

AGENDA
JEFFERSON COUNTY COMMISSION
FOURTH QUARTERLY SESSION - OCTOBER - DECEMBER 2019
THURSDAY, OCTOBER 3, 2019
9:30 A.M.
County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- September 19, 2019

APPROVAL OF ACCOUNTS PAYABLE

- September 26, 2019
- October 3, 2019

APPROVAL OF MANUAL CHECKS

- September 27, 2019
- October 4, 2019

APPROVAL OF PAYROLL

- September 19, 2019

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. Laura Storm, Circuit Clerk
 - Certificate of Recognition and Appreciation for Service for Shayna Mason, Assistant Clerk in the Circuit Clerk's Office - Discussion/Action
3. 10:15 a.m. Jacki Shadle, Clerk of the County Commission
 - Approval for the West Virginia County Records Management and Preservation Board Grant - Discussion/Action
4. 10:30 a.m. Alexander Naupac
 - Request to waive late fees for the 2015 & 2016 Ambulance Fee - Discussion/Action
5. 10:45 a.m. BREAK
6. 11:00 a.m. Lynn Fields, Probate Office
 - Quarterly Reviews - Discussion/Action
 - Joint Petition of the Executor and Sole Beneficiary for the resignation of Henry W. Morrow, Jr., as Executor and the Appointment of Elizabeth Coulter Stead as Successor Executrix - Discussion/Action
7. 11:15 a.m. Eleanor Finn, LWV-JC
 - Report on Open Meetings Compliance - Discussion/Action
8. 11:30 a.m. Elizabeth Wheeler, Director - Jefferson County Farmland Protection Board
 - Approval of purchase of one Agriculture Conservation Easement - Property owned by Timothy W. Smith- Discussion/Action
9. 11:45 a.m. Jeffrey Polczynski, ENP - Director of Communications
 - Re-Appointment - Leah Cambardella - Part-time Public Safety Dispatcher II
 - Discussion/Action
10. 12:00 p.m. Nathan Cochran, Assistant Prosecuting Attorney
 - Discussion of renewal of County cable franchise agreement and related issues - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #18-C-171 - Discussion/Action
 - Discussion of EEOC Charge #533-2017-00706 and 533-2019-01397 - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #19-P-69 - Discussion/Action

NEW BUSINESS

11. **Decision - Proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA19-01. The text amendment, in accordance with WV Code §8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 2, Definitions; Article 8, Supplemental Use Regulations; and Appendix C, Principal Permitted and Conditional Uses Table - Discussion/Action**
 - **Review and Approval of FY2020 Internal Budget Revision 1 for the General Fund - Discussion/Action**

COUNTY ADMINISTRATOR REPORTS

- **Discussion of JFRA Appointees to the JCESA - Discussion/Action**

COUNTY COMMISSION REPORTS

12. **ADJOURN**

CORRESPONDENCE/INFORMATION

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, September 19, 2019

A meeting of the Jefferson County Commission was held on Thursday, September 19, 2019 during the third 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, Ralph Lorenzetti, and Jane Tabb. Commissioner Noland was absent with prior notice. Also present were Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; Jacqueline Shadle, Clerk of the County Commission; and Jim Eddy, Bailiff. (An audio tape of the Thursday, September 19, 2019 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Lorenzetti led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Compton to approve the August 29, 2019 Regular Meeting Minutes with noted correction. Motion seconded and unanimously approved.

Motion by Mr. Compton to approve the September 5, 2019 Regular Meeting Minutes as presented. Motion seconded and unanimously approved

APPROVAL OF ACCOUNTS PAYABLE

CHECK #		VENDOR NAME		AMOUNT
82275		AMERIFLEX		\$ 185.00
82276		ANGELA L BANKS		\$ 86.00
82277		ANGELA L BANKS		\$ 42.00
82278		APEX OFFICE CHAIRS, INC		\$ 1,696.66
82279		ATLANTIC OCCUPSYCH, INC.		\$ 885.00

82280		BADZIK PRINTING SERVICE INC		\$ 330.96
82281		BIEDLERS ELEC MOTOR REP		\$ 76.98
82282		BOLAND TRANE SERVICES INC		\$ 1,763.00
82283		COMPTROLLER OF MARYLAND		\$ 1,250.36
82284		DIANN BROWN		\$ 11.94
82285		EASTERN PANHANDLE INVESTIGATIONS		\$ 645.00
82286		EFTPS IRS TAXES		\$ 97,096.01
82287		FORREST RICHARD FEAGANS		\$ 25.61
82288		FRANKLIN & PROKOPIK P.C.		\$ 450.00
82289		GUTTMAN OIL CO		\$ 3,398.56
82290		J.C. EHRLICH		\$ 715.00
82291		JACQUELINE SHADLE		\$ 42.00
82292		JAMES SAGER		\$ 13.90
82293		JOSEPH MURPHY		\$ 87.50
82294		JUSTTECH LLC		\$ 87.61
82295		MOOREFIELD POLICE DE		\$ 173.07
82296		MOTOROLA SOLUTIONS INC		\$ 968.00
82297		P/R DEDUCTION		\$ 1,883.61
82298		RC AIR AND MOLD SOLUTIONS		\$ 295.00
82299		RC AIR AND MOLD SOLUTIONS		\$ 445.00
82300		RICE TIRES CO		\$ 508.72
82301		RONALD DANTZIC		\$ 15.74
82302		SHERWIN-WILLIAMS		\$ 18.71
82303		SOFTWARE SYSTEMS INC		\$ 1,342.00
82304		TERESA HENDRICKS		\$ 182.64
82305		TONI L MILBOURNE		\$ 650.00
82306		US POSTAL SERVICE		\$ 20,000.00
82307		VA DEPT OF TAXATION		\$ 993.18
82308		WV REGIONAL JAIL & CORRECTION FACILITY AUTH		\$ 88,731.75
82309		WV STATE POLICE		\$ 50.00
82310		WV STATE TAX DEPT		\$ 35,208.03
82311		XEROX CORPORATION		\$ 906.48
82312		XEROX FINANCIAL SERVICES		\$ 298.19
82313		GENERAL CO FUND-004		\$ 4,020.29
82314		WV STATE AUDITOR		\$ 21,750.00
TOTALS				\$ 287,329.50

Motion by Mr. Compton to approve the Accounts Payable for September 12, 2019, in the amount of \$460,149.98. Motion seconded and unanimously approved.

CHECK #	VENDOR NAME	AMOUNT
82233	ADVANTAGE TECHNOLOGY LLC	\$ 4,200.00
82234	AMERICAN FAMILY LIFE INSURANCE COMPANY ICU	\$ 3,095.36
82235	AMERIFLEX	\$ 121.60
82236	AT&T	\$ 158.32
82237	BERKELEY PRINTING & DESIGN	\$ 99.95
82238	BLUE 360 MEDIA	\$ 512.73
82239	BROOKE HESS	\$ 102.50
82240	BUREAU OF CHILD SUPPORT	\$ 169.39
82241	CAPITAL ELECTRIC	\$ 1,668.95
82242	COLONIAL LIFE	\$ 163.20
82243	CREAMERS WRECKER SERVICE	\$ 110.00
82244	DELTA DENTAL OF WV	\$ 6,641.51
82245	EMILY MORROW	\$ 228.63
82246	EMPOWER RETIREMENT	\$ 2,655.00
82247	FIFTH THIRD BANK	\$ 93,750.92
82248	GUTTMAN OIL CO	\$ 3,669.42
82249	HIGHMARK WV	\$ 205,566.91
82250	JEFFERSON SECURITY BANK	\$ 4,685.00
82251	JEFFREY POLCZYNSKI	\$ 87.50
82252	P/R DEDUCTION	\$ 3,250.00
82253	LANGUAGE LINE SERVICES	\$ 187.40
82254	MILLER'S SUPPLIES AT WORK	\$ 66.22
82255	MINGHINI'S	\$ 46,312.50
82256	NATIONAL VISION ADMIN.	\$ 1,856.54
82257	NATIONWIDE RETIREMENT SOLUTIONS	\$ 849.00
82258	PROMOS 911 INC.	\$ 935.09
82259	RETIREE HEALTH BENEFIT TRUST	\$ 8,646.00
82260	RICE TIRES CO	\$ 472.20
82261	RICHARD HAHN	\$ 102.50
82262	SHERIFF OF JEFFERSON COUNTY	\$ 10.95
82263	SHERIFF OF JEFFERSON COUNTY	\$ 15.50
82264	SOFTWARE SYSTEMS INC	\$ 164.00
82265	THE HARTFORD	\$ 3,953.42
82266	THE HARTFORD	\$ 2,400.30
82267	TRACY P HERRON-RICE	\$ 42.35
82268	VITAL SIGNS	\$ 485.00

82269		W.B. MASON CO. INC		\$ 235.89
82270		WV DEPUTY SHERIFF RETIREMENT SYSTEM		\$ 16,824.62
82271		WV ENHANCED 911 COUNCIL		\$ 273.66
82272		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		\$ 500.00
82273		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		\$ 44,879.95
TOTALS				\$ 460,149.98

Motion by Ms. Tabb to approve the Accounts Payable for September 19, 2019, in the amount of \$287,329.50. Motion seconded and unanimously approved.

APPROVAL OF MANUAL CHECKS

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
667	HD/8	CDA		\$ 627.75
749	AV/56	THE JOURNAL		\$ 700.00
317	FP/57	JEFFERSON CO FARMLAND PROT.		\$ 80,458.43
1728	CO/246	MINIGHINI'S		\$ 46,312.50
TOTAL				\$ 128,098.68

Motion by Mr. Compton to approve the Manual Checks for September 13, 2019 in the amount of \$134,006.24. Motion seconded and unanimously approved.

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
665	HD/8	ATTENTI		\$ 3,475.20
666	HD/8	FIFTH THIRD BANK		\$ 56.94
746	AV/56	FIFTH THIRD BANK		\$ 778.85
747	AV/56	GLOBAL SCIENCE & TECH		\$ 5,650.08
1201	IP/249	SHERIFF JEFFERSON CO -SCHOOL		\$ 112,127.76
1202	IP/249	SHERIFF JEFFERSON CO - LAW		\$ 2,191.68
1203	IP/249	SHERIFF JEFFERSON CO - PARKS		\$ 8,704.39
1204	IP/249	SHERIFF JEFFERSON CO - EMS		\$ 1,021.34
TOTAL				\$ 134,006.24

Motion by Mr. Compton to approve the Manual Checks for September 20, 2019 in the amount of \$128,098.68. Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mr. Compton to approve the Requisitions for September 19, 2019 in the amount of \$58,671.34 to include Requisition Nos. 20014 and 20016. Motion seconded and unanimously approved.

PUBLIC COMMENT

Public comment was made by the following individuals: Nancy Gregory, David Tabb, and Jay Mansfield. Please refer to the archived meetings on the jeffersoncountywv.org website to listen to public comment.

PRESENTATIONS

1. Angie Banks, Assessor – requested approval of the following Exonerations and Split Tickets:

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Justin Schultz	PP	HF	308818	\$599.39

- **Motion by Ms. Tabb to approve the Exoneration for Ticket No. 308818 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Semper Fi Transport, LLC	PP	CTD	304175	\$473.12

- **Motion by Mr. Compton to approve the Exoneration for Ticket No. 304175 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Francesco Ariano	PP	RC	313898	\$30.94

- **Motion by Mr. Lorenzetti to approve the Exoneration for Ticket No. 313898 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Behzad Touhidi-Baghini	PP	HF	309151	\$27.84

- **Motion by Mr. Compton to approve the Exoneration for Ticket No. 309151 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Lawrence Heflin	PP	CTC	305871	\$33.60

- **Motion by Mr. Compton to approve the Exoneration for Ticket No. 305871 as presented. Motion seconded and unanimously approved.**

2. Pete Dougherty, Sheriff – requested approval of multiple grant awards.

- **Motion by Mr. Compton to approve the acceptance of the grant awards from the WVHSEM for \$32,000 for the purchase of 2 mobile license plate readers and \$100,000 for the purchase of 20 mobile data terminals, 12 SRT communication adapters, and 10 helmets, and authorize the President of the Commission to sign the acceptance documents. Motion seconded and unanimously approved.**

3. Public Hearing – Zoning Text Amendment #ZTA19-01

Alexandra Beaulieu, Zoning Administrator, provided the Commission and the audience with an explanation of potential Zoning Text Amendment 19-01 regarding special events facilities. Ms. Tabb then opened the floor for public comment, which was made by the following:

Doug Rockwell, resident – spoke in opposition to ZTA 19-01.

Danny Lutz, resident – spoke in opposition to ZTA 19-01.
Locke Wysong, resident – spoke in favor of ZTA 19-01.

There being no further public comment, Ms. Tabb closed the public hearing and stated the record would remain open for two weeks to allow time for written comment with a final decision to be made during the regularly scheduled October 3, 2019 County Commission meeting.

4. Roger Goodwin, Chief County Engineer – requested the approval of the Jefferson County Asphalt Products Co., Inc. proposal in the amount of \$49,080.00 to resurface Rose Hill Drive under the Rose Hill Estates Subdivision – Site Work Project (JCPC File No. 02-09)
 - **Motion by Ms. Tabb to approve the Jefferson Asphalt Products Co., Inc’s proposal in the amount of \$49,080.00 to resurface Rose Hill Drive, under JCPC File No. 02-09; and upon completion of the work, to authorize the Office of Engineering to make payment from escrowed bond funds to Jefferson Asphalt Products Co., Inc. Motion seconded and unanimously approved.**
5. Lynn Fields, Probate – requested the closure of three estates that did not meet the requirements to be closed in July.
 - **Motion by Ms. Tabb to convene as a Fiduciary Review Board. Motion seconded and unanimously approved.**
 - **Motion by Ms. Tabb to close the following estates: Estate of Norma W. Moore; Estate of Donald E. Holmes; Estate of Evelyn Holmes. Motion seconded and unanimously approved.**
 - **Motion by Mr. Hudson to reconvene as a County Commission. Motion seconded and unanimously approved.**
6. Interviews/Appointments to the Jefferson County Water Advisory Committee
 - **Motion by Ms. Tabb to appoint Kirsten Cook and Nancy Lutz to the JCWAC each for an unexpired term ending January 31, 2021 and Jim Cummins for an unexpired term ending January 31, 2022. Motion seconded and unanimously approved.**
7. Alexander Naupac, Citizen – requested exoneration of late fees for unpaid ambulance fee bills for 2015 and 2016. This item was rescheduled for the October 3, 2019 Regularly Scheduled County Commission meeting.
8. Nathan Cochran, Assistant Prosecuting Attorney

- Discussion of Jefferson County Civil Action #17-C-282
 - Discussion of Renewal of County Cable Franchise Agreement, resolution of franchise fee audit and related issues
 - Discussion of Jefferson County Circuit Court Civil Action#18-C-171
 - Discussion of EEOC Charge #533-2017-00706 & #533-2019-01397
 - Discussion of Jefferson County Circuit Court Civil Action #17-C-282
 - Discussion of Jefferson County Circuit Court Civil Action #19-C-96
 - Discussion of and communication with FEMA regarding potential resolution - US District Court (Northern District) Civil Action #3:18-CV-122
 - **Motion by Ms. Tabb to enter into Executive Session to discuss EEOC Charges #533-2017-00706 and #533-2019-01397. Motion seconded and unanimously approved. (please note Ms. Grove recused herself from this discussion)**
 - **Motion by Ms. Tabb to come out of Executive Session. Motion seconded and unanimously approved.**
 - **Motion by Mr. Compton to approve position statement as presented by Counsel and authorize the President (or Vice President) of the Commission to sign the document. Motion seconded and unanimously approved.**
9. Decision on Proposed Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA19-02 – Public Hearing was held on August 29, 2019.
- **Motion by Mr. Compton to approve the Zoning Text Amendment #ZTA19-02 as presented. Motion seconded and unanimously approved.**
10. Appointment of EMS Representative to the E911 Advisory Board – one three year term ending September 1, 2022. It was the consensus of the Commission to advertise this vacancy to the general public and make an appointment at a later date.
11. Notice of Intent to Appoint to the Jefferson County Broadband Planning Team – two citizens – Ms. Grove notified the Commission that staff had not received applications from any members of the public. It was the consensus of the Commission to request staff re-advertise the vacancies.
12. Lease of Agricultural Land Owned by Jefferson County Commission (please note Commissioner Tabb recused herself on this matter, and Commissioner Noland called in to the meeting to participate in the discussion and vote)
- **Motion by Mr. Lorenzetti to award the bid to Lyle C. Tabb & Sons, current renter of the property, for \$157 per acre on a 17 acre parcel for the**

production of agricultural crops, for a period of one year. Motion seconded and passes on a vote of 3-1 with Commissioner Compton opposing.

13. Acknowledgement of the Assessor's Certificate of Compliance

- **Motion by Ms. Tabb to acknowledge the Assessor's Certificate of Compliance as presented. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Deputy Administrator for E911 – Ms. Grove notified the Commission that Joseph Murphy, newly hired deputy administrator in the Emergency Communications department, reported for duty on Monday, September 16.
- Board of Assessment Appeals – Ms. Grove reminded the Commission of the Board of Assessment Appeals hearing taking place in the Courthouse on Tuesday, October 22 at 10am.
- Tax Office Renovation – Ms. Grove stated the tax office renovation/remediation was complete and invited the Commissioner to take a tour of the facilities.

