 405 | SPRINT                   |  | \$ - | \$ 111.76    | \$ 111.76    |
| 080419 | 405 | STONEWALL RESORT         |  | \$ - | \$ 624.00    | \$ 624.00    |
| 080419 | 405 | THE JOURNAL PUBLISH      |  | \$ - | \$ 121.45    | \$ 121.45    |
| 080419 | 406 | THE OBSERVER             |  | \$ - | \$ 375.00    | \$ 375.00    |
| 080419 | 406 | TWIN FALL RESORT STATE P |  | \$ - | \$ 372.00    | \$ 372.00    |
| 080419 | 406 | WV NET                   |  | \$ - | \$ 4.00      | \$ 4.00      |
| 080419 | 412 | COMCAST                  |  | \$ - | \$ 105.75    | \$ 105.75    |
| 080419 | 412 | STAPLES                  |  | \$ - | \$ 180.26    | \$ 180.26    |
| 080419 | 412 | WVU EXTENSION SERIVCE    |  | \$ - | \$ 1,021.68  | \$ 1,021.68  |
| 080419 | 413 | CASTO HARRIS             |  | \$ - | \$ 20,634.00 | \$ 20,634.00 |
| 080419 | 413 | ELECTION SOURCE          |  | \$ - | \$ 917.20    | \$ 917.20    |
| 080419 | 413 | INTAB LLC                |  | \$ - | \$ 118.06    | \$ 118.06    |
| 080419 | 413 | THE HOME DEPOT           |  | \$ - | \$ 1,371.97  | \$ 1,371.97  |
| 080419 | 415 | FRONTIER                 |  | \$ - | \$ 85.86     | \$ 85.86     |
| 080419 | 415 | SPRINT                   |  | \$ - | \$ 111.63    | \$ 111.63    |
| 080419 | 424 | CHARLES TOWN UTILITIES   |  | \$ - | \$ 81.53     | \$ 81.53     |
| 080419 | 424 | FRONTIER                 |  | \$ - | \$ 9,979.50  | \$ 9,979.50  |
| 080419 | 424 | POTOMAC EDISON           |  | \$ - | \$ 1,633.13  | \$ 1,633.13  |
| 080419 | 424 | SPRINT                   |  | \$ - | \$ 55.88     | \$ 55.88     |
| 080419 | 425 | AMAZON                   |  | \$ - | \$ 337.07    | \$ 337.07    |

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|--------|-----|--------------------------|--|------|--------------|--------------|
| 080419 | 425 | AMAZON                   |  | \$ - | \$ 190.51    | \$ 190.51    |
| 080419 | 425 | CHARLES TOWN UTILITIES   |  | \$ - | \$ 1,120.82  | \$ 1,120.82  |
| 080419 | 425 | COMCAST                  |  | \$ - | \$ 1,090.19  | \$ 1,090.19  |
| 080419 | 425 | CRYSTAL SPRINGS          |  | \$ - | \$ 1,783.62  | \$ 1,783.62  |
| 080419 | 425 | GRAINGER                 |  | \$ - | \$ 913.65    | \$ 913.65    |
| 080419 | 425 | JEFFERSON COUNTY P.S.D   |  | \$ - | \$ 381.72    | \$ 381.72    |
| 080419 | 425 | JEFFERSON UTILITIES, INC |  | \$ - | \$ 860.77    | \$ 860.77    |
| 080419 | 425 | MILLERS OFFICE PRODUCTS  |  | \$ - | \$ 1,960.96  | \$ 1,960.96  |
| 080419 | 425 | POTOMAC EDISON           |  | \$ - | \$ 24,770.89 | \$ 24,770.89 |
| 080419 | 425 | RCS/ALARM FUNDING ASSOC  |  | \$ - | \$ 121.00    | \$ 121.00    |
| 080419 | 425 | RCS/ALARM FUNDING ASSOC  |  | \$ - | \$ 222.00    | \$ 222.00    |
| 080419 | 425 | RCS/ALARM FUNDING ASSOC  |  | \$ - | \$ 85.00     | \$ 85.00     |
| 080419 | 425 | STAPLES                  |  | \$ - | \$ 531.98    | \$ 531.98    |
| 080419 | 425 | THE HOME DEPOT           |  | \$ - | \$ 183.16    | \$ 183.16    |
| 080419 | 425 | THE HOME DEPOT           |  | \$ - | \$ 13.37     | \$ 13.37     |
| 080419 | 425 | THE HOME DEPOT           |  | \$ - | \$ 21.34     | \$ 21.34     |
| 080419 | 425 | THE HOME DEPOT           |  | \$ - | \$ 619.28    | \$ 619.28    |
| 080419 | 425 | THOMPSON GAS             |  | \$ - | \$ 739.91    | \$ 739.91    |
| 080419 | 425 | THOS SOMERVILLE          |  | \$ - | \$ 120.59    | \$ 120.59    |
| 080419 | 425 | WAL-MART                 |  | \$ - | \$ 73.97     | \$ 73.97     |
| 080419 | 425 | 84 LUMBER                |  | \$ - | \$ 19.79     | \$ 19.79     |
| 080419 | 428 | ADVANTAGE TECH           |  | \$ - | \$ 4,200.00  | \$ 4,200.00  |
| 080419 | 428 | AMAZON                   |  | \$ - | \$ 16.27     | \$ 16.27     |
| 080419 | 428 | AMAZON                   |  | \$ - | \$ 33.50     | \$ 33.50     |
| 080419 | 428 | AMAZON                   |  | \$ - | \$ 23.72     | \$ 23.72     |
| 080419 | 428 | BATTERY MART             |  | \$ - | \$ 139.66    | \$ 139.66    |
| 080419 | 428 | BEST BUY                 |  | \$ - | \$ 2,398.00  | \$ 2,398.00  |
| 080419 | 428 | BEST BUY                 |  | \$ - | \$ 1,199.00  | \$ 1,199.00  |
| 080419 | 428 | DELL                     |  | \$ - | \$ 2,098.56  | \$ 2,098.56  |
| 080419 | 428 | DOUBLE RADIUS INC        |  | \$ - | \$ 2,052.77  | \$ 2,052.77  |
| 080419 | 428 | DOUBLE RADIUS INC        |  | \$ - | \$ 2,236.97  | \$ 2,236.97  |
| 080419 | 428 | DUNCAN PARNELL CORP      |  | \$ - | \$ 885.00    | \$ 885.00    |
| 080419 | 428 | MEMORY 4 LESS            |  | \$ - | \$ 3,662.90  | \$ 3,662.90  |
| 080419 | 428 | OFFICE DEPOT             |  | \$ - | \$ 234.35    | \$ 234.35    |
| 080419 | 428 | OFFICE DEPOT             |  | \$ - | \$ 119.55    | \$ 119.55    |
| 080419 | 428 | OFFICE DEPOT             |  | \$ - | \$ 89.54     | \$ 89.54     |
| 080419 | 428 | PRINTER SUPPLIES         |  | \$ - | \$ (71.00)   | \$ (71.00)   |
| 080419 | 428 | RED HAT ENT.             |  | \$ - | \$ 799.00    | \$ 799.00    |
| 080419 | 428 | SPRINT                   |  | \$ - | \$ 157.56    | \$ 157.56    |
| 080419 | 428 | TEXTEDLY COM             |  | \$ - | \$ 20.00     | \$ 20.00     |
| 080419 | 428 | WV NET                   |  | \$ - | \$ 100.00    | \$ 100.00    |

|        |     |                          |  |      |             |             |
|--------|-----|--------------------------|--|------|-------------|-------------|
| 080419 | 440 | BLACKWATER FALLS STATE P |  | \$ - | \$ 169.60   | \$ 169.60   |
| 080419 | 440 | BLACKWATER FALLS STATE P |  | \$ - | \$ 169.60   | \$ 169.60   |
| 080419 | 440 | BLUEBEAM UNIVERSITY      |  | \$ - | \$ 99.00    | \$ 99.00    |
| 080419 | 440 | BLUEBEAM UNIVERSITY      |  | \$ - | \$ 297.00   | \$ 297.00   |
| 080419 | 440 | BLUEBEAM UNIVERSITY      |  | \$ - | \$ 99.00    | \$ 99.00    |
| 080419 | 440 | BLUEBEAM UNIVERSITY      |  | \$ - | \$ 99.00    | \$ 99.00    |
| 080419 | 440 | BLUEBEAM UNIVERSITY      |  | \$ - | \$ 99.00    | \$ 99.00    |
| 080419 | 440 | HOLIDAY INN              |  | \$ - | \$ 330.00   | \$ 330.00   |
| 080419 | 440 | INTL CODE COUNCIL INC    |  | \$ - | \$ 425.00   | \$ 425.00   |
| 080419 | 440 | SPIRIT OF JEFFERSON      |  | \$ - | \$ 81.10    | \$ 81.10    |
| 080419 | 440 | SPIRIT OF JEFFERSON      |  | \$ - | \$ 36.94    | \$ 36.94    |
| 080419 | 440 | SPIRIT OF JEFFERSON      |  | \$ - | \$ 125.10   | \$ 125.10   |
| 080419 | 440 | SPRINT                   |  | \$ - | \$ 167.64   | \$ 167.64   |
| 080419 | 440 | STAPLES                  |  | \$ - | \$ 58.36    | \$ 58.36    |
| 080419 | 440 | THE JOURNAL PUBLISH      |  | \$ - | \$ 575.24   | \$ 575.24   |
| 080419 | 440 | VISTA PRINT              |  | \$ - | \$ 53.83    | \$ 53.83    |
| 080419 | 440 | WAL-MART                 |  | \$ - | \$ 611.85   | \$ 611.85   |
| 080419 | 440 | WAL-MART                 |  | \$ - | \$ 24.25    | \$ 24.25    |
| 080419 | 700 | APPALACHIAN DEAD HEAD DE |  | \$ - | \$ 45.00    | \$ 45.00    |
| 080419 | 700 | ARBYS                    |  | \$ - | \$ 23.82    | \$ 23.82    |
| 080419 | 700 | BURGER KING              |  | \$ - | \$ 6.77     | \$ 6.77     |
| 080419 | 700 | CHICK-FIL-A              |  | \$ - | \$ 14.57    | \$ 14.57    |
| 080419 | 700 | FAT PATTYS               |  | \$ - | \$ 49.30    | \$ 49.30    |
| 080419 | 700 | GALLS                    |  | \$ - | \$ 782.16   | \$ 782.16   |
| 080419 | 700 | GOWERS FEED INC          |  | \$ - | \$ 87.28    | \$ 87.28    |
| 080419 | 700 | HOLIDAY INN              |  | \$ - | \$ 558.00   | \$ 558.00   |
| 080419 | 700 | JEFFERSON URGENT CARE    |  | \$ - | \$ 300.00   | \$ 300.00   |
| 080419 | 700 | KUSTOM SIGNALS           |  | \$ - | \$ 389.40   | \$ 389.40   |
| 080419 | 700 | MES FIRE                 |  | \$ - | \$ 169.79   | \$ 169.79   |
| 080419 | 700 | PIZZA HUT                |  | \$ - | \$ 28.79    | \$ 28.79    |
| 080419 | 700 | RIVER CITY FARM & PET SU |  | \$ - | \$ 122.43   | \$ 122.43   |
| 080419 | 700 | SHEETZ                   |  | \$ - | \$ 9.62     | \$ 9.62     |
| 080419 | 700 | SHEETZ                   |  | \$ - | \$ 3.28     | \$ 3.28     |
| 080419 | 700 | SLEEP INN                |  | \$ - | \$ 89.00    | \$ 89.00    |
| 080419 | 700 | SMART SIGN               |  | \$ - | \$ 26.36    | \$ 26.36    |
| 080419 | 700 | SPRINT                   |  | \$ - | \$ 1,569.64 | \$ 1,569.64 |
| 080419 | 700 | TRACTOR SUPPLY CO        |  | \$ - | \$ 95.98    | \$ 95.98    |
| 080419 | 700 | TRAPUZZANOS UNIFORMS     |  | \$ - | \$ 3,827.08 | \$ 3,827.08 |
| 080419 | 700 | USPS US POSTAL SERVICE   |  | \$ - | \$ 7.50     | \$ 7.50     |
| 080419 | 700 | USPS US POSTAL SERVICE   |  | \$ - | \$ 120.00   | \$ 120.00   |
| 080419 | 700 | WWW.NEWEGG.COM           |  | \$ - | \$ 89.90    | \$ 89.90    |

|              |     |                           |  |                     |                      |                      |
|--------------|-----|---------------------------|--|---------------------|----------------------|----------------------|
| 080419       | 711 | BEST BUY                  |  | \$ -                | \$ 445.19            | \$ 445.19            |
| 080419       | 711 | GUERNSEY OFFICE PRODUCTS  |  | \$ -                | \$ 1,376.00          | \$ 1,376.00          |
| 080419       | 711 | HARBOR FREIGHT TOOL       |  | \$ -                | \$ 114.44            | \$ 114.44            |
| 080419       | 711 | SPRINT                    |  | \$ -                | \$ 190.54            | \$ 190.54            |
| 080419       | 712 | AMAZON                    |  | \$ -                | \$ 940.39            | \$ 940.39            |
| 080419       | 712 | APCO INTERNATIONAL INC.   |  | \$ -                | \$ 380.92            | \$ 380.92            |
| 080419       | 712 | BEST BUY                  |  | \$ -                | \$ 1,259.97          | \$ 1,259.97          |
| 080419       | 712 | FLEXISPOT/LOCTEK          |  | \$ -                | \$ 299.99            | \$ 299.99            |
| 080419       | 712 | FLEXISPOT/LOCTEK          |  | \$ -                | \$ 79.99             | \$ 79.99             |
| 080419       | 712 | FRONTIER                  |  | \$ -                | \$ 4,917.85          | \$ 4,917.85          |
| 080419       | 712 | NATIONAL ACADEMY OF EMD   |  | \$ -                | \$ 50.00             | \$ 50.00             |
| 080419       | 712 | SEN COMMUNICATIONS        |  | \$ -                | \$ 375.00            | \$ 375.00            |
| 080419       | 712 | SPRINT                    |  | \$ -                | \$ 890.36            | \$ 890.36            |
| 080419       | 712 | STAPLES                   |  | \$ -                | \$ 201.55            | \$ 201.55            |
| 080419       | 712 | WAL-MART                  |  | \$ -                | \$ 62.03             | \$ 62.03             |
| 080419       | 716 | GALLS                     |  | \$ -                | \$ 264.00            | \$ 264.00            |
| 080419       | 716 | HILLSIDE VETERINARY HOSPT |  | \$ -                | \$ 336.26            | \$ 336.26            |
| 080419       | 716 | SPRINT                    |  | \$ -                | \$ 55.88             | \$ 55.88             |
| 080419       | 716 | THE HOME DEPOT            |  | \$ -                | \$ 184.65            | \$ 184.65            |
| 080419       | 716 | USPS US POSTAL SERVICE    |  | \$ -                | \$ 24.70             | \$ 24.70             |
| 080419       | 716 | WAL-MART                  |  | \$ -                | \$ 85.46             | \$ 85.46             |
| 080419       | 717 | EXXON                     |  | \$ -                | \$ 45.29             | \$ 45.29             |
| 080419       | 717 | FISHER AUTO PARTS         |  | \$ -                | \$ 963.86            | \$ 963.86            |
| 080419       | 717 | KENT PARSONS FORD         |  | \$ -                | \$ 96.00             | \$ 96.00             |
| 080419       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 397.09            | \$ 397.09            |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 101.39            | \$ 101.39            |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 2,899.00          | \$ 2,899.00          |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 29.28             | \$ 29.28             |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 70.10             | \$ 70.10             |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 90.96             | \$ 90.96             |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 43.92             | \$ 43.92             |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 70.11             | \$ 70.11             |
| 080420       | 717 | NAPA AUTO PARTS           |  | \$ -                | \$ 187.46            | \$ 187.46            |
| 080421       | 415 | WV STATE AUDITOR**        |  | \$ -                | \$ 22,070.00         | \$ 22,070.00         |
|              |     |                           |  |                     |                      |                      |
| <b>TOTAL</b> |     |                           |  |                     |                      | <b>\$ 228,904.75</b> |
| <b>TOTAL</b> |     |                           |  | <b>\$ 12,477.99</b> | <b>\$ 216,426.76</b> | <b>\$ 228,904.75</b> |

