

AGENDA
JEFFERSON COUNTY COMMISSION
FOURTH QUARTERLY SESSION - OCTOBER - DECEMBER 2019
THURSDAY, OCTOBER 17, 2019
6:00 P.M.
County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- October 3, 2019

APPROVAL OF ACCOUNTS PAYABLE

- October 10, 2019
- October 17, 2019

APPROVAL OF MANUAL CHECKS

- October 11, 2019
- October 18, 2019

APPROVAL OF PAYROLL

- October 3, 2019

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 6:30 p.m. Angie Banks, Assessor
 - Exonerations - Discussion/Action
 - Split Tickets - Discussion/Action

2. 6:45 p.m. Pete Dougherty, Sheriff
 - Appointment to fill vacant deputy position - Discussion/Action
 - Request to transfer \$10,000 from Home Confinement Account to salary line item to cover increasing personnel needs based on re-starting Juvenile Court - Discussion/Action
 - Discuss possible service demands on Sheriff's budget with new programs - Discussion/Action

3. 7:00 p.m. Michelle Gordon, Finance Director
 - Review and Approval of FY2020 State Budget Revision 3 for the Coal Severance Fund - Discussion/Action
 - Review and Approval of FY2020 State Budget Revision 2 for the General County Fund - Discussion/Action
 - Approval of the FY19 Financial Statements - Discussion/Action

4. 7:15 p.m. Alexandra Beaulieu, Zoning Administrator
 - Decision on Proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA19-01 - Discussion/Action

5. 7:30 p.m. **BREAK**

6. 7:45 p.m. Todd Cotgreave, Town Run Tap House and Brewery
 - Approval of Floor Plan Extension for Town Run Tap House - Discussion/Action

7. 8:00 p.m. Stephen Allen, Director - Jefferson County Office of Homeland Security and Emergency Management
 - Approval and signature of Homeland Security Grant application for Bovine Emergency Response Program training course - Discussion/Action
 - Approval and signature of County Commission President on Memorandum of Understanding between the Jefferson County Board of Education and the Jefferson County Office of Homeland Security and Emergency Management for the use of Jefferson County schools (18 school facilities) for emergency shelters, Command centers, or Points of Distribution for emergency supplies - Discussion/Action

8. 8:15 p.m. Interviews and Appointments - Jefferson County Broadband Planning Team - Two (2) Citizens - Discussion/Action

9. 8:30 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
 - Discussion of WV Supreme Court #19-0412 (from Jefferson County Circuit Court Civil Action #17-C-282) - Discussion/Action

NEW BUSINESS

10. Discuss New Neutrality Letter of Support - Discussion/Action (PN)

COUNTY ADMINISTRATOR REPORTS

- Discussion of JCFRA Appointees to the JCESA - Discussion/Action
- FMLA Policy revision - Discussion/Action
- Annual Roundtable with Legislative Delegation - Discussion/Action

COUNTY COMMISSION REPORTS

10. ADJOURN

DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS

Jefferson County Historic Landmarks Commission Quarterly Report.

CORRESPONDENCE/INFORMATION

Jefferson County Broadband Team Meeting on Tuesday, October 22, 2019 at 10:30 a.m.

Board of Assessment Appeals will meet on Tuesday, October 22, 2019 at 10:00 a.m.

Correspondence received from the WV Department of Transportation - Division of Motor Vehicles regarding the Highway Safety Grant award in the amount of \$231,000 to be used to continue the Jefferson County EP Traffic Safety Enforcement Program.

Correspondence received from Tina Reddington regarding comment on ZTA19-01, Special Event Facilities.

Correspondence received from Doug Rockwell regarding comment on ZTA19-01, Special Event

Facilities

Correspondence received from David Michael Glenn, PhD. regarding Wind Behavior Study in Eastern Panhandle, September 2019 Update.

Impact Fee Status Report for September, 2019 received.

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

Minutes

Jefferson County Commission

Thursday, October 3, 2019

A meeting of the Jefferson County Commission was held on Thursday, October 3, 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, and Patricia Noland and Commissioner Jane Tabb. Commissioner Ralph Lorenzetti was absent with notice. Also present were Sandy McDonald, Deputy County Administrator; Jessica Carroll, Executive Administrative Assistant; and Jim Eddy, Bailiff. (An audio tape of the Thursday, October 3, 2019 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Hudson led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Compton to approve the September 19, 2019 Regular Meeting Minutes with noted correction. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK NO.	VENDOR NAME	AMOUNT
82315	ADVANTAGE TECHNOLOGY LLC	4,200.00
82316	BEST BEST & KRIEGER LLP	1,300.00
82317	BUREAU OF CHILD SUPPORT	169.39
82318	P/R DEDUCTION	384.13
82319	DIANN BROWN	14.26
82320	DR. ROBERT E JONES III	1,000.00
82321	EMPOWER RETIREMENT	2,655.00
82322	FLEETPRIDE	102.72
82323	FRANKLIN & PROKOPIK P.C.	20,622.00

82324		GUTTMAN OIL CO		3,353.67
82325		IPC TECHNOLOGIES INC.		16,855.07
82326		JEFFERSON SECURITY BANK		4,685.00
82327		MAZZITTI & SULLIVAN EAP		936.00
82328		NATIONWIDE RETIREMENT SOLUTIONS		849.00
82329		PAUL DAVID RESTORATIONS		8,190.42
82330		RICE TIRES CO		58.65
82331		ROBIN MAHONY		20.68
82332		P/R DEDUCTION		3,250.00
82333		SOFTWARE SYSTEMS INC		89.00
82334		P/R DEDUCTION		614.08
82335		THE JOURNAL		89.76
82336		WV DEPUTY SHERIFF RETIREMENT SYSTEM		16,521.21
82337		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		44,734.67
82338		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		500.00
82339		WV ASSOCIATION OF COUNTIES		6,500.00
82340		WVCORP WV COUNTIES SELF INSURANCE RISK POOL		194,485.50
82341		XEROX FINANCIAL SERVICES		2,334.50
82342		JEFFERSON DAY REPORT CENTER		1,552.20
TOTAL				336,066.91

Motion by Mr. Compton to approve the Accounts Payable for September 26, 2019 in the amount of \$336,066.91. Motion seconded and unanimously approved.

CHECK NO.		VENDOR NAME		AMOUNT
82344		AHA-ARTS & HUMANITIES ALLIANCE		\$ 1,891.89
82345		AMERICAN FAMILY LIFE INSURANCE COMPANY ICU		\$ 3,133.62
82346		BOLIVAR / HARPERS FERRY PUBLIC LIBRARY		\$ 20,625.00
82347		BUREAU OF CHILD SUPPORT		\$ 169.39
82348		COLONIAL LIFE		\$ 163.20
82349		EASTERN PANHANDLE INVESTIGATIONS		\$ 1,080.00
82350		EFTPS IRS TAXES		\$ 101,016.60
82351		EMPOWER RETIREMENT		\$ 1,970.00
82352		FEDEX		\$ 151.73
82353		GRANICUS INC.		\$ 10,071.34
82354		GUTTMAN OIL CO		\$ 3,658.36
82355		JACKIE SMITH, COURT REPORTER		\$ 65.45
82356		JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION		\$ 2,801.42
82357		JEFFERSON CO EMERGENCY SERVICES AGENCY		\$ 557,836.75

82358		JEFFERSON CO COMMUNITY MINISTRIES - VOIDED	\$ 5,000.00
82359		JEFFERSON CO CONVENTION AND VISITORS BUREAU	\$ 47,297.24
82360		JEFFERSON COUNTY DEVELOPMENT AUTHORITY	\$ 26,500.00
82361		JEFF CO PARKS & RECREATION COMMISSION	\$ 103,548.93
82362		JEFFERSON DAY REPORT CENTER	\$ 37,502.50
82363		JEFFERSON SECURITY BANK - VOIDED	\$ 5,090.00
82364		JEFFERSON CENTER	\$ 100.00
82365		JEFFERY FINLEY	\$ 42.00
82366		JOHN-MARK MICHAEL	\$ 42.00
82367		LANGUAGE LINE SERVICES	\$ 226.73
82368		MILLENIUM INSURANCE GROUP	\$ 900.00
82369		MILLER'S SUPPLIES AT WORK	\$ 83.76
82370		NATIONWIDE RETIREMENT SOLUTIONS	\$ 1,489.00
82371		OLD CHARLES TOWN LIBRARY	\$ 22,125.00
82372		R.E. MICHEL CO. LLC	\$ 128.14
82373		RC AIR AND MOLD SOLUTIONS	\$ 295.00
82374		P/R DEDUCTIONS	\$ 1,386.38
82375		SHEPHERDSTOWN PUB LIBRARY	\$ 20,625.00
82376		SOUTH JEFFERSON PUBLIC LIBRARY	\$ 20,625.00
82377		P/R DEDUCTIONS	\$ 3,250.00
82378		W.B. MASON CO. INC	\$ 86.23
82379		WV DEPUTY SHERIFF RETIREMENT SYSTEM	\$ 15,735.11
82380		WVU WEST VIRGINIA UNIVERSITY	\$ 3,700.00
82381		XEROX FINANCIAL SERVICES	\$ 249.81
82382		SHERIFF OF JEFFERSON COUNTY	\$ 1,330.96
82383		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$ 45,899.56
82384		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$ 500.00
82385		EMPOWER RETIREMENT	\$ 1,970.00
82386		EMPOWER RETIREMENT	\$ 640.00
82387		JEFFERSON SECURITY BANK	\$ 5,030.00
82388		NATIONWIDE RETIREMENT SOLT.	\$ 849.00
TOTAL			\$ 1,076,882.10

Motion by Ms. Tabb to approve the Accounts Payable for October 3, 2019 in the amount of \$1,076,882.10. Motion seconded and unanimously approved.

APPROVAL OF MANUAL CHECKS

27-Sep-19				
MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
281	DK/O3	SHERIFF OF JEFFERSON CO		1,064.84
668	HD/O8	PREMIER INTEGRITY SOLT.		1,096.00
TOTAL				2,160.84

Motion by Mr. Compton to approve the Manual Checks for September 27, 2019 in the amount of \$2,160.84. Motion seconded and unanimously approved.

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
491	CS/2	EASTRIDGE HEALTH SYSTEM		\$ 400.00
492	CS/2	JEFF CO COMMUNITY MINISTRIES		\$ 2,500.00
669	HD/8	FIFTH THIRD BANK		\$ 56.94

Motion by Ms. Tabb to approve the Manual Checks for October 4, 2019 in the amount of \$2,956.94. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Compton to approve the Payroll for September 19, 2019 in the amount of \$271,912.20. Motion seconded and unanimously approved.

PUBLIC COMMENT

Public comment was made by the following individuals: Jay Mansfield, Nicola Bastian.

Please refer to the archived meetings on the jeffersoncountywv.org website to listen to public comment.

PRESENTATIONS

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

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
John Coffman & Eryn Gossner	PP	CT	302023	\$71.90

- **Motion by Mr. Compton to approve the Exoneration for Ticket No. 302023 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
James & Dawn Mathis	PP	CT	303112	\$285.26

- **Motion by Ms. Tabb to approve the Exoneration for Ticket No. 303112 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Lynn Renee Watson	PP	CT	304879	\$531.10

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

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Scott & Michelle Griffith	PP	CT	302016	\$51.02

- **Motion by Mr. Hudson to approve the Exoneration for Ticket No. 302016 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Sixty Four Hour LLC	RE	CT	6048	\$301.50

- **Motion by Mr. Compton to approve the Exoneration for Ticket No. 6048 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Michael Donahue	RE	CT	2179	\$118.28

- **Motion by Ms. Tabb to approve the Exoneration for Ticket No. 2179 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Michael Donahue	RE	CT	2180	\$118.28

- **Motion by Ms. Tabb to approve the Exoneration for Ticket No. 2180 as presented. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	TICKET NO.	AMOUNT
Michael Donahue	RE	CT	2181	\$129.88

- **Motion by Mr. Compton to approve the Exoneration for Ticket No. 2181 as presented. Motion seconded and unanimously approved.**

2. Laura Storm, Circuit Clerk – presented a certificate of Recognition and Appreciation for Service for Shayne Mason, Assistant Clerk

3. Jacki Shadle, Clerk of the County Commission – requested approval for the West Virginia County Records Management and Preservation Board Grant

- **Motion by Ms. Noland to approve the budget request of \$5,166.00 for the West Virginia County Records Management and Preservation Board Grant, with \$1,000.00 toward personnel costs, \$3,728 toward equipment costs, and \$438.00 toward conservation cost, with \$1,500 to come from Coal Severance**

and the equipment costs to be covered by the Assessor's Office. Motion seconded and unanimously approved.

4. Alexander Naupac, Citizen – requested exoneration of Ambulance Service Fee late charges for 2015-2016. Mr. Naupac failed to appear for his rescheduled appointment.
 - **Motion by Mr. Compton to deny Mr. Naupac's request for exoneration of the ambulance service fee late charges for 2015-2016. Motion seconded and unanimously approved.**
5. The Commission recessed for break at 10:45 am.
The Commission reconvened at 11:00 am.
6. Lynn Fields, Probate Office
 - a. Quarterly Review
 - **Motion by Ms. Tabb to convene as a Fiduciary Review Board. Motion seconded and unanimously approved.**
 - **Motion by Ms. Noland to close estates that have met all requirements and approve estates opened since last quarterly review. Motion seconded and unanimously approved.**
 - b. 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.
 - **Motion by Mr. Compton to approve the petition of the Executor and Sole Beneficiary for the resignation of Henry W. Morrow, Jr. as Executor and appoint Elizabeth Coulter Stead as Successor Executrix in the Estate of E. Bailey Tune. Motion seconded and unanimously approved.**
 - **Motion by Mr. Hudson to adjourn as a Fiduciary Review Board. Motion seconded and unanimously approved.**
7. Eleanor Finn, Member, League of Women Voters – provided the Commission and the audience with a report on Open Meetings Compliance
8. Elizabeth Wheeler, Director, Jefferson County Farmland Protection Board – requested the approval of the purchase of one Agricultural Easement – Property Owned by Timothy W. Smith
 - **Motion by Ms. Tabb to 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. Motion seconded and unanimously approved.

9. Jeffrey Polczynski, Director, Emergency Communications – requested the reappointment of Leah Cambardella, part-time Public Safety Dispatcher II

- **Motion by Mr. Compton to approve the part-time employment of Leah Cambardella as a part-time Public Safety Dispatcher II at a Grade IV with an hourly wage of \$18.02/hour. Motion seconded and unanimously approved.**

10. Nathan Cochran, Assistant Prosecuting Attorney

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

- Discussion of Renewal of County Cable Franchise Agreement 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 #19-P-69

- **Motion by Mr. Compton to enter into Executive Session to discuss the renewal of the County Cable Franchise Agreement and related issues. Motion seconded and unanimously approved.**
- **Motion by Ms. Tabb to come out of Executive Session. Motion seconded and unanimously approved.**

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 – it was the consensus of the Commission to finish discussing this item at the next regularly scheduled County Commission meeting.

FINACIAL DIRECTOR REPORTS

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

- **Motion by Ms. Tabb to approve Internal Budget Revision 1 for the General Fund for FY2020. Motion seconded and unanimously approved.**

COUNTY ADMINSTRATOR REPORTS

Discussion of Jefferson Fire and Rescue Association Appointees for the General Fund – this item was postponed due to Ms. Grove’s absence from the October 3, 2019 meeting.

12. The Commission adjourned at 11:42 am 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	\$ 420,388.92	\$ -	\$ 420,388.92
	\$ -		
6.2% Tax Payable OASDI	\$ 24,813.11	\$ -	\$ 24,813.11
1.45% Tax Payable HI	\$ 5,804.99	\$ -	\$ 5,804.99
Fed Withholding	\$ 39,578.58	\$ -	\$ 39,578.58
WV State Withholding	\$ 17,982.19	\$ -	\$ 17,982.19
PERS Retirement Deduct 4.5%	\$ 10,287.90	\$ -	\$ 10,287.90
PERS Retirement Deduct 6%	\$ 4,631.26		\$ 4,631.26
Hosp. Pre-Tax	\$ 14,686.51		\$ 14,686.51
Cancer/ICU Pre-Taxed	\$ 656.33		\$ 656.33
Cancer/ICU Not Pre-Taxed	\$ 950.20		\$ 950.20
Optional Life Not Pre-Taxed	\$ 1,988.47		\$ 1,988.47
Christmas Club	\$ 5,030.00		\$ 5,030.00
Wage Attach #1	\$ 169.39		\$ 169.39
Wage Attach #3	\$ 500.00		\$ 500.00
DSRS Retirement Deduct 8.5%	\$ 6,524.35		\$ 6,524.35
457 - Nationwide	\$ 849.00		\$ 849.00
457I - Empower	\$ 1,970.00		\$ 1,970.00
457R - Roth	\$ 640.00		\$ 640.00
MD State Tax	\$ 549.09		\$ 549.09
D/VF	\$ 1,706.33		\$ 1,706.33
VA. State Tax	\$ 139.73		\$ 139.73
COLONIAL(PLUS)	\$ 81.60		\$ 81.60
Total Deductions	\$ 139,539.03	\$ -	\$ 139,539.03
Void	\$ (1,162.27)		\$ (1,162.27)
Net Wages Total	\$ 279,687.62	\$ -	\$ 279,687.62
Payroll Date	3-Oct-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 17, 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: **Pete Dougherty, Sheriff**

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

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

Date Requested – 1st Choice:

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

October 17 preferred [October 31]

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. Appointment to fill vacant deputy position**
- 2. Request to transfer \$10,000 from Home Confinement Account to salary line item to cover increasing personnel needs based on re-starting Juvenile Drug Court.**
- 3. Discuss possible service demands on Sheriff's budget with new programs.**

Is this a funding request? Y/N No – it is just a budget transfer

If so, how much? \$10,000

Provide exact financial impact/request: Take \$10,000 from Home Confinement and place it into Sheriff's 700 Salary line item.