14. The Commission adjourned at 8:27 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

Patricia A. Noland, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 406,456.65	\$ 908.50	\$ 407,365.15
	\$ -		
6.2% Tax Payable OASDI	\$ 24,163.44	\$ 53.08	\$ 24,216.52
1.45% Tax Payable HI	\$ 5,651.16	\$ 12.41	\$ 5,663.57
Fed Withholding	\$ 37,266.39	\$ 69.44	\$ 37,335.83
WV State Withholding	\$ 17,292.04	\$ 43.09	\$ 17,335.13
PERS Retirement Deduct 4.5%	\$ 10,067.13	\$ 40.88	\$ 10,108.01
PERS Retirement Deduct 6%	\$ 4,561.62		\$ 4,561.62
Hosp. Pre-Tax	\$ 14,439.50		\$ 14,439.50
Cancer/ICU Pre-Taxed	\$ 628.83		\$ 628.83
Cancer/ICU Not Pre-Taxed	\$ 937.98		\$ 937.98
Optional Life Not Pre-Taxed	\$ 1,969.73		\$ 1,969.73
Christmas Club	\$ 4,685.00		\$ 4,685.00
Wage Attach #1	\$ 169.39		\$ 169.39
Wage Attach #3	\$ 500.00		\$ 500.00
DSRS Retirement Deduct 8.5%	\$ 6,850.27		\$ 6,850.27
457 - Nationwide	\$ 849.00		\$ 849.00
457I - Empower	\$ 2,015.00		\$ 2,015.00
457R - Roth	\$ 640.00		\$ 640.00
MD State Tax	\$ 621.63		\$ 621.63
D/VF	\$ 1,707.31		\$ 1,707.31
VA. State Tax	\$ 137.03		\$ 137.03
COLONIAL(PLUS)	\$ 81.60		\$ 81.60
Total Deductions	\$ 135,234.05	\$ 218.90	\$ 135,452.95
Net Wages Total	\$ 271,222.60	\$ 689.60	\$ 271,912.20
Payroll Date	19-Sep-2019		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angie Banks, Assessor

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

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **October 3, 2019**

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

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

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

- ✚ **Exonerations – Discussion/Action**
- ✚ **Apportioned/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



Name: Laura Storm

Department or Organization: **Circuit Clerk**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **October 3, 2019**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Certificate of Recognition and Appreciation for Service for Shayna Mason, Assistant Clerk in the Circuit Clerk's Office**

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

I would like to present to my Assistant Clerk, Shayna Mason, a certificate of appreciation for 25 years of service in the Circuit Clerks office. I will provide the certificate. Shayna worked part time starting in June of 1993 and began full time employment on October 1, 1994.

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: Laura E. Storm

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jacki Shadle
Department or Organization: County Clerk
Estimation of amount of time needed for appointment: 15 minutes
Date Requested – 1st Choice: October 3, 2019
If a specific date is needed, please provide reason for specific date:
Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Approval for the West Virginia County Records Management and Preservation Board Grant

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

- We have 8 Deed Books that are in need of restoration repair and this project will focus on our most heavily damaged books. The repairs mostly deal with the very old books that are sewn together. Repairs to be made include: dismantling, complete resewing, sewing repairs, paper repair, relining and hinging, guarding loose pages, providing index cover, and cover repairs and typically require 2-6 weeks per book depending upon condition and required repairs.
- We would like to index the Deed Books that were converted to TIF format last year. We will hire someone to complete this task at \$10.00/hour and the task will be completed within 20-30 weeks.
- We would like to purchase a large document scanner to back up the large historical books. This scanner will be available for other county offices to use to backup their oversized historical books and documents. The Assessor has offered to cover the remaining cost of the scanner. The scanner will be housed in the County Clerk's Office.

Is this a funding request? Y N ND
If so, how much? \$5,166.00

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 budget request of \$5,166.00 for the West Virginia County Records Management and Preservation Board Grant. \$5,166 is 10% of the total Grant; \$1,000 will go toward the Personnel cost, \$3,728 will go toward Equipment cost (estimate) and \$438 will go toward Conservation cost.

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

Jefferson County Clerk's Office

Jacki Shadle, County Clerk

Gail Magaha
Nikki Painter
Shaun Pacetti
Katrina Clark
Deanna Davis
Heather Day



Lynn Fields
Karen Olden
Vivian Fields
Tammy Shaffer
Shari Carr
Edgar Conn

October 3, 2019

Denise Ferguson
County Records Archivist
Records Management and Preservation Board
1900 Kanawha Blvd East, Building 9
Charleston, West Virginia 25305

Dear Ms. Ferguson,

Please find enclosed the original and thirteen copies of the West Virginia Records Management and Preservation Board Grant Application for Fiscal Year 2020-2021. Also enclosed are the original and thirteen copies of support materials to include: Resolution of support for the project from the County Commission, letter of support from the County Clerk, photographs, floor plan, excel spreadsheet of inventory of Deed Books, an estimate from Cat Tail Run Hand Bookbinding and an estimate for a large document scanner.

Please feel free to contact me with any questions or concerns that you may have in reference to the enclosed application and supporting materials.

Sincerely,



Jacqueline C. Shadle
County Clerk, Jefferson County

Activity Description:

Provide detailed explanation of the project. Identify internal and external staff or vendor necessary to complete work on the project. Include time frame and schedule for project completion.

Conservation

We have 8 Deed Books that are in need of restoration repair and this project will focus on our most heavily damaged books. The repairs mostly deal with the very old books that are sewn together. Repairs to be made include: dismantling, complete resewing, sewing repairs, paper repair, relining and hinging, guarding loose pages, providing index cover, and cover repairs and typically require 2-6 weeks per book depending upon condition and required repairs. The conservation portion of this grant will be performed by Jill Deiss of Cat Tail Run Hand Bookbinding. Their contact number is (540)662-2683.

Ms. Deiss of Cat Tail Run Hand Bookbinding has over 20 years of experience and holds a B.S. in Chemistry and a Masters of Library Science. She has studied bookbinding and restoration under both Cornell University and the Smithsonian Institution's Conservation Laboratories.

Employment Funding for Indexing

We would like to index the Deed Books that were converted to TIF format last year. We would hire someone to perform this task and the work should be completed within 20-30 weeks.

Scanner

We would like to purchase a large document scanner so we will be able to make backup copies of the oversized historical books in our office that are not currently scanned. The scanner is compatible with our current software system.

Identify specific record titles, date spans, and quantity (example: Will Books, Volumes 1-20).

Conservation:

Inventory: Deed Book 10 (1816-1818)
Deed Book 33 (1852-1853)
Deed Book 88 (1899-1919)
Deed Book 30 (1848-1849)
Deed Book 35 (1855-1856)
Deed Book B-C (1874-1875)
Deed Book K (1881-1882)

Employment for Indexing:

Inventory: Deed Book 26 –39 (1842-1862)
War Books 1-7 (1865-1872)
Deed Books A-Z (1873-1891)
Deed Books 73-150 (1892-1939)

Scanner:

Inventory: Land Books (1872-2019)
Deed Book 1 –39 (1801-1862)
War Books 1-7 (1865-1872)
Deed Books A-Z (1873-1891)
Deed Books 73-250 (1892-1961)
Index Books 1-14 and A-Z (1801-1982)

Activity Description (continued):

Describe how this project will benefit the records management, preservation, and/or records access needs of your office(s).

Conservation

This project will allow for the repair and preservation of 8 original Deed Books that are in dire need of repair. These books have loose pages, broken bindings, and detached indexes. They will soon be beyond repair and preservation if we do not act now to halt the degradation of these important and irreplaceable pieces of history.

Employment for Indexing

Indexing the 80 books that were converted to TIF format will allow the general public and legal professionals to search the books in our inquiry system at our office and also on our online inquiry system. They will be able to search by the names on said document.

Scanner

Having this large document scanner will allow us to scan backup copies of the larger Deed Books that have not been scanned due to the size of the bound books.

Provide statement about past and future activities to protect records.

Over the last ten years we have made a significant effort to protect/repair 26 of our Deed Books and indexes. The repairs included many different types of conservation, such as, resewing pages, rebinding books, mending canvas binders and bindings being reattached. The total cost for these repairs and backup was \$33,310 however due to budget constraints we have not been able to budget for additional repairs.

Project Budget (Attach Cost Estimates):

Eligible Project (see page 2)	Estimate of Total Cost	RMPB Request (total cost / 1.1)
Personnel Costs (\$10,000 maximum award)	\$11,000.00	\$10,000.00
Records Storage and Shelving (\$15,000 maximum award)		
Reformatting (\$10,000 maximum award)		
Equipment (\$10,000 maximum award)	\$41,011.00	\$10,000.00
Conservation (\$5,000 maximum award)	\$4,820.00	\$4,382.00

Total RMPB Request \$24,382.00

Applicants must provide a 10% cash match for all grant funds expended by the RMPB. After the Board awards funds for your project you will be notified of your cash match. Match may only be applied to board-funded portions of grant.

Provide a detailed explanation and breakdown of the project budget. Potential vendor estimates obtained within the past 60 days that are relevant to the project and/or personnel costs estimated to complete scanning and indexing projects must be included.

Scanner

Estimate is attached.

Employment for Indexing

We will hire an employee at a rate of \$10.00 per hour to index the books that have been converted to TIF format. Estimate is attached.

Conservation

Estimate is attached.

Certification Form:

I agree that funds granted under the Records Management and Preservation Board’s Grant Program will be spent only in accordance with the plan of work and budgeted statement presented in this application or revised and agreed to in the Grant Agreement, and that any changes in the plan of work or budget will be submitted in writing for approval in advance.

I agree to enter into a binding contract to expend all grant funds awarded in accordance with state purchasing laws and rules, to administer the grant in compliance with standard financial management systems and general accounting standards for audit of government entities, and to participate in a grant administration workshop.

This document must be signed using blue ink by the County Commission President and all office holders who are applying for a Records Management and Preservation Board grant. Counties submitting applications from multiple offices must include a priority ranking as determined by the County Commission.

County:	Jefferson County
Name of County Commission President:	Patricia A. Noland
Signature of County Commission President:	
Date:	October 3, 2019
PRIORITY 1	
Name of County Office Holder:	Jacqueline C. Shadle
Title of County Office Holder:	County Clerk
Signature of County Office Holder:	
Date:	October 3, 2019
PRIORITY 2	
Name of County Office Holder:	
Title of County Office Holder:	
Signature of County Office Holder:	
Date:	
PRIORITY 3	
Name of County Office Holder:	
Title of County Office Holder:	
Signature of County Office Holder:	
Date:	

RESOLUTION

RESOLUTION BY THE JEFFERSON COUNTY COMMISSION, JEFFERSON COUNTY, WEST VIRGINIA, AUTHORIZING AN APPLICATION WITH THE STATE OF WEST VIRGINIA, WEST VIRGINIA COUNTY RECORDS MANAGEMENT AND PRESERVATION GRANTS PROGRAM ON BEHALF OF ITS COUNTY CLERK'S OFFICE FOR THE REPAIR OF 8 DEED BOOKS, THE PURCHASE OF A LARGER DOCUMENT SCANNER, AND FUNDING FOR EMPLOYMENT FOR DOCUMENT INDEXING.

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

1. That, Patricia A. Noland, President of the Jefferson County Commission, Jefferson County, West Virginia, who is the official duly and legally authorized to execute agreements, and she is authorized to execute, to have acknowledged, and to have delivered on behalf of the Jefferson County Commission, an application with the State of West Virginia Archives and History, 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 3rd day October 2019

Patricia A. Noland, President

Jane M. Tabb, Vice President

Josh Compton, Commissioner

Caleb Wayne Hudson, Commissioner

Ralph Lorenzetti, Commissioner

Jefferson County Clerk's Office

Jacki Shadle, County Clerk

Gail Magaha
Nikki Painter
Shaun Pacetti
Katrina Clark
Deanna Davis
Heather Day



Lynn Fields
Karen Olden
Vivian Fields
Tammy Shaffer
Shari Carr
Edgar Conn

October 3, 2019

I, Jacqueline C. Shadle, Clerk of Jefferson County, do hereby approve the attached grant application for the proposed preservation project, proposed purchase of a large document scanner and funding for employment for the indexing of the documents that were converted with our last grant.

Please feel free to contact me at 304-728-3347 if you have any questions or concerns.

Respectfully,

A handwritten signature in blue ink that reads 'Jacqueline C. Shadle'. The signature is written in a cursive style.

Jacqueline C. Shadle
Jefferson County Clerk

Address: 100 East Washington Street, PO Box 208, Charles Town WV 25414
Phone: 304.728.3215 Web Site: www.jeffersoncounty.wv.org

Jefferson County

1261-1360	1161-1260	Deed Books 73-139
1461-1560	1361-1460	
Plat Maps 1661-1760	Plat Maps 1561-1660	
Plat Maps 0901-196	Plat Maps 1061-1160	
761-860	861-960	
099-195	097-199	

Jefferson County

last updated 09/23/2018

188-229

230-243		398-445	
244-270	271-397	C-Z	446-557

Xerox Copier

866-919

558-865	Deed Indexes
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140-163	164-187	Birth/Death Records
Computer work stations		
25-37, 1-6, A-8	1-24	

Jefferson County

NS=not scanned, SS/MP= sporadically scanned/missing pgs, NP= no posts, RB=previously rebound, BB/LP=broken binding/loose pgs, PT=picture taken, DIG=Digital Scan

BOOK NUMBER	DATES	SCAN	BINDING	# OF PGS	COMMENTS (# ranges=missing pages)	FILM IMAGE
1	1801-1803	yes, DIG	RB	560+29	a few missing pages but multiple loose papers not counted	NS
2	1802-1805	yes, DIG	RB	540+27	few possible small gaps	not scanned
3	1805-1806	yes, DIG	RB	553+30	few small gaps	SS/MP
4	1807-1808	yes, DIG	RB	548+29	Repaired & rebound by Cattail 2/2019	practically scanned/
5	1808-1810	yes, DIG	RB	578+29	repaired & rebound by Cattail 3/2019	missing pages
6	1810-1811	yes, DIG	BB/LP	540+30	Repaired by Cat Tail 5/19	PT
7	1811-1813	yes, DIG	BB/LP	657+31	Repaired by Cat Tail 5/19	PT
8	1813-1815	yes, DIG	BB/LP	536+32	few small gaps	posts
9	1815-1816	yes, DIG	LP	540+30	-	BB
10	1816-1818	yes, DIG	LP	465+11	-	previously rebound
11	1819-1822	yes, DIG	RB	529+14	-	rebound
12	1822-1824	SS/MP	RB	536+12	11-13, 22-27, 38-41, 105-107, 109-116, 123-127, 138	BB/LP
13	1824-1825	SS/MP	OK NP	384+41	1-3, 5-6, 13-14, 16-18, 21-23, 25-27, 29-31, 45-47	broken binding
14	1825-1827	SS/MP	RB, NP	632+14	6-9, 11-13, 25-26, 31-38, 39-40, 43-46, 48-50	loose pages
15	1828-1829	SS/MP	OK NP	339+10	LOOSE INDEX, 3-5, 6-8, 11-13, 30-31, 39-43,	PT
16	1829-1831	SS/MP	LP	579	4-7, 27-31, 155-156, 164-166, 173-175,	picture taken
17	1831-1832	yes	RB	436	PREV REBOUND BUT NUMEROUS PGS LOOSE	OK
18	1832-1833	SS/MP	RB	436	4-8, 15-18, 19-22, 38-41, 46-49, 52-54, 57-59, 62-64	
19	1833-1834	SS/MP	RB	355	3-39, 68-72, 76-80, 101-107, 113-117, 119-121	
20	1834-1835	SS/MP	RB	610	5-9, 13-15, 17-19, 21-26, 27-28, 32-33, 35-39, 43-47	
21	1836-1837	SS/MP	RB	459	6-8, 19-21, 23-26, 30-31, 34-37, 41-42, 58-61, 65-68	
22	1837-1838	SS/MP	OK NP	457+8	2-3, 10-11, 13-23, 47-49, 56-57, 61-63, 66-69	
23	1838-1839	SS/MP	OK NP	552+14	2-10, 12-14, 25-29, 41-44, 47-53, 70-73, 77-80	
24	1839-1841	SS/MP	OK NP	543+8	3-6, 7-10, 16-17, 24-27, 51-54, 54-57, 59-61	
25	1840-1842	SS/MP	OK NP	513	only abt 1st 1/2 scanned	
26	1842-1843	DIG	LP	528+14	Repaired by Cat Tail 6/19	
27	1843-1846	DIG	OK NP	483+20		
28	1846-1847	DIG	RB	453+13		
29	1847-1848	DIG	RB	509+20		
30	1848-1849	DIG	LP	621+21		
31	1850-1851	DIG	BB/LP	492+20		

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BOOK NUMBER	DATES	SCAN	BINDING	# OF PAGES	COMMENTS (# ranges=missing pages)	FILM IMAGE
32	1851-1852	DIG	RB	466+25	25 PGS LOOSE INDEX	YES
33	1852-1853	DIG	OK NP	481+16	MULTIPLE MAP INSERTS, INDEX VERY BRITTLE/DAMAGED	YES
34	1855	DIG	RB	519+20	20 PG LOOSE INDEX-QUITE DAMAGED	YES
35	1855-1856	DIG	BB/LP	517+12		YES
36	1856-1857	DIG	OK NP	485		YES
37	1857-1858	DIG	OK NP	480+10	LOOSE 10PG INDEX-HEAVILY DAMAGED	YES
38	1858-1859	DIG	OK NP	480		YES
39	1859-1862	DIG	OK NP	580		YES
1	1865-1867	DIG	OK NP	544+24		YES
2	1865	DIG	OK NP	573+23		YES
3	1868-1869	DIG	OK NP	548+24		YES
4	1869-1870	DIG	RB	578		YES
5	1870-1871	DIG	RB	584		YES
6	1871-1872	DIG	RB	418+52		YES
7	1872	DIG	RB	406		YES
A	1873	DIG	OK	528+47		YES
B	1874-1875	DIG	BB/LP	478+45	LOOSE INDEX	YES
C	1875	DIG	BB/LP	473+44	HAS BEEN TAPED	YES
D	1876	DIG	OK NP	555	BINDING BEGINNING TO BREAK	YES
E	1876-1877	DIG	OK NP	558	BINDING BEGINNING TO BREAK	YES
F	1877-1878	DIG	OK NP	639		YES
G	1879	DIG	OK NP	601+44		YES
H	1879-1880	DIG	OK NP	642		YES
I	1880-1881	DIG	OK NP	522+51		YES
K	1881-1882	DIG	BB/LP	529+35		YES
L	1882	DIG	LP	528+37	BINDING BEGINNING TO BREAK	YES
M	1883	DIG	OK NP	542+36		YES
N	1884	DIG	LP	522+35		YES
O	1885	DIG	OK NP	556+39		YES
P	1886	DIG	OK NP	543+35		YES

NS not scanned, SS/MP sporadically scanned/missing pgs, NP no posts, RB previously rebound, BB/LP broken binding/loose pgs, PT picture taken, DIG Digital Scan