**Motion by Mr. Hudson to approve the Accounts Payable for July 19, 2018 in the amount of \$228,904.75. Motion seconded and unanimously approved.**

| CHCKNO | DEPT    | VENDOR                   | PONUM | POAMT | NOAMT         | CHECK AMOUNT  |
|--------|---------|--------------------------|-------|-------|---------------|---------------|
| 080424 | P/R DED | AMERICAN FAMILY LIFE ICU |       | \$ -  | \$ 3,901.90   | \$ 3,901.90   |
| 080425 | P/R DED | BUREAU F/CHILD SUPPORT   |       | \$ -  | \$ 49.85      | \$ 49.85      |
| 080426 | P/R DED | BUREAU OF CHILD SUPPORT  |       | \$ -  | \$ 119.54     | \$ 119.54     |
| 080427 | 405     | MARCIA LYNN CHANDLER     |       | \$ -  | \$ 32.00      | \$ 32.00      |
| 080428 | P/R DED | COLONIAL LIFE            |       | \$ -  | \$ 169.84     | \$ 169.84     |
| 080429 | P/R DED | CITY HOSPITAL INC        |       | \$ -  | \$ 191.20     | \$ 191.20     |
| 080430 | 412     | DOING BETTER BUSINESS,IN |       | \$ -  | \$ 595.70     | \$ 595.70     |
| 080431 | P/R DED | PAMELA DUDASH            |       | \$ -  | \$ 442.57     | \$ 442.57     |
| 080432 | P/R DED | CRYSTAL GUMBEL-SHADE     |       | \$ -  | \$ 2,037.24   | \$ 2,037.24   |
| 080432 | P/R DED | CRYSTAL GUMBEL-SHADE     |       | \$ -  | \$ 200.11     | \$ 200.11     |
| 080433 | 403     | JEFFERSON CENTER         |       | \$ -  | \$ 100.00     | \$ 100.00     |
| 080434 | GRANT   | JEFFERSON DAY REPORT CNT |       | \$ -  | \$ 1,273.60   | \$ 1,273.60   |
| 080435 | 712     | DR. ROBERT E. JONES III  |       | \$ -  | \$ 1,000.00   | \$ 1,000.00   |
| 080436 | P/R DED | JEFFERSON SECURITY BANK  |       | \$ -  | \$ 5,120.00   | \$ 5,120.00   |
| 080437 | 712     | LANGUAGE LINE SERVICES   |       | \$ -  | \$ 185.61     | \$ 185.61     |
| 080438 | P/R DED | HELEN M. MORRIS, TRUSTEE |       | \$ -  | \$ 543.86     | \$ 543.86     |
| 080439 | P/R DED | DONNA MASON              |       | \$ -  | \$ 2,250.00   | \$ 2,250.00   |
| 080440 | 405     | KATHERINE MOORE          |       | \$ -  | \$ 483.46     | \$ 483.46     |
| 080440 | 405     | KATHERINE MOORE          |       | \$ -  | \$ 250.00     | \$ 250.00     |
| 080441 | P/R DED | NATIONWIDE RETIREMENT    |       | \$ -  | \$ 849.00     | \$ 849.00     |
| 080442 | P/R DED | LECTOR DENISE RIDEOUTT   |       | \$ -  | \$ 2,250.00   | \$ 2,250.00   |
| 080443 | 704     | WV REGIONAL JAIL &       |       | \$ -  | \$ 111,940.00 | \$ 111,940.00 |
| 080444 | P/R DED | SHERIFF OF JEFFERSON CO  |       | \$ -  | \$ 45,907.36  | \$ 45,907.36  |
| 080444 | P/R DED | SHERIFF OF JEFFERSON CO  |       | \$ -  | \$ 10,736.58  | \$ 10,736.58  |
| 080444 | P/R DED | SHERIFF OF JEFFERSON CO  |       | \$ -  | \$ 34,611.86  | \$ 34,611.86  |
| 080445 | P/R DED | SHERIFF OF JEFFERSON CO  |       | \$ -  | \$ 33,704.83  | \$ 33,704.83  |
| 080445 | P/R DED | SHERIFF OF JEFFERSON CO  |       | \$ -  | \$ 1,162.44   | \$ 1,162.44   |
| 080446 | P/R DED | WV DEPUTY SHRF RETIREMEN |       | \$ -  | \$ 6,036.98   | \$ 6,036.98   |
| 080446 | P/R DED | WV DEPUTY SHRF RETIREMEN |       | \$ -  | \$ 8,522.85   | \$ 8,522.85   |
| 080447 | P/R DED | SHERIFF OF JEFFERSON CO  |       | \$ -  | \$ 2,470.00   | \$ 2,470.00   |
| 080447 | P/R DED | SHERIFF OF JEFFERSON CO  |       | \$ -  | \$ 415.00     | \$ 415.00     |
| 080448 | P/R DED | WV PUB EMP RETIRE SYS    |       | \$ -  | \$ 10,645.01  | \$ 10,645.01  |
| 080448 | P/R DED | WV PUB EMP RETIRE SYS    |       | \$ -  | \$ 23,655.47  | \$ 23,655.47  |
| 080448 | P/R DED | WV PUB EMP RETIRE SYS    |       | \$ -  | \$ 3,213.62   | \$ 3,213.62   |
| 080448 | P/R DED | WV PUB EMP RETIRE SYS    |       | \$ -  | \$ 5,356.11   | \$ 5,356.11   |
| 080449 | 405     | WV STATE BAR             |       | \$ -  | \$ 2,150.00   | \$ 2,150.00   |
| 080450 | 401     | WENDI L. WATSON          |       | \$ -  | \$ 450.95     | \$ 450.95     |
| 080451 | 700     | MARGARET R.SMITH-WALKER  |       | \$ -  | \$ 3,000.00   | \$ 3,000.00   |
| 080452 | 425     | ZMM ARCHITECTS & ENGINEE |       | \$ -  | \$ 750.00     | \$ 750.00     |

|              |  |  |  |  |                      |                      |
|--------------|--|--|--|--|----------------------|----------------------|
|              |  |  |  |  |                      |                      |
| <b>TOTAL</b> |  |  |  |  | <b>\$ 326,774.54</b> | <b>\$ 326,774.54</b> |

**Motion by Ms. Tabb to approve the Accounts Payable for July 26, 2018 in the amount of \$326,774.54. Motion seconded and unanimously approved.**

**Motion by Ms. Noland to approve the Accounts Payable for August 2, 2018 in the amount of \$356,447.19. Motion seconded and unanimously approved.**

**MANUAL CHECKS**

|                           |                |                                   |                    |
|---------------------------|----------------|-----------------------------------|--------------------|
| <b>COAL SEVERANCE</b>     |                |                                   |                    |
| <b>002</b>                |                |                                   |                    |
| <b>Date</b>               | <b>Check #</b> | <b>VENDOR</b>                     | <b>Amount</b>      |
| 7/20/2018                 | 464            | <b>ASHPAUGH &amp; SCULCO, CPA</b> | <b>\$ 4,650.00</b> |
|                           |                |                                   |                    |
| <b>HOME DETENTION</b>     |                |                                   |                    |
| <b>008</b>                |                |                                   |                    |
| <b>Date</b>               | <b>Check #</b> | <b>VENDOR</b>                     | <b>Amount</b>      |
| 7/20/2018                 | 610            | <b>UNITED BANK</b>                | <b>\$ 55.88</b>    |
|                           |                |                                   |                    |
| <b>ASSESSOR VALUATION</b> |                |                                   |                    |
| <b>056</b>                |                |                                   |                    |
| <b>Date</b>               | <b>Check #</b> | <b>VENDOR</b>                     | <b>Amount</b>      |
| 7/20/2018                 | 690            | <b>MONROE SYSTEM FOR BUSINESS</b> | <b>\$ 170.26</b>   |
| 7/20/2018                 | 691            | <b>GLOBAL SCIENCE TECH</b>        | <b>\$ 1,710.00</b> |
|                           |                |                                   |                    |
| <b>SHERIFF C/O</b>        |                |                                   |                    |
| <b>246</b>                |                |                                   |                    |
| <b>Date</b>               | <b>Check #</b> | <b>VENDOR</b>                     | <b>Amount</b>      |
| 7/20/2018                 | 1682           | <b>UNITED BANK</b>                | <b>\$ 240.98</b>   |
|                           |                |                                   |                    |
| <b>TOTAL</b>              |                |                                   | <b>\$ 6,827.12</b> |

**Motion by Ms. Tabb to approve the Manual Checks for July 20, 2018 in the amount of \$6,827.12. Motion seconded and unanimously approved.**

### **PUBLIC COMMENT**

Charles Westbrook, resident – spoke against Rockwool and the Mountaineer Gas Pipeline, stating both would be bad for tourism in Jefferson County.

Donna Westbrook, resident – stated she is “chemically sensitive” and the Rockwool facility and Mountaineer Gas Pipeline would be dangerous to those with asthma and other respiratory conditions. Also expressed concerns regarding the pipeline in relation to the Karst geology found in Jefferson County.

Kirsten Lee, resident – expressed concerns regarding the Mountaineer Gas Pipeline and the Karst geology in Jefferson County, questioning what measures were in place to handle the possible sinkholes, leaks, or explosions that could occur if the pipeline were to be approved for Jefferson County.

Chris Craig, resident – stated he was alarmed about the potential pollution that could be a result of the Rockwool facility and claimed there was an “active stifling of public information with little input from citizens” regarding the Rockwool facility.

Catherine Jozwick, resident – stated she objected to the Mountaineer Gas Pipeline and requested the Commission contact the WV Public Service Commission to ask that the public hearing on the pipeline be held in Jefferson County, not Charleston.

Laura Bayer, Berkeley County resident – stated the Panhandle thrives on tourism, not “dirty industry” and asked the Commission to consider green energy and infrastructure instead of Rockwool.

Jesse Capps, resident – noted his opposition to Rockwool and the Mountaineer Gas Pipeline and stated he’d be moving out of the county as he’s already unenrolled his children from the Jefferson County School System.

David Tabb, resident – claimed he’s been protesting against Rockwool for the last year, and stated the Commission is “supposed to be working for us.”

Shaun Amos, resident – stated the Eastern Panhandle isn’t like the rest of the State and has more options than industrialization and believes Rockwool is “diversification in the wrong direction.”

Diane Blust, resident – spoke against the Mountaineer Gas Pipeline, and stated the county needed to consider a paradigm shift toward clean energy because traditional industry has a negative impact on climate change, agriculture, and tourism.

Sebastian Munevar, resident, spoke strongly against Rockwool, stating the public had little notice of the impact of the project and questioned how much money elected officials must have received from Rockwool to have granted such a “sweetheart deal.”

Robbie Gillette, resident – spoke against the Mountaineer Gas Pipeline and Rockwool facility, stating all residents deserve to have their voices heard when considering a project that would have an impact on their homes and their community.

Duncan (last name not provided) - stated he was opposed to the Rockwool facility and the potential pollution that could result from their operations.

Nicola Bastian, resident – stated Millville had a Rockwool plant in 1933, and it was the most polluting facility in the County.

Gina Biller, resident – stated her opposition to the Rockwool facility and claimed the re-zoning process wasn’t properly followed. Ms. Biller also stated she would move out of Jefferson County if Rockwool were not stopped.

Marjorie McCauley, resident - expressed concerns over the public health of Jefferson County if Rockwool is allowed to operate and also questioned the transparency of the governing bodies involved in the decision to bring Rockwool to Jefferson County.

Beth Brent, resident – stated she’s a volunteer with the Elk’s Run Watershed Group and expressed concerns about the safety of the county’s water in relation to potential Rockwool pollution.

Kelly Westbrook, resident – expressed concerns regarding the health and safety of Jefferson County’s air and water in relation to potential Rockwool pollution.

Chris Roderick, resident – stated he would like to register his disappointment regarding the allowance of Rockwool in the county and expressed that he feels “hoodwinked” because there was little public input on this matter.

**PRESENTATIONS**

1. Angela Banks, Assessor – requested approval of the following Exonerations:

| NAME        | TYPE | DISTRICT | TICKET NO. | AMOUNT  |
|-------------|------|----------|------------|---------|
| Amber Kirby | PP   | HF       | 308115     | \$39.94 |

- **Motion by Ms. Noland to approve the exoneration for ticket no. 308115 as presented. Motion seconded and unanimously approved.**

| NAME                     | TYPE | DISTRICT | TICKET NO. | AMOUNT     |
|--------------------------|------|----------|------------|------------|
| Arlene & Thomas Garrison | RE   | HF       | 11676      | \$1,292.28 |

- **Motion by Ms. Tabb to approve the exoneration for ticket no. 11676 as presented. Motions seconded and unanimously approved.**

| NAME         | TYPE | DISTRICT  | TICKET NO. | AMOUNT   |
|--------------|------|-----------|------------|----------|
| Justin Stone | PP   | Kabletown | 311319     | \$211.46 |

- **Motion by Ms. Noland to approve the exoneration for ticket no. 311319 as presented. Motion seconded and unanimously approved.**

| NAME                    | TYPE | DISTRICT | TICKET NO. | AMOUNT  |
|-------------------------|------|----------|------------|---------|
| Richard & Eva Alexander | PP   | HF       | 306961     | \$25.85 |

- **Motion by Ms. Tabb to approve the exoneration for ticket no. 306961 as presented. Motion seconded and unanimously approved.**

| NAME           | TYPE | DISTRICT    | TICKET NO. | AMOUNT   |
|----------------|------|-------------|------------|----------|
| James Clabaugh | PP   | Ranson Corp | 314004     | \$205.17 |

- **Motion by Ms. Noland to approve the exoneration for ticket no. 314004 as presented. Motion seconded and unanimously approved.**

| NAME                     | TYPE | DISTRICT     | TICKET NO. | AMOUNT  |
|--------------------------|------|--------------|------------|---------|
| Melanie & Michael Condon | PP   | Charles Town | 301257     | \$56.39 |

- **Motion by Ms. Tabb to approve the exoneration for ticket no. 301257 as presented. Motion seconded and unanimously approved.**

| NAME         | TYPE | DISTRICT     | TICKET NO. | AMOUNT  |
|--------------|------|--------------|------------|---------|
| Helen Hottle | PP   | Charles Town | 302366     | \$61.09 |

- **Motion by Ms. Noland to approve the exoneration for ticket no. 302366 as presented. Motion seconded and unanimously approved.**

| NAME                     | TYPE | DISTRICT     | TICKET NO. | AMOUNT   |
|--------------------------|------|--------------|------------|----------|
| Avanhar Properties, LLC. | PP   | Charles Town | 300550     | \$615.60 |

- **Motion by Ms. Tabb to approve the exoneration for ticket no. 300550 as presented. Motion seconded and unanimously approved.**

| NAME         | TYPE | DISTRICT     | TICKET NO. | AMOUNT   |
|--------------|------|--------------|------------|----------|
| Andrew Scott | PP   | Charles Town | 304152     | \$378.30 |

- **Motion by Ms. Noland to approve the exoneration for ticket no. 304152 as presented. Motion seconded and unanimously approved.**

b. Ratification of split ticket approved on August 2, 2018.

- **Motion by Mr. Compton to ratify the approval of the split ticket as presented by the Assessor on Thursday, August 2, 2018. Motion seconded and unanimously approved.**
2. Peter Dougherty, Sheriff
    - a. Appointment to fill vacant deputy position.
      - **Motion by Mr. Onoszko to approve Charles Ellis as deputy for the Jefferson County Sheriff's Office effective August 5, 2018 with a starting salary of \$42,300. Motion seconded and unanimously approved.**
    - b. Request to transfer \$45,000 from Coal Severance Fund and place it into the Sheriff's Capital Equipment budget.
      - **Motion by Ms. Noland to approve the transfer of \$45,000 from Coal Severance and place it into the Sheriff's Capital Asset funding to be used for vehicle purchases and vehicle equipment. Motion seconded and unanimously approved.**
      - **Motion by Mr. Compton to approve Budget Revision #1 for the Coal Severance Fund to transfer \$45,000 to the General Fund, and Budget Revision #1 for the General County Fund to transfer that \$45,000 to the Sheriff's Animal Control line, as presented. Motion seconded and unanimously approved.**
    - c. Review of Home Confinement procedures
    - d. Discussion of possible changes to the Governor's Highway Safety Program funding.
    - e. Appointment of Acting Chief Deputy
      - **Motion by Ms. Tabb to appoint Ronald Fletcher as acting Chief Deputy for the Jefferson County Sheriff's Office with a \$500 monthly increase in compensation. Motion seconded and unanimously approved.**
  3. Dr. David Didden, Jefferson County Health Department – provided the Commission and the audience with an update on the hiring of sanitarians and the local impact on the spread of Hepatitis A.
  4. Mary Mattlage, Eastern Panhandle Protectors, Sierra Club of the Eastern Panhandle – requested the Commission ensure that the Mountaineer Gas Company pay fair market value to the property owners of the county and that property owners also be compensated

for the loss of use of their farmland and request that Mountaineer Gas Company not use any chemical herbicides on the right-of-way areas. Additional comments were made by Patricia Keesecker, Brent Wall, and Donna Westbrook. No official action was taken by the Commission regarding this matter, but it was the consensus of the Commission to contact the West Virginia Public Service Commission to consider conducting the public hearing on Mountaineer Gas Pipeline in Jefferson County instead of Charleston.

5. The Commission recessed for break at 10:45 am.  
The Commission reconvened at 11:00 am.
  
6. Lynn Fields, Probate Office – requested approval of the Quarterly Review from July 2018 for Approval/Closure of Estates
  - **Motion by Ms. Tabb to convene as a Fiduciary Review Board. Motion seconded and unanimously approved.**
  
  - **Motion by Mr. Compton to approve the Quarterly Review from July 2018 for Approval/Closure of Estates. Motion seconded and unanimously approved.**
  
  - **Motion by Mr. Compton to adjourn as a Fiduciary Review Board. Motion seconded and unanimously approved.**
  
7. Nikki Painter, Elections, County Clerk’s Office
  - a. Provided an election cost update
  
  - b. Requested an approval of Precinct Change
    - **Motion by Mr. Compton approve the temporary precinct change for 35A&B from Shepherdstown Fire Hall to Asbury United Methodist Church. Motion seconded and unanimously approved.**
  
  - c. Approval of the Extended Medical Emergency Absentee Voting Policy.
    - **Motion by Ms. Tabb to approve the Extended Medical Emergency Absentee Voting Policy as presented. Motion seconded and unanimously approved.**
  
8. Interviews and Appointments
  - a. Summit Point Library Committee

- **Motion by Ms. Tabb to appoint Linia Overly to the Summit Point Library Committee for one four year term ending June 30, 2022. Motion seconded and unanimously approved.**

b. Solid Waste Authority Board

- **Motion by Mr. Compton to appoint Peter Vila to the Solid Waste Authority Board for one four year term ending June 30, 2022. Motion seconded and unanimously approved.**

9. Roger Goodwin, Chief County Engineer

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

- **Motion by Mr. Compton to award the contract to C. Allen Lane Construction, LLC in the amount of \$44,995.00 for the Smith Mountain View Estates Site Work Project (JCPC File No. 02-06); and to approve the County Commission President executing the necessary contract documents. Motion seconded and unanimously approved.**

b. Complete Construction Bond Release for Leetown Baptist Church (File #S09-04)

- **Motion by Ms. Tabb to authorize a complete release of \$90,452.00 from the construction bond amount for Leetown Baptist Church – Leetown Baptist Church Addition (File #09-04). Motion seconded and unanimously approved.**

c. Approval of Employment – GIS/Addressing Office Administrative Assistant and Planning Clerk

- **Motion by Mr. Cochran to approve the transfer of Rhonda Greenholtz to the full-time, Class III position of Administrative Assistant in the GIS/Addressing Office at her existing salary of \$37,687.06; and to approve the new hire of Rachel Burke to the full-time, Class III position of Planning Clerk in the Planning Office at a salary of \$35,000 a year. Motion seconded and unanimously approved.**

10. 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

- Update on US Bankruptcy Court Civil Action #3:16-00074
- Discussion of Jefferson County Civil Action #2018-C-99
- Discussion of US District Court Civil Action #2:18-CV-1077
- Discussion of and potential litigation in Kane County, Utah v. United States case (numbers 17-739-C and 17-1991-C-consolidated)
  - **Motion by Mr. Compton to enter into Executive Session to receive legal advice and discuss pending litigation. Motion seconded and unanimously approved.**
  - **Motion by Mr. Onoszko to come out of Executive Session. Motion seconded and unanimously approved.**
  - **Motion by Mr. Compton to allow legal counsel to file a joint brief with the Jefferson County Public Service District and the City of Charles Town not to exceed \$5,000 in response to the WV Supreme Court case concerning the PSD dissolution and related issues. Motion seconded and passes on a vote of 4-1 with Ms. Noland opposing.**
  - **Motion by Mr. Compton to allow legal counsel to file a response to Civil Action #2018-C-99. Motion seconded and unanimously approved.**
  - **Motion by Ms. Noland to direct counsel to join the class action lawsuit involving Kane County, Utah v. United States (17-739-C and 17-1991-C) regarding the Payment in Lieu of Taxes lawsuit. Motion seconded and unanimously approved.**

### **UNFINISHED BUSINESS**

#### 11. Broadband Planning Grant

- **Motion by Ms. Noland to approve the BroadBand Planning Grant and authorize the President of the Commission to sign the appropriate documents. Motion seconded and unanimously approved.**

### **FINANCIAL DIRECTOR REPORTS**

- New Financial System update
- FY18 Ambulance Fee Budget to Actual
- Review of FY2018 Budget to Actual as of 6/30/2018

## 12. Jefferson County Commission – Comments/Discussion re: Rockwool Ranson

Commissioner Compton opened the meeting at 6:00pm and stated the purpose was to receive comments from the public regarding the Rockwool facility to be built in Ranson.