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

[Item 1] **I move that [deputy to be named] be approved as a deputy for the Jefferson County Sheriff's Office effective November 10, 2019 at starting salary of \$47,500.**

[Item 2] **I move that \$10,000 be transferred from the Home confinement Line Item and placed into the Sheriff's Salary Line Item**

[Item 3] **No motion required.**

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: Pete Dougherty, Sheriff

Email address:

Phone Number:

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 20 minutes

Date Requested – 1st Choice: **October 17, 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 State Budget Revision 3 for the Coal Severance Fund
- Review and Approval of FY2020 State Budget Revision 2 for the General County Fund
- Approval of the FY19 Financial Statements

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 State Budget Revision 3 for the Coal Severance Fund
- Motion to accept FY20 State Budget Revision 2 for the General County Fund
- Motion to approve the FY19 Financial Statements

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

REQUEST FOR REVISION TO APPROVED BUDGET

CONTROL NUMBER

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

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

2020
 FY
002
 FUND
3
 REV. NO.
1 of 1
 PG. OF NO.

Jefferson County Commission
 GOVERNMENT ENTITY

Person To Contact Regarding
 Budget Revision: **Michelle Gordon**
 Phone: **304-724-8425**
 Fax: **304-725-7916**

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

COUNTY
 Government Type

REVENUES: (net each acct.)

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

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
401	County Commission	128,120		3,600	124,520
800	Local Health Department		3,600		3,600
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Director, Local Government Services Division

AUTHORIZED SIGNATURE OF ENTITY _____ APPROVAL DATE _____

Jefferson County Commission
State Budget Revision Entry

Budget Revision #3 of Coal Severance Fund FY20

Description	GL acct	Increase	Decrease
Approval granted unanimously on 9/5/19 to fund 1 year of MyGovernmentOnline for the Health Department.			
Engineering Prof Services	002800.456700	3,600	
Co Comm Prof Services	002401.422300		3,600
Totals		3,600	3,600

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 17th day of October, 2019, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on **Fiscal Year 2020 budget revision number #3 to the Coal Severance Fund**, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by

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

Ralph Lorenzetti	_____
Jane Tabb	_____
Patricia Noland	_____
Caleb Hudson	_____
Josh Compton	_____

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

Patricia Noland, President
Jefferson County Commission

82229		DISTRICT COURT OF MARYLAND		\$	5.00
82230		SOFTWARE SYSTEMS INC		\$	1,189.50
82231		WHOLESALE TIRES INC.		\$	46.42
82232		WV REGIONAL JAIL & CORRECTION FACILITY AUTH		\$	86,802.25
TOTAL				\$	198,196.05

Motion by Ms. Tabb to approve the Accounts Payable for September 5, 2019 in the amount of \$198,196.05. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Compton to approve the Payroll for September 5, 2019 in the amount of \$278,991.86. Motion seconded and unanimously approved.

PUBLIC COMMENT

Public comment was made by the following individuals: Barbara Stiefel, David Tabb, Diane Blust, Nancy Gregory, and Ruth Hatcher. Please refer to the archived meetings on the jeffersoncountywv.org website to listen to public comment.

PRESENTATIONS

1. Russell Burgess, IT Director and Sandy Slusher McDonald, Deputy County Administrator – requested the approval of the renewal of the 2019 County Video Program.
 - **Motion by Ms. Noland to approve the agreement between CGI Communications and the County Commission and to authorize the President of the Commission to affix her signature to the appropriate documents. Motion seconded and unanimously approved.**
2. Dr. Terrence Reidy and John Bresland, Chair of the Jefferson County Board of Health – introduction of new Health Officer, Dr. Terrence Reidy, and present a request for \$3,600 to allow the Health Department to implement a county system “MyGovernmentOnline” at the Health Department.
 - **Motion by Mr. Compton to make available \$3,600.00 to the Health Department to participate in the MyGovernmentOnline system utilized by the County Planning and Zoning Department for one year only. Motion seconded and unanimously approved.**

to be funded with Coal Severance Fund. MGORDON

Jefferson County Health Department

1948 Wiltshire Road, Suite 1
Kearneysville, WV 25430

Invoice

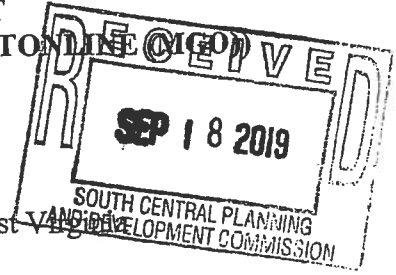
Date	Invoice #
9/25/2019	8836

Bill To
Jefferson County Commission PO BOX 250 CHARLES TOWN WV 25414 Attn: Janet Collier

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
12	MyGovtOnline subscription for 1 year 002800 .456700	300.00	3,600.00
Total			\$3,600.00

**INTERGOVERNMENTAL AGREEMENT
FOR LICENSING SCPDC SOFTWARE (MYGOVERNMENTONLINE)**



Sec. 1. Parties and Purpose

1.1 The Jefferson County Health Department, in the of the State of West Virginia domiciled in Jefferson County.

1.2. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). This contract is entered into among Licensee, and licensor under §11-952 of the Jefferson County Revised Statutes ("A.R.S.") to license the use of the SCPDC Software under certain terms and conditions. Licensee shall participate in partnership with SCPDC in the continued growth and expansion of the SCPDC Software through continued feedback and analysis with the purpose to better the software and services for all partnered jurisdictions for a public good.

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between South Central Planning and Development Commission, a Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, hereinafter referred to as "SCPDC" and Jefferson County Health Department ,in the of the State of West Virginia domiciled in Jefferson County, hereinafter referred to as Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as

"confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Intergovernmental Use Agreement.

2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as MyPermitNow, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpsc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST

OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.8 Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyGovernmentOnline will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices

will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning &
Development Commission

To: Jefferson County Health Department

Address: 5058 West Main St.
Houma, LA 70360

Address: 1948 Wiltshire Road Ste 1
Kearneysville, WV 25430

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or

obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana and the United States of America, without regard to the conflict of laws principles.

12.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.11 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.

12.12 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

JEFFERSON COUNTY, WV

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION

By:

Marty L. Freeman

Marty L. Freeman, Administrator

9/13/19

Date

Kathleen Lang

Witness

Date: 9/13/19

By:

Kevin Belanger

Kevin Belanger, Chief Executive Officer

9/17/19

Date

E. Ryzman

Witness

Date: 9-17-19

SCHEDULE A

INTERGOVERNMENTAL CONTRACT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's MyGovernmentOnline System, Standard Configuration

B. LICENSE FEE

Health Department Custom Quote:

Unlimited permit module for \$300.00 monthly

Other Fees:

On-Site Vists: Reimbursement of lodging, transportation and meals for direct costs.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:

Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B

**INTERGOVERNMENTAL USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction**

**EQUIPMENT SITE, USER NAME, PERSONAL USER NUMBER AND
PERSONAL ACCESS PASSWORD**

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2 At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
INTERGOVERNMENTAL USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Information Technology Administrator

E-mail: support@scpdc.org

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by

SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyGovernmentOnline system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of a MyGovernmentOnline module and can no longer fulfill its contractual obligations pursuant to the Intergovernmental Agreement, the last stable source code release of that module will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data – Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

Accepted:

JEFFERSON COUNTY, WV

Marty L. Freeman

By: Marty L. Freeman Administrator

Date: 9/13/19

Keith Lars

Witness

Date: 9/13/19

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

Kevin Belanger

By: Kevin Belanger, Chief Executive Officer

Date: 9/17/19

E. R. [Signature]

Witness

Date: 9-17-19

REQUEST FOR REVISION TO APPROVED BUDGET

CONTROL NUMBER

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

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

2020
 FY
001
 FUND
2
 REV. NO.
1 of 1
 PG. OF NO.

Jefferson County Commission
 GOVERNMENT ENTITY

Person To Contact Regarding
 Budget Revision: Michelle Gordon
 Phone: 304-724-8425
 Fax: 304-725-7916

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

COUNTY
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
327	Charges for Services		41,400		41,400
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 41,400

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
406	Assessor	534,258	2,941		537,199
424	Courthouse	1,139,493		32,205	1,107,288
425	Other Buildings	597,200	26,534		623,734
696	Transfer to Financial Stabilization Fund	2,365,476	5,477		2,370,953
700	Sheriff-Law Enforcement	4,239,346	38,653		4,277,999
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 41,400

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Director, Local Government Services Division

AUTHORIZED SIGNATURE OF ENTITY _____ APPROVAL DATE _____

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 17th Day of October 2019, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on **Fiscal Year 2020 budget revision number #2 to the General County Fund**, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by

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

Ralph Lorenzetti	_____
Jane Tabb	_____
Patricia Noland	_____
Caleb Hudson	_____
Josh Compton	_____

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

Patricia Noland, President
Jefferson County Commission

Jefferson County Commission
 State Budget Revision JE

Budget Revision #2 of General Fund FY20

<u>Description</u>	<u>GL acct</u>	<u>Increase</u>	<u>Decrease</u>
1. Record Adjustment for CVB Project that is ongoing and partially funded by CVB.			
Charges to other Entitites	001.327CS0	(41,400)	
Other Bldgs-Materials & Supplies	001425.434100.00017	26,534	
2. Record Adjustment for additional position included in error during Budget			
Cthse -Wages	001424.410300		(31,496)
Cthse-FICA	001424.410400		(1,953)
Cthse-Medicare	001424.410401		(457)
Cthse-Health	001424.410500		(10,161)
Cthse-Retirement	001424.410600		(3,150)
3. Record Adjustment for FY20 Materials & Supplies omission error			
Cthse-Materials & Supplies	001424.434100	6,000	
4. Record Adjustment for Office Manager Promotion Approved on 8/15/19 Effective 8/19/19			
Cthse -Wages	001424.410300	7,660	
Cthse-FICA	001424.410400	475	
Cthse-Medicare	001424.410401	111	
Cthse-Retirement	001424.410600	766	
5. Record Adjustment for FY20 JCSO Sheriff Deputy Grade Scale Realignment Approved 9/5/2019			
LEO -Wages	001700.410300	32,305	
LEO-FICA	001700.410400	2,003	
LEO-Medicare	001700.410401	468	
LEO-Retirement	001700.410600	3,877	
6. Record Adjustment for FY20 increase greater than 2% for one employee			
Assr -Wages	001406.410300	2,500	
Assr-FICA	001406.410400	155	
Assr-Medicare	001406.410401	36	
Assr-Retirement	001406.410600	250	
Offset to Adjusting Entries			
Transfer to Financial Stabilization Fund	001696.456658	5,477	
Total		47,217	(47,217)

CVB Bud. Rev. P.1

- Back
- Search
- Browse
- Output
- Print
- Display
- PDF
- Save
- Excel
- Word
- Email
- Schedule
- Attach
- Detail
- Months
- Seg Find
- Totals
- Project Strings
- User Defined Fields

Account

Fund 001 GEN FUND Acct 001425.GG.434100.00017

Org 001425 OTHR BLDGS Acct name MATERIALS AND SUPPLIES

Object 434100 MAT SUPP Type Expense Status Active

Project 00017 JC1901VC VISITOR'S CEN Rollup Sub-Rollup

MultiYr Fund

Yr/Per 2019/12	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2020
Original Budget	.00	.00	.00	.00
Transfers In	25,000.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	25,000.00	.00	.00	.00
Actual (Memo)	① 9,866.97	.00	.00	3,799.50
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	15,133.03	.00	.00	-3,799.50
Percent used	39.47	.00	.00	.00

CVB Budget Revision.

① From P.2 Mat & Supp. Budget 36,400.00
 ① above spent in FY19 Less: (9,866.97)
Bud Rev. needed. 26,533.03

001.424.434100 Proj 00017 Exp.

Received 40K Rev. 001.327C50 in FY19

② Projected Revenue is 81,400 From P.2.
 81,400 Tot Rev
 -40,000 FY19 Rev
Bud Rev. needed 41,400 001.327C50 Revenue

484

Additional Position included in error

F420 BR

Dept	W/O COLA	Bi-wkly	Salary w/ 0.7% COLA	Fica	Medicare	Retirement Co. EE's 10.0% Sheriff Dep 12.0%	Life Monthly	Dental Monthly	Vision Monthly	Medical Monthly	Total Gr Insurance Monthly	Gr. Insurance Annual
424	31,122.00	1,205.38	31,339.95	1,844.00	455.00	3,134.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	40,851.98	1,582.23	41,137.94	2,551.00	597.00	4,114.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	47,127.86	1,825.30	47,457.76	2,943.00	689.00	4,748.00	12.70	23.46	6.94	1,387.23	1,430.33	17,163.96
424	31,669.04	1,226.57	31,890.72	1,978.00	463.00	3,190.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	41,137.20	1,593.28	41,425.16	2,569.00	601.00	4,143.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	49,400.26	1,913.31	49,748.06	3,085.00	722.00	4,975.00	12.70	23.46	6.94	1,387.23	1,430.33	17,163.96
424	31,669.04	1,226.57	31,890.72	1,978.00	463.00	3,190.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	45,924.06	1,778.67	46,245.53	2,868.00	671.00	4,625.00	12.70	23.46	6.94	1,662.06	1,705.16	20,461.92
424	31,669.04	1,226.57	31,890.72	1,978.00	463.00	3,190.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	44,386.42	1,719.12	44,697.12	2,772.00	649.00	4,470.00	12.70	23.46	6.94	1,662.06	1,705.16	20,461.92
424	78,140.40	3,026.44	78,687.38	4,878.00	1,141.00	7,669.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	31,669.04	1,226.57	31,890.72	1,978.00	463.00	3,190.00	12.70	23.46	6.94	803.62	846.72	10,160.64
424	53,893.84	2,087.35	54,271.10	3,365.00	787.00	5,428.00	12.70	23.46	6.94	1,387.23	1,430.33	17,163.96
424	36,285.08	1,405.35	36,539.08	2,286.00	530.00	3,654.00	12.70	23.46	6.94	1,387.23	1,430.33	17,163.96
424	31,669.04	1,226.57	31,890.72	1,978.00	463.00	3,190.00	12.70	23.46	6.94	1,387.23	1,430.33	17,163.96
424	626,615.00	24,270.00	631,001.00	39,132.00	9,157.00	63,108.00	191.00	329.00	98.00	15,302.00	15,919.00	191,018.00

15 SIB14

Employee Count	Employee Insurance	Total
15	2,292.00	3,948.00
		1,176.00
		183,624.00
		191,040.00

Merit Increase Estimate ONLY error

Dept	Hire Date	Estimate	FICA	Medicare	Retirement	Total
424	2/28/1994	156.70				
424	9/24/2018	342.82				
424	10/3/2016	790.96				
424	5/15/2009	478.36				
424	8/17/2007	138.08				
424	9/14/2015	912.01				
424	12/19/2011	531.51				
424	9/14/2015	539.53				
424	9/14/2015	531.51				
424	7/24/2006	863.94				
424	10/15/2001	1,180.31				
424	2/15/2018	285.76				
424	8/1/2011	984.97				
424	10/11/2016	548.09				
424	9/14/2015	531.51				
15		8,936.00	548.00	128.00	884.00	10,396.00

Over budgeted this position.
 31,496.55
 x 1.1765
 37,056
 10,160.64 = 47,217

Position Count error. SIB only 14 total positions. Bryan Perkins moved to 401 - need BR for 47,217

Michelle Gordon

001424.434100 SIB \$6,000 per LKuhn

From: Michelle Gordon
Sent: Wednesday, October 9, 2019 9:55 AM
To: Laura Kuhn
Subject: FW: FY20 Budget Requests
Attachments: Dept 424 Maintenance.xlsm; Dept 425 Other Buildings.xlsm; Dept 717 Central Garage.xlsm

Oh nooooo.... Your budget submission has a 0 for 001424.434100. We will need to process a budget revision.

Michelle Gordon
Finance Director, Jefferson County
Jefferson County Commission
O: 304.724.8425
F: 304.728.5611

FY20 Budget Request from Department had an error. Mat + Supp Budget request should have been \$6,000 and not \$0.

From: Laura Kuhn
Sent: Wednesday, January 16, 2019 2:07 PM
To: Michelle Gordon <mgordon@jeffersoncountywv.org>
Cc: Bill Polk <bpolk@jeffersoncountywv.org>
Subject: FY20 Budget Requests

Michelle,

Attached is our three budgets. On 425 Other Buildings, there is a formula that is incorrect and points to the wrong total. It's on the cover page for line 215 under the FY20 Budget Request column, the formula points to a cell on another tab, not the 215 tab. I was going to fix it, but it is password protected. That line item should be \$70,000 requested and not \$20,000.

Also, Bill directed me to let you know that he will be submitting a salary request on 717 Central Garage. He would like to request a raise of \$5000 for the mechanic and/or part-time help in the amount of \$20,000.

If you need anything additional, please let me know.

Thanks,
Laura

Laura L. Kuhn
Administrative Assistant
Jefferson County Commission
Maintenance Department
128 Industrial Blvd.
Kearneysville, WV 25430
304-728-3355 x2400
lkuhn@jeffersoncountywv.org

Michelle Gordon

From: Laura Kuhn
Sent: Wednesday, October 9, 2019 9:51 AM
To: Michelle Gordon
Subject: 001424-434100

Michelle,

I am trying to enter a pcard receipt and charge it to Courthouse/Materials & Supplies (001424-434100). It says I am over budget and the available budget is \$0.00.