Jefferson County

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BOOK NUMBER	DATES	SCAN	BINDING	# OF PGS	COMMENTS (# ranges=missing pages)	FILM	IMAGE
Q	1887	DIG	BB/LP	543		YES	NS
R	1887	DIG	BB	544		YES	not scanned
S	1888	DIG	BB	543		YES	SS/MP
T	1889	DIG	BB	543		YES	sporadically scanned/
U	1889	DIG	OK NP	543		YES	missing pages
V	1890	DIG	BB/LP	543	Repaired 8/19	YES	NP
W	1891	DIG	RB	558		YES	no posts
X	1891	DIG	RB	544		YES	RB
Y	1891	DIG	RB	544		YES	previously rebound
Z	1891	DIG	RB	544		YES	BB/LP
73	1892	DIG				YES	broken binding
74	1893	DIG				YES	loose pages
75	1893	DIG				YES	PT
76	1894	DIG				YES	picture taken
77	1894	DIG				YES	OK
78	1894-1895	DIG				YES	
79	1895	DIG				YES	
80	1895-1896	DIG				YES	
81	1896	DIG				YES	
82	1896-1897	DIG				YES	
83	1897	DIG				YES	
84	1897-1898	DIG				YES	
85	1898	DIG				YES	
86	1898-1899	DIG				YES	
87	1899	DIG				YES	
88	1899-1919	DIG				YES	
89	stopped dating books	SS/MP			Repaired by Cat Tail 6/19	YES	
90	with bk#89	SS/MP			Missing large gaps: 1-42, 43-88, 89-173 missing	YES	
91		SS/MP			2-4, 7-9, 11-16, 18, 22, 26-28, 29-30, 35, 58-60	YES	
92		SS/MP			1-2, 4-9, 14-22, 24-30, 32-37, 46-49, 55-56	YES	
93		SS/MP			1, 3-5, 6, 8-11, 13-16, 17, 19, 21, 23, 26, 28-29	YES	
		SS/MP			16-18, 23-25, 26-29, 31-32, 44-16, 47-48,	YES	

Jefferson County

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BOOK NUMBER	DATES	SCAN	BINDING	# OF PGS	COMMENTS (# ranges=missing pages)	FILM IMAGE	NS
94	1903-1904	SS/MP			2-3, 5-7, 8-9, 10-12, 17-18, 19-20, 23-24, 26-27	YES	NS
95	1904-1905	SS/MP			missing 1st 13 pgs	YES	not scanned
96	1905-1906	SS/MP			6-10, 11-15, 16-19, 24-26, 30-32, 36-40, 43-44	YES	SS/MP
97	1906	SS/MP			3-4, 5-6, 7-16, 23-24, 30, 43-49, 54-57, 58-62	YES	sporatically scanned/
98	1906-1907	SS/MP			missing 1st 8 pgs	YES	missing pages
99	1907	SS/MP			5-7, 8-10, 11-12, 13-15, 21-22, 23-25, 28-33	YES	NP
100	1907-1908	SS/MP			4-6, 7-10, 13-16, 19-24, 26-34, 36-37, 39-40	YES	no posts
101	1908	SS/MP			missing 113-127	YES	RB
102	1908-1909	SS/MP			2-10, 12-15, 28-30, 32-37, 38-40, 42-44, 46-48	YES	previously rebound
103	1909-1910	SS/MP			3-4, 10-14, 14-16, 17-19, 20-23, 24-26, 30-35	YES	BB/LP
104	1910	SS/MP			4, 7-11, 17-18, 20-22, 23-27, 29-30, 32-33, 35-36	YES	broken binding
105	1910-1911	SS/MP			226-233, 235-243, 266-269, 307-311	YES	loose pages
106	1911	SS/MP			3-7, 8-9, 11-14, 15-19, 21-23, 28-29, 31-32, 37-38	YES	PT
107	1911-1912	SS/MP			3-13, 14-15, 16, 20-27, 28-31, 35-39, 48-52, 55-57	YES	picture taken
108	1912-1913	SS/MP			6-10, 12, 14-16, 16-18, 22-23, 26-29, 30-34, 35-36	YES	OK
109	1913	SS/MP			1-12, 13-17, 18-19, 28-30, 36-44, 47-49	YES	
110	1913-1914	SS/MP			1-4, 6-9, 12-13, 15-19, 21-23, 25-27, 30-33	YES	
111	1914	SS/MP			2-6, 8-10, 14-19,	YES	
112	1914-1915	DIG				YES	
113	1915-1916	DIG				YES	
114	1916-1917	DIG				YES	
115	1917	DIG				YES	
116	1918	DIG				YES	
117	1919	DIG				YES	
118	1919-1920	DIG				YES	
119	1920-1921	DIG				YES	
120	1920-1921	DIG				YES	
121	1920-1921, 1906, 1917,	SS/MP			missing 1-52,	YES	
122	1922-1923	SS/MP			5, 19, 33, 42-43, 46-50, 52-58, 62-67, 68-70	YES	
123	1923	SS/MP			1-119, 128-130, 138-139, 143-149, 150-155	YES	

Jefferson County

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BOOK NUMBER	DATES	SCAN	BINDING	# OF PGS	COMMENTS	FILM IMAGE
124	1923-1924	SS/MP			1-5, 7-15, 16-19, 24-26, 28, 31-37, 38-41, 50	YES NS
125	1924-1925	SS/MP			5, -14, 16-27, 30, 33-48, 51-53, 56-69, 72-75, 85-86, 8	YES not scanned
126	1925-1926	SS/MP			1-37, 45, 48, 50-52, 53-55, 57-60, 64-66, 68	YES SS/MP
127	1926	SS/MP			1-5, 10-16, 17-21, 24-27, 30-31, 33, 36-51, 53-54	YES sporadically
128	1926-1927	SS/MP			1-4, 9-14, 22-24, 27, 29, 33-41, 42, 45-56, 58-62	YES scanned/
129	1927	SS/MP			2-7, 9-13, 17-19, 23, 26-31, 36-42, 48-49, 52-55	YES missing pages
130	1927-1928	SS/MP			2-5, 32-40, 44-46, 52-55, 56-62, 71-78, 80-88	YES NP
131	1928-1929	SS/MP			2-4, 6-8, 22-25, 31-32, 37-41, 54-59, 61-62,	YES no posts
132	1929	SS/MP			9-10, 11-12, 16-18, 20-24, 26-28, 29-30	YES RB
133	1929-1930	SS/MP			1-2, 3-7, 15, 18-22, 23-24, 25-29, 54-57, 61-66	YES previously rebound
134	1930	SS/MP			6-12, 16-17, 25-28, 30-34, 40-44, 46-47, 50-51	YES BB/LP
135	1930-1931	SS/MP				YES broken binding
136	1931-1932	SS/MP				YES loose pages
137	1932	SS/MP				YES PT
138	1932-1933	SS/MP				YES picture taken
139	1933-1934	SS/MP				YES OK
140	1934	SS/MP				YES
141	1934-1935	DIG				YES
142	1935-1936	DIG				YES
143	???	DIG				YES
144	1936	DIG				YES
145	1936-1937	DIG				YES
146	1937-1938	DIG				YES
147	1938	DIG				YES
148	1938	DIG				YES
149	1938-1939	DIG				YES
150	1939	DIG				YES
151	1939-1940					YES
152	1940					YES
153	1940-1941					YES

Jefferson County

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BOOK NUMBER	DATES	SCAN	BINDING	# OF PGS	COMMENTS	FILM IMAGE
154	1941					YES
155	1941					YES
156	1941-1942					YES
157	1942					YES
158	1942-1943					YES
159	1943-1944					YES
160	1943-1944					YES
161	1944					YES
162	1944-1945					YES
163	1945					YES
164	1945-1946					YES
165	1946					YES
166	1946					YES
167	1946-1947					YES
168	1947					YES
169	1947					YES
170	1947-1948					YES
171	1948					YES
172	1948					YES
173	1948					YES
174	1948					YES
175	1948-1949					YES
176	1949					YES
177	1949					YES
178	1949-1950					YES
179	1950					YES
180	1950					YES
181	1950					YES
182	1950-1951					YES

NS

not scanned

SS/MP

sporatically

scanned/

missing pages

NP

no posts

RB

previously

rebound

BB/LP

broken binding

loose pages

PT

picture taken

OK

Jefferson County

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BOOK NUMBER	DATES	SCAN	BINDING	# OF PGS	COMMENTS	FILM IMAGE
183	1951					YES
184	1951					YES
185	1951					YES
186	1951-1952					YES
187	1952					YES
188	1952					YES
189	1952					YES
190	1952					YES
191	1952-1953					YES
192	1953					YES
193	1953					YES
194	1953					YES
195	1953					YES
196	1953-1954					YES
197	1954					YES
198	1954					YES
199	1954					YES
200	1954					YES
201	1954					YES
202	1954					YES
203	1954-1955					YES
204	1955					YES
205	1955					YES
206	1955					YES
207	1955					YES
208	1955					YES
209	1955-1956					YES
210	1956					YES
211	1956					YES
212	1956					YES
death bk 7	1905-1949				loose pages	

NS

not scanned

SS/MP

sporatically

scanned/

missing pages

NP

no posts

RB

previously

rebound

BB/LP

broken binding

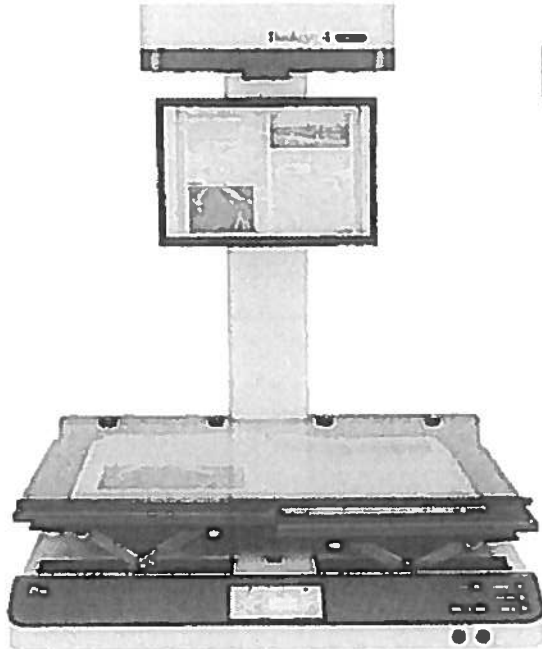
loose pages

PT

picture taken

OK

Jefferson County



Bookeye 4 V1A Color Scanner
With Motorized 'V' Cradle and Flat Mode
And Opus FreeFlow

The Bookeye 4 combines the experience of 1,000s of installed book scanners with the latest technological advancements. Usability, robust design and image quality characterize the newest member of the Bookeye family. The innovative 'V' book cradle protects valuable books against damage during the scan process. Books can be comfortably placed in the cradle – opened at an angle of 140 degrees, protecting spine and binding. The Bookeye 4 digitizes documents up to 25x33.5 inches at 400 dpi in 7 seconds!

The Bookeye 4 V1A is also available in grayscale/ black & white and may be upgraded to 24 bit color at any time in the future. This scanner's unique design eliminates the movement of the high resolution linear CCD and lens and as a result, eliminates the distortion inherent in all planetary scanners with stationary scan heads.

Included with your Opus Bookeye 4 V1A scanning system:

- 25"X33.5" inch scan bed (8% more than DIN/ISO A1)
- Dynamic focusing with exclusive center of lens light path
- Two motorized light bars with high illumination LED lighting
- Integrated motor-driven book cradle with 4" vertical motion
- 140° book and flat mode with glass plate and foot pedal
- White LED light source
- Spine widths up to 7" (4" in V Cradle mode)
- Telescopic rail system with 2-D adjustment of book cradles
- High-res. CCD image sensors.
- 36/24 bit Color with ICC Color Profiling
- Soft non-metallic surface for delicate original materials
- Interface: 1000 megabit TPC/IP, Scan2Net
- Formats: TIFF, PNG, JPG, PDF, PDF/A
- No infrared or ultraviolet emissions
- Dimensions: 43.3 x 34.6 x 33.7 inches; Weight: 170 lbs.
- Shipping & handling, and remote support (via WebEx)

Bookeye 4 V1A Grayscale/B&W 600 dpi Scanner, Neck Monitor & Ft Pedal	\$27,950
'Optional' Color Upgrade	\$8,000
Shipping & Handling Remote Webinar Installation & Training via WebEx	Included
Opus Free Flow Digitization Production Software (OCR and Automatic Image Treatment)	\$5,553
Less 10% non-profit Discount on \$41,503	<u>(\$4,150)</u>
	\$37,353
Less 5% government Discount on \$37,353	<u>(\$1,868)</u>

Institutional Price **\$35,485**

First Year Annual Maintenance (required) 10.5% on \$35,485 **\$3,726**
 (includes all support/training for hardware & software – see service below)

Optional Onsite Installation and Training **\$1,800**
 (Recommended for larger V1A model)

Important Note: maintenance on products, upgrades and options are 10.5% for 1st & 2nd year and 12.5% for 3rd & subsequent years

Jefferson County



Recommended System Requirements for Opus FreeFlow	
Processor	Intel® Core™ i5 Processor
Operating System	Genuine Windows 10 Pro, 64-bit
Memory	8GB DDR3
Hard Drive	500GB 2.5 SATA 3.0Gb/s
Video Card	Minimum resolution of 1920x1080 (dual monitor support if preview screen is used)
Monitor	22" Widescreen Flat Panel
Keyboard	USB Keyboard
Mouse	USB 2-Button Optical Mouse with Scroll
Additional Network Adapter (Second Network Interface Card)	Secondary Network adapter Gigabit Ethernet (1000 Base-T)
External Archive Storage (Recommended if the system will not be connected to a SANs environment)	1 or 2 TB Network Attached Storage
Software	Latest Service Pack plus all relevant Microsoft® updates
Location	<ul style="list-style-type: none"> • A well ventilated area • Near 110v outlets • Away from windows or other bright or uneven light source

Recommended Upgrades	
Processor	Intel® Core™ i7 Processor
Monitor	<ul style="list-style-type: none"> • 24" Wide Flat Panel • 30" UltraSharp Widescreen Digital Flat Panel

Jefferson County

Cat Tail Run Hand Bookbinding

2160 Cedar Grove Road ♦ Winchester, Virginia 22603
(540) 662-2683 ♦ info@cattailrun.com

29 SEPT 2019

DEED BOOK	TOTALS
10	\$1,095
33	\$690
88	\$410
30	\$755
35	\$390
B	\$345
C	\$280
K	\$855
	\$4,820

Jefferson County

DEED BOOK	Complete Resewing	Sewing Repairs	Paper Repair	Relining and Hinging	Guarding loose pages	Index cover repair	Scanning and using scanned pages in book	Cover repair	TOTALS	Notes
10	\$425		\$245		\$275	\$150			\$1,095	Needs total resewing. Loose pages need to be attached (guarded) around adjacent signatures prior to resewing. Blue index needs a cover (cardstock thickness) and the pages need to be guarded together so they make a booklet and are not just loose. Index needs some paper repair.
33			\$415			\$150	\$125		\$690	Blue index badly tattered and it needs not only repair, but a cover as well. A map in the book needs repair and to be scanning, with the scan being used in place of the fragile original map.
88		\$85	\$45	\$195	\$85				\$410	Sewing break in the middle of the book. Hinging tailing and some paper repair
30		\$85	\$210	\$195	\$115	\$150			\$755	Sewing repair at page 261 where sewing was raised. A total at page 303 needs guarding because it is tearing through the sewing (although the sewing is sound). Map at page 261 is damaged and needs to be reattached to the book. The index needs paper repair and a cover (cardstock thickness). The linings and hinging need to be replaced.
35		\$110	\$85	\$195					\$390	Several signatures need their sewing shored up. Some paper repair. Relining and rehinging will be needed.
B				\$195		\$150			\$345	Needs relining/rehinging and the index needs a cover (cardstock thickness).
C			\$85	\$195					\$280	Some paper repair needed. Needs relining/rehinging.
K	\$425		\$125	\$195	\$110				\$855	Needs resewing and some paper repair. Some loose pages will need to be guarded to adjacent signatures prior to resewing. Text will require relining and rehinging.
TOTAL									\$4,820	

Jefferson County

in the State of Virginia, do hereby certify that William
 a certain deed, bearing date on the 5th day of April 1849, and
 appeared before us in our County aforesaid, and acknowledged
 and deeded us to certify the said acknowledgment
 County Court of Jefferson County, in order that the said deed
 under our hands and seals this 15th day of April 1849.
 Braxton Davenport, Clerk.
 Rich^d Henderson Secy.

W. F. Turner and Braxton Davenport, Justices of the Peace
 the State of Virginia, do hereby certify that Thomas
 Lock, parties to a certain deed bearing date on the 5th day of
 April, personally appeared before us in our County aforesaid, and
 our act and deed, and deeded us to certify the said acknowledgment
 County Court of Jefferson County, in order that the said deed
 under our hands and seals this 16th day of April 1849.
 W. F. Turner Secy.
 Braxton Davenport Secy.

not held for said County on the 16th day of April 1849,
 to be recorded.
 T. A. Moore Clerk.

24
 his 5th day of April 1849, between Thomas Lock, of the
 1st part, and William C. Maconchy, of the
 2^d part, both of Jefferson County, Virginia;
 Thomas Lock is indebted to William C. Maconchy, and
 is appointed by the County Court of said County, in
 my, in which James L. Hamilton and wife are plaintiffs,
 or are defendants, by three bonds, one whereof is for
 forty dollars and twenty two cent, payable at the
 Court, later Mary Maconchy, now the wife of said
 from the date thereof, payable as usually after the
 bonds is for the sum of Eighteen hundred and
 payable on or after date, with interest from
 for Eighteen hundred and two dollars and that
 date, with interest from date, all of which bonds
 1849, and the said Thomas Lock is desirous to secure
 a guaranty for the deferred payments for a term of
 by a deed of mortgage by a deed of indenture of
 and at same time with these presents. For the
 consideration of the promise, and of one dollar to him
 of T. Lock, the receipt whereof is hereby acknowledged,
 by these presents, I do grant, bargain and sell to
 of land, situated in Jefferson County aforesaid,
 Thomas H. Willis and James Washington,
 more, two rods and two perches, which are the
 same, and was conveyed by said Commission to
 of these presents, which will be recorded in the
 files

books office of the County Court of said County,
 a more particular description by the miles and bounds
 hereditaments and appurtenances; To have and to
 with the appurtenances thereto belonging, to the said
 signs forever, to his heirs and assigns, for use and
 the following purpose and to wit; that is to say
 undivided and fail to pay the said bonds as they are
 the interest on said bond for Twelve hundred and
 annually, such money payable before the death
 to the time of her death, then on the occurrence of
 be the duty of the said William F. Lock being so
 notice of the time, place and terms of sale in
 in said County, for four weeks successively next before
 such default shall occur, to the highest bidder at
 tract of land as may be necessary to pay off such
 1st, as may be then due and payable and unpaid
 such sale, including the usual commission to the
 sale after retaining said costs or, then to pay off
 both, as may be then due and unpaid by said
 the said Thomas Lock, for himself and his heirs,
 Lock, his heirs and assigns, that he the said Thom
 and forever defend to the said William F. Lock, his
 heirs, granted, against the claims, titles and demand
 of his heirs, and of all persons whatsoever. In Test
 has hereunto set his hand and affixed his seal the day

30

sent to
 appearing
 for same is
 125

Jefferson County Ct.
 We William F. Turner and Braxton Davenport
 aforesaid, in the State of Virginia, do hereby cert
 did, bearing date on the 5th day of April 1849, and
 before us in our County aforesaid and acknowledged
 deeded us to certify said acknowledgment to the Clerk
 order that the said deed may be recorded. Given un
 April, 1849.