Ms. Grove, County Administrator, read a statement to the public regarding the Commission's role in Rockwool's location to Jefferson County, explaining that the Commission signed a ten year PILOT agreement with Rockwool in the spring of 2017. Since the property where the Rockwool facility is being built was annexed into Ranson in 2004, the Commission has no authority or oversight on the zoning designation, land use, or permitting processes used by the City of Ranson. Ms. Grove also stated that all questions pertaining to air quality and use of pollutants be directed to the WVDEP.

Each Commissioner then provided his or her statement regarding their stance on the Rockwool facility. Mr. Compton opened the floor for public comments, which were made by the following:

Shaun Amos, resident – thanked the Commission for the clarification on their role in Rockwool's coming to Jefferson County, but asked that the Commission assist the public in preventing the facility from being built.

Jesse Capps, resident – stated the County hasn't fulfilled their duties regarding safety and transparency for the public and stated he'd move from Jefferson County if Rockwool were not stopped.

Laura Bayer, resident – offered to take the Commission on a tour of areas in West Virginia where mountain top removal has occurred so they could see how industry has sullied the beauty of the state.

Catherine Joswick, resident – asked whether the PILOT agreement the Commission entered with Rockwool could be rescinded and urged the Commission to help prevent the Rockwool from building in Jefferson County.

Gina Billers, resident – asked the Commission to stand with the public against Rockwool, and also questioned whether the County would have the adequate emergency response staff should a disaster happen at the Rockwool facility.

Bill Gillette, resident – stated there must be a way the Commission can assist citizens in stopping the Rockwool project and asked the Commission to better inform their citizens on health and safety matters that impact the whole county.

Hank Goldstein, resident – asked the Commission to “do their job and represent the will of the community” or else they’d end up with a legal battle brought on by the residents of the County who opposed the Rockwool project.

Tim Ross, resident – as a former meteorologist, Mr. Ross stated he had concerns about the low level temperature inversions that would occur as a result of potential Rockwool pollution. Mr. Ross also asked the Commission to invite staff from the WVDEP to answer questions and concerns from the public regarding Rockwool’s environmental impact on the County and perhaps form a citizen’s committee to increase transparency and involvement for the Rockwool project.

Maura Ross, resident – stated potential pollution from the Rockwool facility would seriously impact public health, tourism, and property values in Jefferson County. Also expressed concerns regarding the Mountaineer Gas Pipeline in relation to the Karst topography in Jefferson County.

Skyler Leaton, resident – asked the Commission to seriously consider the long term consequences of allowing industry in Jefferson County and stated there have been areas in central and southern West Virginia where natural gas pipelines have exploded and cause the collapse of roads.

Kirsten Lee, resident – stated her opposition to the Rockwool facility as she believes the risks are far greater than any potential “rewards.”

Jay Mansfield, resident – stated his credentials and expressed his serious concerns regarding the chemicals used by Rockwool and the impact those chemicals (like acetone and airplane glue) would have on public health.

Ava (last name redacted) as read by Eva Bajada , resident – spoke about Shuttle Guardian, a system used for chemical surveillance to protect the most vulnerable citizens, including children and the elderly.

Cara Jeffries, resident – stated the 150 jobs created by Rockwool weren’t worth the potential hazards to the county, including the contamination of drinking water, particularly in the neighboring Fox Glenn development.

Corrine Steiner, resident – discussed the negative impact Rockwool’s potential pollution would have on the County’s agricultural community, particularly the increase in harmful ozone levels.

Hannah Amet, resident – stated she and her husband left Baltimore in order to provide a healthier and safer life for their children and told the Commission she was “scared, sad, mad but not

hopeless” and urged them not to destroy the integrity of the county by allowing Rockwool to operate.

Christy Cronin, resident – stated her concerns over the future of the Jefferson County community as she personally grew up in a heavily industrialized area of Baltimore, noting she has multiple family members and friends who suffered and passed away due to cancer, presumably from the pollution.

Brad Maguire, resident – explained he and his wife have six children, three of whom have cystic fibrosis and expressed serious concerns over pollution and the ability to remain living in Jefferson County if Rockwool were permitted to operate.

John Doyle, resident – stated that environmental law needed to be much stronger at the state level, including their transparency efforts as notice should also be posted on their website and on social media (in addition to print notices) and the signage should be more noticeable to the public.

Melinda Soloman, resident – asked the Commission what they wanted Jefferson County’s identity to be as industry has consistently failed the rest of West Virginia.

Michael Del-Colle, resident – stated the Commission has failed to understand the transitions of economic growth, as Rockwool is not the sort of industry the community wants for Jefferson County.

Jennifer King, resident – owner of Eversweet Apiaries, stated pollution from the Rockwool facility would have a devastating impact on her 50+ colonies of bees, as well as all pollinators, which would harm the agriculture of the county.

Diane Blust, resident – stated multinational corporations (like Rockwool) are bad for communities and stated the Jefferson County Development Authority and the County Commission needed to form a sustainability committee to consider economic growth in the forms of agriculture, tourism, and renewable energy.

Jim Webb, resident – stated he was appalled to have an elected body who isn’t answering questions regarding an issue that would have an impact on the entire community. Mr. Webb also questioned whether the Commission had researched other Rockwool sites and asked why the Commission would sign a non-disclosure agreement if they had nothing to hide.

Eileen Kerfmann, resident – asked whether the Commission was willing to accept a small number of local jobs in exchange for the potential pollution and impact on infrastructure Rockwool would surely bring to the county.

Eric Vance, resident – stated the County needed to focus on an agricultural and/or tourism based economy as industry has destroyed other areas of West Virginia. Asked the Commission to invest in smart industry and green technology.

Lee Smith, resident – stated Rockwool would negatively impact the natural beauty and clean air in Jefferson County. Also expressed concerns regarding the “self-reporting” of the facility to the WVDEP, noting it’s not good enough for the peace of mind of the county’s citizens.

Sebastian Munevar, resident – stated the citizens should not be thanking the Commission for holding the forum and urged them to “do their jobs.” Requested the Commission provide an answer tonight as to whether they’re with their citizens or against them in the fight to prevent Rockwool in Jefferson County. Also stated he’d actively defend his family against any threats to their existence.

Chris Kinan, resident – expressed concerns as a parent over Rockwool’s potential proximity to four local schools.

Dan Chiotis, resident – requested the Commission reconsider their stance on allowing Rockwool in Jefferson County and possibly pass a Resolution stating their opposition to the facility.

Pamela Quick, resident – asked the Commission how they planned to work for their citizens now that they’re aware of the potential risks to having Rockwool in Jefferson County.

Jackie Milliron, resident – stated the Commission couldn’t continue to “bury their head in the sand” regarding the threat the Rockwool facility would bring to the county and urged the Commission to push for strict testing of pollutants in air, water, and soil.

David Tabb, resident – spoke against Rockwool, stating he’s been protesting against it from the beginning.

Al Cobb, resident – stated he’s a green builder with four businesses in Jefferson County who has previously used Rockwool products; however, now that he knows about the hazards generated by the production of the product, he would never use or recommend Rockwool again. Mr. Cobb also stated he would relocate his businesses if Rockwool were permitted to operate in Jefferson County.

Kiya Tabb, resident – asked why none of the Commission stopped to think about how Rockwool would impact the citizens of the community and questioned how constituents would vote were this issue a measure on the ballot.

Danny Lutz, resident and supervisor of the Eastern Panhandle Conservation District – stated the Commission could ask the Eastern Panhandle Conservation District for assistance regarding this matter.

Bob Gillette, resident – stated the Commission was “bordering on helplessness” regarding this issue as they do not have the information or expertise to make an educated decision on the matter. Mr. Gillette also stated citizens have the right to be involved in their government.

Regina Hendrix, resident – expressed opposition to the Rockwool facility as she grew up in the Kanawha Valley and saw how the pollution impacted her community and her family.

Laura Maloney, resident - stated West Virginia is losing citizens but the Panhandle is growing because there are better opportunities here; however, Rockwool would be a detriment to the county and cause the younger population (or those with the necessary resources) to leave en mass.

David Morreali, resident – stated he felt as though he’d be allowing his children to get cancer should he continue to live in Jefferson County if Rockwool were not stopped.

Jen Jones, resident – stated the county was at a critical turning point and urged the Commission not to destroy the county for perpetuity.

Tara Garrison, resident – stated the community has joined together to fight Rockwool and stated it was unfair that a multimillion dollar company doesn’t have to pay taxes when her family couldn’t afford recreational activities each weekend.

Kevin Hall, resident – stated he defined the quality of life by health and happiness, both of which would be negatively impacted by Rockwool.

Carley Morriskin, resident – stated children and teachers would be deeply and negatively impacted by Rockwool.

Claibourne Lashley, resident – stated that although he was saddened by the potential for having Rockwool in Jefferson County, he was encouraged by the community’s involvement in fighting this issue and urged citizens to continue to fight the City of Ranson and the WVDEP.

Aaron Hackett, resident – stated his opposition to Rockwool, noting the higher-ups at Rockwool would never be a part of the Jefferson County Community. Thanked all the citizens fighting for their lives and the lives of all the Commissioners and asked that they please help.

Chris Kincaid, resident – stated that although he doesn’t believe the Commission to be malicious in their intent but asked the Commissioners to stand with their citizens against Rockwool.

Karen Glennon, resident – stated that although she’s not invested in the county due to her “gypsy soul,” the division to bring Rockwool to Jefferson County would change the community forever and claimed that West Virginia has a bad reputation because the stereotypes are real.

Jason Wyatt, resident – questioned how the Commission or any of the governing bodies involved could think it was appropriate to allow such a facility near local schools.

William Greg, resident – stated his opposition to Rockwool as it was not a good fit for the community he loves.

Karen Phillips, resident – stated Rockwool would require more emergency service personnel were it allowed to operate in Jefferson County. Ms. Phillips also stated one of the chemicals used in Rockwool is radioactive and wondered who would be ensure the community’s safety against this chemical.

Paul Harris, resident – expressed his concern regarding the potential pollution emitted by the Rockwool facility.

Lou de Baca, resident – stated that while Rockwool would technically be located in Ranson, it would negatively impact the entire county.

Meghan Hartlove, resident – requested the Commission “be the bigger person” and admit they were wrong in their decision to sign the PILOT agreement for Rockwool to incentivize their decision to locate in Jefferson County.

Monica Turner, resident – asked the Commission who “prescribed their rose colored glasses” and asked if their pockets have been padded in order to approve the PILOT agreement.

Jason Murphy, resident - stated he believed the Commission had good intentions to bring jobs to Jefferson County; however, the potential negative impact is far too great.

Ned Marshall, resident – stated that as a resident who's received a lung transplant, Rockwool would quite literally be a threat to his existence.

Dr. Eleanor Smith, resident – stated that, as a pediatrician, she had extreme concerns for the health and wellbeing of the children of Jefferson County if Rockwool were allowed to operate.

Aaron Delima, resident – requested the Commission rescind the PILOT agreement for Rockwool.

Mike Donnelly, resident – stated the citizens of the county could put an injunction on the Rockwool project if the Commission refused to stop it.

Suzanne Maguire, resident – stated that, as a mother with multiple children suffering with cystic fibrosis, it was ridiculous that she'd have to worry about whether her children would be able to go outside to play. Ms. Maguire stated she wanted her family to stay in Jefferson County, but it wouldn't be possible if Rockwool were allowed to operate.

Amy Blue, resident – stated her property was 1.3 miles from the potential Rockwool facility and that she was angry and scared about her family's future. Ms. Blue also requested the Commission help the citizens find a solution for this problem.

Donna Joy, resident – stated her opposition to the Rockwool facility due to the pollution and its impact on public health.

The Commission thanked all of the participants and then closed the meeting by providing their personal statements concerning Rockwool.

13. The Commission meeting was adjourned at 10:32 pm. Motion was seconded and unanimously approved.

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JOSHUA COMPTON, PRESIDENT

Respectfully submitted  
Jessica D. Carroll  
Administrative Assistant

**PURCHASE ORDERS TO BE APPROVED**

**August 16, 2018**

| DEPARTMENT                    | P.O. NUMBER | AMOUNT              | VENDOR                  | DESCRIPTION                              |
|-------------------------------|-------------|---------------------|-------------------------|------------------------------------------|
| PROSECUTING ATTORNEY'S OFFICE | 52693       | \$38,950            | Judicial Dialog Systems | License, Maintenance, Installation, etc. |
| <b>GRAND TOTAL</b>            |             | <b>\$ 38,950.00</b> |                         |                                          |



| DESCRIPTION                 | Fund 001 CO.  | Fund 003 Dog | Total         |
|-----------------------------|---------------|--------------|---------------|
| Gross Wages                 | \$ 392,990.40 | \$ -         | \$ 392,990.40 |
|                             | \$ -          |              |               |
| 6.2% Tax Payable OASDI      | \$ 23,354.69  | \$ -         | \$ 23,354.69  |
| 1.45% Tax Payable HI        | \$ 5,462.09   | \$ -         | \$ 5,462.09   |
| Fed Withholding             | \$ 35,930.25  | \$ -         | \$ 35,930.25  |
| WV State Withholding        | \$ 16,834.32  | \$ -         | \$ 16,834.32  |
| PERS Retirement Deduct 4.5% | \$ 10,643.87  | \$ -         | \$ 10,643.87  |
| PERS Retirement Deduct 6%   | \$ 3,289.71   |              | \$ 3,289.71   |
| Hosp. Pre-Tax               | \$ 14,306.00  |              | \$ 14,306.00  |
| Cancer/ICU Pre-Taxed        | \$ 365.13     |              | \$ 365.13     |
| Cancer/ICU Not Pre-Taxed    | \$ 1,513.70   |              | \$ 1,513.70   |
| Optional Life Not Pre-Taxed | \$ 1,982.68   |              | \$ 1,982.68   |
| Christmas Club              | \$ 4,975.00   |              | \$ 4,975.00   |
| Wage Attach #1              | \$ 904.45     |              | \$ 904.45     |
| Wage Attach #3              | \$ -          |              | \$ -          |
| DSRS Retirement Deduct 8.5% | \$ 6,361.45   |              | \$ 6,361.45   |
| 457 - Nationwide            | \$ 849.00     |              | \$ 849.00     |
| 457I - Empower              | \$ 2,170.00   |              | \$ 2,170.00   |
| 457R - Roth                 | \$ 415.00     |              | \$ 415.00     |
| MD State Tax                | \$ 583.87     |              | \$ 583.87     |
| D/VF                        | \$ 1,630.12   |              | \$ 1,630.12   |
| VA. State Tax               | \$ 192.91     |              | \$ 192.91     |
| COLONIAL(PLUS)              | \$ 84.92      |              | \$ 84.92      |
| Total Deductions            | \$ 131,849.16 | \$ -         | \$ 131,849.16 |
|                             |               |              |               |
| Net Wages Total             | \$ 261,141.24 | \$ -         | \$ 261,141.24 |
| Payroll Date                | 9-Aug-2018    |              |               |



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Angie Banks, Assessor

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

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **August 16, 2018**

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

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

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

- Exonerations – Discussion/Action
- Split Tickets – 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](http://www.jeffersoncountywv.org)



Name:

Department or Organization:

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Brief comments from ROCKWOOL North America President Trent Ogilvie providing details about the company's Ranson facility.**

Please provide the County Commission with a description of your request or presentation, including any background information:  
**Mr. Ogilvie will be sharing a PowerPoint presentation, if possible.**

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: Alisha Maddox

Email address: [amaddox@charlesryan.com](mailto:amaddox@charlesryan.com)

Phone Number: 304-419-0860

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Jacki Shadle**

Department or Organization: **County Clerk**

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

Date Requested – 1<sup>st</sup> Choice: **August 16, 2018**

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Employment Approval for Payroll Clerk**

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

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*):

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](http://www.jeffersoncountywv.org)



Name: **Nikki Painter**  
Department or Organization: **County Clerk/Elections**  
Estimation of amount of time needed for appointment: **10 minutes**  
Date Requested – 1<sup>st</sup> Choice: **August 16, 2018**  
*If a specific date is needed, please provide reason for specific date:* **Grant application is due by August 24**  
Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Grant Application/Resolution Approval**

Please provide the County Commission with a description of your request or presentation, including any background information: **The Secretary of State has \$6.51 million available to counties for HAVA grants and loans for new equipment purchases, upgrades to equipment, and bolstering cyber and physical election systems security. The County Clerk would like to apply for a grant to purchase the following:**

- 1. Backup ERM computer (results reporting computer) Will be used if the first computer fails on election night. Total cost to county \$1,312.00**
- 2. Replace the 19 current Windows 7 computers with Windows 10. Total cost to county \$8,898.83**
- 3. Mobile fold out computer security cabinet to house the ERM. Total cost to county \$65.99**
- 4. 64 integrated e-pollbook stands/printers. Total cost to county \$7,528.34**

The elections budget can cover the cost of the backup ERM and the security cabinet and IT budget will cover the cost of the computer upgrades. The only amount not covered would be the integrated e-pollbook stands. If approved we are requesting the **\$7,528.34** be taken from Capital Outlay Fund.

Is this a funding request? **Y/N**  
If so, how much? **\$7,528.34**  
Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): **Approve the resolution supporting the HAVA grant application and the possible budget impact of \$7,528.34 from the Capital Outlay Fund.**

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

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

|                                                                        |
|------------------------------------------------------------------------|
| <b>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION</b> |
|                                                                        |



# WEST VIRGINIA SECRETARY OF STATE

## HAVA Grant Application

Under W. Va. Code §3-1-48 and CSR §153-10-4

### **Overview:**

In the 2018 regular session, the West Virginia Legislature modified the account with funds from the Help America Vote Act (HAVA) of 2002 from a loan account to a grant account. Then, on March 23, 2018, an additional \$3.61 million were approved for distribution to West Virginia for the purpose of bolstering cyber and physical election systems security, upgrading voting systems, making polling places accessible, and conducting testing and training. This form is specifically designated for a *Grant* application.