Laura

Laura L. Kuhn
Office Manager
Jefferson County Commission
Maintenance Department
128 Industrial Blvd
Kearneysville, WV 25430
304-728-3355
304-728-3376 (fax)

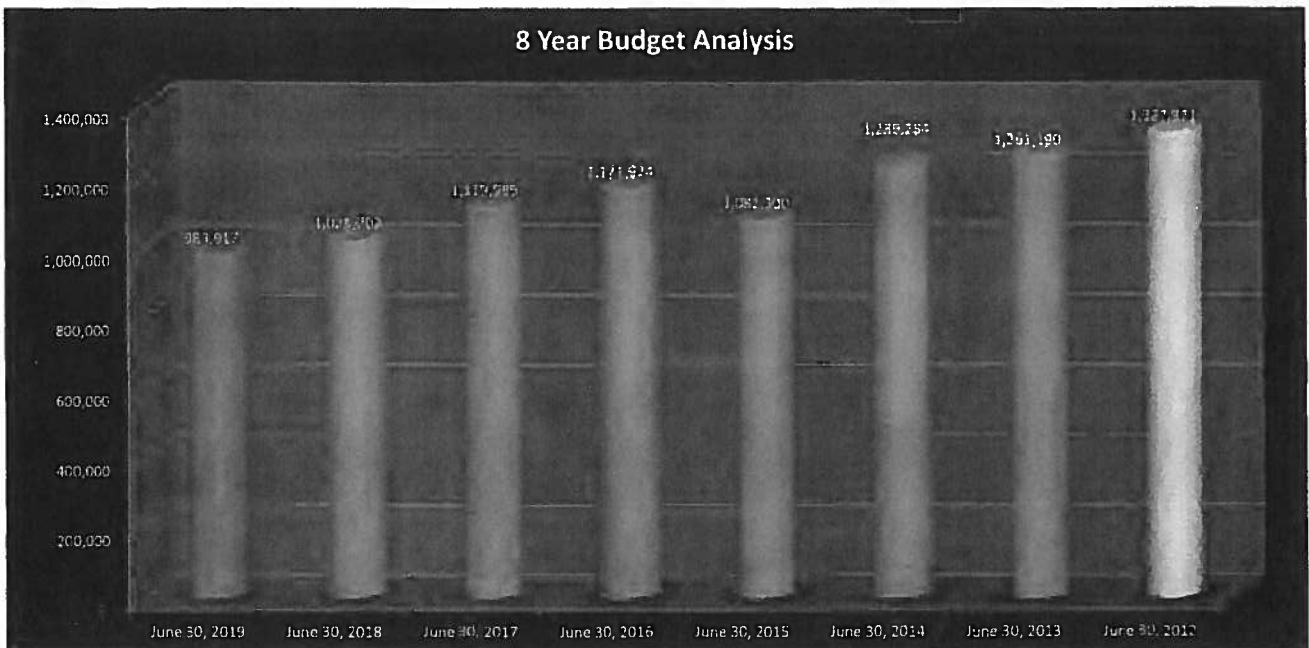
BUDGET REQUEST

Fiscal Year: 2019 - 2020
 Department: Courthouse
 Account Number: 424

Notes: Expenditure data as of 11/30/2018

	FY18 Actual	FY19 Budget	FY19 YTD Actual	% Spent YTD	FY20 Budget Request	Working Total	Approved FY20
Personnel Services							
103 Salary & Wages of Employees	\$ 574,734	\$ 550,529	\$ 238,227	43.27%	\$ 626,615		
104 FICA Tax - Social Security	\$ 34,991	\$ 35,376	\$ 14,478	40.93%	\$ 40,096		
104 Medicare	\$ 8,184	\$ 8,281	\$ 3,386	40.89%	\$ 9,386		
105 Group Insurance Expense	\$ 148,596	\$ 136,971	\$ 73,606	53.74%	\$ 191,040		
106 Retirement Expense	\$ 64,171	\$ 57,060	\$ 24,436	42.83%	\$ 64,668		
108 Overtime	\$ 14,643	\$ 20,000	\$ 6,871	34.36%	\$ 20,000		
Total Personnel Services	\$ 845,319	\$ 808,217	\$ 361,004	44.67%	\$ 951,805	\$ -	\$ -
Contractual Services							
211 Telephone	\$ 123,439	\$ 115,000	\$ 40,326	35.07%	\$ 115,000		
213-001 Utilities	\$ 24,458	\$ 22,000	\$ 8,086	36.75%	\$ 22,000		
213-002 Fuel Oil	\$ 7,437	\$ 8,000	\$ -	0.00%	\$ 8,000		
213-003 Water/Sewer	\$ 1,108	\$ 1,000	\$ 613	61.30%	\$ 1,000		
214 Travel	\$ -	\$ 200	\$ -	0.00%	\$ 1,000		
215 M&R - Buildings&Grounds	\$ -	\$ 5,000	\$ 1,500	30.00%	\$ 5,000		
216 M&R - Equipment	\$ 6,420	\$ 5,000	\$ -	0.00%	\$ 5,000		
220 Advertising & Legal Publications	\$ 965	\$ 1,000	\$ 252	25.20%	\$ 1,000		
221 Training & Education	\$ 636	\$ 1,000	\$ -	0.00%	\$ 2,500		
222 Dues & Subscription	\$ 785	\$ 500	\$ 208	41.60%	\$ 500		
223 Professional Services	\$ 1,012	\$ 2,500	\$ -	0.00%	\$ 2,500		
230 Contracted Services	\$ 5,205	\$ 7,000	\$ 2,192	31.31%	\$ 7,000		
237 Other Fees & Taxes	\$ -	\$ -	\$ 1,299	-100.00%	\$ -		
Total Contractual Services	\$ 171,465	\$ 168,200	\$ 54,476	32.39%	\$ 170,500	\$ -	\$ -
Commodities							
341 Departmental Supplies & Materials	\$ 7,163	\$ 6,000	\$ 1,736	28.93%	\$ -		
345 Uniforms	\$ 1,755	\$ 1,500	\$ 2,293	152.87%	\$ 1,500		
Total Commodities	\$ 8,918	\$ 7,500	\$ 4,029	53.72%	\$ 1,500	\$ -	\$ -
Department Grand Total	\$ 1,025,702	\$ 983,917	\$ 419,509	42.64%	\$ 1,123,805	\$ -	\$ -

8 Year Budget Analysis



424-Office Mgr
Promotion

8-15-19 Meeting
Minutes

P.7

3. Stephen Allen, Director, Jefferson County Homeland Security and Emergency Management – requested approval of the 2018 Jefferson County Emergency Operations Plan (EOP)

- o This item was delayed until the August 29, 2019 regularly scheduled County Commission meeting.

4. Interviews and Appointments to the Regional Airport Authority – one three-year term ending July 2, 2022.

- o This item was delayed until the August 29, 2019 regularly scheduled County Commission meeting.

5. The Commission recessed for break at 7:45 pm.
The Commission reconvened at 8:00 pm.

6. Lyn Goodwin, Interim Director, Jefferson County Development Authority – requested the consideration of compensation adjustment for JCDA Administrative Assistant.

- **Motion by Ms. Noland to authorize a ten percent salary adjustment for the JCDA Administrative Assistant, retroactive to July 1, 2019. Motion seconded and unanimously approved.**

7. Bill Polk, Director, Department of Maintenance

Promotion
BR

a. Request for Reclassification

- **Motion by Ms. Noland to reclassify Laura Kuhn as Office Manager with the Jefferson County Maintenance Department at a salary of \$55,000.00 effective August 19, 2019. Motion seconded and unanimously approved.**

b. Request for Approval to Advertise a Request for Qualifications for Professional Architecture/Consulting Services for the Proposed County Complex Project.

- **Motion by Ms. Noland to enter into Executive Session to discuss a personnel matter. Motion seconded and unanimously approved.**
- **Motion by Mr. Compton to come out of Executive Session. Motion seconded and unanimously approved.**
- **Motion by Mr. Compton to approve the Requests for Qualifications for Professional Architectural/Consulting Services for the proposed**

$$\begin{array}{r}
 \$55,000 \\
 - 46,246 \\
 \hline
 8,754 \\
 \div 12 \text{ mos} \\
 \hline
 729.50/\text{mo} \\
 \times 10.5 \text{ mos} \\
 \hline
 \$7,660 \text{ wages} \\
 + \$1,352 \text{ BEN} \\
 \hline
 \underline{\underline{\$ 9,012}}
 \end{array}$$

total Budget Revision needed

JCSO pay Increase
for 11 Deputies

P.3
9-5-2019 Minutes

3. Michelle Gordon, Finance Director – requested the review and approval of FY2019 State Budget Revision 2 for the Coal Severance Fund.

- **Motion by Ms. Tabb to accept FY19 State Budget Revision 2 for the Coal Severance Fund. Motion seconded and passes 4-1 with Mr. Compton opposing.**

4. The Commission recessed for break at 10:45 am.
The Commission reconvened at 11:00 am.

5. Nathan Cochran, Assistant Prosecuting Attorney

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

- Discussion of Renewal of County Cable Franchise Agreement 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 #19-P-69

- Discussion of and communication with FEMA regarding potential resolution

- Discussion of US District Court (Northern District) Civil Action #3:18-CV-122

- Report from Counsel on opioid litigation and related issues

- **Motion by Ms. Noland to enter into Executive Session to discuss the renewal of the County Cable Franchise Agreement and related issues and hear a report from Counsel regarding the opioid litigation and related issues. Motion seconded and unanimously approved.**

6. Pete Dougherty, Sheriff

a. Request to renew the Governor's Highway Safety Grant

- **Motion by Ms. Noland to approve the renewal of the Governor's Highway Safety Grant for another year. Motion seconded and unanimously approved.**

b. Request to increase the starting salaries for deputies effective September 1, 2019.

- **Motion by Ms. Tabb to revise the grade scale for past COLAs and adjust the lateral amount to \$47,500.00 for Sheriff's deputies. Motion seconded and unanimously approved.**

See
next
pages.

COUNTY ADMINISTRATOR REPORTS

- Saint Margaret's Renovation for additional courtroom

Tot 11 employees \$38,766
÷ 12 mos
3230.50/mo
x 10 mos
\$32,305 Base Pay
+ 6348 Ben
\$ 38,653 Bud. Rev.

Jefferson County Commission
 Cost Estimate
 FY20 Draft Grade Scale Realignment

EE No	Last Name	First Name	Job Description	Hourly Rate	Annual Pay	New Annual Pay	Cost	Hire Date
<u>1118</u>	MAHONY	ROBIN	DEPUTY	20.3365	42,299.92	47,500.00	5,650.00	5/23/2013
<u>1178</u>	CHANDLER	KRAIG	DEPUTY	20.3365	42,299.92	47,500.00	5,650.00	9/18/2017
<u>1181</u>	PROPPS	KELSEY	DEPUTY	20.3365	42,299.92	47,500.00	5,650.00	10/16/2017
<u>1193</u>	ELLIS	CHARLES	DEPUTY	20.3365	42,299.92	47,500.00	5,650.00	8/6/2018
<u>1716</u>	HARPER	MATTHEW	DEPUTY	20.3366	42,300.18	47,500.00	5,650.00	8/5/2019
<u>1172</u>	MOFFETT	JOSEPH	DEPUTY	22.5360	46,874.88	48,940.00	2,065.00	
<u>1182</u>	HOCKMAN	CHRISTIAN	DEPUTY	22.5360	46,874.88	48,940.00	2,065.00	
<u>1168</u>	WILHELM	WILLIAM	DEPUTY	22.6515	47,115.12	48,940.00	1,825.00	
<u>1150</u>	MCCUSKER	BRYAN	DEPUTY	22.7091	47,234.98	48,940.00	1,705.00	
<u>1160</u>	STELY	TRAVIS	DEPUTY	22.7091	47,234.98	48,940.00	1,705.00	
<u>1142</u>	OSHEA	CONOR	DEPUTY	22.9753	47,788.52	48,940.00	1,151.00	
<u>1131</u>	GRANTHAM	JOSEPH	DEPUTY	24.3071	50,558.82			
<u>1106</u>	ARMEL	MATTHEW	DEPUTY	26.7123	55,561.48			
<u>1098</u>	HESS	CHARLES	DEP 1ST CL	28.4570	59,190.56			
<u>1061</u>	KILMER	GLEN	DEP 1ST CL	29.7949	61,973.34			
<u>1069</u>	THOMAS	ALLAN	DEP 1ST CL	29.7949	61,973.34			
<u>1077</u>	DEMORY	SCOTT	DEP 1ST CL	29.7949	61,973.34			
<u>1079</u>	HOCKMAN	ALBERT	DEP 1ST CL	29.7949	61,973.34			
<u>1101</u>	FLETCHER	DOUGLAS	CORPORAL	27.9785	58,195.28			
<u>1103</u>	RJASKO	ROBERT	CORPORAL	27.9785	58,195.28			
<u>1070</u>	WINDLE	JOSEPH	CORPORAL	30.2560	62,932.48			
<u>1020</u>	FORMAN	JOSEPH	CORPORAL	30.8569	64,182.30			
<u>1055</u>	TIONG	VINCENT	CORPORAL	32.4599	67,516.54			
<u>1050</u>	TABLER	DUSTIN	CORPORAL	32.5465	67,696.72			
<u>1051</u>	WILLIAMS	BENJAMIN	PRO-SGT	33.9640	70,645.12			
<u>1078</u>	CONWAY	BRANDON	SERGEANT	32.2178	67,012.92			
<u>1058</u>	HOLZ	STEVEN	SERGEANT	33.8775	70,465.20			
<u>1049</u>	BOYCE	KEVIN	SERGEANT	33.9640	70,645.12			
<u>1045</u>	SELL	ROBERT	SERGEANT	35.5919	74,031.10			
<u>1031</u>	LUPIS	VICTOR	LIEUTENANT	37.4375	77,870.00			
<u>1027</u>	COLBERT	DAVID	LIEUTENANT	38.7820	80,666.56			
<u>1035</u>	FLETCHER	RONALD	CHIEF DEPUTY	39.9188	83,031.00			

5

6

11 total

Total Wages
 Benefits
 Total Cost

38,766.00	/12 x 10
7,618.00	
<u>46,384.00</u>	/12 x 10

38,653

effective 9/1/2019
 32,305 Base Pay.

New Pay Scale Approved
9-5-2019
Unan.

**Jefferson County Government
FY2019-2020 Annual Salaries**

(Paid Bi-weekly Based on Hours Worked per Period)

Revised Effective 9/5/2019

New Grade	Old Grade	Bi-Wkly Hrs	Annual Minimum	Annual Maximum	Range	% Between Grades
-----------	-----------	-------------	----------------	----------------	-------	------------------

Salary Scale

	Uncertified	Certified				
DEPUTY	43,876	47,500	48,940	73,410	50.0%	
CORPORAL			54,189	81,284	50.0%	11%
SERGEANT			59,437	89,156	50.0%	10%
LIEUTENANT			64,686	97,029	50.0%	9%
CHIEF DEPUTY			75,182	112,773	50.0%	16%

Michelle Gordon

From: Michelle Gordon
Sent: Thursday, September 5, 2019 12:56 PM
To: Tammy Shaffer
Cc: Jacki Shadle; Stephanie Grove
Subject: JCSO Scale
Attachments: FY20 JCSO Pay Scale.pdf

Pay scale approved today. Employee adjustments should be effective 9/1/2019. The 11 employees impacted:

EE No	Last Name	First Name	Job Description	Hourly Rate	Annual Pay	New Annual Pay
1118	MAHONY	ROBIN	DEPUTY	20.3365	42,299.92	47,500.00
1178	CHANDLER	KRAIG	DEPUTY	20.3365	42,299.92	47,500.00
1181	PROPPS	KELSEY	DEPUTY	20.3365	42,299.92	47,500.00
1193	ELLIS	CHARLES	DEPUTY	20.3365	42,299.92	47,500.00
1716	HARPER	MATTHEW	DEPUTY	20.3366	42,300.18	47,500.00
1172	MOFFETT	JOSEPH	DEPUTY	22.5360	46,874.88	48,940.00
1182	HOCKMAN	CHRISTIAN	DEPUTY	22.5360	46,874.88	48,940.00
1168	WILHELM	WILLIAM	DEPUTY	22.6515	47,115.12	48,940.00
1150	MCCUSKER	BRYAN	DEPUTY	22.7091	47,234.98	48,940.00
1160	STELY	TRAVIS	DEPUTY	22.7091	47,234.98	48,940.00
1142	OSHEA	CONOR	DEPUTY	22.9753	47,788.52	48,940.00

Michelle Gordon

Finance Director, Jefferson County

Jefferson County Commission

124 East Washington Street

PO Box 250

Charles Town, WV 25414

O: 304.724.8425

F: 304.725.5611

mgordon@jeffersoncountywv.org

www.jeffersoncountywv.org

Jefferson County Government

FY2019-2020 Annual Salaries

(Paid Bi-weekly Based on Hours Worked per Period)