Jefferson County Ct.
 At a Court held for said County on the 16th
 to be recorded.

125

Virginia, Jefferson County Ct.
 Ordered that Edward E. Cooke, Braxton
 and Georg. W. Sappington, or any three of them,
 belonging to the estate of Matthew F. F. F.,
 said F. F. F.

Division of
 M. F. F.
 Slaves.

Jefferson County Ct.
 Edward E. Cooke, Clerk.

147

Jefferson County

day of March in the Year 1875, between
 and Catherine T. his wife, of the one part, and
 and "William" Charles in consideration of
 \$2000 paid to them in hand paid and
 following to wit: One thousand dollars
 portion of the first part, before the sealing
 of which is hereby acknowledged, a
 parcel of land by James W. Rowland
 owned, situated in the City of Baltimore
 West side of Chapel Street in said City
 by the father of the said D. C. Washington
 and D. C. Washington taking the same the
 one of three thousand five hundred rods:
 by the said (W. Rowland on the tract
 and conveyed, and third bonds were
 made in favor of said D. C. Washington
 executed by deed of trust, upon the
 the said D. C. Washington and
 into the said D. C. Washington his heirs
 community of title, all of a certain parcel
 of land in said County West Virginia, being a
 parcel of land by D. C. Washington and
 in a stone in Rowland W. Herberts
 standing 1.1 pole north of a highway line
 said D. C. Washington et al. 23° 51' E. 111.5
 line of old Edward E. Crooked hairs (2)
 of Henry B. Davenport, along the north
 56° 11' W. 47.8 poles to a stone of the same
 124.8 poles to a stone at its corner, and
 and Thomas B. Washington
 with said Washington 35° 58' W
 a C. Washington (5) chains with the
 the beginning, containing one hun-
 dred being exclusive of road, and
 was to the said D. C. Washington
 a right of way twenty
 feet, said right of way, starting
 from the line, two hundred and
 Herberts line, and running across
 old Winchester road, and
 in said road, two hundred
 rods on the line of W. Edward E.

rolled land (the same is D. W. Herberts, but has a
 right of way twenty feet wide across the corner of the land
 the old Winchester and Winchester road, said right
 2 in plot). D. C. Washington
 To have and to hold the same with all
 conveyed and all the appurtenances thereto to the said
 D. C. Washington his heirs and assigns forever.
 Witness the following signatures
 B. C.
 Catherine

State of West Virginia }
 County of Jefferson } J. H. H.

I, John H. H.,
 County of Jefferson, do certify that Rowland B. H.
 is signed to the writing above bearing date
 March 1875, this day acknowledged
 in my said County; and I do further cer-
 tify that the said Rowland B. H. and
 Catherine T. Washington, the wife of the said, Rowland B.
 H. were not required to the writing above, be-
 cause of a March 1875, personally appeared at
 said, and being examined by me privately
 and having the said writing fully explained
 to them, and Catherine T. Washington acknowledged the
 same, and declared that she had willingly and
 not wish to retract it.

Given under my hand this 30

State of West Va }
 Jefferson County } J. H. H.

On the 31 March
 of March & Feb was received in said
 according to Law, and admitted to be

Jefferson County

ing the same tract was conveyed to Harrison for
 Eschlinger and N. S. White, heirs of S. Sadler
 Oct. 10th 1857, and recorded at the same time
 as being described by metes and bounds as follows
 made by S. Howell Brown, County Surveyor, viz
 first in the fence on the north side of the Smith-
 and Harpers Ferry turnpike and corner to Lane
 in flat) running thence with said turnpike
 the corner to Henry B. Weaverport (fig. 2); thence
 poles to a stake corner to Laura Morgan (fig. 3);
 in 12.25 poles to the beginning containing ninety
 to have and to hold the said real estate
 in all the right, title and interest of Rachael J
 of James M. Jordan decd. John B. Jordan,
 George Wells and Susan Wells unto the said Henry B
 and assigns forever.

ing signatures and seals.
 George Bayler, Spl. Comm. Seal
 Helen Moore, Spl. Comm. Seal

Laura Morgan

Moore, Spl. Comm. } Survey
 out
 part in the fence, on the north side of the
 in and Harpers Ferry turnpike, and corner to
 flat) running thence with the said turnpike
 in, corner to Henry B. Weaverport (fig. 2); thence
 to a stake corner to Laura Morgan (fig. 3);
 5 poles to the beginning containing ninety
 Howell Brown, S. J. C. Nov. 17/51
 Clerk's Office of the
 County Court.

under 1851 the foregoing deed of Bargain
 ed before me in said Office by George Bay-
 al Commissioner, and admitted to record
 out, Clerk of said Court

George Bayler, Spl. Comm. }
 John Burns & Sons, Trustees } Bargain

This deed, made the 20th day of November
 Bayler, Special Commissioner of the first p-
 ferendum, Isaac M. Banner, Adm'r. Brown
 Dear Porter, assuming trustee of the Beale
 the second part whereas the said Special
 1851 the assurance of the authority vested in him by
 of the County of Jefferson, made on the 21
 the said in chancery thence finding in a
 Plaintiff and H. H. Chavers, Trustee, and
 the real estate hereinafter conveyed acc-
 cise to the said parties of the second
 dollars and twenty five cents, and the sa-
 ed said party of the first part in each
 of the said deed by the party of the sec-
 dency acknowledged, to make a deed
 party of the second part, Now, therefore
 said George Bayler, Special Comm-
 granted and conveyed unto the said
 having real estate, situated in the Co-
 and described as follows, Beginning
 of Mrs. M. Smith corner to Henry B
 poles from a bycamore tree, then
 straight N 90° E 10.75 poles to a stake,
 thence S 25° W 10.32 poles to a stake
 Runners line; thence with it S 64°
 same lot conveyed by Henry Cole
 deed of record deed Book B pag
 to the said parties of the second
 for the use and benefit of the Co-
 Church.

Witness the following sign-
 said.
 less
 State of West Virginia,) Clerk
 Jefferson County,)
 On the 2nd day of December
 and sale was acknowledged
 Bayler, Spl. Comm., and admitted
 Clerk

the end of

Jefferson County

State of West Virginia }
 County of Jefferson }
 Clerk of the Court }
 Do hereby certify that }
 the following }
 was read in said }
 Court to record }
 B

personally appeared before me in the
 presence of the said witnesses and
 having the said writing fully explained
 to her, she acknowledged that she had
 signed and does not wish to retract it
 in any Court and National Seal this
 24th.

J. F. Henning at P.

Henry R. Dulany, a Commissioner
 of the State of West Virginia, for the said
 copy that L. F. Williamson, now French
 name as signed to the writing above
 copy of April 1874, have acknowledged
 State aforesaid.
 Given under my hand and official
 of April 1874.

Henry R. Dulany
 Comm. for West Virginia
 in Maryland

I, Henry R. Dulany, a
 the Governor of the State of West Va
 certify that French Frances Williams
 of L. F. Williamson, whose name
 on bearing date on the first day
 appeared before me in the City aforesaid
 privacy, separate and apart from
 the writing aforesaid, fully explained
 Frances Williamson, acknowledged, she
 not declared that she had willingly
 or not wish to retract it.
 hand and official seal this
 24th.

Henry R. Dulany
 Comm. for West Virginia
 in Maryland

J. F. Henning
 Clerk of the Court
 Do hereby certify that
 the following property consisting of a
 implements thereon, and the eight
 three and a half acres, situated on the North
 Shepherdstown, County and State aforesaid
 to the heirs of Charles Harper on the 21
 and others on the East side (being the late
 to said James H. Henning by Henry R.
 Henning his wife and Luke Williams
 wife by deed bearing even date herewith,
 State aforesaid. In trust, to secure
 Betty of Five notes of even date herewith,
 word for Four hundred and eighty
 respectively, in one, two, three, four
 with interest from date, to be paid on
 same being for purchase money on
 Westrop the following signature

sent by
 Ed. Morgan
 July 13. 1874
 in name
 Henning

State of West Va }
 Jefferson County }
 J. F. Henning

County and State aforesaid, certify
 whose name is signed to the for
 date on the first day of April 18
 appeared before me and acknowl
 had voluntary act and deed.

Given under my
 of April 1874.

For Release of this and
 see Book of Release records
 132 page 255

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Alexander Naupac

Department or Organization: self

Estimation of amount of time needed for appointment: 10 mins

Date Requested – 1st Choice: September 19, 2019 6pm
If a specific date is needed, please provide reason for specific date:

10/3/19

Date Requested – 2nd Choice:

Subject (Wording to be placed on agenda): Request to Waive late fees for 2015 & 2016 (\$60 total)

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: alexandernaupac@yahoo.com Phone Number: 585-576-0049

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 10-20 minutes

DATE REQUESTED: 1ST CHOICE October 3rd, 2019

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: Quarterly Reviews

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION, INCLUDING ANY BACKGROUND INFORMATION:

Close estates that have met all requirements, and approve estates opened since last quarterly review.

ARE DOCUMENTS ATTACHED: To follow

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 10-20 minutes

DATE REQUESTED: 1ST CHOICE October 3rd, 2019

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: (1) Quarterly Reviews

(2) Joint Petition of the Executor and Sole Beneficiary for the resignation of Henry W. Morrow, Jr, as Executor and the Appointment of Elizabeth Coulter Stead as Successor Executrix.

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION, INCLUDING ANY BACKGROUND INFORMATION:

(1) Close estates that have met all requirements, and approve estates opened since last quarterly review.

ARE DOCUMENTS ATTACHED: To follow

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

AGENDA REQUEST FORM



Name: Eleanor Finn

Department or Organization: LWV-JC

Estimation of amount of time needed for appointment: 15 mins (max)

Date Requested – 1st Choice:

If a specific date is needed, please provide reason for specific date: Oct 3

Date Requested – 2nd Choice:

Subject (Wording to be placed on agenda): Report on Open Meetings Compliance

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

LWV studied CC + Advisory boards + compliance issues. finding to be provided

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):

None

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

If not attached, explain: remarks will be printed and given AT The meeting

Is equipment needed? none Projector Y N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information: Eleanor Finn

Email address: eleanor.finn@yahoo.com Phone Number: 304-826-8489

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

Empty box for Commission Staff Use Only – Financial Impact/Recommendation.



Summary of Findings: Open Meetings Study
Presented to the Jefferson County Commission
October 3, 2019

Dear County Commission members:

Over the past several months, members of the LWV of Jefferson County surveyed how 12 local governmental boards and commissions are implementing the West Virginia Open Governmental Meetings Act.

The first step in the process was a community presentation in April by the West Virginia Ethics Commission staff on the provisions of the Act. We were very pleased at the turnout.

Following the presentation, we sent a written survey questionnaire to local governmental boards and commissions regarding compliance with the provisions of the Open Meetings Act. We followed up with a personal interview to explore how governmental bodies are going beyond the Open Meetings Act to educate and engage the public. All 11 boards and commissions (listed below) completed the survey and participated in the follow up interviews.

The LWV of Jefferson County is pleased to share the findings of our study with you. We are planning a community meeting as well but wanted to brief you first on our results and recommendations.

Boards and Commissions in Study:

Jefferson County Planning Commission
Emergency Services Agency
Historic Landmarks
Jefferson County Health Department
Solid Waste Authority
Farmland Preservation Board
Jefferson County Development Authority
Water Advisory Committee
Charles Town Utility Board
Jefferson County Parks and Recreation
Jefferson County Commission
Jefferson County School Board

Findings:

Posting of meeting notices electronically should be required in Jefferson County. Most of the boards and commissions we interviewed use the web and in some cases, Facebook, to advertise meetings. This approach may not be possible in all parts of the state, but it is certainly possible in Jefferson County. For those without access to electronic devices, print media and posting of notices is important. The Act requires posting at “a public place.” However, when commissions or agencies are not located near the public (for example in Jefferson County, several agencies are distant from the courthouse), public access to posted notices is problematic.

Timely posting of minutes is crucial. The Open Meetings Act requires that once approved, minutes must be made available to the public within one business day. We noted confusion about what “reasonable” is. Some boards and commissions are behind in posting of minutes either due to staff overload or lack of staff. This issue needs to be addressed.

Websites vary in quality. Those agencies having in-house web master (like the Board of Health and the Charles Town Utilities Board) have very complete and up to date websites. Others are clearly deficient, primarily due to staffing issues. The Historic Landmarks Commission has found a creative way to maintain their website: an Americorps volunteer. Any citizen appointed board or commission that is providing important input to the county commission and to community members should be provided web site services by the county commission and those sites should be reviewed at least quarterly for out of date information. We suggest that the County Commission have a help desk as a website resource for all county departments. Whenever the County Commission creates a Board, they should also provide sufficient funds/support for that board maintain a website and monitor their adherence to open meetings requirements.

Background information for agenda items should be available to the public. Making meeting agendas available to the public is an essential element of the Open Meetings Act. But if the public is to understand what the issues are and whether to attend a meeting in person or prepare testimony, background materials about the topic must be available. The county commission has a one-page agenda form that requires information about the agenda item. This is a good template for all commissions and boards to follow. Materials to be presented at the meeting should be available digitally whenever possible, especially when the meeting is to be streamed.

Methods of getting on the agenda vary. We were pleased that so many of the agencies are open to issues being placed on the agenda by community members. How to get on an agenda varies—from a phone call to the chairman, a request to staff or a request during public comment. Whatever the method, it should be explained on the web. The power to set the agenda is very important; the agency should be very clear how it is done.

A public comment period should be mandatory. Allowing public comment at the beginning of the meeting is not required by the Open Meetings Act. Public comments should be allowed at some time during public meetings.

Web sites should educate, not just notify. Finally, we would urge all boards and committees to use their websites not just to notify the public of meetings but to **EDUCATE** the public on items of community concern. For example, the county commission is embarking on a space needs

study that will likely involve public approval of funding. This process should be featured on the web site right now so the public can follow the decision-making process. Other agencies and commissions should be encouraged to flag upcoming issues, concerns and studies so the public can anticipate upcoming decisions.

What Changes Are Needed To The Open Meetings Act?

Most of those interviewed saw no need for change. The most common request was to clarify when minutes should be made available once approved.

One comment from the County Commission interview bears highlighting. The Open Meetings Act applies to state agencies as well as to local government. However, state agencies do not always communicate with local officials about upcoming projects or policy decisions. This concern may not fall directly under the Open Meetings Act, but it certainly bears follow-up.

Many local commissions and boards are part of a state wide system administered by a state agency (Board of Health, Board of Education for example). A suggestion was made that the responsible state agency provide some forms or templates for agendas and websites that would make all 55 counties more uniform.

For further information, please contact:

Lyn Widmyer , Chair, Open Meetings Study

lynwidmyer@gmail.com

304 279 3201

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elizabeth Wheeler, Director

Department or Organization: **Jefferson County Farmland Protection Board**

Estimation of amount of time needed for appointment: 5- 10 minutes

Date Requested – 1st Choice: **October 3, 2019**

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

Date Requested – 2nd Choice: October 10, 2019

Subject (*Wording to be placed on agenda*): **Approval of purchase of one Agricultural Conservation Easement**

Please provide the County Commission with a description of your request or presentation, including any background information: **The attached Deed of Easement (WW) has been approved by the Jefferson County Farmland Protection Board and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The Board has submitted all necessary paperwork to the Natural Resources Conservation Service. The easement is ready to close. Matching funding is provided for the easement through the Natural Resources Conservation Service and the Jefferson County Farmland Protection Program. The WW easement is for 83.237 acres with a cost to the Board of \$185,919.00. The owner of property WW has donated a portion of the easement value to the county amounting to \$10,081.00. The County funds have been committed for this easement since November 2017.**

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

If so, how much? \$ **0**

Provide exact financial impact/request:

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

That the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program and the Natural Resources Conservation Service of one conservation easement on the property in Jefferson County owned by Timothy W. Smith (Property WW).