### **Available Funds:**

In total, \$6.51 million are available to counties for grants or loans. The amended HAVA State Plan and Code of State Rules §153-10 provide guidance for what types of requests may be approved under HAVA. Counties applying for grants should review the State Plan and Rule to determine (1) whether the county has sufficient funds to satisfy the county obligation, and (2) the request satisfies the requirements under HAVA.

### **Application Process and Deadlines:**

Applications for grants must be submitted with required documentation to the HAVA Grant Board c/o the Secretary of State's Office during the grant period. Counties will be notified directly once the application period opens, and the period will remain open for thirty (30) days from the date of the notice. The Board will review applications and make recommendations to the State Election Commission for fund request approval.

### **Grant Application Checklist:**

Please review the following requirements and indicate the item's completion by checking the boxes below:

- Name of the county;
- Amount of the grant requested;
- Proposed use of funds, including type of equipment, software and/or services and quantity (if applicable);
- The following statements on the Grant Request Cover Page are completed, indicating:
  - o That the county has the required percentage of matching funds as required by Code of State Rules §153-10; and
  - o That the county has the authority and ability to spend the requested funds through lawful purchasing procedures no later than one hundred twenty (120) days from receipt of the award;
- An attached statement of the sources of the funds for the county match (*e.g.* bank loan, county budget, third-party loan, etc.)
- An attached statement of the county indebtedness, arrearage or obligation to the State of West Virginia or its agencies;
- An attached copy of the resolution passed by the County Commission authorizing the county to purchase election systems or election systems upgrades pursuant to the grant agreement;
- Signature of a majority of the county's Commissioners and the Clerk; and
- Date of the application.

### **Questions & Comments:**

Questions and comments concerning this program should be submitted to: Nathan Martin, State Capitol Building, Charleston, WV 25305. Telephone Number Direct Dial: (304) 356-2621.

**Grant Request Cover Page**

The County Commissioners of Jefferson County, on the 16th day of August, 2018, herein make application for a **grant** loan (circle one) in the total amount of \$ 53,245.41 for the purpose(s) of purchasing the following election equipment, software, and/or services, as detailed below, under W. Va. Code §3-1-48 and Code of State Rules §153-10.

**We, the undersigned, hereby affirm and swear by our signatures below that the County Commission has met and passed a resolution (copy attached) authorizing the County to purchase or lease the election equipment, software, and/or services in the detailed request form and attachments below and to enter into this grant agreement.**

**We further affirm and swear this County has obtained matching funds for the required County contribution towards the total cost for the below referenced equipment, software, and/or services. (Please attach a brief description of county matching funding sources and amounts.)**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

The foregoing instrument was acknowledged before me on the following date:

\_\_\_\_\_  
Clerk of the County Commission

\_\_\_\_\_  
Date

**GRANT REQUEST**

**(1) Voting Equipment/Election System Grant Request (up to fifty percent (50%) match by the State)**

**Total Estimated Cost \$** 2,624.00

**Amount Requested to be Matched by the State HAVA Funds: \$** 1,312.00

**Requested Item Description:**

This is for the purchase of a backup ERM computer from ES&S. Our current backup cannot be upgraded to  
the newest software so we have nothing in place if our main ERM computer would fail on election night.

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**(2) Software Upgrade/Purchase Grant Request (up to fifty percent (50%) match by the State)**

**Total Estimated Cost \$** 17,797.66

**Amount Requested to be Matched by the State HAVA Funds: \$** 8,898.83

**Requested Item Description:**

This would be used to replace our current computers that are running on Windows 7 with new computers running  
Windows 10. The current computers would not support an upgrade. Microsoft has warned users of Windows 7  
that it is has long outdated security architectures and are more susceptible to cyber-attacks.

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**(3) Physical Security Grant Request ( up to eighty-five percent (85%) match by the State)**

Total Estimated Cost \$ 439.95

Amount Requested to be Matched by the State HAVA Funds: \$ 373.96

**Requested Item Description:**

This would be used to purchase a mobile fold out computer security cabinet to house the ERM. The cabinet would  
add an extra layer of security during storage, transport from the storage facility to the courthouse and after the  
results are tabulated election night.

**(4) Electronic Pollbook Grant Request ( up to eighty-five percent (85%) match by the State)**

Total Estimated Cost \$ 50,188.96

Amount Requested to be Matched by the State HAVA Funds: \$ 42,660.62

**Requested Item Description:**

This would be used to purchase 64 integrated E-pollbook stands, integrated printer with power supply and power  
management board. This has the added security of locking the poll books onto the stand/printer so it cannot be  
removed. Also the battery backup has a 10 hour battery life which adds an additional 6 hours of backup.

**LIST ALL ATTACHMENTS:**

- ES&S Purchase Order for ERM Computer

- ES&S Electronic Pollbook Stand & Printer

- Quote for Windows 10 Computers from PCM

- Copy of IT budget for purchase of Windows 10 computers

- Printout of Computer Security Cabinet from

- Copy of Elections budget for ERM & Cabinet purchase

Global Industrial

**(5) ADA Grant Requests**

Grants for ADA polling place upgrades may be requested by submitting all the following documents to the Secretary of State's Office. Any request that does not include all required documentation will be rejected and the additional requirements must be resubmitted for consideration:

1. ADA Grant Federal Subrecipient Disbursement Agreement;
2. A written statement, signed by the President of the County Commission, which provides justification for the county's proposed ADA upgrades;
3. Attachment A of the Agreement certifying that no funds will be paid to any person or company for influencing or attempting to influence an officer or employee of a Member of Congress;
4. Quotes or cost estimates for products and/or services upon which the ADA Grant request is based; and
5. Any photographic or other proof of need for ADA upgrades. This proof can include a report or statement from a disability rights organization making detailed recommendations for ADA polling place accessibility improvements.

|                                                     |                                                                                                                                                |                                                                                |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <a href="https://sos.wv.gov">https://sos.wv.gov</a> | <b>Please submit to:</b><br>HAVA Grant Board<br>c/o WV Secretary of State Elections Division<br>State Capitol Building<br>Charleston, WV 25305 | <a href="mailto:Elections@wvsos.com">Elections@wvsos.com</a><br>(304) 558-6000 |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|

# RESOLUTION

RESOLUTION BY THE JEFFERSON COUNTY COMMISSION, JEFFERSON COUNTY, WEST VIRGINIA, AUTHORIZING AN APPLICATION WITH THE WEST VIRGINIA SECRETARY OF STATE ON BEHALF OF ITS COUNTY CLERK'S OFFICE FOR THE PURCHASE OF A BACKUP ERM COMPUTER, WINDOWS 10 COMPATIBLE COMPUTERS, MOBILE SECURITY COMPUTER CABINET AND INEGRATED ELECTRONIC POLLBOOK STANDS/PRINTERS.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, JEFFERSON COUNTY, WEST VIRGINIA, AS FOLLOWS:

1. That, Josh Compton, President of the Jefferson County Commission, Jefferson County, West Virginia, who is the official duly and legally authorized to execute agreements, and he is authorized to execute, to have acknowledged, and to have delivered on behalf of the Jefferson County Commission, an application with the West Virginia Secretary of State, including all understandings and assurance contained therein, and is directed and authorized to act in connection with the application and to provide such additional information as may be requested.
2. That the County Clerk of the Jefferson County Commission does properly attest the signature of said official and affix the seal of the County on said agreement.

Commissioner \_\_\_\_\_ moved for the Commission to adopt the Resolution.

Entered this 12th day August, 2018.

\_\_\_\_\_  
Josh Compton, President

Attested: \_\_\_\_\_  
Jacqueline C. Shadle, County Clerk



## 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](http://www.jeffersoncountywv.org)

PRESIDENT

*Josh Compton*

VICE PRESIDENT

*Caleb Wayne Hudson*

COMMISSIONER

*Patricia A. Noland*

COMMISSIONER

*Peter Onuszek*

COMMISSIONER

*Jane Tabb*

August 9, 2018

Nikki Painter  
Jefferson County Clerk's Office  
PO Box 250  
Charles Town, WV 25414

RE: County Indebtedness to the State of WV

The Jefferson County Commission is not in arrears, indebted to or in default on any obligations to the State of West Virginia or its agencies. Please call me at 304-724-8425 if you have any questions.

Sincerely,

Michelle Gordon

Finance Director

[mgordon@jeffersoncountywv.org](mailto:mgordon@jeffersoncountywv.org)

County Administrator  
*Stephanie Grove*

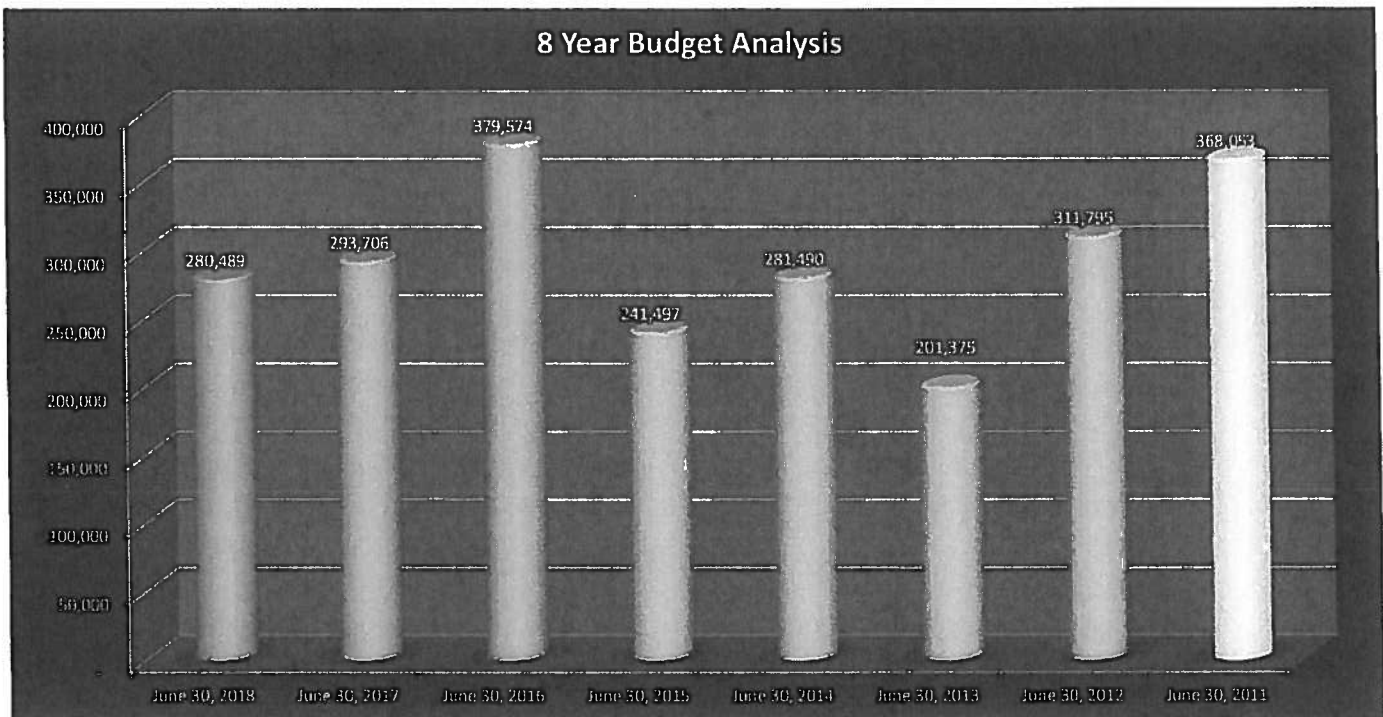
Deputy County Administrator  
*Sandy Slusher McDonald*

**BUDGET REQUEST**

Fiscal Year: 2018 - 2019  
 Department: County Clerk Elections  
 Account Number: 413

Notes: Expenditure data as of 11/30/2017

|                                       | FY17 Actual       | FY18 Budget       | FY18 YTD Actual   | % Spent YTD   | FY19 Budget Request | Working Total | Approved FY19 |
|---------------------------------------|-------------------|-------------------|-------------------|---------------|---------------------|---------------|---------------|
| <b>Personnel Services</b>             |                   |                   |                   |               |                     |               |               |
| 103 Salary & Wages of Employees       | \$ 78,861         | \$ 84,700         | \$ 34,206         | 40.38%        | \$ 84,700           |               |               |
| 104 FICA Tax - Social Security        | \$ 5,977          | \$ 9,778          | \$ 2,552          | 26.10%        | \$ 9,778            |               |               |
| 104 Medicare                          | \$ 1,398          | \$ 2,289          | \$ 597            | 26.08%        | \$ 2,289            |               |               |
| 105 Group Insurance Expense           | \$ 19,030         | \$ 4,204          | \$ 8,201          | 195.08%       | \$ 3,284            |               |               |
| 106 Retirement Expense                | \$ 11,218         | \$ 10,418         | \$ 4,139          | 39.73%        | \$ 9,471            |               |               |
| 108 Overtime                          | \$ 14,186         | \$ 10,000         | \$ 2,399          | 23.99%        | \$ 10,000           |               |               |
| 108 Extra Help                        | \$ 58,865         | \$ 63,000         | \$ 55,080         | 87.43%        | \$ 63,000           |               |               |
| <b>Total Personnel Services</b>       | <b>\$ 189,535</b> | <b>\$ 184,389</b> | <b>\$ 107,174</b> | <b>58.12%</b> | <b>\$ 182,522</b>   | <b>\$ -</b>   | <b>\$ -</b>   |
| <b>Contractual Services</b>           |                   |                   |                   |               |                     |               |               |
| 212 Printing                          | \$ 526            | \$ 900            | \$ -              | 0.00%         | \$ 1,700            |               |               |
| 214 Travel                            | \$ 935            | \$ 1,600          | \$ 1,375          | 85.94%        | \$ 1,600            |               |               |
| 216 M&R- Equipment                    | \$ 8,556          | \$ 38,000         | \$ 2,600          | 6.84%         | \$ 44,336           |               |               |
| 219 Buildings & Equipment & Rents     | \$ 3,727          | \$ 4,600          | \$ 3,290          | 71.52%        | \$ 4,600            |               |               |
| 220 Advertising & Legal Publications  | \$ 3,294          | \$ 4,500          | \$ 256            | 5.69%         | \$ 4,500            |               |               |
| 223 Professional Services             | \$ 1,575          | \$ 1,700          | \$ -              | 0.00%         | \$ 1,700            |               |               |
| <b>Total Contractual Services</b>     | <b>\$ 18,613</b>  | <b>\$ 51,300</b>  | <b>\$ 7,521</b>   | <b>14.66%</b> | <b>\$ 58,436</b>    | <b>\$ -</b>   | <b>\$ -</b>   |
| <b>Commodities</b>                    |                   |                   |                   |               |                     |               |               |
| 341 Departmental Supplies & Materials | \$ 85,558         | \$ 44,800         | \$ 7,376          | 16.46%        | \$ 44,800           |               |               |
| <b>Total Commodities</b>              | <b>\$ 85,558</b>  | <b>\$ 44,800</b>  | <b>\$ 7,376</b>   | <b>16.46%</b> | <b>\$ 44,800</b>    | <b>\$ -</b>   | <b>\$ -</b>   |
| <b>Department Grand Total</b>         | <b>\$ 293,706</b> | <b>\$ 280,489</b> | <b>\$ 122,071</b> | <b>43.52%</b> | <b>\$ 285,758</b>   | <b>\$ -</b>   | <b>\$ -</b>   |



341 Materials and Supplies

FY17 Actual \$ 85,558  
 FY18 YTD as of 11/30/2017 \$ 7,376  
 FY18 Budget \$ 44,800

| Description                           | FY19 Request  |               | FY18 YTD as of 11/30/2017 |         | FY19 Request |                | Justification/<br>Purpose         |
|---------------------------------------|---------------|---------------|---------------------------|---------|--------------|----------------|-----------------------------------|
|                                       | Mandated      | Discretionary | Mission Critical          | Request | Request      | New Initiative |                                   |
| Ballois (Card Stock/Absentee)         | 5,000         |               |                           |         |              |                | All for the 2018 General Election |
| Ballot Layout                         | 16,000        |               |                           |         |              |                |                                   |
| Ballot Coding                         | 11,000        |               |                           |         |              |                |                                   |
| Misc Election Supplies                |               | 8,000         |                           |         |              |                |                                   |
| -Security Seals                       |               |               |                           |         |              |                |                                   |
| -Early Voting Supplies                |               |               |                           |         |              |                |                                   |
| -Wallet Voter Cards                   |               |               |                           |         |              |                |                                   |
| -Mail-in Voter Forms                  |               |               |                           |         |              |                |                                   |
| -3-part voter cards                   |               |               |                           |         |              |                |                                   |
| -Absentee Voting Materials            |               |               |                           |         |              |                |                                   |
| -Replacement Supply Bags              |               |               |                           |         |              |                |                                   |
| -1 Voted Stickers                     |               |               |                           |         |              |                |                                   |
| EAC certified 4GB Jumpdrives (BACKUP) |               |               | 1,500                     |         |              |                |                                   |
| Epollbook setup/conversion            |               |               | 2,500                     |         |              |                |                                   |
| Epollbook paper rolls                 |               |               | 800                       |         |              |                |                                   |
| <b>Total</b>                          | <b>32,000</b> |               | <b>12,800</b>             |         |              |                |                                   |
| <b>Total Object Code</b>              | <b>44,800</b> |               |                           |         |              |                |                                   |