New Grade	Old Grade	Bi-Wkly Hrs	Annual Minimum	Annual Maximum	Range	New Annual Maximum 3% / year	New Range	New Annual Maximum 2% / year	New Range	% Between Grades
Current Salary Scale										
DEPUTY		Uncertified 41,300	Certified 42,300	46,125	95,891	107.9%				
CORPORAL				51,125	106,285	107.9%				11%
SERGEANT				56,125	116,680	107.9%				10%
LIEUTENANT				61,125	127,074	107.9%				9%
CHIEF DEPUTY				71,125	147,864	107.9%				16%
Adjusted Salary Scale										
DEPUTY		Uncertified 41,300	Certified 42,300	46,125	95,891	107.9%				
FY16 500 Flat		41,800	42,800	46,625	96,391	106.7%	74,600	60.0%	69,938	50.0%
FY17 3%		43,054	44,084	48,024	99,283	106.7%	76,838	60.0%	72,036	50.0%
FY18 1.2%		43,571	44,613	48,600	100,474	106.7%	77,760	60.0%	72,900	50.0%
FY19 0 MI Only		43,571	44,613	48,600	100,474	106.7%	77,760	60.0%	72,900	50.0%
FY20 0.7%		43,876	44,925	48,940	101,177	106.7%	78,304	60.0%	73,410	50.0%
CORPORAL				51,125	106,285	107.9%				11%
FY16 500 Flat				51,625	106,785	106.8%	82,600	60.0%	77,438	50.0%
FY17 3%				53,174	109,989	106.8%	85,078	60.0%	79,761	50.0%
FY18 1.2%				53,812	111,309	106.8%	86,099	60.0%	80,718	50.0%
FY19 0 MI Only				53,812	111,309	106.8%	86,099	60.0%	80,718	50.0%
FY20 0.7%				54,189	112,088	106.8%	86,702	60.0%	81,284	50.0%
SERGEANT				56,125	116,680	107.9%				10%
FY16 500 Flat				56,625	117,180	106.9%	90,600	60.0%	84,938	50.0%
FY17 3%				58,324	120,695	106.9%	93,318	60.0%	87,486	50.0%
FY18 1.2%				59,024	122,143	106.9%	94,438	60.0%	88,536	50.0%
FY19 0 MI Only				59,024	122,143	106.9%	94,438	60.0%	88,536	50.0%
FY20 0.7%				59,437	122,998	106.9%	95,099	60.0%	89,156	50.0%
LIEUTENANT				61,125	127,074	107.9%				9%
FY16 500 Flat				61,625	127,574	107.0%	98,600	60.0%	92,438	50.0%
FY17 3%				63,474	131,401	107.0%	101,558	60.0%	95,211	50.0%
FY18 1.2%				64,236	132,978	107.0%	102,778	60.0%	96,354	50.0%
FY19 0 MI Only				64,236	132,978	107.0%	102,778	60.0%	96,354	50.0%
FY20 0.7%				64,686	133,909	107.0%	103,498	60.0%	97,029	50.0%
CHIEF DEPUTY				71,125	147,864	107.9%				16%
FY16 500 Flat				71,625	148,364	107.1%	114,600	60.0%	107,438	50.0%
FY17 3%				73,774	152,815	107.1%	118,038	60.0%	110,661	50.0%
FY18 1.2%				74,659	154,649	107.1%	119,454	60.0%	111,989	50.0%
FY19 0 MI Only				74,659	154,649	107.1%	119,454	60.0%	111,989	50.0%
FY20 0.7%				75,182	155,732	107.1%	120,291	60.0%	112,773	50.0%

Steps	Uncertified	Certified 1 Yr From Release FTO	Minimum	1	2	3	4	5	6	7	8	9
Deputy	41,300	42,300	46,125	48,431	50,853	53,395	56,065	58,868	61,812	64,903	68,148	71,555
Corporal			51,125	53,681	56,365	59,184	62,143	65,250	68,512	71,938	75,535	79,312
Sergeant			56,125	58,931	61,878	64,972	68,220	71,631	75,213	78,974	82,922	87,068
Lieutenant			61,125	64,181	67,390	70,760	74,298	78,013	81,913	86,009	90,309	94,825
Captain	** Future Rank		66,125	69,431	72,903	76,548	80,375	84,394	88,614	93,045	97,697	102,582
Chief Deputy / Chief of Staff			71,125	74,681	78,415	82,336	86,453	90,776	95,314	100,080	105,084	110,338
Steps			2 Years 10	2 Years 12	2 Years 14	2 Years 16	2 Years 18	2 Years 20				
Deputy			75,133	78,889	82,834	86,976	91,324	95,891				
Corporal			83,277	87,441	91,813	96,404	101,224	106,285				
Sergeant			91,422	95,993	100,792	105,832	111,124	116,680				
Lieutenant			99,566	104,544	109,772	115,260	121,023	127,074				
Captain	** Future Rank		107,711	113,096	118,751	124,689	130,923	137,469				
Chief Deputy / Chief of Staff			115,855	121,648	127,730	134,117	140,823	147,864				
5% increase between steps												
\$5000 increase between ranks												
Each step will occur on the anniversary date of the Deputy's release from FTO status or promotion date.												
On promotion steps the promoted Deputy will receive \$5000.00 promotion increase and go to the next step of the next ranks scale.												

Jefferson County Commission
Comparison of Deputy Salaries-Entry Level

<u>Organization</u>	<u>Non-Certified</u>	<u>Certified or Lateral</u>
<i>JCSO Current Salaries</i>	41,300	42,300
<u>Comparison</u>		
Berkeley County, WV	39,500	40,796
Loudoun County, VA	41,885	56,654
Washington County, MD	43,520	47,320
<i>JCSO with new COLA Adjustment</i>	43,876	44,925
Frederick City, MD	47,075	50,833
Frederick County, MD	49,421	53,310

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Pete Dougherty, Sheriff**

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

Estimation of amount of time needed for appointment: **20 minutes**

Date Requested – 1st Choice:

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

September 5, 2019

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. Request to renew the Governor's Highway Safety Grant.

2. Request to increase the starting salaries for deputies effective January 1, 2020.

Is this a funding request? Y/N YES

If so, how much? \$Approximately 40,000

Provide exact financial impact/request:

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

[Item. 1] I move that the Commission approve the renewal of the Governor's Highway Safety Grant for another year.

[Item 2] I move that the starting salary for deputies be set at \$44,000 effective January 1, 2020.

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

If not attached, explain: Item 1 is a renewal of the Highway Safety Grant. This funds two deputies.

Item 2 – The starting salary for deputies have not been increased in 10 year. We have recently lost 2 deputies with more than 10 years' experience and the number of quality applicants continues to decline.

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

Contact information:

Email address:

Phone Number:

406 - Employee Increase

Michelle Gordon

From: Angela Banks
Sent: Monday, April 1, 2019 10:17 AM
To: Michelle Gordon
Subject: BUDGET REVISION
Attachments: Revision.PDF

FY20 Bud Revision
406.

Michelle,

When I was in your office you mentioned that if there was anyone else in my department that I wanted to bump up their salary some just let you know. I would like to give Jason Mickey an additional \$2,500 starting with the new budget in July that would be great. He does do a lot with the commercial properties now as well as the residential. He does the majority of the land studies for both and the modifier for commercial properties. He also does my farm studies. He is in budget 406. Let me know if this is possible.

I also have attached a budget revision. I am going to need to bring in my part-time employees before July. I am also going to need some of the employees work some overtime in order to be ready for July 1st. Paula retired and her replacement is making less money. When I hire new employees it takes a while for them to be able to work independently. There is extra money in the salary line item due to Paula leaving (there was a gap of a month no salary getting paid for her position) and new person started out at a lot less.

Thank you,

Angela Banks
Assessor of Jefferson County
104 E. Washington St.
Charles Town, WV 25414
304-728-3224 Phone
304-728-3383 Fax

\$ 2500 request
+ 441 Ben

\$ 2941 total Bud. Revision

Michelle Gordon

From: Michelle Gordon
Sent: Monday, April 29, 2019 4:50 PM
To: Angela Banks
Subject: FY20 Budget-Final
Attachments: Employee Action Form-Blank.xlsx; Jefferson County Performance Appraisal Form.pdf; Dept 406 Assessor-FINAL.xlsm; Dept 407 Assessors Valuation Fund-FINAL.xlsm; Dept 408 Statewide Computer Network-FINAL.xlsm; Dept 408 Statewide Computer Network.pdf; Dept 407 Assessors Valuation Fund.pdf; Dept 406 Assessor.pdf

Attached is the FY20 Budget that was approved by the Commission and the State Auditor for your department.

Dept 406: COLA/Merit Increases

The Commission approved the addition of \$6,581 (includes employer benefits) for cost of living adjustment (COLA) and merit increases for your employees. The COLA of 0.7% has a proposed effective date of 7/1/2019 and the merit increase calculation has proposed effective dates that are based on hire date. On the Wages tab within your spreadsheet, I added my calculation of the estimated 2% average merit increase for each employee to be effective based on each employee's hire date. ****IT IS AN ESTIMATE ONLY**** Final merit increase amounts/percentages will be determined by you and/or their supervisor and are anticipated to be based on performance. It is your decision how much of a COLA/ merit increase percentage to award to your employees; however, you cannot go over your allotted budget. It is anticipated that some employees may get more than 2%, some may get less than 2%, and a few poor performers or recently promoted employees may get no increase this fiscal year. **It is at your discretion.**

need Bud. Rev FY20

NOTE: I will process a budget revision in FY20 to increase your salary line for Jason Mickey's potential increase of \$2500. We discussed this change after the budget was submitted for publication; however, I have it reserved for your department. Wendy Jenkins' increase request of \$2500 was received prior to publication and is reflected on the Wages Tab.

Dept 407: No change was made to your budget request. I included the same wage calculations for COLA and merit increase on the Wages tab in case you want to treat employees in both departments the same.

Dept 408: No change was made to your budget request.

Health Insurance

I will process a FY20 budget revision for all departments in FY20 to ensure you have enough to cover any increases. No increase to the employee portion of insurance rates for medical, dental, vision or life insurance was approved.

Change Forms

Please submit completed, approved employee action forms to Tammy Shaffer 6/15 for the COLA and any position changes or increases that you want to be effective on 7/1. Merit increase action forms should be submitted at least 2 weeks prior to the proposed effective date (employee FT hire date). Please be sure to complete all fields including grade, step and position title for employees.

Let me know if you have any questions.

406 \$2500 + Ben

Michelle

Michelle Gordon
Finance Director, Jefferson County

JEFFERSON COUNTY, WEST VIRGINIA
STATEMENT OF NET POSITION (Unaudited)
June 30, 2019

	Primary Government	Component Units					
	Governmental Activities	Board of Health	Development Authority	Historic Landmarks	Farmland Protection	Emergency Services	
ASSETS							
Current assets:							
Cash and cash equivalents	\$ 10,195,123	\$ 762,333	\$ 795,355	\$ 3,582	\$ 3,502,963	\$ 1,151,505	\$ 423,180
Receivables, net of allowance for uncollectibles:							
Taxes	759,940	--	--	--	118,954	--	--
Accounts	918,417	75,345	115,147	--	--	78,330	3,800
Intergovernmental Receivables	945,561	--	--	--	--	--	--
Due from:							
Other governments	598,010	--	--	--	--	--	--
Inventory, at cost	2,461	--	--	--	--	--	--
Prepaid expenses	210,813	5,282	13,529	--	3,000	61,472	--
Total current assets	<u>13,630,325</u>	<u>842,960</u>	<u>924,031</u>	<u>3,582</u>	<u>3,624,917</u>	<u>1,291,307</u>	<u>426,980</u>
Restricted assets:							
Restricted cash	3,781,864	--	32,153	--	--	--	--
Lease receivable	--	--	3,014,556	--	--	--	--
Capital assets:							
Nondepreciable:							
Land	896,032	--	5,965,676	1,119,857	--	550,000	688,335
Construction in progress	322,725	--	--	--	--	--	406,663
Depreciable:							
Buildings	19,829,643	--	--	--	--	1,366,998	645,923
Structures and improvements	3,290,285	--	--	--	--	--	--
Vehicles	2,380,963	--	--	--	--	--	37,535
Machinery and equipment	8,359,836	30,719	31,156	--	9,051	456,229	266,447
Leasehold improvements	--	6,933	--	--	--	--	--
Less: accumulated depreciation	(16,324,121)	(31,189)	(25,012)	--	--	(726,255)	(153,649)
Total noncurrent assets	<u>22,537,227</u>	<u>6,463</u>	<u>9,018,529</u>	<u>1,119,857</u>	<u>9,051</u>	<u>1,646,972</u>	<u>1,891,254</u>
Total assets	<u>36,167,552</u>	<u>849,423</u>	<u>9,942,560</u>	<u>1,123,439</u>	<u>3,633,968</u>	<u>2,938,279</u>	<u>2,318,234</u>
DEFERRED OUTFLOWS							
Changes in proportion and differences between employer contributions and proportionate share of contributions							
	35,004	--	--	--	--	53,761	11,349
Employer contributions subsequent to measurement period							
	1,008,892	65,953	--	--	--	159,982	33,894
Difference between expected and actual experience							
	67,143	3,248	--	--	--	25,756	--
Net difference between projected and actual investment earnings on pension plan investments							
	--	--	--	--	--	--	6,727
Total deferred outflows of resources	<u>1,111,039</u>	<u>69,201</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>239,499</u>	<u>51,970</u>
LIABILITIES							
Current liabilities payable from current assets:							
Accounts payable	667,157	27,727	--	--	--	62,006	2,829
Refunds payable	3,750	--	--	--	--	--	--
Payroll payable	237,150	25,319	--	--	--	100,669	16,666
Notes payables	180,107	--	--	--	--	--	--
Intergovernmental payable	6,491	--	--	--	72,764	--	--
Current liabilities payable from restricted assets:							
restricted assets:							
Notes payable	--	--	111,103	--	--	34,190	--
Interest payable	--	--	571,561	--	--	1,161	--
Noncurrent liabilities:							
Notes payable - due in more than one year	--	--	7,424,417	--	--	1,020,770	--
Net OPEB liability	1,746,831	148,664	--	--	--	--	141,974
Net pension liability	1,228,334	65,481	--	--	--	15,176	77,672
Compensated absences payable	733,622	18,941	--	--	--	75,930	--
Total liabilities	<u>4,808,915</u>	<u>286,132</u>	<u>8,107,081</u>	<u>--</u>	<u>72,764</u>	<u>1,309,902</u>	<u>239,141</u>
DEFERRED INFLOWS							
Difference between expected and actual experience							
	263,439	2,361	--	--	--	72,576	--
Changes in assumptions							
	83,428	14,844	--	--	--	29,873	4,021
Changes in proportion and differences between employer contributions and proportionate share of contributions							
	--	93,334	--	--	--	19,160	--
Net difference between projected and actual investment earnings on pension plan investments							
	1,037,986	41,285	--	--	--	66,879	18,846
Total deferred inflows of resources	<u>1,384,853</u>	<u>151,824</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>188,488</u>	<u>22,867</u>
NET POSITION							
Net investment in capital assets, net of related debt	18,575,256	6,463	6,144	1,119,857	--	606,311	716,420
Restricted for:							
Community development projects	--	--	32,153	--	--	--	--
Other purposes	3,781,864	--	--	--	3,561,204	857,524	--
Unrestricted	8,727,703	474,205	1,797,182	3,582	--	215,553	1,391,776
Total net position	<u>\$ 31,084,823</u>	<u>\$ 480,668</u>	<u>\$ 1,835,479</u>	<u>\$ 1,123,439</u>	<u>\$ 3,561,204</u>	<u>\$ 1,679,388</u>	<u>\$ 2,108,196</u>

JEFFERSON COUNTY, WEST VIRGINIA
STATEMENT OF ACTIVITIES (Unaudited)
For the Fiscal Year Ended June 30, 2019

	Net (Expense) Revenues and Changes in Net Position											
	Program Revenues					Component Units						
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Governmental Activities	Total	Board of Health	Development Authority	Historic Landmark	Farmland Protection	Emergency Services	Parks and Recreation
	\$ 12,806,017	\$ 1,806,787	\$ 256,005	\$ 100,000	\$ (10,643,225)	\$ (10,643,225)						
	12,187,443	3,399,965	278,668	80,000	(8,428,810)	(8,428,810)						
	92,030	--	--	--	(92,030)	(92,030)						
	1,976,493	--	--	150,374	(1,826,119)	(1,826,119)						
	50,000	--	78,599	--	28,599	28,599						
	168,164	--	--	--	(168,164)	(168,164)						
	--	--	--	--	--	--						
Total governmental activities	27,280,147	5,206,752	613,272	330,374	(21,129,749)	(21,129,749)						
Total primary government	\$ 27,280,147	\$ 5,206,752	\$ 613,272	\$ 330,374	(21,129,749)	(21,129,749)						
	1,110,548	381,816	480,459	--	--	--	(248,273)	--	--	--	--	--
Board of Health	614,188	--	486,645	--	--	--	--	--	--	--	--	--
Development Authority	62,172	--	25,918	17,768	--	--	--	(117,543)	--	--	--	--
Historic Landmark	1,206,304	--	452,182	--	--	--	--	(18,486)	(754,122)	--	--	--
Farmland Protection	3,073,545	800,000	2,312,870	--	--	--	--	--	--	--	39,325	--
Emergency Services Agency	1,219,339	826,733	641,401	--	--	--	--	--	--	--	--	248,795
Parks and Recreation												
Total component units	\$ 7,286,096	\$ 2,008,549	\$ 4,409,475	\$ 17,768	\$ --	\$ --	\$ (248,273)	\$ (117,543)	\$ (754,122)	\$ (18,486)	\$ 39,325	\$ 248,795
General revenues:				\$ 14,178,118	\$ 14,178,118	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --
Ad valorem property taxes				43,303	43,303	--	--	--	--	--	--	--
Alcoholic beverages tax				771,492	771,492	--	--	--	--	--	--	--
Hotel occupancy tax				85,562	85,562	--	--	--	--	--	--	--
Gas and oil severance tax				794,016	794,016	--	--	--	878,515	--	--	--
Other taxes				118,407	118,407	--	--	--	--	--	--	--
Coal severance tax				1,818,764	1,818,764	--	--	--	--	--	--	--
Licenses and permits				84,455	84,455	--	4,524	12,016	41,303	--	7,535	2,169
Interest and investment earnings				875,144	875,144	--	--	--	--	--	--	--
Reimbursement				5,295,231	5,295,231	--	17,395	2,400	1,320	--	3,786	12,212
Miscellaneous				24,075,414	24,075,414	--	21,919	14,416	921,138	2,718	11,321	14,381
Total general revenues				2,945,665	2,945,665	(226,354)	(103,127)	(15,768)	167,016	50,646	263,176	263,176
Change in net position				28,139,158	28,139,158	707,022	1,938,606	1,139,207	3,394,188	1,628,742	1,845,020	1,845,020
Net position - beginning												
Net position - ending				\$ 31,084,823	\$ 31,084,823	\$ 480,668	\$ 1,835,479	\$ 1,123,439	\$ 3,561,204	\$ 1,679,388	\$ 2,108,196	\$ 2,108,196

The notes to the financial statements are an integral part of this statement.