Attach supporting documents for request, or request may be denied. Map of easement location, Deed of Conservation Easement
If not attached, explain:

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

Contact information:

Email address: farmlandprotection@jcda.net

Phone Number: **304-724-1414**

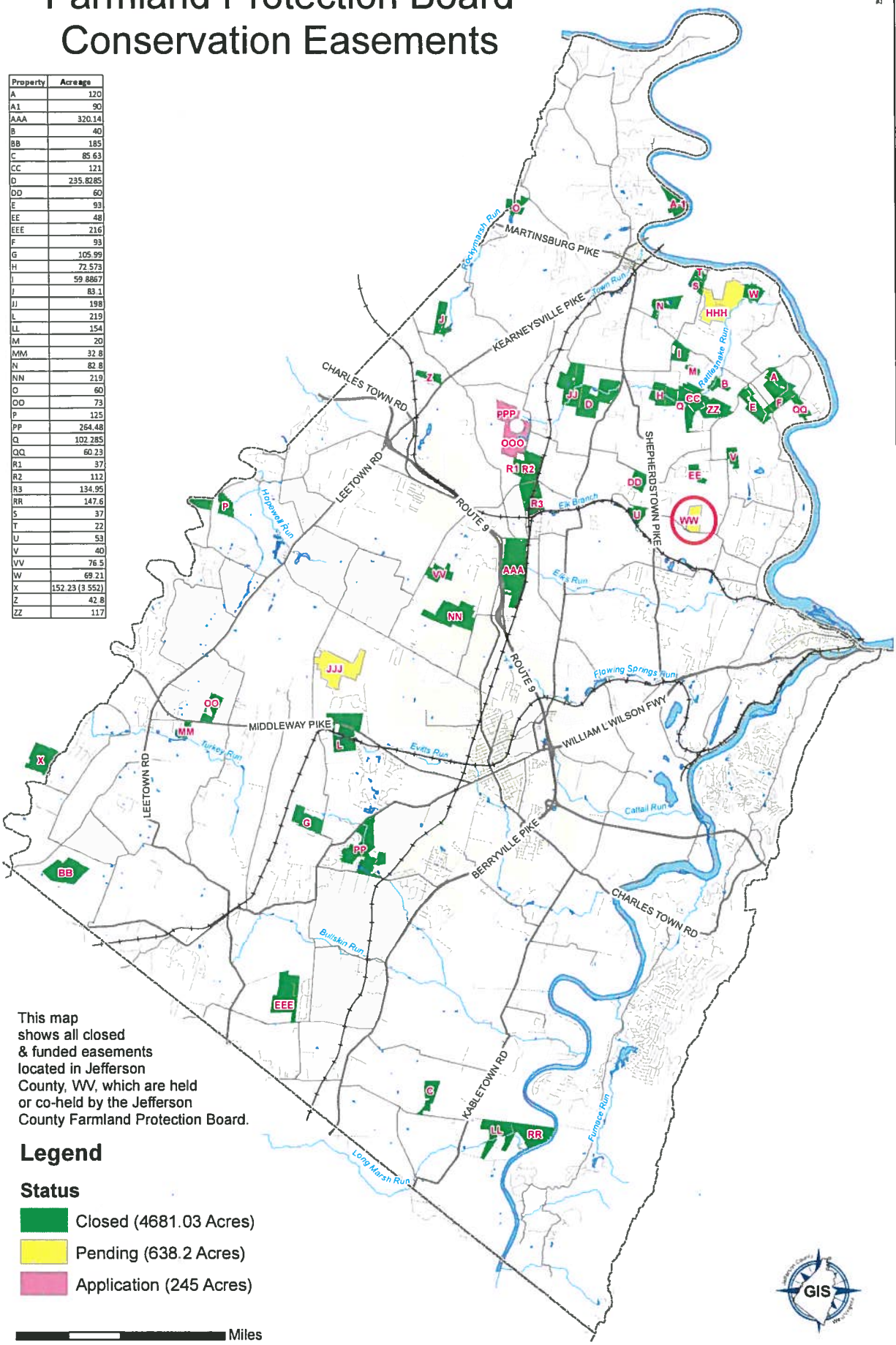
FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

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Jefferson County Farmland Protection Board Conservation Easements



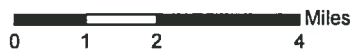
Property	Acres
A	120
A1	90
AAA	320.14
B	40
BB	185
C	85.63
CC	121
D	235.8285
DD	60
E	93
EE	48
EEE	216
F	93
G	105.99
H	72.573
I	59.8867
J	83.1
JJ	198
L	219
LL	154
M	20
MM	32.8
N	82.8
NN	219
O	60
OO	73
P	125
PP	264.48
Q	102.285
QQ	60.23
R1	37
R2	112
R3	134.95
RR	147.6
S	37
T	22
U	53
V	40
VV	76.5
W	69.21
X	152.23 (3 552)
Z	42.8
ZZ	117



This map shows all closed & funded easements located in Jefferson County, WV, which are held or co-held by the Jefferson County Farmland Protection Board.

Legend

- Status**
- Closed (4681.03 Acres)
 - Pending (638.2 Acres)
 - Application (245 Acres)



DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** (“Easement” or “Easement Deed”) is made this _____ day of _____, 20 , by Timothy W. Smith, having an address at 1241 Wiltshire Road, Kearneysville, WV, 25430 (“Grantor”), to the JEFFERSON COUNTY FARMLAND PROTECTION BOARD (“JCFPB”, “Grantee” or “Holder”), having its mailing address at P.O. Box 731, Charles Town, WV 25414, and with a right of enforcement to the United States of America (“United States”), acting by and through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (“NRCS” or “USDA-NRCS”) with its mailing address at 1550 Earl Core Road, Morgantown, WV 26505, acting on behalf of the Commodity Credit Corporation (CCC), as its interest appears herein, for the purpose of protecting the agricultural use and future viability, and related Conservation Values (hereinafter defined), by limiting nonagricultural uses. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 83.237 acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the “Protected Property”). The Protected Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County at Deed Book 1007, Page 351;

WHEREAS, the Protected Property possesses agricultural, including prime, unique, statewide or locally important soils; open space and natural values (collectively, “Conservation Values”) of great importance to Grantor, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, this Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP), 16 U.S.C Section 3865 et seq., and 7 CFR Part 1468 et seq. for the purpose of protecting the agricultural use and future viability, and related Conservation Values, by limiting nonagricultural uses of the Protected Property;

WHEREAS, under the authority of the Agricultural Conservation Easement Program, the United States Department of Agriculture’s Natural Resources Conservation Service has provided \$172,000.00 to Grantee for the acquisition of this conservation easement entitling the United States to the rights identified herein;

WHEREAS, JCFPB has provided \$185,919.00 to purchase a conservation easement on 83.237 acres of the Protected Property;

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, on file at the office of Grantee and

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incorporated by reference (“Baseline Documentation”), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Protected Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantor and Grantee have the common purpose of protecting the agricultural use and future viability, and related Conservation Values;

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia (“Legislature”) has recognized in West Virginia Code §8A-12-1 et seq. the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land, and the legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs, to accept qualifying properties voluntarily entered into the program, and pursuant to West Virginia Code §8A-12-5 provided Jefferson County Farmland Protection Board has the authority to acquire and hold conservation easements;

WHEREAS, the County Commission of Jefferson County, West Virginia (“County Commission”) has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, JCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia, that by the acceptance of this Easement it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination, and that it agrees to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit

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of this generation and the generations to come in the future;

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee, and with a right of enforcement to the United States, a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to protect the agricultural use and future viability of the Protected Property by limiting nonagricultural uses; and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted enforcement rights under the terms of this Easement. However, the United States will only exercise its rights as set forth below at Paragraph II. 5. e (*United States Right of Enforcement*). Until such time, if ever, the United States exercises its rights under this Easement, Grantee is the primary manager and enforcer of this Easement.

The Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

I. TERMS, CONDITIONS AND RESTRICTIONS

1. **Agricultural Land Easement Plan.** As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an Agricultural Land Easement Plan (ALE Plan), as approved by NRCS, to promote the long- term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees that the use of the Protected Property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to, compliance with the ALE Plan, the United States may exercise its right of enforcement.

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2 Use and Quiet Enjoyment. Grantor has the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantor has the right to engage in any and all personal recreational uses of the Protected Property, including but not limited to hiking, touring, swimming, camping, biking, horseback riding, hunting, and fishing, so long as said personal recreational uses require no development of the Protected Property and are consistent with the Conservation Values.

Grantor reserves to itself, and to grantor's personal representatives, heirs, successors, and assigns, all rights accruing from grantor's ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement; provided, however, that any activities inconsistent with the purposes of this Easement are prohibited.

3 Agricultural Uses of the Land. Any activities inconsistent with the purposes of the ALE are prohibited. Grantor may engage in any and all agricultural uses of the Protected Property provided it is conducted in a manner consistent with the terms of the ALE Plan. Examples of permitted agricultural uses include the production of plants and animals useful to man, including, but not limited to: forage, grain, and field crops; pasturage, dairy, and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts, and vegetables of all kinds; nursery, floral, and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Protected Property. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such secondary agricultural activities must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

4 Agricultural Structures. Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property. Agricultural structures shall be constructed or placed within the area described in **Exhibit C** attached hereto and made a part hereof ("Farmstead Complex Area") and shall be limited by the maximum square footage as described in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

5 Retail Sale of Farm Products. Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales. Structures permitted under this paragraph (5) shall be subject to Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

6 Activities for Religious, Charitable or Educational Purposes or to Foster Tourism. Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Protected Property in order to foster rural economic uses while protecting the rural character of the Protected Property. Such activities or businesses must be compatible with and supportive of the rural character of the Protected Property and must remain

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incidental to the agricultural and open-space character of the Protected Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Paragraph I. 4. (*Agricultural Structures*) or Paragraph I.8. (*Residential Dwellings*); no other structures are permitted on the Protected Property.
- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Areas described in **Exhibit C** and shall be limited by the maximum square feet as described below in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Non-agricultural commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

7. **Home Based Businesses.** Industrial or commercial activities on the Protected Property are prohibited except the following:

- (a) agricultural production and related uses conducted as described in the ALE Plan;
- (b) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related Conservation Values of the Protected Property herein protected;
- (c) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
- (d) home-based businesses that do not require a Department of Environmental Protection permit to operate, provided that:
 - i. the occupation or business use is conducted entirely within the Single Residential Dwelling(s) (as described in **Exhibit B**) or appurtenances allowable under Paragraph I.8. (*Residential Dwellings*); and
 - ii. the use of the dwelling for the home-based business is clearly incidental and subordinate to the use of the dwelling for residential purposes.

8. **Residential Dwellings.** Grantor and Grantee acknowledge the existence of Single Residential Dwelling(s) on the Protected Property as more fully described in **Exhibit B**. In addition, Grantor may construct additional Single Residential Dwelling(s) on the Protected

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Property, each to be located within a separate Building Envelope as indicated in **Exhibit D** (the "Retained Development Rights"). No other Single Residential Dwellings shall be constructed or placed on the Protected Property. All new or relocated structures and improvements must be located within the Building Envelopes, except for agricultural structures permitted herein under Paragraph I.4. (*Agricultural Structures*). The following conditions and restrictions shall apply:

- (a) Each Building Envelope shall contain no greater than two (2) acres each.
- (b) Grantor has the right to maintain, repair, enlarge, or replace all structures and improvements, including Single Residential Dwellings, as grantor may so desire, except that the impervious surface of each Single Residential Dwelling is limited to 5,000 square feet.
- (c) Grantor has the right to construct appurtenances such as garages, sheds, and recreational facilities within each Building Envelope, except that the total allowed impervious surface within each Building Envelope, including Single Residential Dwellings, shall not exceed 9,000 square feet.
- (d) The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the agricultural use and future viability and related Conservation Values of the Protected Property.
- (e) The Single Residential Dwellings may house one or more families or occupants but shall not be converted to apartments, townhomes, condos, or any other commercial multi-family dwelling.

9. Transfer of Development Rights. All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

10. Subdivision. Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. Notwithstanding the fact that, as of the Conservation Easement Date, the Protected Property might consist of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

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11. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Protected Property shall be subject to the limitations defined below:

- (a) Impervious surfaces shall be defined as any material that covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, roofs, any area covered by permanent or nonpermanent structures, macadam and pavement, and gravel and stone driveways and parking areas.
- (b) The total surface coverage of the Protected Property by all impervious surfaces, including all Single Residential Dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways, and parking areas, but excluding NRCS-approved conservation practices, shall not exceed 72,516 square feet, which is less than 2% of the total Conservation Easement area. This limitation shall not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement

12. Surface Alteration. Grading, blasting, filling, sod farming, excavating, removal of topsoil, earth, sand, gravel, or rock, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (a) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with an ALE Plan;
- (b) erosion and sediment control pursuant to a plan approved by the Grantee;
- (c) as required in the construction of approved buildings, structures, roads, or utilities, provided that the required alteration has been approved in writing by Grantee as being consistent with the Conservation Values; or
- (d) agricultural activities conducted in accordance with the ALE Plan.

Provided, however, that activities permitted under this paragraph (12) are conducted in accordance with the ALE Plan, disturbed land does not exceed one (1) acre in total area, and all disturbed land is restored within a reasonable time period.

13. Oil, Gas, or Mineral Exploration and Extraction. The exploration, development, mining, or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph (13).

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14. Management of Woodland Resources. Easement property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area will have a current forest management plan that is subject to approval by the Grantee and the NRCS. The agricultural use of timber and woodland products on the Protected Property is permitted, provided it is carried out to the extent practicable in accordance with current, generally accepted, best management practices for the site's soils and the terrain of the Protected Property.

A forest management plan shall not be required for the following activities and do not require prior approval of the Grantee or NRCS:

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantor;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or the Retained Development Areas or for access otherwise permitted in this Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines; or
- (e) removal of invasive species both plant and insect

The Grantor reserves the right to remove trees in areas of the Protected Property that were forested at the time this Deed of Conservation Easement was executed, as indicated in the Baseline Documentation, in order to convert management systems from a forest land use to an agricultural land use. Such land use conversion shall be conducted through an update to the ALE Plan, which update must be approved by NRCS, the Grantor, and the Grantee before any trees are removed.

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Easement and the protection of Conservation Values of the Protected Property.

Such forest management and timber harvesting must be performed in accordance with a written forest management plan consistent with this Easement prepared and signed by a licensed professional forester. NRCS and the Grantee will approve the plan to ensure it is consistent with the agricultural conservation value of this Easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

15. Other Construction. Except as specifically permitted herein, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises.

16. Roads. New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property, including providing access to the Retained Development Rights (**Exhibit D**) on the Protected Property. Maintenance of existing roads documented on the

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Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Paved roads are subject to the impervious surface limitations referenced above.

17. **Fences.** Existing fences may be maintained, repaired, and replaced and new fences may be built on the Protected Property as necessary for agricultural operations on the Protected Property, including for customary management of livestock and to delineate the boundary of the Protected Property.

18. **Signs.** Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

19. **Wastes.** Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines, or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve gardens and pastures on the Protected Property is permitted so long as composting and its application is consistent with the ALE Plan.

20. **Granting of Easements.** The granting or modification of easements for utilities or roads is prohibited when the utility or road will adversely affect the Conservation Values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

21. **Utilities.** Grantor shall not sell, lease, or grant an easement covering any portion of the Protected Property where such sale, lease, or easement is for the purpose of construction or installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers, except where such easement is for the sole purpose of serving approved buildings or structures on the Protected Property. Utilities to serve approved buildings or structures on the Protected Property that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property may be built or installed outside of the Building Envelopes with prior written approval of the Grantee and NRCS provided that said utilities are consistent with the ALE Plan. Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of the Easement.

22. **Streams, Wetland and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds or the reasonable use of the available water of the Protected Property for agricultural

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purposes permitted by this Easement. Structures and facilities associated with irrigation, farm pond impoundment, or soil and water conservation on the Protected Property shall be considered to be intended for agricultural purposes. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall be conducted in accordance with Paragraph I. 12. (Surface Alteration) and the ALE Plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. Preserving Agricultural Uses. The provisions of this Easement Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long term viability of the Protected Property, ALE Plan and ALE purposes, and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease protection for the agricultural use and future viability, and related Conservation Values, of the Protected Property.

2. Access. No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

3. Rights of the Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee or its agent by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property;
- (b) To enter upon the Protected Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property; and
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or feature of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph II. 5. (*Grantee's Remedies*).

4. Grantee Notification/Approval. Grantor reserves for itself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.

5. Grantee's Remedies.

- (a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand that the Grantor take corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

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(b) **Injunctive Relief.** The Grantee and its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Protected Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this paragraph (5. (b)) apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees and costs or restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third parties shall be borne by Grantee. The preceding two sentences shall not apply to the United States should the United States exercise its rights under (e) below (*United States Right of Enforcement*).

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) **United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorneys' fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorneys' fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the Easement.

The Grantee will annually monitor compliance and provide the United States with an annual

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monitoring report that documents that the Grantee and Grantor are in compliance with the Easement and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Easement, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

(f) **General Disclaimer and Grantor Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or which the United States may incur relating to the Protected Property.

6. **Acts beyond the Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantee shall have the right to pursue enforcement action against the responsible parties.

7. **Costs, Legal Requirements, and Liabilities.** Grantor and grantor's heirs, successors, and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

8. **Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee or the United States to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any responsibility to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

9. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this

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Easement.

10. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and the United States and its members, directors, officers, employees, agents, assigns, and contractors (collectively "Indemnified Parties") from and against all liabilities, fines, fees, penalties, costs, losses, damages, expenses, causes of action, suits, proceedings, claims, demands, judgments, and sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which Indemnified Parties may be subject or which Indemnified Parties may incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

11. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right- to- know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property.

Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of any Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor

DEED OF CONSERVATION EASEMENT

or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

12. Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee(s) and the United States stipulate that the appraised fair market value of the Easement is \$368,000.00. The Grantee(s) contributed \$185,919.00, or fifty percent (50%), the United States contributed \$172,000.00, or forty-seven percent (47%), and the landowner donated \$10,081.00, or three percent (3%). The appraised fair market value of the Easement (\$368,000.00) divided by the fair market value of the Protected Property unencumbered by the Easement (\$1,065,000) at the time of the creation of this Easement is hereinafter referred to as the "Proportionate Share." The Proportionate Share equals thirty-five percent (35%) of the appraised fair market value of the Protected Property. The Proportionate Share will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Appraisal Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee(s) and the United States will be as follows: (a) to the Grantee(s) or its designee fifty-three percent (53%) of the Proportionate Share; and (b) to the United States, forty-seven percent (47%) of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

The Holder, JCFPB, contributed \$196,000, or fifty-three percent (53%) of the Grantee's contribution. The Grantee's Proportionate Share allocation shall be allotted on this basis for any extinguishment, termination, or condemnation value.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee and

DEED OF CONSERVATION EASEMENT

the United States, in writing, within fifteen (15) days of receipt of said notification.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

The conveyance of this Easement gives rise to a property right immediately vested in the Grantee and the United States with a fair market value equal to the proportionate value that this Easement at the effective date hereof bears to the value of the Property as a whole at that time. The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States and by judicial proceedings in a court of competent jurisdiction. Any proceeds received by the Grantee shall be used in a manner consistent with the conservation purposes of the Easement.

13. Assignment. This Easement is not transferable by the Grantee to any other local, county, or state department, board, agency, commission, or successor. In the event that the JCFPB ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (W. Va. Code 20-12-1, et seq., 1995). The USDA-NRCS or its successor must approve any such transfer in advance.

Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance. The transfer of this Easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Notwithstanding any failure of the Grantor to comply with this requirement, all the Grantor's heirs, successors, and assigns shall be bound by the terms of this Easement.

15. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

16. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other party shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

DEED OF CONSERVATION EASEMENT

To Grantor: Timothy W. Smith
1241 Wiltshire Road
Kearneysville, WV 25430

To Grantee: JEFFERSON COUNTY FARMLAND PROTECTION BOARD
PO Box 731
Charles Town, WV 25414

To United States: Natural Resources Conservation Service
1550 Earl Core Road
Morgantown, WV 26505

or to such other address as a party from time to time shall designate by written notice to the other parties.

17. **Recordation.** Grantee shall record this instrument in timely fashion with the Office of the Clerk of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

18. **Amendment.** This Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

19. **Other Provisions.**

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.
- (d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.
- (e) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
- (f) **Title Warranties.** Grantor warrants that the Grantor has good title to the Protected Property, that the Grantor has the right to convey this Easement, and that the Protected

DEED OF CONSERVATION EASEMENT

Property is free and clear of any encumbrances other than those of record.

- (g) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming an part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the local grantee, the United States, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of “merger” or any other legal doctrine.
- (h) **Boundary Line Adjustments.** Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the entire Protected Property.