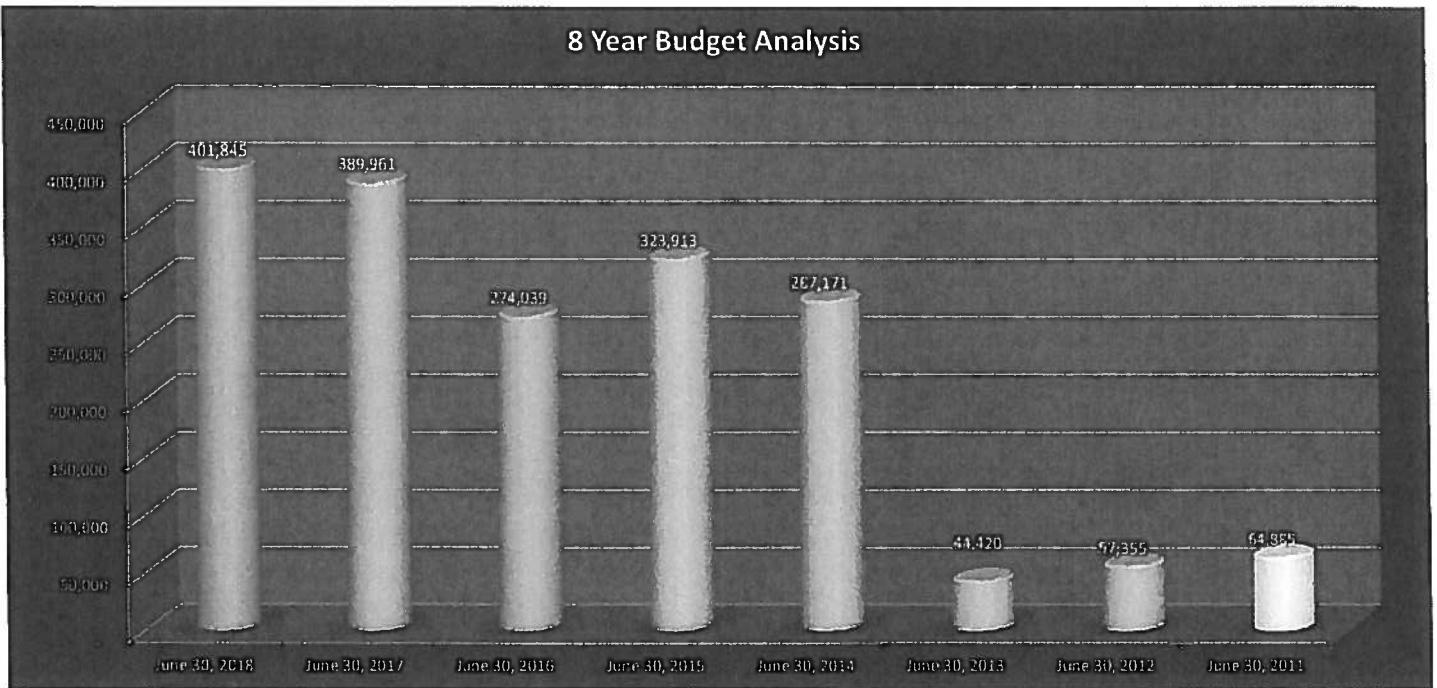
**BUDGET REQUEST**

Fiscal Year: 2018 - 2019  
 Department: Data Processing (IT)  
 Account Number: 428

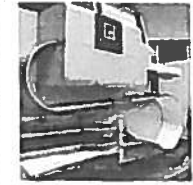
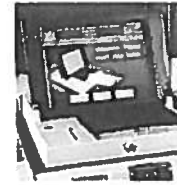
\*\* Budget Increase due to additional employee, CAD System components support,  
 \*\* Network Security Malware/Ransomware, Addtl dept support, New 911 Center support,  
 \*\* Technical Training Increase, Learning Mgmt System Implementation  
 \*\* MCX refers to the Modern Citizen Experience Initiative  
 \*\* The IT Department does NOT have a new initiative this year as we work to incorporate  
 \*\* all the department changes and inclusions into the department.

Notes: Expenditure data as of 11/30/2017

|                                       | FY17 Actual       | FY18 Budget       | FY18 YTD Actual   | % Spent YTD    | FY19 Budget Request | Working Total | Approved FY19 |
|---------------------------------------|-------------------|-------------------|-------------------|----------------|---------------------|---------------|---------------|
| <b>Personnel Services</b>             |                   |                   |                   |                |                     |               |               |
| 103 Salary & Wages of Employees       | \$ 87,943         | \$ 113,147        | \$ 45,694         | 40.38%         | \$ 163,147          |               |               |
| 104 FICA Tax - Social Security        | \$ 5,225          | \$ 7,016          | \$ 2,731          | 38.93%         | \$ 7,016            |               |               |
| 104 Medicare                          | \$ 1,222          | \$ 1,642          | \$ 639            | 38.92%         | \$ 1,641            |               |               |
| 105 Group Insurance Expense           | \$ 23,827         | \$ 25,788         | \$ 6,783          | 26.30%         | \$ 16,296           |               |               |
| 106 Retirement Expense                | \$ 10,531         | \$ 12,448         | \$ 5,026          | 40.38%         | \$ 11,316           |               |               |
| <b>Total Personnel Services</b>       | <b>\$ 128,748</b> | <b>\$ 160,041</b> | <b>\$ 60,873</b>  | <b>38.04%</b>  | <b>\$ 199,416</b>   | <b>\$ -</b>   | <b>\$ -</b>   |
| <b>Contractual Services</b>           |                   |                   |                   |                |                     |               |               |
| 211 Telephone                         | \$ 1,528          | \$ 1,850          | \$ 279            | 15.08%         | \$ 2,150            |               |               |
| 223 Professional Services             | \$ 9,312          | \$ 3,986          | \$ 10,585         | 265.55%        | \$ 10,050           |               |               |
| <b>Total Contractual Services</b>     | <b>\$ 10,840</b>  | <b>\$ 5,836</b>   | <b>\$ 10,864</b>  | <b>186.15%</b> | <b>\$ 12,200</b>    | <b>\$ -</b>   | <b>\$ -</b>   |
| <b>Commodities</b>                    |                   |                   |                   |                |                     |               |               |
| 341 Departmental Supplies & Materials | \$ 26,265         | \$ 27,500         | \$ 3,954          | 14.38%         | \$ 27,500           |               |               |
| 353 Computer Software                 | \$ 37,587         | \$ 27,500         | \$ 11,614         | 42.23%         | \$ 28,610           |               |               |
| 354 Computer Hardware                 | \$ 85,369         | \$ 64,800         | \$ 7,444          | 11.49%         | \$ 86,820           |               |               |
| 355 IT Consulting                     | \$ 52,197         | \$ 56,790         | \$ 23,794         | 41.90%         | \$ 55,290           |               |               |
| 356 Lic&Annual Fees                   | \$ 48,955         | \$ 59,378         | \$ 37,677         | 63.45%         | \$ 76,847           |               |               |
| <b>Total Commodities</b>              | <b>\$ 250,373</b> | <b>\$ 235,968</b> | <b>\$ 84,483</b>  | <b>35.80%</b>  | <b>\$ 275,067</b>   | <b>\$ -</b>   | <b>\$ -</b>   |
| <b>Department Grand Total</b>         | <b>\$ 389,961</b> | <b>\$ 401,845</b> | <b>\$ 156,220</b> | <b>38.88%</b>  | <b>\$ 486,683</b>   | <b>\$ -</b>   | <b>\$ -</b>   |







Election Systems & Software, LLC  
 11208 John Galt Blvd  
 Omaha, NE 68137

## EVS 5.2.3.0 Reporting Standard Standalone EMS System Purchase Order

July 25, 2018

Jefferson County  
 128 Industrial Blvd  
 Keameysville, WV 25430

| Qty Ord. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Price      | Ext. Price |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|          | <b>EMS WORKSTATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |            |
| 1        | <b>DELL OPTIPLEX 5050 MINI (DESKTOP)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$1,620.00 | \$1,620.00 |
|          | <ul style="list-style-type: none"> <li>● OptiPlex 5050 Mini Tower XCTO</li> <li>● Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)</li> <li>● Mini Tower Processor Heatsink 65 Watt</li> <li>● 8GB Single Channel DDR3L 1600MHz (8GBX1)</li> <li>● 3.5 inch 500GB 7200rpm Hard Disk Drive</li> <li>● AMD Radeon R5 430, 2GB (DP, SL-DVI-I)</li> <li>● DVD+/-RW Bezel</li> <li>● PCIe card with serial and parallel port, Full Height</li> <li>● Optiplex 5050 MT with 240W up to 85% efficient Power Supply (80Plus Bronze)</li> <li>● Dell KB216 Wired Multi-Media Keyboard English Black</li> <li>● Dell MS116 Wired Mouse, Black</li> <li>● Adobe Reader 11</li> <li>● Waves MaxxAudio</li> <li>● Windows 10 OS Professional Recovery 64bit - DVD, Downgraded to Windows 7</li> <li>● Intel Core i5 Processor Label</li> <li>● Dell Limited Hardware Warranty Plus Service</li> <li>● ProSupport: Next Business Day Onsite 5 Years</li> <li>● ProSupport: 7x24 Technical Support, 5 Years</li> <li>● Dell 22 Monitor   P2217H</li> </ul> |            |            |
| 1        | <b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS) - Optional</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$147.00   | \$147.00   |
| 1        | <b>*SYMANTEC ENDPOINT PROTECTION 12.1.6</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$47.00    | \$47.00    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |            |

| SERVICES |                                                    |                  |                   |
|----------|----------------------------------------------------|------------------|-------------------|
| 1        | OFF-SITE INSTALLATION                              | \$1,300.00       | \$1,300.00        |
|          | <i>-\$500 Installation Credit – per Cam Wilson</i> | <i>-\$500.00</i> | <i>-\$500.00</i>  |
|          |                                                    |                  |                   |
|          | <b>Order Total</b>                                 |                  | <b>\$2,624.00</b> |

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

**Note 2:** In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Note 3:** Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

**Note 4:** Shipping and Handling is not included in the Order Total and will be invoiced separately .

**Note 5:** Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES &S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties . ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES &S.

---

Customer Signature

Date

---

Title



**THE RIGHT  
TECHNOLOGY,  
DELIVERED**



Dear Russell Burgess,

Good news. The quote you requested is ready. Please log in to your Business Direct account to review it now.

**Quote Details**

Quote Number: 53254964623  
 Quote Label: Dell PC and Laptop Quote  
 Status: Pending Approval from Buyer  
 Date Submitted: 07/25/2018  
 Quote is valid until: 08/24/2018\*  
 Company Name: JEFFERSON COUNTY WEST VIRGINIA  
 Customer #: 167383041  
 Requested by: Russell Burgess

**Billing Address**


JEFFERSON COUNTY WEST VIRGINIA  
 Russell Burgess  
 124 E WASHINGTON ST, ACCOUNTS PAYABLE,  
 CHARLES TOWN, WV 25414  
 Phone Number: 304- 728 3284

**Shipping Address**


default shipping  
 JEFFERSON COUNTY WEST VIRGINIA  
 Russell Burgess  
 124 E WASHINGTON ST,  
 CHARLES TOWN, WV 25414  
 Phone Number: 304- 728-3284

**Shipping Method**

UPS Ground (3-7 days)

|                                                                                     | Product Description                                                                                                                                                               | PCM Part # | Mfr Part # | Qty | Unit Price | Ext. Price  |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|-----|------------|-------------|
|  | Mfr: Dell<br>OptiPlex 5050 - SFF - 1 x Core i7<br>7700 / 3.6 GHz - RAM 8 GB - SSD<br>256 GB - DVD-Writer - HD Graphics<br>630 - GigE - Win 10 Pro 64-bit -<br>monitor, none - BTS | 40600342   | K3T2W      | 18  | \$871.76   | \$15,691.68 |

Comment to this item: No comment added

|                                                                                     |                                                                                                                                                                      |          |       |   |            |            |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|---|------------|------------|
|  | Mfr: Dell<br>Latitude 3590 Core i7 8550U / 1.8<br>GHz - Win 10 Pro 64-bit - 8 GB RAM -<br>256 GB SSD - 15.6 1920 x 1080 (Full<br>HD) - Radeon 530 - Wi-Fi, Bluetooth | 40970748 | MMV2F | 2 | \$1,052.99 | \$2,105.98 |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|---|------------|------------|

Comment to this item: No comment added

**Comments:**

Jeffery Dalling: Tinadawn,

Good afternoon! Thank you for your quote request! The quote is attached per your request. These items are in stock and ready to ship.

Kind regards,

Jeff Dalling

|                        |                    |
|------------------------|--------------------|
| Group Subtotal:        | \$17,797.66        |
| Estimated Sales Tax:   | \$0.00             |
| Shipping (UPS Ground): | \$0.00             |
| <b>Total:</b>          | <b>\$17,797.66</b> |

\* Promotional pricing is limited to the duration of the specific promotion, and is subject to change.

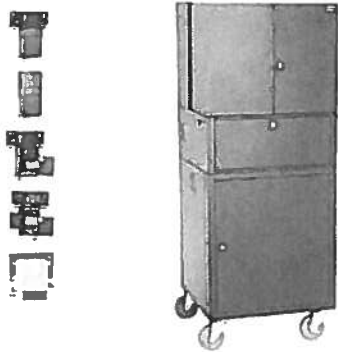
If you have any questions regarding your order, contact your Account Representative, Jeffery Dalling at (208)272-9369 Ext or eMail at [Jeffery.Dalling@pcm.com](mailto:Jeffery.Dalling@pcm.com)

Thanks again for shopping at PCM Business Direct

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Home Furniture & Office Computer Furniture Computer Cabinets Mobile Fold-Out Computer Cabinets



Rollover image to zoom in

[See all 4 items in product family.](#)

**Mobile Fold-Out Computer Security Cabinet, Black, Unassembled**

Item #: WG695429BK

Email Print

Ships same day.

[3 reviews](#) | [Write a review](#)

Price: \$ 439.95

Quantity:

Add to list

Customers Who Viewed This Also Viewed

- [Mobile Fold-Out Computer Security Cabinet - Black.](#)
- [Mobile Computer Cabinet 27\"](#)
- [Mobile Security LCD Computer Cabinet Enclosure - Blue](#)

Frequently Purchased Together



Optional Door with Acrylic Window For Fold-Out  
Not Yet Rated

Add \$39.95



AC Fan Kit For Computer Security Cabinet & Audio-  
(15)

Add \$46.95



Dual Sided Electrical Outlet with 15 FT Power Cord

Add \$49.95

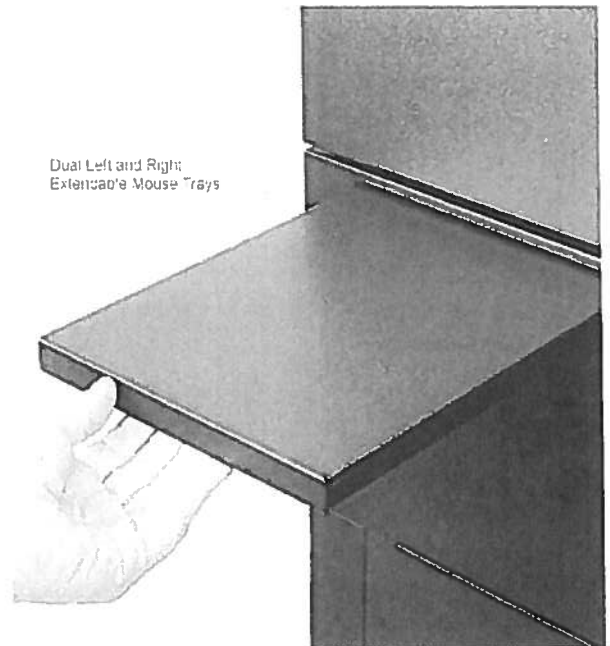
Product Information

Mobile Fold-Out Computer Security Cabinet, Black, Unassembled

This Mobile Fold-Out Computer Security Cabinet features two fold-out storage cubbies that also double as a locking security enclosure. Each storage cubby measures 12\"W x 11\"D x 16 1/4\"H and has an adjustable shelf. Powerful magnetic stops hold the cubbies in place, and makes it a breeze to close. When opened, your monitor and a 24 1/2\"W x 11 1/8\"D work surface is revealed with ample space for a keyboard (up to 2 1/2\" max height) and writing surface. The monitor interior dimensions are 24 3/8\"W x 10 1/4\"D x 19 1/2\"H and can fit monitors up to 24\". Also featured are both left and right retractable 10\"W x 7 3/4\"D mouse trays providing even more work space. The middle locking cabinet can be used for storage or for your desktop PC. The middle cabinet interior measures 24 3/8\"W x 9\"H x 21\"D, large enough for almost any desktop computer. It comes with front and rear locking doors for ultimate convenience. Middle cabinet door openings measure 22\"W x 8 1/2\"H. The bottom cabinet also incorporates a front a rear locking door as well as a height-adjustable shelf for peripherals or other items. Moves on 4 industrial swivel casters (2 with brakes). Optional accessories include up to 4 cooling fans (1 for the top, 1 for the middle cabinet, and 2 for the bottom cabinet), a dual-sided power outlet, a CPU side cabinet, side pocket or a set of two folding shelves. All locks are keyed alike for convenience. Easy assembly.

Dimensions:

- Each storage cubby interior - 12\"W x 11\"D x 16 1/4\"H
- Monitor interior - 24 3/8\"W x 10 1/4\"D x 19 1/2\"H
- Mouse tray - 10\"W x 7 3/4\"D
- Middle cabinet interior - 24 3/8\"W x 9\"H x 21\"D
- Lower compartment interior - 20 3/4\"W x 21\"D x 23 1/4\"H
- Whole cabinet - 24 1/2\"W x 22 1/2\"D x 61 1/2\"H
- Also available in fully-assembled unit (model# 695429BKA)



Dual Left and Right Extendable Mouse Trays

Product Specifications

|               |                    |
|---------------|--------------------|
| BRAND         | Global Industrial™ |
| WIDTH INCHES  | 24-1/2             |
| DEPTH INCHES  | 22-1/2             |
| HEIGHT INCHES | 61-1/2             |







Have A Question About This Product?