JEFFERSON COUNTY, WEST VIRGINIA
BALANCE SHEET - GOVERNMENTAL FUNDS (Unaudited)
June 30, 2019

	General	Coal Severance Tax	County Capital Outlay	Impact Fees	Other Nonmajor Governmental Funds	Total Governmental Funds
ASSETS AND DEFERRED OUTFLOWS						
Assets						
Cash and cash equivalents	\$ 4,974,872	\$ 132,020	\$ 3,957,052	\$ --	\$ 1,131,179	\$ 10,195,123
Receivables, net of allowance for uncollectibles:						
Taxes	759,940	--	--	--	--	759,940
Accounts	532,991	--	--	--	385,426	918,417
Intergovernmental receivable	897,696	--	--	--	47,865	945,561
Due from:						
Other funds	107,379	--	722	--	--	108,101
Other governments	--	--	--	--	598,010	598,010
Inventory, at cost	2,461	--	--	--	--	2,461
Prepaid expenses	206,410	--	--	--	4,403	210,813
Restricted cash	--	--	--	3,781,864	--	3,781,864
Total assets	7,481,749	132,020	3,957,774	3,781,864	2,166,883	17,520,290
Deferred Outflows						
Total deferred outflows of resources	--	--	--	--	--	--
Total assets and deferred outflows of resources	\$ 7,481,749	\$ 132,020	\$ 3,957,774	\$ 3,781,864	\$ 2,166,883	\$ 17,520,290
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES						
Liabilities						
Accounts payable	541,458	3,100	63,038	--	59,561	667,157
Misc payable	3,750	--	--	--	--	3,750
Payroll payable	237,150	--	--	--	--	237,150
Intergovernmental payable	--	--	--	--	6,491	6,491
Due to:						
Other funds	722	--	--	--	107,379	108,101
Unearned revenue	--	--	--	--	5,473	5,473
Total liabilities	783,080	3,100	63,038	--	178,904	1,028,122
Deferred Inflows						
Deferred revenue - taxes	563,542	--	--	--	--	563,542
Total deferred inflows of resources	563,542	--	--	--	--	563,542
Total liabilities and deferred inflows of resources	1,346,622	3,100	63,038	--	178,904	1,591,664
Fund balances						
Nonspendable	208,871	--	--	--	4,403	213,274
Restricted	--	126,120	--	3,781,864	1,983,573	5,891,557
Committed	25,132	2,800	3,894,736	--	--	3,922,668
Assigned	3,958,955	--	--	--	3	3,958,958
Unassigned	1,942,169	--	--	--	--	1,942,169
Total fund balances	6,135,127	128,920	3,894,736	3,781,864	1,987,979	15,928,626
Total liabilities, deferred inflows and fund balances	\$ 7,481,749	\$ 132,020	\$ 3,957,774	\$ 3,781,864	\$ 2,166,883	\$ 17,520,290

The notes to the financial statements are an integral part of this statement.

JEFFERSON COUNTY, WEST VIRGINIA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION (Unaudited)
June 30, 2019

Total fund balances on the governmental fund's balance sheet		\$ 15,928,626
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and are therefore not reported in the funds. (Note III - D)		18,755,363
Other long-term assets that are not available to pay for current-year expenditures and therefore are deferred in the funds. (Note)		(180,107)
Certain revenues are not available to fund current year expenditures and therefore are deferred in the funds. (Note III - B)		563,542
Deferred (inflows) and outflows related to pension activity are not required to be reported in the funds but are required to be reported at the government-wide level (Note V):		
Deferred outflow (inflow)- Changes in employer portion and differences between contributions and proportionate share of pension expense	\$ 35,004	
Deferred outflow - Employer contributions to pension plan after measurement date	1,008,892	
Deferred outflow (inflow) - Net differences between projected and actual investment earnings	(1,037,986)	
Deferred outflow (inflow) - Differences between expected and actual experience	(196,296)	
Deferred outflow (inflow) - Differences in assumptions	<u>(83,428)</u>	(273,814)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. This is Increase/Decrease in Compensated Absences and OPEB Liability (Note IV - E), and Net Pension Liability (Note V)		<u>(3,708,787)</u>
Net position of governmental activities		<u>\$ 31,084,823</u>

The notes to the financial statements are an integral part of this statement.

JEFFERSON COUNTY, WEST VIRGINIA
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES -
GOVERNMENTAL FUNDS (Unaudited)
For the Fiscal Year Ended June 30, 2019

	General	Coal Severance Tax	County Capital Outlay	Impact Fees	Other Nonmajor Governmental Funds	Total Governmental Funds
REVENUES						
Taxes:						
Ad valorem property taxes	\$ 14,135,403	\$ --	\$ --	\$ --	\$ --	\$ 14,135,403
Alcoholic beverages tax	43,303	--	--	--	--	43,303
Hotel occupancy tax	771,492	--	--	--	--	771,492
Gas and oil severance tax	85,562	--	--	--	--	85,562
Other taxes	774,720	--	--	--	--	774,720
Coal severance tax	--	118,407	--	--	--	118,407
Licenses and permits	328,777	--	--	1,432,425	57,562	1,818,764
Intergovernmental:						
Federal	485,770	--	--	--	--	485,770
State	20,323	--	100,000	--	337,333	457,656
Charges for services	3,540,600	--	--	--	1,089,623	4,630,223
Fines and forfeits	97,087	--	--	--	479,442	576,529
Interest and investment earnings	36,882	922	28,316	15,549	2,786	84,455
Reimbursements	241,284	--	--	--	633,860	875,144
Payments in lieu of taxes	19,296	--	--	--	--	19,296
Contributions and donations	220	--	--	--	--	220
Miscellaneous	3,714,056	--	--	--	1,581,175	5,295,231
Total revenues	24,294,775	119,329	128,316	1,447,974	4,181,781	30,172,175
EXPENDITURES						
Current:						
General government	11,256,042	25,652	669,856	--	1,709,288	13,660,838
Public safety	10,895,233	--	248,923	--	1,034,283	12,178,439
Health and sanitation	79,980	12,050	--	--	--	92,030
Culture and recreation	1,497,724	4,500	100,000	130,000	150,374	1,882,598
Social services	20,000	30,000	--	--	--	50,000
Capital outlay	40,628	--	--	--	127,536	168,164
Total expenditures	23,789,607	72,202	1,018,779	130,000	3,021,481	28,032,069
Excess (deficiency) of revenues over expenditures	505,168	47,127	(890,463)	1,317,974	1,160,300	2,140,106
OTHER FINANCING SOURCES (USES)						
Transfers in	1,033,645	--	810,768	--	--	1,844,413
Transfers (out)	(600,755)	(77,528)	--	--	(1,166,130)	(1,844,413)
Proceeds from the sale of assets	10,922	--	--	--	--	10,922
Total other financing sources (uses)	443,812	(77,528)	810,768	--	(1,166,130)	10,922
Net change in fund balances	948,980	(30,401)	(79,695)	1,317,974	(5,830)	2,151,028
Fund balances - beginning (restated)	5,186,147	159,321	3,974,431	2,463,890	1,993,809	13,777,598
Fund balances - ending	\$ 6,135,127	\$ 128,920	\$ 3,894,736	\$ 3,781,864	\$ 1,987,979	\$ 15,928,626

The notes to the financial statements are an integral part of this statement.

JEFFERSON COUNTY, WEST VIRGINIA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO
THE STATEMENT OF ACTIVITIES (Unaudited)
For the Fiscal Year Ended June 30, 2019

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$	2,151,028
<p>Capital outlays are reported as an expenditure in the governmental funds but are considered an asset at the government-wide level. This is the amount of capital assets that were purchased during the fiscal year. (Note III-D)</p>		
		795,117
<p>The net effect of various miscellaneous transactions involving capital assets (i.e. sales and donations) is to decrease net assets. (Note III-D)</p>		
		(10,922)
<p>Capital outlays are reported as an expenditure in the governmental funds. In the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount of depreciation expense charged during the year. (Note III-D)</p>		
		(1,197,263)
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. This is the difference between prior and current year deferred revenues. (Notes III-B)</p>		
Prior year deferred revenues:	\$ 520,827	
Current year deferred revenues:	<u>563,542</u>	42,715
<p>The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items. (Note)</p>		
		360,215
<p>Governmental Funds report pension contributions as expenditures. However, in the statement of activities, the cost of pension benefits earned net of employee contributions is reported as pension expense and are recognized on the accrual basis of accounting in accordance with GASB 68.</p>		
Amount of pension expenditures at fund modified accrual level	\$ 1,008,892	
Amount of pension expenses recognized at government-wide level	<u>(162,879)</u>	846,013
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. Decrease in Compensated Absences and OPEB.</p>		
		<u>(41,238)</u>
Change in net position of governmental activities	\$	<u><u>2,945,665</u></u>

The notes to the financial statements are an integral part of this statement.

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
HRA Reimbursements to Employees	148,335.91
340 Car Wash	12.00
4 Imprint	2,661.49
5 Tara	12.94
84 Lumber	1,524.54
Acorn Sales Co	34.65
Adobe	12,376.43
Advance Auto Parts	384.72
Advantage Tech	58,537.40
AHA-Arts & Humanities Alliance	15,368.50
AKC Reunite	330.00
Alice N Painter	94.00
Allison Vega Leon	50.00
Allyson Flint	50.00
Amanda Masters	116.00
Amazon	30,561.51
American Air	433.60
American Family Life Insurance Company ICU	45,627.54
American Payroll Association	254.00
American Soc Civil Engine	255.00
Ameriflex	1,429.00
Amy Ringer Flint	8.18
Amy Silver	24.53
Angela L Banks	547.80
APA-American Planning Association	5,520.00
Apco International Inc	439.00
Apollo Oil LLC	1,073.40
April Blaker	30.52
Aptean Software LLC	12,211.12
Arabia Anderson	20.44
Arbys	56.32
Ariat International	99.95
Asbury United Methodist	200.00
ASFPM	480.00
Ashpaugh & Sculco Cpa's Plc	1,200.00
Assessor of Jefferson Co	139.12
AT&T	2,001.03
Attenti US Inc	17,296.00
Autozone	296.68
Avalanche Services	651.20
AWVA-Association of WV Assessors	3,075.00
Axon	3,802.15
Bakerton Volunteer Fire Department	95,000.00
Bank of Charles Town	48.40
Battery Junction	100.80
Battery Mart	452.15
Baudville Inc	125.85
Benjamin S Williams	81.33
Berkeley Glass Inc	5,561.00
Berkeley Printing & Design	5,860.70
Best Best & Krieger LLP	16,504.17
Best Buy	1,499.99
Bethel Methodist Church	100.00
Bfs Food	11.00
Bhm Cpa Group Inc	112,000.00

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Biddle Consulting Group	599.00
Biedlers Elec Motor Rep	426.01
BJ's Custom Creations	119.97
Blue 360 Media	134.00
Blue Ridge Mountain Volunteer Fire Company	95,100.00
Blue Ridge Veterinary	966.50
Bob Barker Co Inc	402.19
Boland Trane Services Inc	37,126.34
Bolivar / Harpers Ferry Public Library	82,500.00
Bonded Applicators of Md Inc	4,445.00
Boyd Veterinary Services	100.00
Brews Custom Awards LLC	244.00
Brooke Hess	91.50
Bruce Terris Sr	15.26
Buckeystown Veterinary Hospital	122.04
Buffalo Wild Wing	98.61
Bureau of Child Support	4,404.14
Burger King	45.13
BWI Parking	50.00
Camp Dawson Mwr	521.00
Camp Hill Wesley United	150.00
Canaan Valley Resort Lodge	1,625.07
Canine Training Systems	1,156.60
Capital Electric	12,875.39
Carolyn Payamps	50.00
Casto & Harris Inc	9,981.16
Cat Tail Run Hand Bookbinding	5,800.00
Caylin Robert Valentine	322.00
CDA Inc	1,812.00
Central Atlantic Legal Group, PLLC, T/A	766.50
Central Elevator Inspection Services LLC	1,600.00
Cervis Technologies Inc	1,500.00
Chambers Auto Repair	175.24
Charles Hess	61.08
Charles Riley	50.00
Charles Town Auto Wash	68.64
Charles Town Baptist	100.00
Charles Town General Hospital	191.20
Charles Town Utilities	16,054.27
Charles Vangilder	58.40
Charles Wise	125.17
Charlotte Ainsworth	573.00
Cheryl Huff	13.63
Chick-Fil-A	9.57
Chief Supply	363.12
China Gourmet	14.00
Christie Seidel	82.50
Christopher C Smith	810.00
Christopher Gay	78.49
Christy Enterprise	198.48
Citizens Voluntr Fire Co	95,150.00
City Hospital Inc	394.27
City of Charles Town	2,382.32
Clerk of Jefferson County Commission	163.71
Cleverbridge Inc	160.50

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Colonial Life	2,134.88
Comcast	14,969.43
Comfort Inn	410.32
Commonwealth Law Book Co	525.00
Compiled Technologies LLC	20,686.83
Comptroller of Maryland	15,966.13
Conduent Business Service	13,805.42
Consolidated Public	11,568.97
Control Systems	3,613.74
Corporation of Shepherdstown	3,447.04
Country Inn By Carlson	281.96
County Clerk New York County	18.00
Covenant Baptist Church	100.00
Covenant Building Maint	1,690.00
Cox Hollida Young PLLC	879.00
CPI Computer Project F/ILL	1,716.00
Cracker Barrel	24.15
Crash Data Group	1,050.00
Creamers Wrecker Service	815.00
Creative Forms & Concepts	679.90
Crucial	696.90
CSSI-Complete System Support	220.00
CTWV-APA Charles Town APA	80.00
D L Morgan Jr Inc	274.00
Daryll Wimer	105.54
Davis & Stanton	117.00
Dean Thomas	25.54
Deirdre Catterton	27.25
Dell Marketing Lp	15,213.16
Delta Dental of WV	76,819.65
Dennys	15.88
Dianne Batt	208.50
Digital Ally Inc	27,140.00
Division of Justice & Community	750.00
Dodson's Septic Tank Cleaning	1,425.00
Doing Better Business	2,176.09
Dominos Pizza	64.17
Dorothy Dyke	6.54
Double Radius Inc	615.07
Douglas Pittinger	28.54
Dr Robert E Jones III	12,000.00
Ds Services Standard	10,483.34
Duncan-Parnell Inc	885.00
East Garden	14.03
Eastern Panhandle Investigations	1,585.00
Eastern Panhandle Regional	28,276.76
Eastridge Health Systems	5,200.00
Ebay	97.11
Ecowater	125.00
EFTPS Irs Taxes	5,741,718.39
Election Source	4,761.58
Elite K-9 Inc	174.10
Elizabeth Coyle	21.26
Elizabeth June Bowers	109.50
Elizabeth Rini	50.00

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Elyssa Luke	456.71
Embassy Suites	2,714.30
Emily Morrow	2,107.85
Empower Retirement	88,485.00
Envelope Superstore	921.72
EPTA-Eastern Panhandle Transit Authority	42,500.00
ESI Electronic Systems Inc	1,710.94
ESRI	11,050.00
ESS Election Systems & Software	106,202.96
Everbridge	3,713.15
Executive Emergency Lighting LLC	29,830.47
Exxon	33.85
E-Z Pass	3.04
Fedex	3,098.94
Fellowship Bible Church	200.00
Fidelity Power Systems	11,110.40
Fire Safety Equip	3,592.00
First Baptist Church	100.00
Fisher Auto Parts	10,469.43
Flame Kabob	12.39
Flatwoods Hotel & Confere	722.00
Fleetpride	272.64
Forrest Richard Feagans	78.74
Franklin & Prokopik PC	76,479.00
Friendship Fire Company	95,000.00
Frontier WV Inc	180,626.08
Futurity IT, Inc	1,000.00
G & Triple T LLC	5,331.50
Gail Magaha	94.00
Galls	13,247.88
Gary Henry	6.54
Gaylord Opryland Resort	2,435.35
Gear Clean	17.85
General County Fund-J Fee	406,541.52
Global Industries	530.88
Global Science & Technology Inc	39,339.25
Globalstar Usa	2,062.51
Go Mart	11.64
Gof Government Finance Officers Assoc	595.00
Goodman Air Cndtn/Htng	3,191.72
Gowers Feed Inc	1,316.21
Grainger	4,274.38
Greenside Psychological Assoc Inc-Atlc Occupsysc	295.00
Greg Jones	811.33
Gruber Latimer Restoration LLC	6,791.00
Gs Images	7,960.00
Guttman Oil Co	193,920.60
Guy's Buick - GMC Truck Inc	91.00
Hagerstown Ford / King	1,945.34
Hampton Inns	958.00
Harbor Freight Tool	392.24
Hardees	6.33
Hardy County Sheriffs Office	98.82
HC Hand Cuff Warehouse	79.98
Heather Ketchens	85.00