DEED OF CONSERVATION EASEMENT

TO HAVE AND TO HOLD this Easement hereunto the Grantee, the United States, and their successors and assigns forever

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

Timothy W. Smith

Signature

Date

GRANTEE:

Jefferson County Farmland Protection Board

Signature

Date

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ by Timothy W. Smith

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Chairman on behalf of the JCFPB.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

- A-1. Legal Description of Property Subject to Easement (Protected Property)
- A-2. Plat of Property Subject to Easement (Protected Property)
- B. Residential Dwellings(s) Subject to Easement (Protected Property) – Intentionally Omitted
- C. Farmstead Complex Area Subject to Easement (Protected Property)
- D-1. Legal Description of Retained Development Right Subject to Easement (Protected Property)
- D-2. Plat of Retained Development Right Subject to Easement (Protected Property)
- E. Extraction Area – Intentionally Omitted

DEED OF CONSERVATION EASEMENT

Exhibit A-1. - Legal Description of Property Subject to Easement (Protected Property)

All that certain piece or parcel of land lying and being situate in the Harpers Ferry District of Jefferson County, West Virginia, being more particularly bounded and described as follows:

Farmland Protection Easement Tract

Beginning at an existing iron pin on the northerly right-of-way line of West Virginia Secondary Route 23/1 (Kidwiler Road) at the common corner with lands now or formerly of Wilbert E. & Sharon L. Kidwiler; thence along the northerly right-of-way line of Route 23/1 NORTH 88 DEGREES 09 MINUTES 53 SECONDS WEST a distance of 854.79 FEET to a point; thence along the same and with a curve turning to the right with a radius of 363.21 FEET, an arc length of 201.65 FEET, a chord bearing of NORTH 72 DEGREES 15 MINUTES 34 SECONDS WEST, and a chord length of 199.07 FEET to a point; thence along the same NORTH 56 DEGREES 21 MINUTES 16 SECONDS WEST a distance of 243.77 FEET to a point; thence along the same and with a curve turning to the left with a radius of 1490.40 FEET, an arc length of 141.91 FEET, a chord bearing of NORTH 59 DEGREES 04 MINUTES 56 SECONDS WEST, and a chord length of 141.86 FEET to an iron pin; thence through lands of which this is a part NORTH 04 DEGREES 51 MINUTES 42 SECONDS EAST a distance of 1264.66 FEET to an existing fence post; thence through the same NORTH 13 DEGREES 59 MINUTES 07 SECONDS EAST a distance of 494.37 FEET to an existing iron pin at the common corner with lands now or formerly of Longfield LLC; thence along the Longfield LLC lands NORTH 14 DEGREES 38 MINUTES 31 SECONDS EAST a distance of 653.51 FEET to an existing iron pin; thence along the same NORTH 85 DEGREES 31 MINUTES 00 SECONDS EAST a distance of 1245.86 FEET to an existing fence post at the common corner with lands now or formerly of Wilbert E. & Sharon L. Kidwiler; thence along the Kidwiler lands SOUTH 05 DEGREES 28 MINUTES 47 SECONDS WEST a distance of 2778.19 FEET to the point and place of beginning and having an area of 83.237 Acres.

Being a portion of Parcel 3 in the deed the title to which became vested in Timothy W. Smith by document as recorded in Jefferson County Deed Book Volume 1007 at page 351. Property is indexed as Tax Map Parcel Number HF-4-25.

Subject to the rights associated to the existence and access to a family cemetery known as the Swagler-Henkle Graveyard as shown on the below referenced Conservation Easement Plan.

Also, subject to an existing Telephone Line Easement located along Kidwiler Road as found in Jefferson County Deed Book 435 page 449. No width specified.

Also, subject to a fifty-foot wide Access Easement located at the southeast corner of the above described Farmland Conservation Easement, beginning at West Virginia Secondary Route 23/1, running along the outer boundary line over and through lands described above as the Farmland Conservation Easement, to the below described Retained Development Right Parcel. Location of the fifty-foot wide easement more fully shown on the below referenced "Farmland Conservation Easement" plan.

DEED OF CONSERVATION EASEMENT

B. Residential Dwellings(s) Subject to Easement (Protected Property)

NONE – INTENTIONALLY OMITTED

DEED OF CONSERVATION EASEMENT

D-1. Legal Description of Retained Development Right Subject to Easement (Protected Property)

Included within the above described Farmland Conservation Easement is the following Retained Development Right Parcel:

Beginning at an iron pin on the common line with lands now or formerly of Wilbert E. & Sharon L. Kidwiler, said iron pin being located NORTH 05 DEGREES 28 MINUTES 47 SECONDS EAST a distance of 100.00 FEET from the existing iron pin point of beginning of the above described Farmland Conservation Easement Tract; thence from said Retained Development Right Parcel point of beginning and through lands of which this is a part NORTH 84 DEGREES 31 MINUTES 14 SECONDS WEST a distance of 208.71 FEET to an iron pin; thence through the same NORTH 05 DEGREES 28 MINUTES 47 SECONDS EAST a distance of 417.42 FEET to an iron pin; thence through the same SOUTH 84 DEGREES 31 MINUTES 14 SECONDS EAST a distance of 208.71 FEET to an iron pin on the common line of land of said Kidwiler; thence along the Kidwiler lands SOUTH 05 DEGREES 28 MINUTES 47 SECONDS WEST a distance of 417.42 FEET to the point and place of beginning and having an area of 2.000 Acres.

The total area of the Farmland Conservation Easement is 83.237 Acres, which includes the 2.0000 Acre Retained Development Right Parcel and the 5.0 acre Farmstead Area. These areas are more fully shown on a plan titled "Farmland Conservation Easement" as prepared by Keller Engineers, Inc., dated January 22, 2019, and indexed as Project Number 3964-1.

DEED OF CONSERVATION EASEMENT

E. Extraction Area – Intentionally Omitted

NONE – INTENTIONALLY OMITTED

DEED OF CONSERVATION EASEMENT

Approved pursuant to Section 20.107 of the 2008 Amended Jefferson County Subdivision and Land Development Regulations. This approval is for the conservation easement only and not the creation of the "Retained Development Right Parcel". Any "Retained Development Right Parcel" shown on the exhibit plat or in the deed shall process through the land development laws in place at the time of their proposed creation.



Alexandra Beavler
Zoning Administrator
September 20, 2019

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

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

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: October 3, 2019

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: *Timing in regards to filling vacancies in the schedule*

Subject: **Re-Appointment – Leah Cambardella – Part-Time Public Safety Dispatcher II**

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

Ms. Cambardella (Daffron) resigned from her full-time Public Safety Dispatcher position in 2017 after several years of employment. She sought other opportunities in another field and will remain as a full-time employee in that regard. She has expressed interested in returning as a part-time Public Safety Dispatcher.

Ms. Cambardella left on positive terms and is welcome back to the ECC. She was a former member of the policies and procedures committee and we look forward to her possibly continuing this capacity as she provided valuable input on the development of policy for the agency.

Staff will work with Ms. Cambardella to update her training certifications required for the position.

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

Motion to approve the part-time employment of Leah Cambardella as a Part-Time Public Safety Dispatcher II at Grade IV with an hourly wage rate of \$18.02/hour.

Attachments:

AGENDA REQUEST FORM
www.jeffersoncountywv.org



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

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **October 3, 2019**

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

Date Requested – 2nd Choice:

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

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

1. Discussion of renewal of County cable franchise agreement, resolution of franchise fee audit, and related issues. Discussion/Action.
2. Discussion of Jefferson County Circuit Court Civil Action #18-C-171. Discussion/Action.
3. Discussion of EEOC Charge #533-2017-00706 & #533-2019-01397. Discussion/Action.
4. Discussion of Jefferson County Circuit Court Civil Action #19-P-69. Discussion/Action.

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

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **October 3, 2019**

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

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

Subject (*Wording to be placed on agenda*): **Decision - Proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA19-01. The text amendment, in accordance with WV Code §8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 2, Definitions; Article 8, Supplemental Use Regulations; and Appendix C, Principal Permitted and Conditional Uses Table– Public Hearing 9/19/19 – Discussion/Action**

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

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

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

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

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

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

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

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

NOTICE OF PUBLIC HEARING
Thursday, September 19, 2019 at 7:00 PM

The Jefferson County Commission has scheduled a Public Hearing on the proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA19-01. The text amendment, in accordance with WV Code §8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 2, Definitions; Article 8, Supplemental Use Regulations; and Appendix C, Principal Permitted and Conditional Uses Table. The purpose of this amendment is to develop provisions for a Special Event Facility in the Rural, Residential Growth, and Village Zoning Districts. The new text would replace the existing Rural Event Facility provision in Section 8.14. Currently, Section 8.14 allows event facilities to locate within an existing structure. The proposed text would allow a new structure to be constructed for the purpose of establishing an event facility.

Oral or written comments can be provided at the hearing, 7:00 PM Thursday, September 19, 2019 in the Charles Town Library meeting room at 200 E. Washington Street, accessed at the side entrance on Samuel Street. You may also submit written comments to info@jeffersoncountywv.org or to PO Box 250, Charles Town, WV 25414.

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

By Order of the Jefferson County Commission
Patsy Noland, President

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Alexandra Beaulieu, Zoning Administrator

Department or Organization: Department of Engineering, Planning and Zoning

Estimation of amount of time needed for appointment: 10 Minutes

Date Requested – 1st Choice: August 29, 2019

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

Date Requested – 2nd Choice:

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

To provide an overview of the Planning Commission's recommended Zoning Ordinance Text Amendment (ZTA 19.01) and to request that the County Commission schedule a Public Hearing in accordance with WV Code §8A-7-8. The draft amendment proposes to create provisions to establish a Special Event Facility in the Rural, Residential Growth, and Village zoning districts. The new text would replace the existing Rural Event Facility provision in Section 8.14.

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

On April 9, 2019 a request from Quintina Reddington was submitted to the Jefferson County Planning Commission to amend the Zoning Ordinance to incorporate text which would allow her to establish an event facility on her orchard. The Planning Commission made a motion to accept into their work plan Ms. Reddington's request and directed Staff to begin working on an amendment.

On July 9, 2019 the Planning Commission held a Public Hearing to receive public input on the proposed text amendment, which proposed changes to Article 2, Definitions; Section 8.14 Rural Reception/Event Facility; and Appendix C – The Principal Permitted and Conditional Uses Table. During the Public Hearing, one public comment was made in support of the proposed amendment and one in opposition. The Planning Commission kept the public comment period open for two weeks, in order to provide an opportunity for the public to submit written comments. During that time, two additional comments were submitted, in general support of the amendment with recommended revisions.

On August 13, 2019 the Planning Commission incorporated revisions based on public comment received and with a vote of 7-0, found that the proposed amendment was consistent with the Envision Jefferson 2035 Comprehensive Plan and recommended that the draft text amendment be forwarded to the County Commission for the purpose of scheduling a public hearing.

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*):

I move to schedule a public hearing on _____, 2019 at __ a m./p.m. to receive input on the draft text amendment to the Jefferson County Zoning Ordinance, File #ZTA19-01, which proposes to create provisions to establish Special Event Facilities in the Rural, Residential Growth, and Village zoning districts.

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

- Staff Memo to Planning Commission dated 07-09-19 for background information
- Petition from Quintina Reddington dated March 26, 2019
- Proposed Text Amendment to various sections of the Zoning Ordinance (ZTA19-01)

If not attached, explain:

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

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION



JEFFERSON COUNTY, WEST VIRGINIA

Office of Planning and Zoning

116 East Washington Street, 2nd Floor

P.O. Box 716

Charles Town, WV25414

www.jeffersoncountywv.org

Email: planning@jeffersoncountywv.org
zoning@jeffersoncountywv.org

Phone: (304) 728-3228

Fax: (304) 728-8126

MEMO

TO: Planning Commission

FROM: Alexandra Beaulieu, Zoning Administrator

DATE: 07-09-19

RE: ZTA19-01, Special Event Facilities

On April 9, 2019, the Planning Commission made a motion to accept into their work plan Quintina Reddington's request to create a text amendment to allow an event facility in the Rural zoning district.

Staff has received a number of inquiries to establish event venues, typically for weddings and similar types of receptions/celebrations. Since the adoption of Section 8.14 in 2014, which allows for a Rural Event Facility in an existing structure, it has been brought to our attention that converting existing barns is cost prohibitive due to the requirements set forth in Building Code; however, under the current regulations, there are no provisions to process a newly constructed event facility in the Rural zoning district.

The draft amendment before you today proposes two types of event facilities. An Agricultural Special Event Facility, which mimics the intent of the existing provisions in Section 8.14 but proposes additional text for clarity such as a minimum acreage and that the use be accessory to an existing farm.

The second type of facility is a Special Event Facility, which is a facility that operates independent from any other use on the property. A Special Event Facility would require processing a Conditional Use Permit to operate in the Rural, Residential Growth, and Village zoning districts. The proposed text includes criteria for the Board of Zoning Appeals to consider when reviewing an application such as the proposed frequency of events, maximum building capacity, signage, etc. Requiring a Conditional Use Permit for this land use is consistent with the County Commission's 2018 revision to Appendix C to allow most Commercial Uses to process as a Conditional Use in these zoning districts. Staff also found that the proposed text is consistent with the Envision Jefferson 2035 Comprehensive Plan's recommendation to "Amend the Zoning and Land Development Ordinance to permit additional non-residential rurally compatible uses." (recommendation 5, page 77 of the Plan.)

The proposed text is also consistent with the Plan's recommendation 5.b to "Amend local land use regulations to permit non-agriculturally related commercial uses by the Conditional Use Permit (CUP) process in the Rural zone if the use is agriculturally and rurally compatible in scale and intensity, poses no threat to public health, safety, and welfare, and if the use helps preserve farmland and open space and continue agricultural operations."

The Planning Commission's role is to receive input from the public and to determine whether the proposed text amendment is consistent with the Envision Jefferson 2035 Comprehensive Plan. Following the public hearing, the Planning Commission will finalize the draft text amendment and make a recommendation to the County Commission. Once the Planning Commission forwards their recommendation to the County Commission, the County Commission is required to hold a Public Hearing to receive additional public input.

The proposed text amendment reflects revisions to Section 2.2, Terms Defined; Section 8.14, Rural Reception/Event Facility [Proposed Special Event Facility]; and Appendix C, Principal Permitted and Conditional Uses Table.

Attachments:

- Agricultural and Rural Economy Recommendations (Goal 8) from the Envision Jefferson 2035 Comprehensive Plan
- ZTA19-01, Special Event Facilities

2.B. Agricultural and Rural Economy

One of the more significant issues expressed by County residents involved in the Envision Jefferson 2035 process was maintaining the rural economy and small town lifestyle of Jefferson County. It is important that this discussion not be framed by the concept of preservation but of creating opportunities for farms to be economically viable. This would include identifying ways to protect and enhance the farms and open spaces that provide the rural character along with the agribusinesses that have been the historical heart of the Jefferson County economy. One goal of this Plan is to maintain productive farmland soils and the rural character and economy of the County by reducing the conversion of farmland to non-agricultural based uses.

There must be a viable rural economy to maintain the rural landscape. The rural economy is much more than traditional farming. It includes innovative agriculture, horticulture, forestry, commercial and non-commercial equine industry, other forms of animal husbandry, tourism, rural based public and commercial recreation, ancillary rural business, and compatible rural institutional uses. Many of these sectors are growing and collectively contribute significantly to Jefferson County's economy and provide several thousand jobs. The County's citizens benefit from the proximity of rural based activities and services and the rural enterprises benefit from nearby markets for goods and services. With this potential, the rural areas of Jefferson County should be seen as ripe for investment and reinvestment.

A key aspect of the County's rural economy is recognizing the changes in the regional and national marketplace that might affect agricultural activities at the local level. In some instances, farm operators have adapted to these changes by diversifying into additional farm based activities, changing the types of farming activities taking place on a site, or seeking to include direct sales and on-site marketing, and value added processing of crops or products. The ability of a farm operator to diversify or change their operations to meet the needs of the marketplace is an important consideration in providing a framework for the continuation and enhancement of farm and agricultural activities in Jefferson County.

The enhancement of the rural economy is a central focus of the rural strategy of this Plan and requires the support of the Jefferson County Development Authority and other organizations which support the agricultural economy. A broad-based rural economy can be a net-revenue generator for the County because tax revenues generally exceed expenditures for rural properties. The County recognizes its fiscal responsibility to protect the land resource for the rural economy, to provide fundamental protection for rural businesses, to ensure prudent fiscal management of limited public resources, and to provide needed protection of the public health and safety.

Rural Economic Activities

The agricultural community in Jefferson County recommended the following priorities to strengthen the rural economy:

Agricultural Community Priorities

- Diversify farm operations through the sale and marketing of value added products (such as the processing and marketing of products on-site);
- Allow farm operators to work with nearby farm operators to market and sell each other's goods on each individual farm;
- Allow a wider range of service activities to take place on agricultural properties.

The rural areas of Jefferson County include not only farms and residences, but also a variety of small artisan studios and other cottage industries. While the preservation of agriculture is essential to the protection of rural areas, it is also important to provide for the ability of appropriately scaled businesses to succeed. When permitting additional uses in the rural area, it is important that the size and scale of both the property and the business be correlated. The intensity of the activity permitted should directly relate to the size of the rural property which would enable larger rural properties to undertake more activities. By correlating scale and intensity of uses to the rural property size, it is anticipated that off-site impacts would be mitigated for the surrounding landowners. Some uses may require performance standards which should be incorporated into the local land use regulations.

By enabling farm operators to have more options and encouraging the creation of cottage industries that reflect the rural aesthetic, the viability of operating rural based businesses in the County's rural areas will be enhanced in the coming decades. While Jefferson County has modified its Zoning and Land Development Ordinance to allow for a greater variety of uses, additional steps might be needed to improve opportunities for farm operators to continue or expand their businesses, and for artisans and other individuals to operate small businesses that complement these activities. A streamlined process for uses with minimal impacts to surrounding neighbors should be developed.

The land use component of this Plan recognizes an example of a non-residential Conditional Use Permit (CUP) in the Rural area referred to as an Agricultural Based Economic Empowerment Area, defined as a commercial agricultural hub that is not located on a farm, but is located in a rural area and focuses on intensively supporting agricultural activity through the value added processing, holistic health and marketing of local goods. Other appropriate uses in the Rural district (some of which may require a CUP) include, but are not limited to, artisan activities; home based businesses; agricultural equipment sales, rental, and repair services; veterinary services; farm co-ops; product storage and seed supply; agri-tourism, bed-and-breakfast enterprises; farm markets, wayside stands, and similar types of uses, provided that these uses are designed in a manner compatible with the rural character of the area.