0 Question | 0 Answer

|                      |                                  |
|----------------------|----------------------------------|
| COLOR FINISH         | Black                            |
| CONSTRUCTION         | Steel                            |
| DESCRIPTION          | Mobile Fold-Out Computer Cabinet |
| CASTERS              | 4 Swivel (2 Locking)             |
| MONITOR SIZE MAXIMUM | 24"                              |
| ENCLOSURE TYPE       | Display & CPU                    |
| ASSEMBLY             | Unassembled                      |

[Read All Q&A](#) [Ask a Question](#)  
[Answer A Question](#)

Customers Who Viewed This Also Viewed

|                                                                                   |                                                                                   |                                                                                   |                                                                                    |                                                                                     |                                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |
| Mobile Security LCD Computer Cabinet                                              | Mobile Security LCD Computer Cabinet                                              | Omnimed® Mobile Tablet Stand, 22" Diameter Base.                                  | Optional Door with Acrylic Window For Fold-Out                                     | Security Computer CPU Enclosed Cabinet Side Car -                                   | AC Fan Kit For Computer Security Cabinet & Audio-                                   |
| Not Yet Rated                                                                     |                                                                                   | Not Yet Rated                                                                     | Not Yet Rated                                                                      |                                                                                     |                                                                                     |
| \$549.00                                                                          | \$549.00                                                                          | \$429.95                                                                          | \$39.95                                                                            | \$104.95                                                                            | \$46.95                                                                             |

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| Qty. | Item # |
| Qty. | Item # |
| Qty. | Item # |
| Qty. | Item # |

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- MROTrak
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**Jefferson County, West Virginia**  
**Electronic Pollbook Quote**  
*Submitted by Election Systems and Software, LLC*

| Description                                                                                                                                                                                                                   | UOM      | Qty | Unit Price | Total Price        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------------|--------------------|
| <b>Integrated Pollbook Stand:</b>                                                                                                                                                                                             |          |     |            |                    |
| Integrated Pollbook Stand, Integrated Printer with Power Supply and Power Management Board, 4-Port USB Hub, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, 6-ft Power Cable, and Carrying Case | Each     | 64  | \$655.00   | \$41,920.00        |
| <b>Extended Battery:</b>                                                                                                                                                                                                      |          |     |            |                    |
| 10 Hour Emergency Backup Battery                                                                                                                                                                                              | Each     | 64  | \$47.00    | \$3,008.00         |
| ExpressPass Power Cord                                                                                                                                                                                                        | Each     | 64  | \$8.64     | \$552.96           |
| Thermal Printer Paper - 300 ft Roll                                                                                                                                                                                           | Each     | 64  | \$2.00     | \$128.00           |
| <b>Implementation Services:</b>                                                                                                                                                                                               |          |     |            |                    |
| Acceptance Testing                                                                                                                                                                                                            | Per Day  | 2   | \$1,650.00 | \$3,300.00         |
| Shipping (ExpressPoll Hardware & Software)                                                                                                                                                                                    | Per Unit | 64  | \$20.00    | \$1,280.00         |
| One-Year Hardware Warranty                                                                                                                                                                                                    | N/A      |     |            | Included           |
| <b>Order Total</b>                                                                                                                                                                                                            |          |     |            | <b>\$50,188.96</b> |

**Footnotes:**

1. Pricing valid for thirty (30) calendar days and is subject to change without notice thereafter.

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Bill Polk

Department or Organization: Maintenance Department

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: July 19, 2018

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): Presentation Maintenance Department Quarterly Report

Please provide the County Commission with a description of your request or presentation, including any background information:  
I would like to present the Maintenance Department report for April 1 – June 30, 2018

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    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



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

---

Jefferson County Maintenance Department  
Quarterly Report  
April 2018 – June 2018

**Completed Work Orders:**

The Maintenance Department completed the following work orders for April 1, 2018 – June 30, 2018. Work orders are completed on every task performed by maintenance employees.

Work orders completed for calls for service.....360  
Work orders completed for preventive tasks.....1050  
Work orders completed for preventive auto maintenance....107  
Work orders completed for auto mechanic equipment.....24  
Work Orders completed for walk-ins for auto mechanic.....64  
**Total work orders completed for April 1st – June 30<sup>th</sup>, 2018.....1605**

**On-Call Personnel Call Outs and Overtime:**

On-call maintenance staff was called out during off-hours a total of 14 times for this quarter resulting in 24 hours of overtime. Maintenance staff worked a total of 86.5 hours of overtime in this quarter.

**Phone Calls:**

Office staff received 1777 incoming phone calls for the month of June.

**Summary of Various Tasks and/or Special Projects:**

- Visitor's Center: Various meetings have been conducted with maintenance staff, CVB staff and the architects for the project.
- Courthouse Windows: The work on the Courthouse windows began during this quarter and is still ongoing. An extension was requested from the Courthouse Facilities Improvement Authority grant in order to finish this project and receive the approved grant funding. We are still waiting on a decision on the extension request.
- Reininger Building Fire Escape: This project is still ongoing.
- Downtown Campus Parking Lots: We are currently working with ZMM Architects on redesigning the layout of the parking lots for the downtown campus.
- Hunter House Windows: This project is still ongoing.
- Pigeons: The pigeon project is going well. We have caught and relocated approximately 90 pigeons.
- Judicial 2<sup>nd</sup> Floor Mini-Courtroom: Received an additional drawing for another mini courtroom on the 2<sup>nd</sup> floor of the Judicial Center. The drawing has been provided to the magistrates.
- Document Destruction: We saved approximately \$600 for document destruction for the Prosecuting Attorney's office by using Halltown Paperboard. Halltown charges only \$35 per load to destroy documents. Document shredding companies charge by the box. This same load of documents would have cost approximately \$600 through a shredding company.

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Bill Polk**

Department or Organization: **Maintenance**

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

Date Requested – 1<sup>st</sup> Choice: **July 19, 2018**

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Approval of Revised Job Descriptions and Supervisory Roles – Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information: **To provide a more efficient work flow and improved accountability, I am requesting the approval of revised job descriptions for the Maintenance Department to add supervisory duties to the Maintenance Mechanics, Carpenter, Administrative Assistant, and Office Assistant. Job descriptions for Helpers, Laborers and Custodians have been changed to reflect the supervisory changes. Minor changes were made to all job descriptions to reflect changes in duties and responsibilities that have occurred since the job descriptions were originally written in April, 2009.**

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 approve the changes to the Maintenance Department job descriptions, as requested.**

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



**Jefferson County  
Job Description**

|                        |                          |                     |                                |
|------------------------|--------------------------|---------------------|--------------------------------|
| <b>Position Title:</b> | Administrative Assistant | <b>Grade Level:</b> | III                            |
| <b>Department</b>      | Maintenance Department   | <b>Date:</b>        | April 16, 2009<br>Rev. 7/19/18 |
| <b>Reports to:</b>     | Maintenance Director     | <b>FLSA Status</b>  | NE                             |

**Statement of Duties:** The employee provides clerical and secretarial support services to the Maintenance Department. Employee is required to perform all similar or related duties.

**Supervision Required:** Under general supervision of the Maintenance Director, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed. In many cases, the work is self checking, for example, requiring accounts to balance before proceeding.

**Supervisory Responsibility:** Employee is responsible for the supervision of up to 4 full time custodians. Supervisory responsibility include oversight of workflow, provide direction, ensure that employees meet performance expectation, work with Maintenance Director to prepare performance evaluation, report to the maintenance director any performance or discipline problems. Communicate with the Office Assistant when working with one of their assigned employees of the quality of their work performance either problems or anything positive.

**Confidentiality:** Employee has access to department records.

**Accountability:** Consequences of errors, missed deadlines or poor judgment may include adverse public relations, or missed deadlines.

**Judgment:** Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation or guideline.

**Complexity:** The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

**Work Environment:** The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours.

Maintenance Department  
Administrative Assistant  
4/16/09

**Jefferson County  
Job Description**

**Nature and Purpose of Public Contact:** Relationships with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, and/or contractors. More than ordinary courtesy, tact, and diplomacy may be required to resolve complaints or deal with uncooperative or uninformed persons.

**Occupational Risk:** Working conditions involve occasional exposure to unpleasant elements such as odors, chemical fumes, heat, or cold. Work may involve general cleaning, occasional work at heights or in confined or cramped quarters, or work around machinery and its moving parts. Work may also involve occasional mental stress, such as completing several unrelated tasks within a relatively short period of time.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

1. Works alone or as a member of the Maintenance team to ensure smooth operations and satisfaction of departments served by the Maintenance Department.
2. Responsible for directing, overseeing, and coordinating the work of the custodians. Work with maintenance director to prepare performance evaluation. Report performance or discipline problems to the maintenance director. Accountable for any unreported performance or discipline problems of assigned employees.
3. Responsible for delegating and assigning task, jobs, work orders, etc. to Maintenance Mechanics, Carpenter, Auto Mechanic, Helpers, Custodians, and Laborers.
4. Ensures that safety is maintained at all times on the interior/exterior of buildings.
5. Answers telephones for the Maintenance Department and assists callers with inquiries or requests for service.
6. Performs clerical duties including, but not limited to, data entry, faxing, copying, filing, maintaining inventory for supplies and placing orders, dealing with vendors, and scheduling meetings and appointments.
7. Receives and requests orders for services from department employees and other County employees and processes work orders.
8. Maintains department database system, including but not limited to the processing and status of work orders and the inventory of supplies and equipment.

Maintenance Department  
Administrative Assistant  
4/16/09

**Jefferson County  
Job Description**

9. Processes departmental expenses for payment. Tracks and submits all maintenance employee's p-card expenditures for payment. Monitors budget lines to make sure expenditures are within the budget.
10. Prepares grants proposals and applications by researching and submitting all required documentation. Maintains accurate records for any approved grants and ensures that the required reporting and financial draws are submitted within the grant's required timelines.
11. Administers the County's VOIP phone system and fax server. Adds, updates and/or removes phone/fax users, programs telephones, organizes call flow, troubleshoots outages, and provides assistance to telephone users.
12. Maintains accurate payroll and work hour records for all maintenance employees. Prepares and submits timesheets for payroll. Tracks and monitors leave records for all maintenance employees.
13. Responds to emergencies at any time.
14. Promotes positive relationships with other departments and the public.

**Recommended Minimum Qualifications:**

**Education and Experience:** High School degree or equivalent with one to three (1-3) years related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

**Special Requirements:** A valid driver's license is required for this position. Must pass a background check.

**Knowledge, Abilities and Skill**

**Knowledge:** Common policies, practices and procedures of the department and office operations; laws and regulations pertinent to position functions. Working knowledge of the computer programs in support of department operations.

**Abilities:** Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks and maintain confidential information.

**Skills:** Proficient personal computer skills, proofreading and editing skills, organizational skills, mathematical skills, recordkeeping and clerical skills, written and oral communication skills.

**Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

Maintenance Department  
Administrative Assistant  
4/16/09

**Jefferson County  
Job Description**

**Physical Demands:** Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as books, office equipment, and computer paper.

**Motor Skills:** Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a telephone system, computer and/or most other office equipment, typing and/or word processing, filing, and sorting.

**Visual Demands:** Visual demands require the employee to constantly read documents for general understanding, proofreading and editing.

**Jefferson County  
Job Description**

|                        |                                        |                     |                                |
|------------------------|----------------------------------------|---------------------|--------------------------------|
| <b>Position Title:</b> | Custodian                              | <b>Grade Level:</b> | II                             |
| <b>Department</b>      | Maintenance Department                 | <b>Date:</b>        | April 16, 2009<br>Rev. 7/19/18 |
| <b>Reports to:</b>     | Administrative and/or Office Assistant | <b>FLSA Status</b>  | NE                             |

**Statement of Duties:** The employee is responsible for the cleanliness, orderliness and proper appearance of the County facilities assigned. Employee is required to perform all similar or related duties.

**Supervision Required:** Under general supervision of an assigned Administrative and/or Office Assistant, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed. The employee will report to their assigned supervisor but will also take direction from the other Administrative Assistant/Office Assistant.

**Supervisory Responsibility:** Employee, as a regular and continuing part of the job, does not supervise other employees.

**Confidentiality:** Employee does not have access to confidential information.

**Accountability:** Consequences of errors, missed deadlines or poor judgment may include adverse public relations.

**Judgment:** Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation or guideline.

**Complexity:** The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

**Work Environment:** The work environment involves everyday discomforts typical of offices with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours

**Nature and Purpose of Public Contact:** Relationships are primarily with co-workers incidental to the purpose of the work involving giving and receiving factual information about the work.

Maintenance Department  
Custodian  
4/16/09

**Jefferson County  
Job Description**

Ordinary courtesy and tact are required. Contacts with the public may be required on an occasional basis.

**Occupational Risk:** Working conditions involve occasional exposure to unpleasant elements such as odors, chemical fumes, heat, or cold. Work may involve general cleaning, occasional work at heights or in confined or cramped quarters, or work around machinery and its moving parts. Work may also involve occasional mental stress, such as completing several unrelated tasks within a relatively short period of time.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

1. Clean County buildings, including but not limited to sweeping, scrubbing, mopping, waxing and/or buffing floors, vacuuming and shampooing carpets, cleaning surfaces and baseboards, polishing glass, furniture, fixtures and woodwork, washing windows and emptying and cleaning garbage receptacles.
2. Clean and maintain bathrooms, toilets, showers, locker rooms and fixtures and ensure all bathroom necessities are provided.
3. Ensures the appropriate inventory of supplies.
4. Work alone, or as a member of the Maintenance team, to ensure smooth operations and satisfaction of departments served by the maintenance Department.
5. Ensures that safety is maintained at all times on the interior/exterior of the buildings for which responsible.
6. Maintains an awareness of maintenance deficiencies and corrects and/or reports such deficiencies to the Director of Maintenance or Office Assistant.
7. Responds to emergencies at any time.
8. Promotes positive relationships with other departments and the public.
9. Refer all requests from other departments to maintenance office staff unless the request is an emergency.

**Recommended Minimum Qualifications:**

**Education and Experience:** High School degree or equivalent with one to three (1-3) years related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of

Maintenance Department  
Custodian  
4/16/09

**Jefferson County  
Job Description**

the job.

**Special Requirements:** A valid driver's license is required for this position. Must pass a background check.

**Knowledge, Abilities and Skill**

**Knowledge:** Common policies, practices and procedures of the department and building maintenance. Working knowledge of the safety precautions, supplies and materials needed to perform duties.

**Abilities:** Work independently and be self-motivated.

**Skills:** Efficient and thorough cleaning and maintenance of buildings and grounds, and attention to detail.

**Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

**Physical Demands:** Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper.

**Motor Skills:** Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as sweeping, scrubbing, cleaning, and moving objects.

**Visual Demands:** Visual demands include reading documents for general understanding.

**Jefferson County  
Job Description**

|                        |                                       |                     |                                |
|------------------------|---------------------------------------|---------------------|--------------------------------|
| <b>Position Title:</b> | Laborer                               | <b>Grade Level:</b> | II                             |
| <b>Department</b>      | Maintenance Department                | <b>Date:</b>        | April 16, 2009<br>Rev. 7/19/18 |
| <b>Reports to:</b>     | Maintenance Mechanic and/or Carpenter | <b>FLSA Status</b>  | NE                             |

**Statement of Duties:** The employee is responsible for the cleanliness, orderliness and proper appearance of the Courthouse and county facilities. Employee is required to perform all similar or related duties.

**Supervision Required:** Under general supervision of an assigned Maintenance Mechanic, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed. The employee will report to their assigned supervisor but will also work under the supervision of other Maintenance Mechanics/Carpenter.

**Supervisory Responsibility:** Employee, as a regular and continuing part of the job, does not supervise other employees.

**Confidentiality:** Employee does not have access to confidential information.

**Accountability:** Consequences of errors, missed deadlines or poor judgment may include adverse public relations, labor/material costs and danger to public health/safety.

**Judgment:** Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation or guideline.

**Complexity:** The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

**Work Environment:** The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours.

**Nature and Purpose of Public Contact:** Relationships are primarily with co-workers incidental to the purpose of the work involving giving and receiving factual information about the work.

Maintenance Department  
Laborer  
4/16/09

## Jefferson County Job Description

Ordinary courtesy and tact are required. Contacts with the public may be required on an occasional basis.

**Occupational Risk:** Working conditions involve occasional exposure to unpleasant elements such as odors, chemical fumes, heat, or cold. Work may involve general cleaning, occasional work at heights or in confined or cramped quarters, or work around machinery and its moving parts. Work may also involve occasional mental stress, such as completing several unrelated tasks within a relatively short period of time.

### **Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

1. Assists custodial staff as needed and will perform custodial duties when custodial staff are absent. Custodial duties include: clean Courthouse and other county facilities, including but not limited to sweeping, scrubbing, mopping, waxing and/or buffing floors, vacuuming and shampooing carpets, cleaning surfaces and baseboards, polishing glass, furniture, fixtures and woodwork, washing windows and emptying and cleaning garbage receptacles. Clean and maintain bathrooms, toilets, showers, locker rooms and fixtures and ensure all bathroom necessities are provided.
2. Assists in the moving of furniture or equipment.
3. Work alone, or as a member of the Maintenance team, to ensure smooth operations and satisfaction of departments served by the maintenance Department.
4. Performs ground maintenance, including but not limited to lawn care, snow removal, leaf removal, and litter removal.
5. Ensures that safety is maintained at all times on the interior/exterior of the buildings for which responsible.
6. Performs light maintenance, including but not limited to minor electrical work, plumbing, and HVAC work, changing bulbs, changing filters, etc.
7. Paint and perform other office upkeep, maintenance and renovation work.
8. Assists with the transporting of equipment and materials between County buildings.
9. Maintains an awareness of maintenance deficiencies and corrects and/or reports such deficiencies to the Director of Maintenance or office staff.
10. Responds to emergencies at any time.

Maintenance Department  
Laborer  
4/16/09

**Jefferson County  
Job Description**

11. Assist and report to the Maintenance Mechanic and take on-site direction.
12. Promotes positive relationships with other departments and the public.
13. Refer all requests from other departments to maintenance office staff unless the request is an emergency.

**Recommended Minimum Qualifications:**

**Education and Experience:** High School degree or equivalent with one to three (1-3) years of related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

**Special Requirements:** A valid driver's license is required for this position. Must pass a background check.

**Knowledge, Abilities and Skill**

**Knowledge:** Common policies, practices and procedures of the department and building maintenance. Working knowledge of the safety precautions, supplies and materials needed to perform duties.

**Abilities:** Work independently and be self-motivated.

**Skills:** Efficient and thorough maintenance and repair of buildings and grounds.

**Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

**Physical Demands:** Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting heavy objects and carrying them. There may be need to stretch and reach to retrieve materials. Usually, the work will require extended physical effort over a significant portion of the work day.

**Motor Skills:** Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing a ladder.

**Visual Demands:** Visual demands include reading documents for general understanding.

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Nathan Cochran, Assistant Prosecuting Attorney**

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **August 16, 2018**

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

Date Requested – 2<sup>nd</sup> 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 #2018-C-99. Discussion/Action.
4. Discussion of US District Court Civil Action #2:18-CV-1077. Discussion/Action.
5. Collection of delinquent Ambulance fees. Consultation with counsel. 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](http://www.jeffersoncountywv.org)



Name: **Pete Dougherty, Sheriff**

Department or Organization: **Jefferson County Sheriffs Office**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1<sup>st</sup> Choice:

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

**August 17, 2018**

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

**1. Approve Ramses Coly; Victor Jones; Shawn Cross and Jessica Rolin as Jefferson County Deputy Sheriff Reserves. Each has successfully completed the Eastern Panhandle Deputy Sheriffs Reserve Academy. This includes approximately 200 hours of class room and on-the-road practical experiential training.**

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*):

**[Item. 1] I move that Ramses Coly; Victor Jones; Shawn Cross and Jessica Rolin be approved as a Jefferson County Deputy Sheriff Reserves.**

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





# Office of Sheriff and Treasurer of Jefferson County

Law Enforcement Office  
102 Industrial Blvd  
Kearneysville, WV 25430  
304-728-3205  
Fax: 304-728-3299

Tax Office  
PO Box 9  
Charles Town, WV 25414  
304-728-3220  
Fax: 304-728-4034

August 6, 2018

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

RE: Sheriff's Commission

Dear Commissioners:

Attached is a copy of the computation of the 2018 Sheriff's Commission report for your approval.