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Helen M Morris Trustee	14,140.36
Highmark WV	2,394,201.39
Hillside Veterinary Hospital	4,858.73
Hireright	151.91
Holiday Inn	455.44
HR Direct	53.34
Huntzman Enterprises	825.00
Independent Fire Company	95,000.00
Informer Systems LLC	4,017.60
Insight A/V Services	1,569.62
Intab	330.57
International Code Council Inc	3,396.10
Interstate All Battery	2,397.18
Interstate Batteries	1,083.00
IPC Technologies Inc	14,184.21
Iron Horse Tavern	27.13
Iron Mountain	170.00
JC Ehrlich	12,520.00
JD Power & Assoc	1,960.00
JH Consulting LLC	17,000.00
Jackie Smith, Court Reporter	77.00
Jacqueline Shadle	557.20
Jada Bennett	1,333.06
James Eddy	17.44
Jason Mickey	160.00
Jean L Roberts	8.72
Jeanna Holler	72.23
Jefferson Academy	200.00
Jefferson Center	1,615.00
Jefferson County Chamber of Commerce	1,970.00
Jefferson County Council On Aging	525.00
Jefferson County Convention And Visitors Bureau	444,212.59
Jefferson County Development Authority	111,000.00
Jefferson County Emergency Services Agency	2,841,953.96
Jefferson County Fair Association	400.00
Jefferson County Farmland Protection Board	362,466.07
Jefferson County Historic Landmarks Commission	22,756.92
Jefferson County Parks & Recreation Commission	793,039.17
Jefferson County Public Service District	3,892.83
Jefferson County Schools	1,350.00
Jefferson Day Report Center	275,647.85
Jefferson Medical Center	140.00
Jefferson Rentals	242.40
Jefferson Security Bank	127,235.00
Jefferson Utilities, Inc	12,558.33
Jeffrey Polczynski	312.69
Jennifer Cogle	11.45
Jennifer Farmer	12.54
Jennifer Howard	300.00
Jennifer M Brockman	180.01
Jessica Ashley	85.00
Jessica Gormont	368.24
Jim Robinson Ford Lincoln Inc	25,998.00
Joannette Jenkins	50.00
John Shoedel	24.53

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Joomla LMS	799.00
Joseph Gallop	17.82
Joyce A Johns	4,200.00
Juanita Zaleski	137.80
Judicial Dialog Systems	39,188.31
Karen Nick	26.88
Katherine Moore	1,046.54
Kathryn E Demory	3.17
Kevin J Boyce	318.02
Knight Auto Glass	300.00
Kone Inc	9,048.75
Kustom Signals Inc	2,866.00
Labor Law Posters	79.50
Lakeview Golf Resort	712.00
Language Line Services	1,688.60
Larry Thompson	66.34
Laura D Barnhart	104.25
Laura Storm	218.98
Law Enforcement Systems	545.00
Lebanon Co Detective Bureau	450.00
Leetown Methodist Church	100.00
Locke Wysong	21.80
Longhorn Steak	23.31
Lori Brown	210.00
Lowes	171.88
Lyle Signs Inc	4,341.66
Lynn Costello	141.02
Makenzie Woodward	82.50
Mamas Pizza	11.29
Marathon Petro	36.77
Mardi Gras Casino &Resort	115.00
Margaret Gainey	109.50
Margaret RSmith-Walker	9,000.00
Maria Flores	9.93
Marshall Hall F Fame Cafe	30.43
Marty Freeman	5.45
Mary K Hurley	2,087.55
Mary R Ring	27.25
Mary Sell	71.70
Matthew Bender	795.86
Matthew Harvey	852.43
Matthew Liston	40.98
Mazzitti & Sullivan Eap	3,744.00
Mccall Handling Co	2,139.39
Mcdonalds	61.65
Mckinneys Auto Repair	116.00
Md Efile	408.83
Mead Direct Response Inc	133.50
Medical Priority Consulta	848.00
Megan Farias	159.78
Memory 4 Less	4,674.18
Mes Lawmen Supply Company	419.38
Michael Monaghan	515.00
Michaels Stores	44.00
Micromain Corporation	995.00

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Middleway Fire Company	95,000.00
Midway Usa	75.22
Millenium Insurance Group	9,900.00
Miller's Chrysler Jeep	32.63
Millers Office Products	15,851.10
Millers Supplies At Work	12,847.13
Mobile Wireless LLC	9,911.00
Monica Bennett	246.00
Monroe Systems For Business	1,960.14
Monte Conner	62.47
Moorefield Police Dept	965.04
Morgan Creamer	292.12
Morgantown Printing	177.02
Motorola Solutions Inc	112,194.19
MPH Industries, Inc	9,747.15
NADA-National Automobile Dealers Association	420.00
Name CheapCom	145.76
Napa Auto Parts	6,204.20
Nathan Cochran	841.74
National Academy of Emergency Dispatch	830.00
National Appraisal Guides	20.00
National Association of Counties	965.00
National Band & Tag Co	1,700.00
National Union Fire Ins	2,500.00
National Vision Admin	23,273.24
Nationwide Capital LLC	540,322.80
Nationwide Retirement Solutions	22,074.00
Neil Zahradnik	566.96
Nena	142.00
Neopost Usa Inc	2,627.71
NFPA-National Fire Protecton Association	225.40
Nora Drish	24.53
Norfolk Southern Corp	12.00
Oakland Methodist Church	100.00
Office Depot	12,961.42
Office Max	470.78
Old Charles Town Library	100,500.00
One Time Pay Vendor	4,864.66
Outback	52.23
OX Paperboard Co	70.00
Pamela Carroll	15.86
Panhandle Printing & Design	4,076.69
Patriot Fire And Security	6,802.39
Patterson Veterinary	2,334.00
Pcard One Time Pay Vendor	106,549.28
PCM - Tiger Direct	74,433.87
Pengad, Inc	49.40
Petco	78.43
Pete Dougherty, Sheriff	1,500.00
PFC Products	397.60
Pilot	72.62
Pitt Ohio	100.00
Police One/Safariland Trn	1,390.00
Potomac Edison	376,440.13
Precision Services Inc	10,842.21

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Premier Construction Group LLC	3,920.00
Premier Integrity Solutions Inc	2,336.00
Print-O-Stat Inc	4,447.62
Priority Dispatch	10,254.20
Profound Logic Software	756.43
Progressive Printing And Graphics	38.00
PSTC 911 Cares	57.91
Public Agency Training	525.00
Qualification Targets Inc	440.57
Quality Uptime Services	14,490.41
RE Michel Co LLC	6,929.64
Rachael Burke	7.76
Rachel Silvious	270.25
Ranson Police Dept	11,143.48
Raymond E Boyce	35.97
RC Air And Mold Solutions	3,160.00
RCS Security	22,882.00
Rebecca F Burns	16.02
Rebecca Hall	1,168.68
Record Management Solutn	325.00
Reeses Nursery & Landscape	805.00
RELX Inc	16,500.00
Retiree Health Benefit Trust	94,080.00
Reva Mickey	100.00
Rhonda Willingham	173.50
Rice Tires Co	14,997.43
Richard Hahn	91.50
River City Farm & Pet Sup	141.21
RJL Tech Integration	79.52
RNBS Inc-Rugged Notebooks	101,785.00
Roach Energy	5,011.60
Robert Graf Sr	26.16
Robert L Peterson Sr	92.24
Robert S Sell	1,278.39
Robert Trainor	2.73
ROCIC	600.00
Rodgers Clock Service	275.00
Roger Goodwin	10.99
Ronald Dantzie	116.98
Ronald Garza	300.00
Ruby Tuesday	48.17
Rybb Fire Alarm Parts,Inc	70.00
Safelite Auto Glass	298.89
Savannah Crosson	50.00
SDS Specialty Disposal	196.50
Secretary of State's Office	344.31
Server Supply	1,675.80
Sharon Hall	16.90
Sheetz	256.48
Shepherdstown Chronicle	162.66
Shepherdstown Fire Company	95,000.00
Shepherdstown Public Library	82,500.00
Sheriff of Jefferson Co	183.63
Sheriff of Jefferson Co Capital Outlay Fund	210,013.00
Sherwin-Williams	392.00

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Shoplet	3,196.69
Simply Nas	2,858.50
Sirchie Finger Print Lab	1,545.80
Sleep Inn	534.00
Smart Horizons	145.00
Smart Sign	58.67
Smk Survey Monkey	408.00
Snap On Tools	549.01
Snyder Environmental	5,940.00
Software Computer Group	720.00
Software Systems Inc	47,854.62
Solarwinds	3,539.00
Solo NY Pizza	13.50
South Jefferson Public Library	82,500.00
Southwest Airlines	1,211.36
Specialty Business Supplies	2,979.38
Specialty Printing/Business	215.24
Spillman Technologies Inc	2,136.00
Spilman Thomas & Battle	5,000.00
Spirit of Jefferson	29,813.87
Springhill Suites -Henrico Va	444.14
Springhill Suites-Bridgeport WV	564.00
Sprint	236,946.09
SSC-Southern States	1,714.56
Staples	1,183.95
Star Med	25.00
Stephanie Grove	860.25
Stephens Auto Center	30,989.00
Steven Crowe	21.80
Steven Holz	11.55
Subway	40.60
Summit Point Baptist Church	100.00
Summit Point Raceway	30.00
Sunoco	143.68
Super Shoes Store	69.99
Superior Auto Body	27,901.10
Swab Wagon Co	14,630.00
Tammy Shaffer	10.00
Tara MMorgan	11.99
Teltronic	1,370.07
Teresa Forsyth	8.39
Teresa Hendricks	284.38
Terry Palmer	11.13
Textedly Com	270.00
Thai Flavor Restaurant	12.40
The Blenner Hassett Hotel	615.90
The Business Center	21.40
The Gun Shop	6,106.64
The Hartford	75,823.69
The Home Depot	10,874.68
The Journal	1,896.05
The Observer	95.00
The Resort Glade Springs	29.20
Thompson Gas	151.10
Thos Somerville	18,513.80

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
Timothy Collins	21.80
Timothy Dye Jr	17.55
Tina Dawn Stratton	22.74
Tint Wizard	325.00
Todd Baldau	6.54
Tom Newcomer	100.00
Toni L Milbourne	1,500.00
Tony Harris	216.00
Total Id Solutions Inc	1,215.00
Town of Bolivar	3,067.41
Town of Moorefield	486.78
TPS - Town Police Supply	4,495.50
Tractor Supply Co	2,693.74
Tracy P Herron-Rice	2,377.60
Trapuzzanos Uniforms	26,893.27
Trenary Hvac Group	9,470.55
Trenary Service Co	1,608.00
Trinity Episcopal Church	100.00
Tyler Payton	10.55
Tyler Technologies	91,619.86
U S Paving LLC	1,500.00
United Airlines	(646.60)
US Postal Service	143,779.53
US Solar Institute	99.00
Va Dept of Agriculture & Consumer Services	521.20
Va Dept of Taxation	3,895.83
Valentine Electric Inc	12,193.00
Valley Pet Memorial Serv	1,442.00
Vicki D'Angelo	245.94
Vincent Tiong	41.28
Vision Technology Soltns	9,591.75
Visions Restaurant	30.00
Vista Print	95.78
Vital Signs	1,195.00
Vivian Henry	16.35
WB Mason Co Inc	2,019.72
Wal-Mart Supercenter	1,650.73
Walz Group LLC	465.36
Waste Management of West Virginia Inc	8,920.52
Weiss Bros of Hagerstown	22,046.76
Wendi L Watson	450.95
Wendy's	32.60
West Virginia State Bar	250.00
Wholesale Tires, Inc	200.58
William Clarke	140.00
William E Senseney	340.62
William F Rohrbaugh	44,654.13
William Lukenbill	18.15
William Potter	58.09
William Walters	89.36
Williams Auto Parts	172.59
Winchester Equipment	40.35
Workable Software Ltd	290.66
World Class Ink Supply	250.00
WV Association of Circuit Clerk	775.00

Jefferson County Commission
Fiscal Year 2019

<u>Accounts Payable Vendor Name</u>	<u>Amount</u>
WV Association of Counties	10,775.00
WV Association of County Clerks	650.00
WV Board of Veterinary Medicine	2,400.00
WV Bureau of Employment Unemployment Comp Div	40,514.80
WV Chapter of The Fbi Naa	80.00
WV Correctional Industrs	831.06
WV Deputy Sheriff Retirement System	595,240.91
WV Division of Labor	810.00
WV Emer Managment Council	125.00
WV Enhanced 911 Council	315.68
WV Floodplain Manager	185.00
WV Parkways Au	200.00
WV Pros Attorneys Inst	215.00
WV Public Employee Retirement System	5,150,428.53
WV Regional Jail & Correction Facility Auth	1,593,359.75
WV Sheriffs Association	2,200.00
WV St Treasurer's Office	4,800.00
WV State Auditor	22,585.00
WV State Bar	21,500.00
WV State Fire Commission	300.00
WV State Police	6,791.50
WV State Tax Dept	656,778.66
WV Tax Deputies Assoc	30.00
WV Treasury	24,320.00
WV United Health System	1,421.37
WVAGP-WV Assoc Geospatial	240.00
WVCNCS	200.00
WVCOA WV Code Officials	310.00
WVCorp WV Counties Self Insurance Risk Pool	459,722.00
WViPayCom-Sirn Conf	300.00
WVnet	50.00
WVSP Traffic Records	405.00
WVU West Virginia University	14,800.00
wwwLogmeinCom	1,074.47
wwwNeweggCom	4,194.76
Xerox Corporation	307,851.09
Xybix Systems Inc	453.17
Zebra Tech Intl	233.20
ZMM Architects & Engineer	2,032.50
Total Accounts Payable	<u>28,313,661.39</u>
<u>Payroll</u>	<u>Amount</u>
County Fund	6,960,787.76
Dog Fund	2,287.93
Total Payroll	<u>6,963,075.69</u>
Total Accounts Payable & Payroll	<u><u>35,276,737.08</u></u>



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** 10/17/19
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.jeffersoncounty.wv.org

Email: planningdepartment@jeffersoncounty.wv.org
zoning@jeffersoncounty.wv.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."

ZTA19-01 - Special Event Facilities

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>

	<ul style="list-style-type: none"> 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.
	<ul style="list-style-type: none"> c. Ensure that training and educational opportunities are available that would enable the success of such businesses.
	<ul style="list-style-type: none"> d. Establish and support an endowment for arts funding for rural crafted arts.
10.	<p>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:</p>
	<ul style="list-style-type: none"> a. link governmental, non-governmental, and regional organizations;
	<ul style="list-style-type: none"> b. link state and federal farm assistance programs to local farmers;
	<ul style="list-style-type: none"> c. receive and make grants;
	<ul style="list-style-type: none"> d. act as an advocacy group for rural issues; and
	<ul style="list-style-type: none"> e. promote activities that nurture the rural economy.
11.	<p>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:</p>
	<ul style="list-style-type: none"> 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;
	<ul style="list-style-type: none"> b. A neighborhood based CSA or Development Supported Agriculture;
	<ul style="list-style-type: none"> c. A permanent, year-round farmers' market site;
	<ul style="list-style-type: none"> d. Sites for Industrial Agriculture such as Vertical Farming, Hydroponic Greenhouses, and Aquaponic Farming;
	<ul style="list-style-type: none"> e. Agriculture based training, research, and continuing education facilities created in conjunction with institutes of higher learning and research;
	<ul style="list-style-type: none"> f. Commercial aquaculture activities;
	<ul style="list-style-type: none"> g. A livestock auction facility;
	<ul style="list-style-type: none"> 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
	<ul style="list-style-type: none"> i. Alternative Energy Production facilities, ranging from ethanol refining to algae production for biofuels.
12.	<p>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.</p>
13	<p>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>

	<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, Quinta](#)
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 i.e. 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 followed.
- 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 Facility

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.

<u>Rural Reception Event Facility, Small</u>	<u>A Rural Reception Event activity in the Rural District for the hosting of events such as weddings with attendance not to exceed 75 guests at a frequency of no more than one event per month.</u>
<u>Special Event</u>	<u>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.</u>
<u>Special Event Facility</u>	<u>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.</u>
<u>Special Event Facility, Agricultural</u>	<u>A Special Event Facility located on a parcel which the Assessor's Office has classified as "farm use".</u>

Section 4.5 Agricultural Uses Permitted Generally

~~Except for compliance with distance requirements for a building set forth in Section 4.6.10~~ 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 6.14. It may be continued according to the requirements of Section 6.14 and is subject to the notification requirements of Section 6.14.

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 200 persons, applicants shall provide a traffic control plan.

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.

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-4 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.

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	
Special Event Facility	P	P	P	P	NP	P	P	CU	CU	P	P	CU	Sec. 8.14
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 ²	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													
Special Event Facility, Agricultural	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 8.14
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)
- ** 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: Todd Cotgreave

Department or Organization: **Town Run Tap House and Brewery**

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1st Choice: **10/17/19**

*If a specific date is needed, please provide reason for specific date: **Paperwork to the WVABCA needs to be submitted before the meeting on the 31st***

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of Floor Plan Extension for Town Run Tap House**

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

We would like to submit a floor plan extension request to the WVABCA and they need the approval from the County Commission before they can grant our request. We are asking that we have permission to temporarily fence in our adjoining backyard for an event. This would allow beer to be consumed in that backyard area. We did this once last year with the commission's approval and there were no incidents or complaints.