There are many creative people that live and work in Jefferson County, using their talents to create poetry, pottery, paintings, plays, performances, photographs, novels, fabric art, sculpture, carvings, installations, music and dance, and the fine art and culture of all forms. The County is home to numerous cultural and historical organizations as well as artist studios, galleries, museums, and theaters which host a number of activities and events throughout the year. These activities and organizations add to the cultural value in the County and provide economic resources for the artisan. This Plan supports the artisan community and its needs for developing a robust economic and cultural community.

While most of these types of Cottage Industries and Home Occupations are permitted by right in the Rural District, some more intense uses may require a CUP. This Plan recommends that the use of the CUP in the Rural District be limited to non-residential uses not permitted in the Rural District which are compatible in scale and intensity with the rural environment and that pose no threat to public health, safety, and welfare. Some non-agricultural/non-residential related rural CUPs should only be proposed on a small portion of a rural property to help preserve farmland and open space, and continue agricultural operations. This requires eliminating the Land Evaluation Site Assessment (LESA) system and modifying the CUP process. For additional discussion, see Rural Land Use Planning Section (page 34).

Agricultural Service Facilities

An issue expressed by members of Jefferson County's agricultural community during the planning of this document was the lack of agricultural service facilities located in Jefferson County. Farm operators currently travel to Winchester, Hagerstown, or Frederick to purchase farm machinery or to get their machinery repaired. Farmers raising livestock also need to travel out of state to sell or purchase animals at auctions. There are few large animal veterinarians in Jefferson County that can assist with maintaining the health of animals or be available in case of emergency. There are no meat processing facilities in the County and nearby out of state facilities are limited to mass production which excludes small farmers from receiving this service. The lack of service facilities could have a negative impact on the maintenance or expansion of agricultural activities in Jefferson County in the coming years.

Distribution and Marketing of the County's Agricultural Products

In recent years, there has been a change in the way farm products are marketed and sold in Jefferson County. In the past, a large number of farm products cultivated on Jefferson County farms were commodities, with little differentiation between the products of individual farm operators. Currently this is changing due to the increasing reliance of the local farm community on farmers' markets and direct sales to local and regional restaurants. There are several farmers' markets operating in Jefferson County on a weekly basis, during the growing season, at temporary sites. A permanent year-round farmers' market could provide opportunities for a winter market in a place that could also be used for the sales of arts and crafts, root crops, or value added products. Incorporating a farmers' market into a regional agricultural center

complex could serve as another means of selling the County's farm products and could include dining and/or commercial kitchen facilities.

While the farmers' markets have helped individual farm operators differentiate between their products, there is still a limited local or regional identity when it comes to agriculture in the Eastern Panhandle. In some cases, individual farms have addressed this concern through the creation of an identity for the farm and/or for the product being produced. It would be beneficial to the Jefferson County rural economy if a more unified effort occurred through a shared marketing mechanism, regional branding, or the creation of common distribution and marketing facilities.

An increasing movement toward smaller farming operations of less than 40 acres in size in the County should not be discounted, even though a number of farms in Jefferson County are located on large tracts of land. According to the 2012 U.S. Agricultural Census, over half of all farms in Jefferson County provide a limited income to farm operators; however, there are opportunities for expansion of smaller farming operations. The majority of the farms in Jefferson County have the opportunity to provide a viable range of income generating agricultural activities to an individual farm operator.

Enhance Farmland Protection Activities

In 2000, Jefferson County formed a Farmland Preservation Program that is funded by a portion of the transfer tax collected when a house or land is sold. To date, this program has purchased the development rights of 3,900 acres. As mentioned in the Land Use element, the funding that is available to support the County's farmland protection program is much less than the demand from farm operators to participate in it. Since the County's farmland protection program is funded by a portion of the transfer tax, the viability of the program is subject to a widely fluctuating real estate marketplace. In times when there is a great deal of real estate activity, revenue generated for the program is strong, enhancing the ability to purchase development rights and protect farmlands. Conversely, in times when the real estate market is slow, the amount of money available for protection efforts is limited. Therefore, it is important to establish reliable funding sources to support farmland protection activities. One option to protect farmland is to coordinate with the American Battlefield Protection program to make the most efficient use of funding resources.

To reduce the conversion of farmland, the Plan recommends that clustering should be the preferred method of any rural residential development. This would allow land owners to group lots in a traditional rural community pattern, while retaining a majority of the land for agricultural and rural economic uses. Even when the development of a residential cluster results in the loss of some farm land, the goal of the regulations related to cluster developments is to retain as much farmland as possible by adjusting the number and size of the lots in the cluster and requiring the balance of the farm (the residue) to be retained as a permanent agricultural use. Cluster developments on a property should minimize the use of high quality soils and maximize the use of less

productive agricultural land. In order to retain the maximum amount of land in farm use and rural economic activity, the open space requirement for residential cluster development shall be met by the residue which will retain no development rights.

Transportation in the Rural Environment

The County's rural road network originally evolved serving the needs of the farming community and is not intended to serve the needs associated with the higher traffic volumes and speeds required for large residential subdivisions. At certain seasons of the year conflict can be created between residential traffic and large pieces of slow moving farm equipment. The LESA/CUP system has not effectively protected the rural road network from this type of development pressure. As such, this Plan recommends utilizing cluster developments as the preferred form of residential development within the rural areas. Limiting suburban development in the rural area helps protect agricultural land use activities.

Most of the roads in the County's rural area are paved, but tend to have narrow widths, excessive horizontal and vertical curvatures, bridge and drainage problems, and poor intersection alignments. These conditions contribute to the safety concerns associated with increasing motor vehicle traffic on the rural roads. The increased residential densities that have occurred in the rural area in the past are producing additional traffic volume and requiring more maintenance of the rural road network of predominantly narrow, two-lane paved roads with existing design issues.

Agriculture Tourism

The rural areas of the County contribute to the local tourism economy in a variety of ways. Not least of these is the maintenance of attractive viewsheds to enhance the experience of visitors to battlefields, historic sites and villages. Tourism is addressed later in this Element on page 81.

The following recommendations provide action steps to foster and expand the diverse rural economy through a variety of policy, regulatory, incentive-based, and programmatic approaches that will protect the rural land, structures, and character necessary to advance the rural economy.

Agricultural and Rural Economy Recommendations (Goal 8)	
1.	Support West Virginia's and Jefferson County's "Right to Farm" policies which protect the rights of existing and future farms and farmers by developing zoning standards, other legislation, and educational programs designed to reduce potential conflicts arising from the proximity of agriculture to residential development (State Code § 19-19; Section 4.5 of the County's Zoning Ordinance).
	<ul style="list-style-type: none"> a. Identify and utilize a wider variety of funding sources that could serve to expand the County's farmland protection program. b. Create an educational pamphlet informing developers, realtors, and potential homeowners of the offsite impacts of living adjacent to farming activities.
2.	Enact Zoning Ordinance provisions to reduce the intensity of residential development in the Rural zone, other than by clustering, thereby protecting and increasing the investment potential and attractiveness of the agricultural lands for families, entrepreneurs, and businesses.
	<ul style="list-style-type: none"> a. Decrease the problems of rural traffic volume and the need for additional costly public infrastructure services in rural areas while conserving areas of the Rural zone for agricultural uses and the rural economy through support for rural cluster development vs large subdivisions of new home growth.
3.	Support the rural economy by amending the Subdivision Regulations to establish rural business site plan standards to include:
	<ul style="list-style-type: none"> a. performance criteria, including compatible size, scale, use, intensity, traffic capacity limits, employee limits, site design standards (i.e. buffering, siting), and standards that protect public health, safety, and welfare; and b. the adaptive reuse of existing historic and agricultural structures.
4.	Collaborate with the County's agricultural community to assess the current land use regulations and determine what opportunities for agriculture might currently exist and what additional opportunities might be able to succeed in Jefferson County.
5.	Amend the Zoning and Land Development Ordinance to permit additional non-residential rurally compatible uses.
	<ul style="list-style-type: none"> a. Incorporate into the zoning provisions innovative agricultural uses including the creation of standards which permit flexibility in the sale of farm products and related auxiliary products. b. Amend local land use regulations to permit non-agriculturally related commercial uses by the Conditional Use Permit (CUP) process in the Rural zone if the use is agriculturally and rurally compatible in scale and intensity, poses no threat to public health, safety, and welfare, and if the use helps to preserve farmland and open space and continue agricultural operations.

	<p>c. Require that new non-rural commercial uses that are not compatible with the dominant agricultural land use pattern locate only in the Urban Growth Boundaries (UGBs) and Preferred Growth Areas (PGAs) as identified by the future land use recommendations of this Plan.</p>
6.	<p>Coordinate with local businesses and the Jefferson County Development Authority (JCDA) to brand and market Jefferson County farms and products by identifying and linking potential partnerships and matching suppliers with potential local and regional markets.</p>
	<p>a. Conduct market research on high-value agricultural products, ancillary farm businesses, and other rural economic uses such as farm agri-tourism, retreats, and country inns;</p>
	<p>b. Develop and expand, in conjunction with the Jefferson County Convention and Visitors Bureau, brand identification of Jefferson County farm products;</p>
	<p>c. Provide more alternatives to promote rural tourism and rural land uses.</p>
7.	<p>Work with Jefferson County's agricultural community to effectively distribute local agricultural products and encourage the growth of the market for local products.</p>
	<p>a. Facilitate the establishment of year round marketing outlets to support the farm community, such as farmers' markets or a product distribution center;</p>
	<p>b. Encourage the expansion of off-site farmers' markets to provide marketplaces for farmers and artisans to sell their goods within a variety of Jefferson County commercial venues;</p>
	<p>c. Promote products to Jefferson County based businesses.</p>
8.	<p>Coordinate with key agricultural and rural stakeholders to identify ways to expand marketing and value added production activities for farmers and artisans on their properties in rural areas of Jefferson County.</p>
	<p>a. Amend existing regulations in order to identify and facilitate ways to allow the sale of items grown, processed, crafted, or manufactured in Jefferson County on farms other than the farm where the product originated.</p>
	<p>b. Develop a streamlined process for such uses when there are minimal impacts to surrounding neighbors.</p>
	<p>c. Expand and improve high speed Information Technology (IT) connections in rural areas of Jefferson County with local internet or advanced technologies providers to enable residents to run businesses from home or to telecommute.</p>
9.	<p>Collaborate with the local artisan community and Jefferson Arts Council to review and amend the local land use regulations to promote and enhance the viability and livelihood of artisans in the rural areas of Jefferson County.</p>
	<p>a. Encourage local non-profit organizations and local and regional economic development agencies to create a regular forum where all County artisans, businesses, and members of the non-profit and arts communities can meet to network and collaborate.</p>

	b. Work to improve connections between County businesses and artisans that may have products and services that can be sold in local stores or other businesses.
	c. Ensure that training and educational opportunities are available that would enable the success of such businesses.
	d. Establish and support an endowment for arts funding for rural crafted arts.
10.	Strengthen the Agricultural Committee of the JCDA by creating a public/private Rural Economic Development Council comprised of rural industry sector leaders. This organization will:
	a. link governmental, non-governmental, and regional organizations;
	b. link state and federal farm assistance programs to local farmers;
	c. receive and make grants;
	d. act as an advocacy group for rural issues; and
	e. promote activities that nurture the rural economy.
11.	Create a county or regional agricultural industrial park that could include sites for service providers such as farm equipment repair facilities, tractor and implement sales, meat processing facilities, and veterinarian services; as well as:
	a. A local or regional food hub that could be tied into Community Supported Agriculture (CSA) packaging and distribution, a regional food bank, and to serve as a marketing site for farms and farmers;
	b. A neighborhood based CSA or Development Supported Agriculture;
	c. A permanent, year-round farmers' market site;
	d. Sites for Industrial Agriculture such as Vertical Farming, Hydroponic Greenhouses, and Aquaponic Farming;
	e. Agriculture based training, research, and continuing education facilities created in conjunction with institutes of higher learning and research;
	f. Commercial aquaculture activities;
	g. A livestock auction facility;
	h. A Community Cold Storage/Meat Locker Facility that would allow county residents to rent space to purchase and store sides of meat; and/or
	i. Alternative Energy Production facilities, ranging from ethanol refining to algae production for biofuels.
12.	Promote and expand the commercial and recreational equine industry as a fundamental component of the rural economy by amending County ordinances to reflect the current practices and needs of the industry.
13	Collaborate with the County's culinary, artisan, and farm communities and JCDA to study the feasibility of establishing a Culinary Center that would provide exposure to and for marketing the goods that are produced in Jefferson County and the Eastern Panhandle.

	<p>a. Collaborate with the West Virginia Extension Service, West Virginia Department of Agriculture, and local stakeholders to establish a regional commercial kitchen and packing facility in the Eastern Panhandle that could be used by farm operators in the manufacture of value added products.</p>
14.	<p>Expand vocational programs, either through the existing Future Farmers of America program in the County's high schools or through programs that combine classroom exercise with a co-op program exposing students to a variety of agricultural formats and opportunities.</p>
	<p>a. Advocate for Jefferson County Schools to partner with Berkeley and Morgan County schools to create a regional Agriculture Magnet School whose curriculum would be focused on agriculture and agribusiness fields.</p>
	<p>b. Encourage the Board of Education to provide equal vocational education programs in all middle schools and high schools throughout the County.</p>
15.	<p>Coordinate with Jefferson County Schools to encourage the following agricultural activities:</p>
	<p>a. Preserve and expand the Future Farmers of America programs that are in place at the County's middle and high schools.</p>
	<p>b. Coordinate with local artisans to improve accessibility and awareness of arts education and programming.</p>
	<p>c. In conjunction with local gardening organizations and Jefferson County Agricultural Development Office, expand school garden programs that could serve as a source of fresh foods for cafeterias.</p>
	<p>d. Encourage schools to use local agricultural products in cafeterias through partnerships with local farmers and CSA programs.</p>
16.	<p>Encourage the West Virginia University Extension Office to consider the creation of Mentoring/Training Programs similar to FarmLink programs that are in place in other states such as Maryland and Virginia.</p>
17.	<p>Support the County's rural economic strategy by working with the State Legislature to review the State Code and consider the following amendments:</p>
	<p>a. Tax credits on farm-related capital improvements;</p>
	<p>b. Tax abatement or deferral when a farmer makes an investment in high-value crops that do not turn a profit for several years (orchards, Christmas trees, vineyards, etc.);</p>
	<p>c. Assessment of farm worker housing on farms below residential market value;</p>
	<p>d. Additional reduction in the real estate tax rate on rurally zoned property that is under permanent conservation easement.</p>

From: [Reddington, Quintina](#)
To: [Planning Department](#)
Subject: Reddington Farm Barn Language
Date: Tuesday, March 26, 2019 3:51:33 PM
Attachments: [Proposed Event Barn Content.docx](#)

Hi Alex,

Below is the language for the event barn we discussed on Monday. Please let me know if this is what you had in mind.

Thank you,

Tina

Proposed Event Barn Content

We are proposing to build a new barn or barn like structure that will house a distillery and will be a multi-purpose facility to allow rental of the space for meetings or events.

- The structure will hold approximately 100-300 people inside depending on the space configuration ie. Tables and chairs vs standing room only.
- The structure will contain restrooms that meet the International Plumbing Code.
- Food will be prepared and served from a permanent or mobile facility that has been approved by the health department.
- If alcohol is served on site, separate from the distillery, all State liquor licensing laws will be.
- Events may include but are not limited to weddings, graduation festivities, corporate retreats/meetings.

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Section 2.2 Terms Defined

Agricultural Use^{17, 21, 23}

The use of land for a bona-fide farming operation. This includes:

1. Commercial Agricultural Enterprise;
2. Agriculture, Ranching;
3. Aquaculture;
4. Apiculture;
5. Horticulture
6. Viticulture;
7. Fish, meat, poultry and game birds processing, provided that fifty percent (50%) of the meat processed must be raised on the site farm of the processing facility for minimum periods of three (3) months for beef and pork and two (2) months for lamb and poultry;
8. Animal Husbandry; including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals;
9. Poultry husbandry and the production of poultry, game birds, and poultry products;
10. Dairy production and processing of dairy products;
11. Equestrian uses;
12. The production of field crops including but not limited to tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, mushrooms, timber, pasturage, Christmas trees, maple sap, woody biomass, compost;
13. Pick your own farm products;
14. Agricultural tourism;
15. Farm vacation enterprise;
16. Farm brewery and winery subject to the requirements for such a use in Article 8;
17. Rental of garden plots;
18. Community supported agriculture;
19. The warehousing; processing, value added, drying, storage, distribution and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, husbandry or production;
20. Forestry;
21. **Agricultural Special Event Facility**

~~Rural Reception
Event Facility²¹~~

~~A facility within an existing structure and/or outdoor area for the hosting of events such as weddings and similar events in the Rural Village Residential Growth and Residential Light Industrial Commercial Districts (permitted by Special Exception). Such events are limited to events that involve extended families and friends such as weddings, wedding receptions, birthday events, anniversary events, reunion events and/or family gatherings. No events that involve charging admission or are solely performance events are permitted under this provision.~~

~~Rural Reception Event Facility, Small²~~ ~~A Rural Reception Event Facility in the Rural District for the hosting of events such as weddings with attendance not to exceed 75 cars at a frequency of no more than one event per month.~~

Special Event A gathering of individuals for the common purpose of attending a celebration, ceremony, reception, or similar activity for the benefit of someone other than the property owner. No events that involve charging admission or are solely performance events are permitted under this provision. Private parties, gatherings, and similar activities that are not subject to a use agreement between a private individual or group and the homeowner are not defined as a special event.

Special Event Facility A facility where special events are permitted to occur. Special event facilities are subject to a use agreement between a private group or individual and the facility owner. The facility owner may or may not charge a rental fee for the use of the facility. Facilities may operate entirely within a structure, entirely outside of a structure, or both inside and outside a structure.

Special Event Facility, Agricultural A Special Event Facility located on a parcel which the Assessor's Office has classified as "farm use".

Section 4.5 Agricultural Uses Permitted Generally

~~Except for compliance with distance requirements for a building set forth in Section 4.6.11~~ Nothing in this Ordinance shall prohibit the use of land for agricultural purposes or the construction or use of building or structures incidental to the use for agricultural purposes. New structures built for the purpose of establishing an Agricultural Use, as defined in Article 2, which is open to the public (i.e. Agricultural Special Event Facility), are subject to a 75' setback. Existing structures converted for Agricultural Uses which are open to the public are not subject to the 75' setback.