Should you have any questions or are in need of additional information, please don't hesitate to ask.

Sincerely,

Peter H. Dougherty  
Sheriff and Treasurer  
Jefferson County

RECEIVED

AUG 06 2018

County Commission  
of Jefferson County, WV

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-SCHOOL CURRENT

|                                                  |                          |
|--------------------------------------------------|--------------------------|
| Current Year Taxes                               | 17,576,685.33            |
| Additional Levies                                | <u>23,585.26</u>         |
| A. Total Taxes Levied                            | 17,600,270.59            |
| Less: Exoneration without refund<br>& Bankruptcy | -10,739.22               |
| Exoneration with refund                          | <u>-27.99</u>            |
| B. Total Net Levy                                | 17,589,503.38            |
| Less: Ending Accounts Receivable                 | <u>-994,059.70</u>       |
| C. Net Current Year Taxes                        | 16,595,443.68            |
| Less: 85% of Net Levy                            | <u>-14,951,077.87</u>    |
| D. Current Year Taxes over 85%                   | 1,644,365.81             |
| Less: 5% of Net Levy                             | <u>-879,475.17</u>       |
| E. Collections over 90% Level                    | 764,890.64               |
| Less: 5% of Net Levy                             | <u>-879,475.17</u>       |
| F. Collections over 95% Level                    | -114,584.53              |
| 2.5% of Collections over 85% Level               | 41,109.15                |
| 1.0% of Collections over 90% Level               | 7,648.91                 |
| 1.5% of Collections over 95% Level               | <u>.00</u>               |
| Total                                            | <u>48,758.06</u>         |
| Portion of Sheriff's Commission paid             | <u>4,745.96</u><br>===== |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-SCHOOL PER IMPROVE.

|                                                  |                      |
|--------------------------------------------------|----------------------|
| Current Year Taxes                               | 1,703,307.58         |
| Additional Levies                                | <u>2,285.62</u>      |
| A. Total Taxes Levied                            | 1,705,593.20         |
| Less: Exoneration without refund<br>& Bankruptcy | -1,040.63            |
| Exoneration with refund                          | <u>-2.70</u>         |
| B. Total Net Levy                                | 1,704,549.87         |
| Less: Ending Accounts Receivable                 | <u>-96,331.46</u>    |
| C. Net Current Year Taxes                        | 1,608,218.41         |
| Less: 85% of Net Levy                            | <u>-1,448,867.39</u> |
| D. Current Year Taxes over 85%                   | 159,351.02           |
| Less: 5% of Net Levy                             | <u>-85,227.49</u>    |
| E. Collections over 90% Level                    | 74,123.53            |
| Less: 5% of Net Levy                             | <u>-85,227.49</u>    |
| F. Collections over 95% Level                    | -11,103.96           |
| 2.5% of Collections over 85% Level               | 3,983.78             |
| 1.0% of Collections over 90% Level               | 741.24               |
| 1.5% of Collections over 95% Level               | <u>.00</u>           |
| Total                                            | <u>4,725.02</u>      |
| Portion of Sheriff's Commission paid             | 459.92<br>=====      |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-Municipal-BOLIVAR CORP

|                                                  |                       |
|--------------------------------------------------|-----------------------|
| Current Year Taxes                               | 102,232.69            |
| Additional Levies                                | <u>112.92</u>         |
| A. Total Taxes Levied                            | 102,345.61            |
| Less: Exoneration without refund<br>& Bankruptcy | -7.21                 |
| Exoneration with refund                          | <u>.00</u>            |
| B. Total Net Levy                                | 102,338.40            |
| Less: Ending Accounts Receivable                 | <u>-6,725.08</u>      |
| C. Net Current Year Taxes                        | 95,613.32             |
| Less: 85% of Net Levy                            | <u>-86,987.64</u>     |
| D. Current Year Taxes over 85%                   | 8,625.68              |
| Less: 5% of Net Levy                             | <u>-5,116.92</u>      |
| E. Collections over 90% Level                    | 3,508.76              |
| Less: 5% of Net Levy                             | <u>-5,116.92</u>      |
| F. Collections over 95% Level                    | -1,608.16             |
| 2.5% of Collections over 85% Level               | 215.64                |
| 1.0% of Collections over 90% Level               | 35.09                 |
| 1.5% of Collections over 95% Level               | <u>.00</u>            |
| Total                                            | <u>250.73</u>         |
| Portion of Sheriff's Commission paid             | <u>24.90</u><br>===== |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-Municipal-CHARLES TOWN CORP

|                                                  |                    |
|--------------------------------------------------|--------------------|
| Current Year Taxes                               | 1,117,944.79       |
| Additional Levies                                | <u>2,552.63</u>    |
| A. Total Taxes Levied                            | 1,120,497.42       |
| Less: Exoneration without refund<br>& Bankruptcy | -232.66            |
| Exoneration with refund                          | <u>.00</u>         |
| B. Total Net Levy                                | 1,120,264.76       |
| Less: Ending Accounts Receivable                 | <u>-74,175.55</u>  |
| C. Net Current Year Taxes                        | 1,046,089.21       |
| Less: 85% of Net Levy                            | <u>-952,225.05</u> |
| D. Current Year Taxes over 85%                   | 93,864.16          |
| Less: 5% of Net Levy                             | <u>-56,013.24</u>  |
| E. Collections over 90% Level                    | 37,850.92          |
| Less: 5% of Net Levy                             | <u>-56,013.24</u>  |
| F. Collections over 95% Level                    | -18,162.32         |
| 2.5% of Collections over 85% Level               | 2,346.60           |
| 1.0% of Collections over 90% Level               | 378.51             |
| 1.5% of Collections over 95% Level               | <u>.00</u>         |
| Total                                            | <u>2,725.11</u>    |
| Portion of Sheriff's Commission paid             | 270.91<br>=====    |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-Municipal-HARPERS FERRY CORP

|                                                  |                       |
|--------------------------------------------------|-----------------------|
| Current Year Taxes                               | 62,730.43             |
| Additional Levies                                | <u>61.20</u>          |
| A. Total Taxes Levied                            | 62,791.63             |
| Less: Exoneration without refund<br>& Bankruptcy | -28.08                |
| Exoneration with refund                          | <u>.00</u>            |
| B. Total Net Levy                                | 62,763.55             |
| Less: Ending Accounts Receivable                 | <u>-4,700.57</u>      |
| C. Net Current Year Taxes                        | 58,062.98             |
| Less: 85% of Net Levy                            | <u>-53,349.02</u>     |
| D. Current Year Taxes over 85%                   | 4,713.96              |
| Less: 5% of Net Levy                             | <u>-3,138.18</u>      |
| E. Collections over 90% Level                    | 1,575.78              |
| Less: 5% of Net Levy                             | <u>-3,138.18</u>      |
| F. Collections over 95% Level                    | -1,562.40             |
| 2.5% of Collections over 85% Level               | 117.85                |
| 1.0% of Collections over 90% Level               | 15.76                 |
| 1.5% of Collections over 95% Level               | <u>.00</u>            |
| Total                                            | <u>133.61</u>         |
| Portion of Sheriff's Commission paid             | <u>13.61</u><br>===== |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-Municipal-RANSON CORP

|                                                  |                        |
|--------------------------------------------------|------------------------|
| Current Year Taxes                               | 1,147,650.51           |
| Additional Levies                                | <u>2,362.76</u>        |
| A. Total Taxes Levied                            | 1,150,013.27           |
| Less: Exoneration without refund<br>& Bankruptcy | -319.99                |
| Exoneration with refund                          | <u>-5.36</u>           |
| B. Total Net Levy                                | 1,149,687.92           |
| Less: Ending Accounts Receivable                 | <u>-76,065.32</u>      |
| C. Net Current Year Taxes                        | 1,073,622.60           |
| Less: 85% of Net Levy                            | <u>-977,234.73</u>     |
| D. Current Year Taxes over 85%                   | 96,387.87              |
| Less: 5% of Net Levy                             | <u>-57,484.40</u>      |
| E. Collections over 90% Level                    | 38,903.47              |
| Less: 5% of Net Levy                             | <u>-57,484.40</u>      |
| F. Collections over 95% Level                    | -18,580.93             |
| 2.5% of Collections over 85% Level               | 2,409.70               |
| 1.0% of Collections over 90% Level               | 389.03                 |
| 1.5% of Collections over 95% Level               | <u>.00</u>             |
| Total                                            | <u>2,798.73</u>        |
| Portion of Sheriff's Commission paid             | <u>278.19</u><br>===== |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-Municipal-SHEPHERDSTOWN CORP

|                                                  |                    |
|--------------------------------------------------|--------------------|
| Current Year Taxes                               | 175,860.41         |
| Additional Levies                                | <u>-7.29</u>       |
| A. Total Taxes Levied                            | 175,853.12         |
| Less: Exoneration without refund<br>& Bankruptcy | .00                |
| Exoneration with refund                          | <u>.00</u>         |
| B. Total Net Levy                                | 175,853.12         |
| Less: Ending Accounts Receivable                 | <u>-10,836.92</u>  |
| C. Net Current Year Taxes                        | 165,016.20         |
| Less: 85% of Net Levy                            | <u>-149,475.15</u> |
| D. Current Year Taxes over 85%                   | 15,541.05          |
| Less: 5% of Net Levy                             | <u>-8,792.66</u>   |
| E. Collections over 90% Level                    | 6,748.39           |
| Less: 5% of Net Levy                             | <u>-8,792.66</u>   |
| F. Collections over 95% Level                    | -2,044.27          |
| 2.5% of Collections over 85% Level               | 388.53             |
| 1.0% of Collections over 90% Level               | 67.48              |
| 1.5% of Collections over 95% Level               | <u>.00</u>         |
| Total                                            | <u>456.01</u>      |
| Portion of Sheriff's Commission paid             | 44.85<br>=====     |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-SCHOOL EXCESS LEVY

|                                                  |                          |
|--------------------------------------------------|--------------------------|
| Current Year Taxes                               | 20,793,037.58            |
| Additional Levies                                | <u>27,901.09</u>         |
| A. Total Taxes Levied                            | 20,820,938.67            |
| Less: Exoneration without refund<br>& Bankruptcy | -12,704.42               |
| Exoneration with refund                          | <u>-33.11</u>            |
| B. Total Net Levy                                | 20,808,201.14            |
| Less: Ending Accounts Receivable                 | <u>-1,175,962.40</u>     |
| C. Net Current Year Taxes                        | 19,632,238.74            |
| Less: 85% of Net Levy                            | <u>-17,686,970.97</u>    |
| D. Current Year Taxes over 85%                   | 1,945,267.77             |
| Less: 5% of Net Levy                             | <u>-1,040,410.06</u>     |
| E. Collections over 90% Level                    | 904,857.71               |
| Less: 5% of Net Levy                             | <u>-1,040,410.06</u>     |
| F. Collections over 95% Level                    | -135,552.35              |
| 2.5% of Collections over 85% Level               | 48,631.69                |
| 1.0% of Collections over 90% Level               | 9,048.58                 |
| 1.5% of Collections over 95% Level               | <u>.00</u>               |
| Total                                            | <u>57,680.27</u>         |
| Portion of Sheriff's Commission paid             | <u>5,614.42</u><br>===== |

08/06/2018  
10.16.06

Sheriff's Commission  
Sheriff of JEFFERSON County, West Virginia  
07/01/2017-06/30/2018  
Levying Body-Undistributed

|                                                  |                     |
|--------------------------------------------------|---------------------|
| Current Year Taxes                               | .55                 |
| Additional Levies                                | <u>-.16</u>         |
| A. Total Taxes Levied                            | .39                 |
| Less: Exoneration without refund<br>& Bankruptcy | -.42                |
| Exoneration with refund                          | <u>-.05</u>         |
| B. Total Net Levy                                | -.08                |
| Less: Ending Accounts Receivable                 | <u>.00</u>          |
| C. Net Current Year Taxes                        | -.08                |
| Less: 85% of Net Levy                            | <u>.07</u>          |
| D. Current Year Taxes over 85%                   | -.01                |
| Less: 5% of Net Levy                             | <u>.00</u>          |
| E. Collections over 90% Level                    | -.01                |
| Less: 5% of Net Levy                             | <u>.00</u>          |
| F. Collections over 95% Level                    | -.01                |
| 2.5% of Collections over 85% Level               | .00                 |
| 1.0% of Collections over 90% Level               | .00                 |
| 1.5% of Collections over 95% Level               | <u>.00</u>          |
| Total                                            | <u>.00</u>          |
| Portion of Sheriff's Commission paid             | <u>.00</u><br>===== |





Name: Pete Dougherty

Department or Organization: Sheriff's Office

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: next meeting

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): JAG Grant Application

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

Approve and authorize the president's signature on the JAG Grant application for the purchase of software and equipment to help combat Violent Crimes and Substance Abuse in Jefferson County.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

I move to approve the submission of the JAG Grant application and authorize the president to affix his signature to the documents.

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

If not attached, explain:

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

Contact information:

Email address: [pdougherty@jcsdww.com](mailto:pdougherty@jcsdww.com)

Phone Number: 304-728-3205

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable



**AGENDA REQUEST FORM**

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: \_\_\_\_\_

Department or Organization: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: Aug. 16, 2018

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject (Wording to be placed on agenda):

**PSC Hearing on Mountaineer Gas in Jefferson County**

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

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

**Request the WV Public Service Commission to hold the Public Hearing on the Mountaineer Gas line be held in Jefferson County**

Are documents attachments? Yes      No

If not, explain:

Is a projector needed? Yes      No

Contact information:

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_





**Quarterly Report**  
April 1, 2018 – June 30, 2018

**1. Projects Undertaken**

- a. Civil War Battlefield Preservation in Jefferson County – Ongoing
  - i. Shepherdstown Battlefield properties acquisition and management - ongoing
  - ii. Lobbying US Congress to expand Antietam National Battlefield Park –ongoing
- b. Peter Burr Farm improvements and programing - ongoing
- c. *Our History, Our Community* Endowment Campaign - ongoing
- d. Snow Hill/Poor House Marketing – ongoing
- e. WV GeoExplorer project – sponsor and coordinate - ongoing
- f. Concept Plan reviews in conjunction with JC Planning Department - ongoing
- g. Verification of JCHLC historic sites inventory data - ongoing
- h. Hosting an AmeriCorps Member Lauren Kelly – ongoing
- i. Hosting a Shepherd University Student 200 hour internship Amanda Harmon
- j. Designation of NR Landmark – *The Rocks*
- k. Delay of Demolition Ordinance
- l. Designation of NR Landmark – *McMurrin Farm*
- m. Morgan’s Grove Historic District – branding and installation of signage
- n. Designating the Jefferson County Courthouse, a National Historic Landmark
- o. Design and printing the *Beeline March* brochure

**2. Projects Completed**

- a. Park Day at *Shepherdstown Battlefield* - April 14, 2018
- b. *Wild Goose Farm* entered on the National Register of Historic Places - April 20, 2018
- c. Fundraise for Eyler house asbestos abatement and demolition- May 1, 2018
- d. Arts and Crafts Festival at Peter Burr Farm – May 5, 2018
- e. Toured JC Courthouse with NPS staff re; Courthouse as NHL – May 7, 2018
- f. Section 106 report for JCFPB, Magaha tract– May 25, 2018
- g. BZA appeal – June 28, 2018

**3. Projects Proposed**

- a. Design guidelines for Villages in JC – Summit Point, Rippon, Middleway, Shenandoah Junction
- b. Development of historic preservation curriculum for fourth and eighth graders in conjunction with JC Schools

Submitted by  
Martin Burke  
Chair, JCHLC




**NOTICE OF PUBLIC HEARING**

Notice is hereby given by Oak Meadow L.L.C., a West Virginia limited liability company, that the County Commission of Jefferson County, West Virginia, will hold a Public Hearing on **Thursday, August 16, 2018, at 7:00 PM** to receive public comment and hear protests with regard to a **PETITION FOR FORMATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION PURSUANT TO WV CODE 7-12A, et. seq.**, and the proposed maintenance association documents submitted as exhibits thereto. The Public Hearing will be conducted at 200 E. Washington Street, Charles Town, West Virginia 25414 (Basement Meeting Room). The Petition and proposed maintenance association documents are available for inspection and review at the County Commission Office located at 124 E. Washington Street, Charles Town, WV 25414.

DATED this 26th day of July, 2018.

Oak Meadow L.L.C.  
a West Virginia limited liability company,

By   
Its: MANAGER



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.

Jefferson County  
Jacqueline J. Shadle, Clerk  
Instrument #1800000000  
07/27/2018 @ 10:04:54 AM  
0000  
BOOK 1211 P 336 307  
0000 RECORD 7

ORDER

This day, at a regular session of the County Commission of Jefferson County, West Virginia, held at the Courthouse, on July 19 2018, ~~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 7:00 p. m., on the 16<sup>th</sup> day of August, 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 Spirit of Jefferson (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

Jane M. Tabb  
Commissioner: Jane M. Tabb

Patsy A. Noland  
Commissioner: Patsy Noland

Josh Compton  
Commissioner: Josh Compton

Caleb Wayne Hudson  
Commissioner: Caleb Wayne Hudson

Peter Onoszko  
Commissioner: Peter Onoszko



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

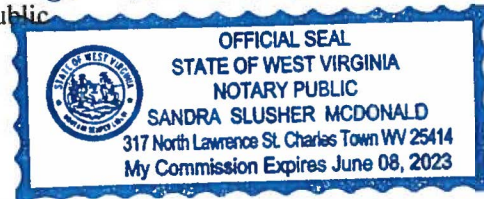
I, Sandra Slusher McDonald a Notary Public in and for the County and State aforesaid do hereby certify that Jane M. Tabb, Patsy A. Noland, Josh Compton, Caleb Hudson and Peter Onoszko

July, whose names are signed to the foregoing writing, dated the 19<sup>th</sup> day of July, 2018, have this day acknowledged the same before me in my said County and State.

Given under my hand this 19<sup>th</sup> day of July, 2018.

My commission expires: 6-8-2023

Sandra Slusher McDonald  
Notary Public



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

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://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 – 1<sup>st</sup> Choice: **July 19, 2018**

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

Date Requested – 2<sup>nd</sup> 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](mailto:jbciii@clgpllc.com)

Phone Number: **304/725-3426**

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**



600 Quarter 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](http://www.bowlesrice.com)

July 9, 2018

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

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

E-Mail Address:  
[sprunty@bowlesrice.com](mailto: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.