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*): We ask that the County Commission approves our request for the floor plan extension.

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: 304-841-1194

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Stephen S. Allen, Director

Department or Organization: **Jefferson County Office of Homeland Security and Emergency Management**

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

Date Requested – 1st Choice: **October 17, 2019**

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

Date Requested – 2nd Choice:

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

1. **Approval and signature of Homeland Security Grant application for Bovine Emergency Response Program training course**
2. **Approval and signature of County Commission President on Memorandum of Understanding between the Jefferson County Board of Education and the Jefferson County Commission/Office of Homeland Security and Emergency Management for the use of Jefferson County schools (18 school facilities) for emergency shelters, command centers, or Points of Distribution for emergency supplies. (annual agreements)**

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

1. **This grant was prepared by the WV Division of Homeland Security and Emergency Management to address the need to provide agricultural and first responders with an introduction, some performance skills, and understanding relative to some of the unique situations for emergency responders that motor vehicle incidents with bovines can present. (See the project description and grant application attached for additional information). Nathan Cochran has reviewed the content and finds it to be acceptable.**
2. **This is an annual agreement between the Jefferson County Board of Education and the Jefferson County Commission / Office of Homeland Security and Emergency Management for the use of school facilities during emergency situations requiring the use of their facilities for shelters, command centers, or Points of Distribution locations for the dispensing of food and supplies during large-scale emergency incidents or disasters. (Please see the attached agreement from the Board of Education for more details of the actions of both parties in the agreement). Nathan Cochran has reviewed the content and finds them to be acceptable.**

Is this a funding request? **Item 1, Yes. Item 2, No.**

If so, how much? **Up to \$10, 430. This is a Homeland Security Grant which is reimbursed to the county.**

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

1. **I move to approve and sign the Homeland Security Grant application for the Bovine Emergency Response Program training course.**
2. **I move to approve and sign the Memorandum of Understanding between the Jefferson County Board of Education and the Jefferson County Commission / Jefferson County Office of Homeland Security and Emergency Management for the use of the Board of Education facilities for the uses specified within this Memorandum of Understanding.**

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

If not attached, explain:

Attachment:

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

Contact information:

Email address: sallen@jeffersoncountywv.org. Phone Number: 304-728-3290

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

**Memorandum of Understanding
Between
Jefferson County Board of Education
&**

Jefferson County Office of Homeland Security and Emergency Management

General Purpose: To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Blue Ridge Primary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
 - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
 - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.


Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

- Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

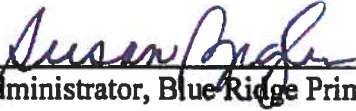
Agreed to and accepted by:



Superintendent, Jefferson County Schools

9/11

Date



Administrator, Blue Ridge Primary School

8/19/19

Date

President, Jefferson County Commission

Date

2019 Homeland Security Grant Program

Compliance Requirements

The **FEMA Preparedness Grants Manual** (April 2019 version) and the **2019 Notice of Funding Opportunity (NOFO) for the Fiscal Year 2019 Homeland Security Grant Program** (HSGP) outline specific requirements for sub-recipient. The sub-recipient MUST comply with and the recipient (DHSEM) must track the following requirements:

1. ALL sub-recipients MUST complete the *National Cybersecurity Review* by December 31, 2019;

The Grant Programs Directorate Information Bulletin No. 439 (released April 12, 2019) provides supplemental guidance on required cybersecurity activities. HSGP sub-recipients must complete the NCSR by the end of Calendar Year 2019. The 2019 *National Cybersecurity Review* (NCSR) will be open from October through December 2019. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. DHSEM will send out directions and the link to the survey to the Project Director when it is available.

2. Only equipment listed as approved for HSGP funding on the FEMA Authorized Equipment List (AEL) can be purchased (<https://www.fema.gov/authorized-equipment-list>);
3. Environmental Planning and Historic Preservation (EHP) Compliance;

DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by DHS/FEMA including grant-funded projects, comply with Federal EHP regulations, laws, and Executive Orders, as applicable. Sub-recipients proposing projects that have the potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the EHP review process. The EHP review process involves the submission of a detailed project description along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. Contact Matthew.J.Blackwood@wv.gov for details.

4. All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326; and
5. Sub-recipients must retain award documents for at least three years from the date of closeout.

I have read and agree to comply with the above listed requirements.

Sub-recipient: _____

Authorized Official: (printed name) _____

Authorized Official: (signature) _____

Date: _____

Title: _____

State of West Virginia

Division of Homeland Security and Emergency Management

Homeland Security Grant Program

CFDA Number:

97.067

OASIS - GRTAWD Document ID

Sub-Grant Award

Sub-Grantee Name and Address

FEIN

55-6000333

Jefferson Co Commission

P.O. Box 250

Charles Town, WV 25414-0241

DUNS

074-741-4548

OASIS ID#

000000211969

Sub-Grant #

19-SHS-

Federal Grant Number

EMW-2019-SS-00006-S01

Sub-Grant Period

From: 10/1/2019

To: 8/31/2022

Major Program: HSGPHS

Program: HSLMIR

Program Period: HS 2019

Total Grant Award Amount:

\$10,430

By signing and accepting this award the sub-grantee agrees to comply with all special conditions and assurances included in the application. I certify that this project will be implemented as described in the attached application.

Sub-Grantee Authorized Official: _____

(Agency Head - Mayor, Commission President, etc)

Title: _____

Date: _____

For DHSEM Use Only Below

Homeland Security Grant Program Certification

The attached application has been reviewed, and the proposed project and expenditures as described in the application fall within all state and federal guidelines which govern the Homeland Security Grant Program and sufficient funds exist to make this award.

I have reviewed this sub-grant award. All project activities fall within West Virginia's Homeland Security Strategy Goals and Objectives and the proposed expenditures are within the grant guidelines.

HSGP Grant Representative: _____

Date: _____

I hereby authorize the awarding of funds to support the project as described in the attached application.

WV DHSEM Director: _____

Date: _____

Applicant Information

Agency Name:	Jefferson County Homeland Security & Emergency Management
Primary Discipline:	Emergency Management Agency
Type of Agency:	County
Address:	28 Industrial Blvd., Suite 101
City, State, Zip:	Kearneysville, WV 25430
Phone:	(304) 728-3290
County:	JEFFERSON
WV DHSEM Region:	Region 3

Project Director:	Stephen S. Allen
Address:	28 Industrial Blvd., Suite 101
City, State, Zip:	Kearneysville, WV 25430
Phone:	(304) 728-3290
Email:	sallen@jeffersoncountywv.org

Vendor Agency (OASIS):	Jefferson Co Commission
Vendor Address (OASIS):	P.O. Box 250
City, State, Zip (OASIS): (include +4 Zip code)	Charles Town, WV 25414-0241
Fiscal Point of Contact:	Michelle Gordon
Fiscal Officer Phone:	(304) 724-8425 or (304) 725-7916
Fiscal Officer Email:	mgordon@jeffersoncountywv.org

OASIS Vendor ID #:	000000211969
Applicant DUNS: (9 digits for DUNS)	074-741-4548
Applicant FEIN:	55-6000333

Project Summary

Project Title: BERP Training

**Project Description:
(including gap)**

This will involve conducting a Bovine Emergency Response Program training course. This training is intended for first responders (including Fire Service, Law Enforcement and EMS), emergency management, public health, public safety communicators, animal control, governmental, administrative, and others who may provide support, assistance or aid to those dealing with bovine or large animal emergencies.

This training will provide agricultural and traditional responders with an introduction, some performance skills and understanding, relative to some of the unique situations for emergency responders that motor vehicle incidents with bovines can present. The knowledge and skills gained will assist in the effective preparation and response to this type of emergency and the unique situations that are presented. The BERP course will be a 1 day course providing an overview of response and issues present in incidents involving bovines and other large animals. The lectures will include background and response actions, biosecurity, proper animal care and handling, humane euthanasia, mortality handling and disposal. The hands-on training provides knowledge and skills in animal handling, euthanasia, triage, and containment.

How was this gap identified?

In the space below, please provide the year the THIRA was completed and submitted; the year and basic findings of a real-world event; and/or the Exercise name and the year the exercise was completed.

Jurisdictional THIRA? N/A

Real-World Event? N/A

Exercise AAR/IP? Evacuation Drill at the schools

2019 Priorities: School Safety and Security

Core Capability 1:	Intelligence and Information Sharing
Core Capability 2:	Situational Assessment
Core Capability 3:	On-Scene Security, Protection and Law Enforcement

WV Homeland Security Strategy Coordination:

Objective 2.6 -- Promote safety and security efforts at public and private schools and universities in West Virginia, in conjunction with local law enforcement agencies

- Milestones:**
- Milestone 1:** Promote course
 - Milestone 2:** Order supplies/equipment
 - Milestone 3:** Conduct course
 - Milestone 4:**
 - Milestone 5:**
 - Milestone 6:**
 - Milestone 7:**
 - Milestone 8:**

Sustainment

Does your organization have the capacity to implement this project and the ability to sustain the project objectives (including equipment maintenance and replacement) beyond the grant period?

No

Will a contractor be used on this project?

If Yes, please complete contractor tab.

No

Estimated Time to Complete Project?

0-3 Months

Planning

DHSEM Use Only Approval Status	Applicant Funds	Requested Grant Funds	DHSEM Use Only Approval Status
<u>Proposed Activity</u>	<u>Justification/Explanation</u>	<u>Applicant Funds</u>	<u>Requested Grant Funds</u>
		\$0	\$0
		\$0	\$0
		\$0	\$0
Totals		\$0	\$0

Additional Justification (optional):

Equipment

<u>Equipment Item*</u>	<u>AEL**</u>	<u>Requested Quantity</u>	<u>Justification/Explanation</u>	<u>Applicant Funds</u>	<u>Requested Grant Funds</u>	DHSEM Use Only
						<u>Approval Status</u>
Panel Trailer	16AC-02-AHEL	1	To haul supplies and equipment		\$2,500	Approved
Panels	16AC-02-AHEL	10	Panels to house large animals		\$800	Approved
Utility Gate (panel)	16AC-02-AHEL	2	Gates into the corral		\$270	Approved
Panel equipment	16AC-02-AHEL		Misc supplies to set up panels		\$110	Approved
Totals				\$0	\$3,680	\$3,680

Additional Justification (optional):

Training

<u>Training Requested*</u>	<u>Justification/Explanation</u>	<u>Applicant Funds</u>	<u>Requested Grant Funds</u>	DHSEM Use Only Approval Status
Bovine Emergency Response Program	WVU BVM CEU Application		\$50	Approved
Bovine Emergency Response Program	STUDENT MANUALS & SHIPPING		\$2,500	Approved
Bovine Emergency Response Program	T-SHIRTS		\$500	Approved
Bovine Emergency Response Program	Meals (lunch during training)		\$500	Approved
Bovine Emergency Response Program	Break		\$250	Approved
Bovine Emergency Response Program	Room Rental		\$250	Approved
Bovine Emergency Response Program	Travel for Instructors (meals, lodging, mileage)		\$1,900	Approved
Bovine Emergency Response Program	Stock Truck Rental		\$800	Approved
Totals		\$0	\$6,750	\$6,750

Additional Justification:

Contractor Description Form

Will a Contractor be Used?

No

What contractor will likely be used?

(If specific contractor has not been selected, please mark as unknown)

For what categories will contractor be used?

Planning

No

Equipment

Yes

Training

No

Exercise

No

What is the total estimated cost for contractor?

If using a contractor, please make special note of Special Condition #45.

Explain how the contractor will be used:

Explain why your agency is unable to complete project without a contractor:

Explain how your agency will monitor work of the contractor:

Please provide any additional justification for contractor:

Conditions and Assurances

This program is conditioned upon and subject to compliance with the following Conditions and Assurances. By attaching a signature to page one (1) of this grant application, the applicant certifies and assures that it will comply with the following Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of the Homeland Security State Administrative Agency (HS SAA), as further clarified in the Policies and Procedures Manual for this program; U.S. Department of Homeland Security guidance; and **all other** relevant Federal/State regulations, policies, and guidelines. These Conditions and Assurances apply to all **Homeland Security Grant Program** federal and agency funds expended for purposes associated with this project. All correspondence to the HS SAA, which is required and/or occurs as a result or action of any of the following Conditions and Assurances, or as a result of the administration of any HS SAA grant program, should be addressed to:

WV Division of Homeland Security and Emergency Management
Homeland Security State Administrative Agency
1703 Coonskin Drive, Charleston, WV 25311-1025

1 **Laws of West Virginia:**

This application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the HS SAA.

2 **Legal Authority:**

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3 **Relationship:**

The relationship of the sub-grantee to the HS SAA shall be that of an independent contractor, not that of a joint enterprise. The sub-grantee shall have no authority to bind the HS SAA for any obligation or expense without the express prior written approval from the HS SAA.

4 **Operational Within 90 Days:**

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a statement to HS SAA explaining the delay in implementation. Upon receipt of the 90-day letter, HS SAA may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

5 **Civil Rights Compliance:**

Sub-grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services.

6 **Written Approval of Changes:**

The sub-grantee must obtain prior written approval from HS SAA for all project changes (programmatic, fiscal or otherwise).

7 **Press Release:**

Release of information pertaining to this sub-grant must include the following information:

1. Grant amount;
2. State involvement (WV Division of Homeland Security and Emergency Management); and,
3. Federal involvement (U.S. Dept. of Homeland Security).

8 **Compliance with Federal Rules and Regulations:**

Sub-grantee will comply with Title 2, Part 200 of the Code of Federal Regulations (***Super Circular***). The Super Circular supersedes Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133.

9 Program Accountability – Federal Audit Requirement – Super Circular:

If an audit must be conducted pursuant to the Super Circular, a copy of the audit shall be submitted to HS SAA as well as to the Federal clearinghouse.

The Federal clearinghouse address is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

10 Program Accountability – State Audit Requirements:

Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by HS SAA are appropriated by the WV Legislature; therefore all funds disbursed are considered state funds. The HS SAA will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.

As of 9/13/05, the requirements set forth by §12-4-14 are as follows: Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub-grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with the HS SAA a Report of the disbursement of these state funds. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or sub-grant closes. The Report shall be made by an independent certified public accountant and the scope of the Report is limited to showing how the state grant or sub-grant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or sub-grant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code then the grantee or sub-grantee shall file with HS SAA a sworn statement of expenditures made under the grant or sub-grant.

The Sub-grantee assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with this section of the West Virginia Code, as amended.

11 Access to Records, Equipment, Training, & Exercises:

The HS SAA, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, equipment, training, and/or exercises related to the sub-grant and to relevant books and records of contractors.

12 Conflict of Interest:

No public official or employee of the sub-grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can be expected to result in any private/public benefit to that individual or that individual's immediate family.

13 National and State Evaluation Efforts:

The Sub-grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

14 Political Activity:

The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.

15 **Obligation of Project Funds:**

Funds may not, without prior written approval from the HS SAA, be obligated prior to the effective start date or subsequent to the termination date of the project period. All invoices must be dated within the approved sub-grant period.

16 **Elements of a Viable Continuity Capability:**

The Continuity Plan is the roadmap for the implementation and management of the Continuity Program. The National Continuity Policy: Federal Continuity Directive 1 and Federal Continuity Directive 2 outline the following ten (10) overarching continuity requirements: Essential Functions, Orders of Succession, Delegations of Authority, Continuity Facilities, Continuity Communications, Vital Records Management, Human Capital, Tests-Training-Exercises, Devolution of Control & Direction, and Reconstitution. If utilizing sub-grant funding for the development of a Continuity Plan, the Plan must address each of these ten (10) elements in order to be eligible to be reimbursed for approved/allowable costs.

17 **Use of Funds:**

Funds awarded through the HS SAA may be expended **ONLY** for the purposes and activities specifically covered by the sub-grantee's approved project description and budget. Any change in the project or the budget must receive PRIOR approval from DHSEM-SAA.

18 **Release of Information:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to the HS SAA. These records and other documents submitted to the HS SAA and its grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.

The HS SAA recognizes that some information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under federal control is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by the Federal Division of Homeland Security FOIA Office, and may likely fall within one or more of the available exemptions under the Act.

Sub-grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult the HS SAA regarding concerns or questions about the release of potentially sensitive information under state and local laws.

19 **Allowable and Unallowable Costs:**

Allowable costs incurred under this grant shall be determined in accordance with the Super Circular.

20 **Non-supplanting:**

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds.

21 **Matching Contribution:**

If matching funds are allocated, the applicant assures that those funds shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Cash matching contributions are subject to the same expenditure guidelines established by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.