Section 4.10 Site Plan Requirements

- A. Submittal and approval of a site plan is required for all commercial, townhouse and multi-family residential, industrial, and institutional development in any district and for all major additions or expansions of existing uses as defined in Article 2, in accordance with the requirements of the Subdivision and Land Development Regulations and this Ordinance.^{23, 26}
- B. Site Plan submittal is not required for single-family or two-family dwelling units, unless planned as part of a multi-unit or mixed use development plan.
- C. Site Plan submittal is not required for any Agricultural Use defined in Article 2. Agricultural Uses which are open to the public (Agricultural Special Event Facility, Farm Market, etc.) established on parcels of less than 20 acres shall process a Concept Plan in accordance with the Subdivision and Land Development Regulations.
- D. The site plan format and informational requirements that must be followed are referenced in the Jefferson County Subdivision and Land Development Regulations, and this Ordinance.
- E. The Planning Commission has the authority to waive any site plan standards in accordance with the Subdivision and Land Development Regulations.^{10, 17, 21, 23}

Section 8.14 ~~Rural Reception/Event Facility~~ Special Event Facilities

The purpose of this section is to create a process by which a property owner in the Rural, Residential Growth, and Village zoning districts may establish a Special Event Facility. A Special Event Facility in any other zoning district may process in accordance with Appendix C.

A. An Agricultural Special Event Facility is permitted in any zoning district on a parcel with an existing farm and shall operate accessory to the property owner's primary residence or caretaker's residence. The minimum acreage required is five acres.

1. An Agricultural Special Event Facility may be established on a separate legal lot of record adjoining a parcel with farm use status, as long as it is under the same ownership.
2. An Agricultural Special Event Facility on a parcel of less than 20 acres shall process a Concept Plan, subject to a Public Workshop before the Planning Commission, in accordance with the Subdivision and Land Development Regulations.

a. If a Concept Plan is not required, the following documentation shall be submitted as part of the Zoning Certificate application:

- i. A sketch reflecting the layout of the proposed event shall be submitted to ensure compliance with setbacks and parking. The sketch should delineate the parking area, the event tent(s), location of portable restrooms, and the location of any vendors.
- ii. A traffic control plan shall be submitted to address traffic flow for ingress and egress to ensure that traffic will not create a backup onto public or private roads.

3. An Agricultural Special Event Facility shall not exceed attendance of 250 people, excluding event staff and vendors.
4. All aspects of the land use, excluding parking, but including any new structures and any outdoor components such as event tents, portable restrooms, etc., shall be setback 75 feet from all property lines. Parking shall be setback 25' from all property lines.
5. Parking shall be provided at a ratio of one parking space for each two guests allowed on-site and one parking space for each permanent employee who does not reside on premises. Parking may occur on grass if the applicant can demonstrate that the parking will occur on usable ground and can identify how handicapped accessibility (if applicable) will be addressed.
6. The land use shall comply with Section 8.9A.1 and shall apply the Residential Growth District standard to all adjacent lots.

If the subject parcel associated with an approved Agricultural Special Event Facility loses the associated "farm use" classification through the Assessor's Office, the property owner may apply for a Special Exception in accordance with Article 6 to continue operating the land use.

B. A Special Event Facility is a facility that operates independent from any other use on the property.

1. In the Rural, Village, and Residential Growth zoning districts, a Special Event Facility shall process a Conditional Use Permit in accordance with Article 6.

a. The minimum lot size shall be five acres. Site development standards shall comply with Appendix B.

b. Parking shall be provided at a ratio of one parking space for each two guests allowed on site and one parking space for each permanent employee.

c. In addition to the criteria set forth in Article 6, Section 6.3, the Board shall evaluate the following:

- i. Proposed frequency:
- ii. Number of attendees (maximum building capacity):
- iii. Signage:
- iv. Adequacy of parking area. The Board should consider the number of parking spaces as well as the location of the proposed parking area:
- v. Adequacy of vehicular access to the property. The applicant shall provide a traffic control plan to address traffic flow and ingress and egress to the property to ensure that traffic will not hinder shared access (if applicable) or create a back-up onto public or private roads; and
- vi. Impact on adjacent properties.

Parks and Recreation events and facilities are exempt from Section 8.14.

~~A Rural Reception/Event Facility is a facility within an existing structure and/or outdoor area for the hosting of events such as weddings and similar events. Such events proposed in the Rural Village, Residential Growth, and Residential Light Industrial-Commercial Districts are approved by the Board of Zoning Appeals following a public hearing. Such public hearing shall be conducted according to the requirements of Section 6.1C; may be continued according to the requirements of Section 6.1D; and is subject to the notification requirements of Section 6.1E.²²~~

~~Such a land use may be approved based on the Board's evaluation of the proposed frequency and size of the proposed events, adequacy of parking area, size of the subject property, adequacy of vehicular access to the property, impact on adjacent properties, and compatibility with the neighborhood. For events exceeding 300 persons, applicants shall provide a traffic control plan.²²~~

~~A Rural Reception/Event Facility - Small is a Rural Reception/Event Facility in the Rural District only for the hosting of events such as weddings with attendance not to exceed 75 cars, at a frequency of no more than one event per month. Such events are permitted administratively provided that if the facility would utilize a private, shared right-of-way, driveway or easement for vehicular access, a public hearing before the BZA is required.²²~~

~~Approvals of all Rural Reception/Event Facility and Rural Reception/Event Facility - Small shall include a provision that noise at the property line shall conform with Section 8.9A-1 of this Ordinance and shall apply the Residential Growth District Standard to all adjacent lots containing a residence as well as adjacent lots in the Rural District.~~

~~Note that any vendors and/or production staff are not counted in the trip generation for this Section.²²~~

APPENDIX C: PRINCIPAL PERMITTED AND CONDITIONAL USES TABLE^{23, 29, 32, 33, 35, 37}

Land Use	NC	GC	HC	LI	MI	PND ¹	OC	R	RG	RLIC	IC	V	Additional Standards
Commercial Uses													Sec. 8.9
Antique Shop	P	P	P	P	NP	P	NP	CU	CU	P	P	P	
Appliance Sales	NP	P	P	P	CU	P	NP	CU	CU	P	P	NP	
Art Gallery or Artist Studio	P	P	P	P	NP	P	P	CU	CU	P	P	P	
ATM	P	P	P	P	NP	P	P	CU	CU	P	P	CU	
Automobile repair, sales and service	NP	P	P	P	P	P	NP	CU	CU	P	P	CU	
Automobile parts, supplies and tire stores	NP	P	P	P	P	P	NP	CU	CU	P	P	CU	
Automobile, light truck and light trailer rentals, indoor	P	P	P	P	P	P	NP	CU	CU	P	P	CU	
Automobile, light truck and light trailer rentals, outdoor	NP	P	P	P	P	P	NP	CU	CU	P	P	CU	
Bail Bond Services	NP	P	P	P	CU	NP	NP	CU	CU	CU	P	CU	
Bank	P	P	P	P	CU	P	P	CU	CU	P	P	P	
Bank with Drive-Through Facility	CU	P	P	P	CU	P	P	CU	CU	P	P	CU	
Bar	P	P	P	P	NP	P	P	NP	NP	P	P	CU	
Barber/Beauty Shop, Limited	P	P	P	P	NP	P	P	CU	CU	P	P	P	
Bed and Breakfast	P	NP	NP	NP	NP	NP	NP	P	CU	NP	NP	P	Sec. 8.3
Brewpub	P	P	P	P	NP	P	P	CU	CU	P	P	CU	Sec. 8.5
Business Equipment Sales and Service	CU	P	P	P	CU	P	P	CU	CU	P	P	CU	
Building Maintenance Services	CU	P	P	P	P	P	P	CU	CU	P	P	CU	
Building Materials and Supplies	NP	P	P	P	P	P	NP	CU	CU	P	P	CU	
Campground ¹	CU	P	NP	NP	NP	P	NP	P	CU	P	P	CU	Sec. 8.17
Car Wash	NP	P	P	P	CU	P	P	CU	CU	P	P	CU	
Commercial Blood Plasma Center	NP	P	P	P	NP	CU	CU	CU	CU	CU	P	CU	
Commercial Uses	NP	NP	NP	NP	NP	NP	NP	NP	**	P	P	CU	Sec. 8.9
Contractor with No Outdoor Storage	P	P	P	P	P	P	P	CU	CU	P	P	CU	
Contractor with Outdoor Storage	NP	P	P	P	P	P	NP	CU	CU	P	P	CU	
Convenience Store, Limited	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Convenience Store	CU	P	P	P	CU	P	NP	CU	CU	CU	P	CU	Sec. 5.8C (RLIC only)
Country Inn	P	P	P	P	NP	P	P	CU	CU	P	P	P	
Crematorium, Pet ¹	NP	P	NP	P	NP	NP	NP	P	NP	P	P	CU	Sec. 8.19
Custom Manufacturing	P	P	P	P	P	P	P	CU	CU	P	P	CU	
Dry cleaning and Laundry Services	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Dry cleaning and Laundry Facility	NP	P	P	P	P	P	P	CU	CU	P	P	CU	
Equipment Rental, Sales, or Service	NP	P	P	P	P	P	NP	CU	CU	P	P	CU	
Exterminating Services	NP	P	P	P	P	P	P	CU	CU	P	P	CU	
Florist	P	P	P	P	CU	P	P	CU	CU	P	P	P	
Food Preparation	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Hotel/Motel	NP	P	P	P	NP	P	P	CU	CU	P	P	CU	
Gambling Facilities	NP	NP	NP	NP	CU	NP	NP	NP	NP	NP	CU	CU	Sec. 4.4G
Gas Station, Limited	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Gas Station	NP	P	P	P	CU	P	P	CU	CU	P	P	CU	
Gas Station, Large	NP	CU	P	P	CU	CU	CU	CU	CU	P	P	CU	
Golf Course	NP	P	P	P	NP	P	P	CU	CU	P	P	CU	
Grocery Store	P	P	P	P	CU	P	NP	CU	CU	P	P	CU	
Horse Racing Facility	NP	NP	NP	P	NP	NP	NP	CU	CU	P	P	CU	
Kennel	NP	P	P	P	CU	P	P	P	CU	P	P	CU	Sec. 8.4

ZTA19-01 – Version 2 - Reflecting PC changes from 08/13/19

Land Use	NC	GC	HC	LI	MI	PND ¹	OC	R	RG	RLIC	IC	V	Additional Standards
Commercial Uses continued													Sec. 8.9
Medical/Dental/Optical Office, Small	P	P	P	P	CU	P	P	CU	CU	P	P	P	
Medical/Dental/Optical Office	NP	P	P	P	CU	P	P	CU	CU	P	P	CU	
Mobile Home, Boat and Trailer Sales	NP	P	P	P	CU	P	NP	CU	CU	CU	P	CU	
Movie Theater	NP	P	P	P	NP	P	NP	CU	CU	P	P	CU	
Nightclub	NP	P	P	P	NP	P	NP	CU	CU	P	P	CU	
Non Profit Commercial Uses	P	P	P	P	NP	P	P	CU	CU	P	P	CU	
Non-Profit Community Centers	P	P	P	P	CU	P	CU	P	CU	P	P	CU	
Parking, Commercial Offsite Accessory	NP	P	P	P	P	P	P	CU	CU	P	P	CU	
Pawn Shop Services	NP	P	P	P	NP	P	NP	CU	CU	P	P	CU	
Personal Services	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Professional Office, Small	P	P	P	P	CU	P	P	CU	CU	P	P	P	
Professional Office	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Restaurant, Fast Food, Limited	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Restaurant, Fast Food	CU	P	P	P	CU	P	P	CU	CU	CU	P	CU	
Restaurant, Fast Food, Drive-Through	NP	P	P	P	CU	CU	P	CU	CU	CU	P	CU	
Restaurant	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
Retail Sales Limited	P	P	P	P	NP	P	P	CU	CU	P	P	CU	
Retail Sales and Services, General	NP	P	P	P	NP	P	NP	CU	CU	P	P	CU	
Retail Store, Large	NP	CU	P	CU	NP	CU	NP	CU	CU	CU	CU	CU	
Shipping and Mailing Services	P	P	P	P	CU	P	P	CU	CU	P	P	CU	
<u>Special Event Facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>P</u>	<u>P</u>	<u>CU</u>	<u>CU</u>	<u>P</u>	<u>P</u>	<u>CU</u>	<u>Sec. 8.14</u>
Storage, Commercial	NP	P	P	P	CU	P	NP	CU	CU	P	P	CU	
Veterinary Services	P	P	P	P	CU	P	P	P	CU	P	P	CU	
Wireless Telecommunications Facilities	P	P	P	P	P	P	P	P	P	P	P	P	Art. 4B
Agricultural Uses*													
Agricultural Uses, as defined in Article 2	P	P	P	P	P	P	P	P	P	P	P	P	
Agricultural Repair Center	NP	P	P	P	P	P	P	P	CU	P	P	NP	
Agricultural Tourism	P	P	P	P	P	P	P	P	P	P	P	P	
Crematorium, Livestock ¹⁷	CU	CU	CU	CU	CU	CU	CU	P	CU	CU	CU	CU	Sec. 8.19
Farm Brewery	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 8.5
Farm Winery or Distillery	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 8.5
Farm Market	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 8.6
Farm Vacation Enterprise	P	P	P	P	P	P	P	P	P	P	P	P	
Farmer's Market	P	P	P	NP	NP	P	NP	P	CU	P	NP	CU	Sec. 8.6
Feed and/or Farm Supply Center	CU	P	P	P	P	P	P	P	CU	P	P	NP	
Horticultural Nurseries and Commercial Greenhouses	P	P	P	P	P	P	P	P	CU	P	P	NP	
Landscaping Business	P	P	P	P	P	P	P	P	CU	P	P	NP	
Rental of Existing Farm Building for Commercial Storage	NP	P	P	P	P	P	P	P	CU	P	P	NP	
Structure must have existed for 5 years													
<u>Special Event Facility, Agricultural</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Sec. 8.14</u>
Accessory Uses													
Accessory Uses	P	P	P	P	P	P	P	P	P	P	P	P	

NC Neighborhood Commercial
 GC General Commercial
 HC Highway Commercial
 LI Light Industrial
 MI Major Industrial
 PND Planned Neighborhood Development
 OC Office Commercial Mixed-Use
 R Rural
 RG Residential Growth District
 RLIC Residential-Light Industrial Commercial District
 IC Industrial Commercial District
 V Village District
 P Permitted Uses
 NP Not Permitted Uses
 CU Conditional Uses (subject to requirements of district and/or other requirements of this Ordinance)
¹⁷ Accessory Use to a planned residential community if permitted pursuant to Section 5.4 and processed as a CU
¹ The Planning Commission may amend the permitted uses for a development in the PND District per Article 5
² Approval process is per the Salvage Yard Ordinance

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **October 3, 2019**

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

Date Requested – 2nd Choice:

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

- Review and Approval of FY2020 Internal Budget Revision 1 for the General Fund

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

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

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

Provide exact financial impact/request:

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

- Motion to accept FY20 Internal Budget Revision 1 for the General Fund

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

June JCFRA Agenda

Call to order

Minutes

JCFRA

- ✓ Future Funding Committee
 - Signatures on bank account

Adam Watson

- ✓ I sent out last month the recommendations from our attorney for the background checks and have not seen a draft since then. Unless there is a new draft with recommended changes prior to the meeting for me to review I will not proceed forward with it this meeting. I sent it out on May 8th, 2019

Larry Herbst

- Please put Co. 2 on the agenda for the state fire convention

JCESA

- Recruitment and retention coordinator announcement
- Hiring age for JCESA employees

Roundtable

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7

JCESA

JCC

Jefferson County Fire & Rescue Association

Meeting Minutes – June 4, 2019

The meeting was called to order at 1900 hours by Chairman Mood.

In attendance: J. Tabb, C. Horn, E. Hannon, I. Dunn, R. Morgan, M. DeMeritt, T. Stampfer, M. Mood, A. Keyser, M. Treese.

Motion was made to accept May's meeting minutes by I. Dunn/2nd by R. Morgan. Motion passed unanimously.

M. Mood – Future Funding Committee – meetings are the 4th Tuesday of the month. Consensus to work for fire fee. Get the wants/needs from the companies, and get a number to set the fee. Discussion with A. Keyser as to reallocation of funds. Chiefs asked to give input to M. Mood. Would like to get a petition drafted soon. Need 10% signatures to present it to the County Commission. That would be approximately 3950 signatures.

M. Mood – Bank signature cards – new ones have been completed at BCT.

M. Mood – Secretary of State forms in progress. They haven't been done since 2014.

M. Mood – Background Check Draft – Nathan (Cty Atty) has looked at it. Time period since felony has been left open. Draft needs to be taken back to the companies for review.

E. Hannon – 91st State Fire Convention – being held here August 14-17. Citizens is hosting. There will be 2 picnics and 1 formal banquet at CT Races. Most of the convention will be held at the race track. Update will be brought back to the next meeting.

E. Hannon – asked for samples of the accountability cards. M. DeMeritt will send out samples by email.

A. Keyser – Recruitment and Retention Coordinator announcement has been made. Elizabeth will be staying on and will help out until position is filled. Her official last day is June 28th.

A. Keyser – Hiring age for JCESA employees – looking to lower the age to 18 years (presently set at 21 years). Discussion followed on insurance restrictions.

Roundtable:

Co. 3 -everyone ordered – inserts being assembled for SCBAs. Shields should be in mid-June. One printer is set up at Sta. 11. Steak bonanza June 15th.

Co. 4 – ambulance 4 went to NJ. Running 2nd due.

Co. 6 – tanker out next week – warranty items.

Motion to adjourn made by I. Dunn/2nd by R. Morgan.

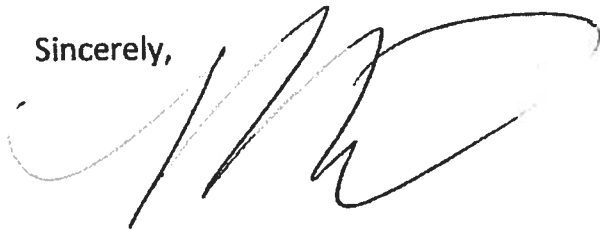
Meeting adjourned at 2000 hours.

Jefferson County
Fire and Rescue Association
PO Box F
Shepherdstown, WV 25443
Email; middlewayvfc@aol.com

Jefferson County Commission

At the June 2019 JCFRA regular meeting we voted and approved to request that Bob Faas and Craig Simpson who both where appointed to unexpired terms be re-appointed to the JCESA Board. They both have now gotten their feet under them and have a good understanding of the operations of the JCESA and its relationship with the JCFRA and Jefferson County Fire Companies.

Sincerely,

A handwritten signature in black ink, appearing to be 'M Mood', written over a light blue horizontal line.

Michael Mood

Chairman

JCFRA