(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.



July 9, 2018  
Page 3

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'SMP', written over a horizontal line.

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 properties 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 Unit 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 of 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 \_\_\_\_\_

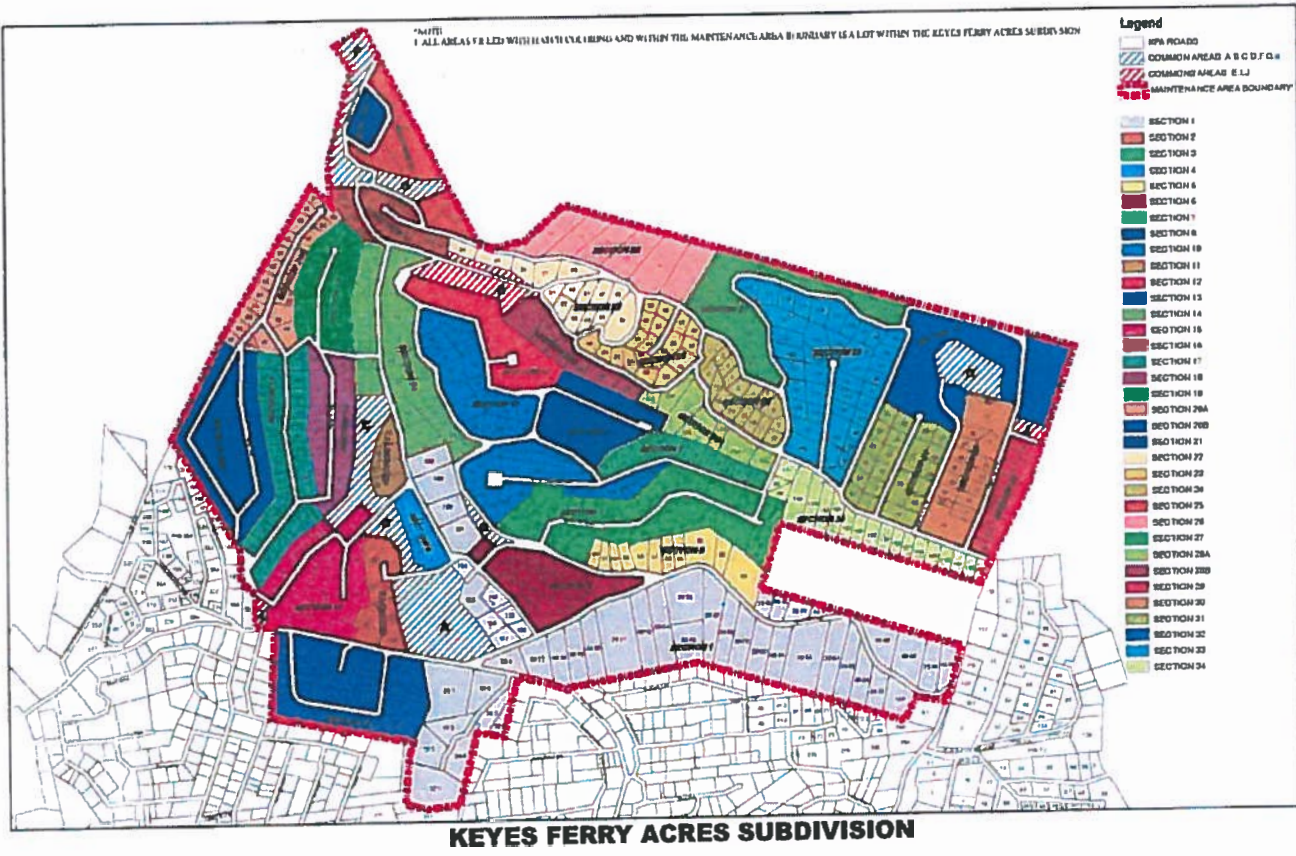
\_\_\_\_\_

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 #1 "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: Marking 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 9<sup>th</sup> 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.

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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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 1<sup>st</sup> 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:

**NOTICE OF PUBLIC HEARING**  
**Small Cities Block Grant Program**  
**JEFFERSON COUNTY, WV**

The Jefferson County Commission is considering the filing of an application for Small Cities Block Grant Funds with the State of West Virginia. Citizens' participation is required for this program.

The Jefferson County Commission will hold a public meeting on **August 16th, 2018 at 7:30 p.m.** in the Jefferson County Commission Meeting Room located in the basement of the Old Charles Town Library at 200 East Washington Street, Charles Town, West Virginia, 25414. This meeting is to obtain comments from Citizens concerning the purpose and funding of the application as well as 504 housing issues. All citizens and community organizations are invited to attend and participate.

For further information contact either Jefferson County Commission Office at 304-728-3284 or Region 9 Planning and Development Council, 400 West Stephen Street, Suite 301, Martinsburg, WV 25401 or phone 304-263-1743.



Equal Housing  
Opportunity



**Sandra McDonald**

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**From:** WebmastervJCC <webmaster@jeffersoncountywv.org>  
**Sent:** Thursday, August 09, 2018 12:54 PM  
**To:** JCCInfo  
**Subject:** Jefferson County Commission, WV: Website Form Notification

A new entry to a form/survey has been submitted.

**Form Name:** County Commission Contact  
**Date & Time:** 08/09/2018 12:54 PM  
**Response #:** 651  
**Submitter ID:** 3414  
**IP address:** 73.191.125.69  
**Time to complete:** 1 min. , 59 sec.

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**Survey Details**

Page 1

**1. Name**

Jennifer Bean

**2. Email**

jenbean876@gmail.com

**3. Questions or Concerns**

Good afternoon,

My name is Jennifer Bean. My husband and I both graduated from Shepherd College in the 1980s and returned to Jefferson County to make it our home 25 years ago. We love Jefferson County for its people, its peaceful rural setting, its many opportunities for outdoor recreation, and for its proximity to major cities. We have the best of everything here and we'd like to keep it that way.

I'd like to comment about the impact of the planned Rockwool factory on three levels. First, its impact on my family. Our daughter and her husband own a home within a mile of the Rockwool site. I am extremely concerned about the potential for air and water table pollution for them and our future grandchildren. I do not want my grandbabies growing up within a mile of an industrial factory. Even if the permits are clear, industrial accidents happen. My daughter and her husband are already discussing selling their house and moving out of the county.

On a community level, I'd like to address Rockwool's impact on wellness. I am a member of the Panhandle Pedalers Cycling Club. We have over 100 members in the eastern panhandle, all of whom use the Rt. 9 multi-use path that borders the Rockwool site. We have a weekly club ride along the path. We've adopted the path through the adopt-a-highway program and hold trash cleanups throughout the year. The path is a wonderful thing. Every time we ride, we see families and people of all ages (and sizes) out enjoying healthy exercise and being together in the outdoors. There are walkers, joggers, rollerbladers, cyclists, moms and dads pushing strollers --- and the safety and health of each one of them is threatened by Rockwool. I don't see a special Rt. 9 exit for trucks on the site plan. There will be over 100 trucks a day entering and exiting the roads that cross the path. How do you plan to ensure those crossings are safe? What is your plan to safeguard the multi-

use path users from breathing particulate matter and chemicals from the factory and trucks while they exercise? It is a known fact that ozone is more hazardous to those who are outdoors exercising.

On a county level, I - and the over 5500 people who have joined the citizens facebook group - don't want Rockwool in Jefferson county. The company itself says it will be -quote- "a busy industrial manufacturing facility". Besides the potential air, water, and 24/7 noise and light pollution, the plant will be just plain ugly, and a horrible blight on our beautiful landscape. The vent towers will be visible from all over the county. I do not want large scale industry in Jefferson County. I am not against business or small industry (which we were led to believe this would be until just recently), but the City of Ranson and JCDA should not have the right to destroy the entire county with heavy industry like the Rockwool plant. I feel our local government agencies have done a disservice to all of us by selling out to Rockwool.

Please do what you can to stop Rockwool.

Thank you for your time.

Jennifer Bean  
jenbean876@gmail.com

**4. Would you like to receive email notifications from Jefferson County?**

No

Thank you,  
Jefferson County Commission, WV

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This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, August 30, 2018, or as soon thereafter as the Commission may decide:

**Jefferson County Parks and Recreation Commission - one three-year term ending June 30, 2021 and one unexpired term ending June 30, 2019.**

**Jefferson County E911 Advisory Board - one three-year term ending September 1, 2021.**

**Property Safety Enforcement Agency Board - one unexpired term ending February 2, 2020 and one unexpired term ending February 2, 2019.**

**Jefferson County Board of Zoning Appeals - one unexpired term ending January 1, 2019.**

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.

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, August 30, 2018, or as soon thereafter as the Commission may decide:

**Historic Landmarks Committee -one unexpired term ending March 6, 2020.**

*The Historic Landmarks Committee is specifically seeking individuals with education and experience or demonstrated special interest in historic preservation or local history drawn from one of the following professions: history, architecture, archeology, landscape architect, real estate, or law.*

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.

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

# Impact Fee Status Report

## July 2018

### Office of Impact Fees

#### Summary

Date Range: Sunday 1 through Tuesday 31 July 2018

Report Date: 1 August 2018

Process Number Range: 1800175-1800197

Total Applications: 23

Total Non-Exempt: 22

*Of which:*

Commercial: 0

Residential: 22

*Of which:*

County: 8

Municipal: 14

Total Exempt: 1

*Of which:*

Commercial: 0

Residential: 1

*Of which:*

County: 1

Municipal: 0

Tables 1 through 7 summarize impact fee processing for July 2018. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

**Table 1. Form 100 Tallies**

|                        | Exempt | Commercial | Residential  | Total               |
|------------------------|--------|------------|--------------|---------------------|
| 1 – 31 July 2018       | 0      | 0          | 22           | <b>22</b>           |
| Fees collected         |        | \$0.00     | \$145,370.00 | <b>\$145,370.00</b> |
| <i>Of which</i>        |        |            |              |                     |
| School Impact Fee      |        |            | \$134,616.00 | <b>\$134,616.00</b> |
| Law Enforcement Fee    |        | \$0.00     | \$1,344.00   | <b>\$1,344.00</b>   |
| Parks & Recreation Fee |        |            | \$8,474.00   | <b>\$8,474.00</b>   |
| EMS Fee                |        | \$0.00     | \$936.00     | <b>\$936.00</b>     |

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

| Description                                                           | Amount              |
|-----------------------------------------------------------------------|---------------------|
| Opening Statement Balance (1 July 2018)                               | \$136,295.43        |
| July Deposits (1 – 31 July 2018)                                      | \$145,370.00        |
| School June Transactions (withdraws via transfer on 9 July 2018)      | (\$123,634.59)      |
| Law June Transactions (withdraws via transfer on 9 July 2018)         | (\$2,520.97)        |
| Parks & Rec June Transactions (withdraws via transfer on 9 July 2018) | (\$9,137.39)        |
| EMS June Transactions (withdraws via transfer on 9 July 2018)         | (\$1,002.48)        |
| Interest Earned (31 July 2018)                                        | \$63.48             |
| <b>Ending Statement Balance (31 July 2018)</b>                        | <b>\$145,433.48</b> |
| <i>Outstanding Credits (deposits through 1 August 2018)</i>           | <i>\$0.00</i>       |

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

| Description                                              | Amount                |
|----------------------------------------------------------|-----------------------|
| Opening Balance (1 July 2018)                            | \$2,096,099.03        |
| June Transactions (deposits via transfer on 9 July 2018) | \$123,634.59          |
| Interest Earned (31 July 2018)                           | \$929.07              |
| <b>Ending Balance (31 July 2018)</b>                     | <b>\$2,220,662.69</b> |

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

| Description                                              | Amount              |
|----------------------------------------------------------|---------------------|
| Opening Balance (1 July 2018)                            | \$123,908.42        |
| June Transactions (deposits via transfer on 9 July 2018) | \$2,520.97          |
| Interest Earned (31 July 2018)                           | \$53.42             |
| <b>Ending Balance (31 July 2018)</b>                     | <b>\$126,482.81</b> |

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

| Description                                              | Amount              |
|----------------------------------------------------------|---------------------|
| Opening Balance (1 July 2018)                            | \$231,793.55        |
| June Transactions (deposits via transfer on 9 July 2018) | \$9,137.39          |
| Interest Earned (31 July 2018)                           | \$101.32            |
| <b>Ending Balance (31 July 2018)</b>                     | <b>\$241,032.26</b> |

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

| Description                                              | Amount             |
|----------------------------------------------------------|--------------------|
| Opening Balance (1 July 2018)                            | \$12,088.97        |
| June Transactions (deposits via transfer on 9 July 2018) | \$1,002.48         |
| Interest Earned (31 July 2018)                           | \$5.44             |
| <b>Ending Balance (31 July 2018)</b>                     | <b>\$13,096.89</b> |

**Table 7. Total Impact Fees as of 1 August 2018/1**

| Description                           | Amount                |
|---------------------------------------|-----------------------|
| Office of Impact Fees General Account | \$145,433.48          |
| School Impact Fee Account             | \$2,220,662.69        |
| Law Enforcement Fee Account           | \$126,482.81          |
| Parks & Recreation Impact Fee Account | \$241,032.26          |
| EMS Impact Fee Account                | \$13,096.89           |
| <b>Total Impact Fees</b>              | <b>\$2,746,708.13</b> |

/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 July 2018 Fee Transfers /1**

| Account                               | 31 July 2018 Account Totals | Pending Impact Fee Transfers | Account Totals        |
|---------------------------------------|-----------------------------|------------------------------|-----------------------|
| School Impact Fee Account             | \$2,220,662.69              | \$134,673.14                 | \$2,355,335.83        |
| Law Enforcement Fee Account           | \$126,482.81                | \$1,345.27                   | \$127,828.08          |
| Parks & Recreation Impact Fee Account | \$241,032.26                | \$8,478.44                   | \$249,510.70          |
| EMS Impact Fee Account                | \$13,096.89                 | \$936.63                     | \$14,033.52           |
| <b>Total Impact Fees</b>              | <b>\$2,601,274.65</b>       | <b>\$145,433.48</b>          | <b>\$2,746,708.13</b> |

/1 This table represents each of the impact fee category account totals as of 31 July 2018 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in July 2018 are listed in table 1 of the General Account (3111776); these transactions will be processed in August 2018. Any outstanding credits, as listed in table 2, will be added to the next month's Impact Fee transfer amounts.

## Form 100 Transaction Summary Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Sunday 1 through Tuesday 31 July 2018

| Process Number                 | Date       | Last Name     | First Name       | Tax District     | Deed Book | Deed Page | Tax Map | Parcel             | Impact Fees Collected | Date          | Exemption Reason |  |
|--------------------------------|------------|---------------|------------------|------------------|-----------|-----------|---------|--------------------|-----------------------|---------------|------------------|--|
| <b>Exempt Applications</b>     |            |               |                  |                  |           |           |         |                    |                       |               |                  |  |
| 1800197                        | 07/30/2018 | Sirbaugh      | Troy             | 07 Middleway     | 1196      | 697       | 24      | 3.2                | \$0.00                | 07/30/2018    | Form 200         |  |
| <b>Category Count: 1</b>       |            |               |                  |                  |           |           |         |                    | <b>Category Total</b> | <b>\$0.00</b> |                  |  |
| <b>Non-Exempt Applications</b> |            |               |                  |                  |           |           |         |                    |                       |               |                  |  |
| 1800175                        | 07/02/2018 | Bario         | Joanne           | 10 Shepherdstown | .         | .         | 3B      | 10                 | \$6,848.00            | 07/02/2018    | N/A              |  |
| 1800176                        | 07/02/2018 | LaMarre       | Jacques          | 10 Shepherdstown | .         | .         | 3B      | 16                 | \$6,848.00            | 07/02/2018    | N/A              |  |
| 1800177                        | 07/02/2018 | Collis        | Joseph           | 09 Shepherdstown | 1187      | 169       | 14B     | 36                 | \$6,423.00            | 07/02/2018    | N/A              |  |
| 1800178                        | 07/02/2018 | Tracey Crim   | T.Lane Homes,    | 08 Ranson Corp   | 1029      | 397       | 1       | 33                 | \$6,255.00            | 07/02/2018    | N/A              |  |
| 1800179                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 152       | 3B      | 21                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800180                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 106       | 3B      | 22                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800181                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 131       | 3B      | 23                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800182                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 144       | 3B      | 24                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800183                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 221       | 3B      | 25                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800184                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 127       | 3B      | 26                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800185                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 38        | 3B      | 30                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800186                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 38        | 3B      | 31                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800187                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 135       | 3B      | 36                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800188                        | 07/02/2018 | Shepherdstown |                  | 10 Shepherdstown | 1190      | 38        | 3B      | 37                 | \$6,778.00            | 07/02/2018    | N/A              |  |
| 1800189                        | 07/06/2018 | David Lutman  | JC 2017          | 06 Kabletown     | 1204      | 104       | 21      | 6.2                | \$6,423.00            | 07/06/2018    | N/A              |  |
| 1800190                        | 07/10/2018 | Wormald, Jr.  | Robert           | 04 Harpers Ferry | 975       | 635       | 10A     | 116                | \$6,423.00            | 07/10/2018    | N/A              |  |
| 1800191                        | 07/13/2018 | Eddy          | Neal             | 02 Charles Town  | 896       | 952       | 23L     | 25-26              | \$6,423.00            | 07/13/2018    | N/A              |  |
| 1800192                        | 07/16/2018 | Wren          | Robert and Ann   | 09 Shepherdstown | 1207      | 536       | 7D      | 11                 | \$6,423.00            | 07/16/2018    | N/A              |  |
| 1800193                        | 07/16/2018 | K Hovnanian   |                  | 08 Ranson Corp   | 1133      | 476       | 8D      | 17D                | \$6,255.00            | 07/16/2018    | N/A              |  |
| 1800194                        | 07/18/2018 | Michael       | Slonakers Custom | 07 Middleway     | 1208      | 240       | 3       | 15                 | \$6,423.00            | 07/18/2018    | N/A              |  |
| 1800195                        | 07/18/2018 | Leiter        | Samuel           | 09 Shepherdstown | 1190      | 738       | 3       | 6.14               | \$6,423.00            | 07/18/2018    | N/A              |  |
| 1800196                        | 07/19/2018 | Shiple        | Gary & Michelle  | 09 Shepherdstown | 1169      | 7         | 18      | 19.13              | \$6,423.00            | 07/19/2018    | N/A              |  |
| <b>TOTAL APPLICATIONS: 22</b>  |            |               |                  |                  |           |           |         | <b>Grand Total</b> | <b>\$145,370.00</b>   |               |                  |  |