22	Project Income:
	All income earned by the sub-grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement.
23	Consultant Fees:
	Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with the HS SAA.
24	Purchasing:
	When making purchases relevant to the sub-grant, the sub-grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.
25	Reports:
	Each sub-grantee shall submit reports as deemed reasonably necessary by the HS SAA for monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.
26	Environmental & Historical Preservation (EHP):
	Sub-grantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.
27	Suspension of Funding:
	HS SAA may suspend, in whole or in part, terminate, or impose other sanctions on any sub-grantee funds for the following reasons: <ul style="list-style-type: none"> • Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program; • Failure to submit reports; • Filing a false certification in this application or in another report or document; or, • Other just cause.
28	Sanctions for Noncompliance:
	In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the HS SAA may impose such contract sanctions, as it may deem appropriate, including but not limited to: <ul style="list-style-type: none"> • Withholding of payments to the sub-grantee until the sub-grantee complies; • Cancellation, termination or suspension of the contract, in whole or in part; or, • Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance has been received.
29	Immigration and Naturalization Verification:
	The sub-grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of Federal funds to verify that employees are eligible to work in the United States.
30	Use of Grant Funds to Enact Laws:
	Sub-grantee understands and agrees that shall not use any sub-grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

31 Property Accountability:

The sub-grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a sub-grant by the HS SAA. This obligation continues as long as the property is retained by the sub-grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from the HS SAA. Sub-grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program, with copies provided to the HS SAA. The HS SAA reserves the right to inspect and review any equipment purchased with this sub-grant

32 Communications Equipment:

With respect to communications initiatives and equipment, the sub-grantee agrees to the following:
Communications equipment shall be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Statewide Interoperable Radio Network. Per WV Code §15-14-4, all communications equipment requests must be reviewed and approved by the Statewide Interoperability Coordinator. www.sirn.wv.gov

33 Equipment:

Sub-grantees purchasing equipment with grant funds shall adhere to the established bidding procedures for their respective units of government and/or agencies. All equipment shall have a primary function of being used for homeland security purposes, and be available statewide (if practical) for use during emergencies and training/exercise events.

34 Marking of Equipment and Publications:

Sub-grantee shall ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and the WV DHSEM."

35 Patents and/or Copyrights and Rights in Data:

Sub-grantee acknowledges that the HS SAA, and subsequently the U.S. Department of Homeland Security; reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Sub-grantee shall consult with the HS SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

36 Time Extensions:

Time extensions are allowable; however, the HS SAA will review and approve extension requests on a case by case basis only if the extension is warranted. Lack of planning by the sub-grantee is not a justified reason for an extension.

37 Equal Employment Opportunity Plan:

Each sub-grantee certifies that it has executed and has on file, an Equal Employment Opportunity Plan.

38 Veterans Preference:

This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. HS SAA defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

39 Submission/Release of Proposed Publications:

The sub-grantee shall submit one copy of all reports and proposed publications resulting from this agreement to the HS SAA twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document [product] was prepared under a grant from the United States Department of Homeland Security and the WV Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security, nor the State of West Virginia."

40 Purchase of American-made Equipment/Products:

It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act, as well as the desire of HS SAA that to the greatest extent practicable, all equipment and products purchased with Federal funds made available under this grant should be American-made.

41 Personnel Training:

The HS SAA reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant-funded equipment shall be provided, upon request within 10 business days.

42 Accounting Requirements:

Sub-grantee shall record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording shall separate all project costs from the sub-grantee's other or general expenditures. Adequate documentation for all project costs and income shall be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent Administrative Manual, shall be retained and be available for audit purposes.

43 Financial Guide:

Sub-grantee shall comply with all requirements as set forth in the Financial Guide which governs this program.

44 Davis-Bacon and Related Acts:

Subgrantee agrees to comply with the Davis-Bacon and Related Acts, which applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions applies to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts. For more information, check the following US Department of Labor website link.
<https://www.dol.gov/whd/govcontracts/dbra.htm>

45 Contractor Planning Requirements:

All subgrants utilizing a contractor will submit copies of agendas, notes/minutes, and sign-in sheets for meetings between subgrantee and contractor(s). Subgrantees MUST include a list of planned and completed meeting dates. These documents MUST be submitted with monthly progress reports. Copies of all final work products (i.e. plans, SOPs/SOGs, exercise documentation) must be submitted prior to the final request for reimbursement.

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached

(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check If there are workplaces on file that are not identified here.

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Signature of Authorized Official: _____

Date:

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: [Click here to enter text.](#)

Date Requested – 1st Choice: **October 17, 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*): **Notice of Intent to Appoint Jefferson County Broadband Planning Team – Two (2) Citizens - Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information:
[Click here to enter text.](#)

Is this a funding request? Yes
If so, how much? \$

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

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

NOTICE OF INTENT TO APPOINT

The Jefferson County Commission is still looking for citizens to be appointed to the Jefferson County Broadband Committee. The County Commission proposes to name two (2) citizens on Thursday, October 17, 2019 or as soon thereafter as the Commission may decide.

The Jefferson County Commission received a Community Development Block Grant (CDBG) for a Broadband Plan to devise strategies to bring affordable service to the county's unserved and underserved areas. The Committee will meet and discuss goals and vision for the Jefferson County Broadband Plan by developing a scope of work and preparing an RFP for a consultant to be selected by the committee and approved by the County Commission.

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

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

Sandra McDonald

From: Jim Bowen <jimbo68k@gmail.com>
Sent: Wednesday, October 09, 2019 2:13 PM
To: Sandra McDonald

October 9, 2019

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

Dear Commissioners,

As a new resident of Jefferson County, I'm deeply interested in the future of broadband connectivity in the county. With plans to renovate a home in a broadband 'dead zone', my family experiences the same challenges other residents experience. The Community Development Block Grant represents a significant opportunity for Jefferson County to address a pervasive and frustrating issue having subtle and wide-reaching impact on its residents.

Having a career spanning more than 20 years in the IT industry, my experience includes evaluating network technologies, managing broadband solutions, implementing wide-area networks, in addition to overseeing the ongoing operations and support of large-scale networks. While working on contract to the Department of Defense's Defense Information Systems Agency (DISA), I supported the oversight and management division of their Global Infrastructure Grid (GIG) network. My recent work with the Department of Homeland Security's Customs and Border Protection involved identifying and implementing high-speed broadband solutions for multiple remote locations along the U.S. borders. This October, I take on a supervisory position with the Veterans Affairs' Global Network Operations Center just east of Martinsburg.

In addition to my technical expertise, I bring the ability to leverage the knowledge and insight of my wife's work supporting federal contracting. This work includes analyzing Statements of Work (SOW) and responding to Requests for Proposals (RFP), thus providing insight into characteristics of well-written SOWs and RFPs. Her assistance and focus on performance-based requirements will contribute to my reviews and recommendations during the development of the Jefferson County Broadband Plan.

I look forward to the opportunity to serve on the Jefferson County Broadband Committee and contribute to the county's efforts in bringing about a significant improvement in providing connectivity for residents and businesses.

Sincerely,

Jim Bowen
bowen68k@gmail.com
571-439-4434

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 17, 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.
5. Discussion of WV Supreme Court #19-0412 (from Jefferson County Circuit Court Civil Action #17-C-282). 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



Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **October 17, 2019**

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

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

Discuss Net Neutrality Letter of Support - 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.](#)

Senator Joe Manchin

261 Aikens Center Ste. 305

Martinsburg, WV 25404

Senator Joe Manchin III,

As an elected official in one of West Virginia's fastest growing counties, I understand the delicate balance when developing public policy between adequately protecting consumers while avoiding unnecessary overregulation. That is why I ask you to work across the aisle in the United States Senate to find a common-sense, bipartisan solutions to address net neutrality and broadband internet regulation.

As it stands now, Congressional inaction on net neutrality has forced the Federal Communications Commission to try to step in. But without any clear statutory mandate, the FCC has been unable to find a stable, sustainable legal foundation for net neutrality rules. The result, for more than a decade, has been policies that change frequently due to court rulings or whenever a new administration takes over.

This constant uncertainty and shifting policies aren't helpful to our shared goal of spurring greater investment in broadband infrastructure projects in our state. Businesses will be less likely to make billion-dollar infrastructure investment decisions in such an uncertain regulatory environment.

Congress needs to pass a law that protects net neutrality but permanently prohibiting blocking, throttling, and unfair prioritization. These consumer protections shouldn't – and don't have to – come at the cost of unnecessary overregulation. The antiquated Title II utility framework designed to regulate telephone service in the 1930s is probably not the right answer; modern technology calls for modern regulations that will protect our citizens while spurring economic growth.

Broadband internet is a game changer for Jefferson County and the entire eastern panhandle. Increased investment will allow both current and new residents of our region to take advantage of remote work careers while enjoying the quality of life offered by the Mountain State. It will also facilitate the attraction of new employers in technology fields that rely on a strong broadband infrastructure. Federal legislation addressing net neutrality without Title II will help spur these opportunities. I hope you will work with your fellow Senators to solve these critical challenges on a Congressional level through bipartisan cooperation.

Sincerely,

Patricia Noland

Commission President



AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name: **Stephanie Grove, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **October 17, 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*):

- Discussion of JCFRA Appointees to the JCESA - Discussion/Action**
- FMLA Policy revision - Discussion/Action**
- Annual Roundtable with Legislative Delegation - 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.](#)

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.

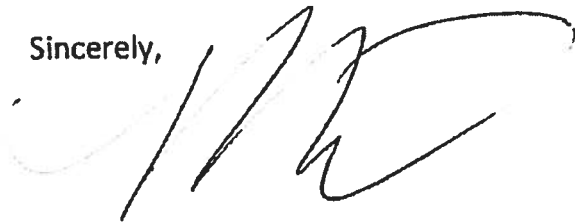
Meeting adjourned at 2000 hours.

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 read "Michael Mood", written over a faint, larger signature.

Michael Mood

Chairman

JCFRA



Quarterly Report
July 1, 2019 – September 30, 2019

1. Active Projects

- a. Civil War Battlefield Preservation in Jefferson County – Ongoing
 - i. Shepherdstown Battlefield properties acquisition and management – ongoing
- b. Peter Burr Farm improvements and programing - ongoing
- c. *Our History, Our Community* Endowment Campaign - ongoing
- d. Snow Hill/Poor House Marketing – ongoing
- e. WV GeoExplorer project – sponsor and coordinate - ongoing
- f. Duffields Depot –building stabilization - ongoing
- g. Coyle cemetery stone wall reconstruction - ongo
- h. Concept Plan reviews in conjunction with JC Planning Department - ongoing
- i. Hosting an AmeriCorps Member – McKenzie Hitchcock - ongoing
- j. Verification of JCHLC historic sites inventory data - ongoing
- k. Designation of JC Landmark – *Rose Lawn*
- l. Text amendment to Zoning Ordinance Sub-Regulations to include - Delay of Demolition Ordinance - ongoing
- m. Designation of NR Landmark – *McMurrin Farm* - Now on review at SHPO
- n. Designation of NR Landmark – *The Rocks*- Now on review at SHPO
- o. Designating the *Jefferson County Courthouse*, as a National Historic Landmark – The National Capital Region of the NPS is taking the lead.
- p. Design guidelines for Middleway – on review
- q. *Washington Homes* brochure – on review

2. Projects Completed

- a. Hosting a part-time AmeriCorps Member - Meaghan Papeika
- b. Recorded a conservation easement on 24 acres of the Shepherdstown Battlefield
- c. Recruited and interviewed fulltime AmeriCorps Member – McKenzie Hitchcock

3. Projects Proposed

- a. Development of historic preservation curriculum for fourth and eighth graders in conjunction with JC Schools

Submitted by
Martin Burke
Chair, JCHLC

**Jefferson County Broadband Team Meeting
Tuesday, October 22nd, 2019 @10:30 AM
Old Charles Town Library Meeting Room
200 E. Washington Street (Samuel Street Entrance)
Charles Town, West Virginia 25414**

AGENDA

- 1) Welcome, participant introductions and determine chairperson for meeting: new members; inclusion of municipalities**
- 2) Call to order**
- 3) Approval of Agenda and Minutes**
- 4) Brief Update of project status: CDBG suggested guidance**
- 5) Develop a Scope of Work that includes actions items; RFP**
 - A) Determination of broadband coverage and proof of lack of coverage for potential grants; EDA, HUD, USDA, etc.**
 - B) Interviews with existing providers and future plans for coverage.**
 - C) Fiber locations and access for business**
 - D) Potential fixed wireless providers and review of assets**
 - E) Specific needs of Jefferson county**
- 6) Develop reasonable timeline for work**
- 7) Strategy to include Municipalities within Jefferson county/Keep community informed and identify more potential broadband champions and expertise**
- 8) New business – Additional suggestions and input**
- 9) Public comment**
- 10) Develop Schedule for meetings and next meeting**
- 11) Adjourn**



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Motor Vehicles

5707 MacCorkle Avenue, Southeast
Post Office Box 17600
Charleston, West Virginia 25317-0010 • (304) 558-3900
TDD: (800) 742-6991 • (800) 642-9066

Byrd E. White, III
Secretary of Transportation

September 30, 2019

Jefferson County Commission
Ms. Patricia Noland
Commission President
Post Office Box 250
Charles Town, West Virginia 25414

Dear President Noland:

Your Highway Safety Grant has been approved for \$231,000. This award may be used to continue the Jefferson County EP Traffic Safety Enforcement Program.

I am pleased to see a continued commitment to improving the safety of West Virginians as they travel our State's roadways. Projects such as this are a significant step toward achieving our common goal of reducing traffic crashes, injuries, and fatalities statewide.

Please let me know if my Highway Safety program staff or I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Holley".

Adam Holley
Governor's Representative
for Highway Safety

AH/ta

Jessica Carroll

From: Tina Reddington <6mredd@gmail.com>
Sent: Wednesday, October 2, 2019 9:16 PM
To: JCCInfo
Subject: Public Comment for Text

To Whom It May Concern,

In response to public comment on ZTA19-01, Special Event Facilities:

I am a resident of Jefferson County and I support the proposal to allow special event facilities in rural Residential Growth, and Village zoning districts. My husband and I plan to build an event barn that will also process agriculture products but would like the opportunity to rent our facility for special events or celebrations. I would ask the maximum number of guests to be increased to reflect the facility or site capacity as long as the supporting facilities (parking, restrooms) will support the volume.

We would welcome the opportunity to host events, special occasions or meetings throughout the week or weekend however we understand there is some concern by 2 individuals this change would open the door for large concert events. This seems like it would be very easily remedied by capping the number of attendees or inserting an exclusion for concert events exceeding 1000 people.

Thank you for your consideration,
Tina Reddington

Sent from [Mail](#) for Windows 10

Received

OCT - 3 2019

Jefferson County Commission

September 3, 2019

To: Jefferson County Commission

From: Doug Rockwell

Re: ZTA 19-01

1 Including "celebration" in the definition Special Event creates problems. It is a general, all inclusive word as opposed to the existing ordinance which is specific and sets forth the types of celebrations, i.e. wedding, birthday, and anniversary. The definition of Rural Reception/Event Facility is attached. Previous Commissions were particular in the choice of words so as to limit what could occur. Nothing has happened which would require the case of "celebration." Delete that word from the definition and insert – wedding, birthday, and anniversary. This change will minimize some of the other defects I presented orally. AVOID UNINTENDED CONSEQUENCES.

2 By creating an Agricultural Special Events/Facility as a principal permitted use this amendment violates the Comprehensive Plan. WV law requires that any amendment must comply with the requirements of a Comprehensive Plan. This proposal in Section 8.14 A&B creates two new uses, Agricultural Special Event Facility and Special Event Facility, which can only be permitted by the CUP process in the Rural Zone. See page 77 of the plan attached.

3 The existing ordinance allows weddings in the Rural Zone, see section 8.14. What are the issues? Make the changes to the existing section as per the attachment. Why reinvent the wheel!

Rural Reception/
Event Facility²⁶

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.

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).
	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.
	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:
	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.
	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.

2

Rural Reception/
Event Facility²⁶

or New

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 *SIMILAR* ~~family gatherings~~. No events that involve charging admission or are solely performance events are permitted under this provision.

WIND BEHAVIOR STUDY IN EASTERN PANHANDLE, SEPTEMBER 2019 UPDATE

DAVID MICHAEL GLENN PhD.

Summary - Thirteen Facts to Oppose Rockwool in Jefferson County, WV

- 1) Rockwool projects it will annually emit 239 tons of Nitrogen Dioxides (NOx's) and 472 tons of volatile organic compounds (VOC's) which will react with UV during the May to September temperature patterns to produce ozone.
- 2) Jefferson county presently has ozone levels just below the 50 ppb 'Moderate' threshold for EPA-designated-'Good' ozone level.
- 3) Increasing ozone levels to the 'Moderate' level will adversely affect 'sensitive' individuals working outdoors.
- 4) The current level of ozone in Jefferson county is already reducing soybean yield 5-10% through a chronic stress on photosynthesis. Any additional ozone will further decrease soybean yields of this major crop in the county.
- 5) Rockwool projects it will annually emit 134 tons of particulate matter less than 2.5 microns (PM2.5) and 154 tons of particulate matter less than 10 microns (PM10).
- 6) The World Health Organization of the United Nations has stated that there is no threshold for PM2.5 and PM10 below which no damage to health is observed ([https://www.who.int/news-room/fact-sheets/detail/ambient-\(outdoor\)-air-quality-and-health](https://www.who.int/news-room/fact-sheets/detail/ambient-(outdoor)-air-quality-and-health)).
- 7) "Each 10 $\mu\text{g}/\text{m}^3$ m³ elevation in fine particulate air pollution was associated with approximately a 4%, 6% and 8% increased risk of all-cause, cardiopulmonary, and lung cancer mortality, respectively". Pope III, C.A., Burnett, R.T., Thun, M.J., Calle, E.E., Krewski, D., Ito, K. and Thurston, G.D., 2002. Lung cancer, cardiopulmonary mortality, and long-term exposure to fine particulate air pollution. *Jama*, 287(9), pp.1132-1141.
- 8) Jefferson county currently has approximately 8 $\mu\text{g}/\text{m}^3$ of PM2.5. Increasing PM levels will adversely affect human health in the area.
- 9) On average Jefferson county has calm winds (<3.5 mph) 30% of the time and one out of every 5 days, Jefferson county has calm air periods between 14 and 18 hours.
- 10) These calm periods are sufficient for PM2.5, PM5, ozone and PM10 to settle to ground level within Jefferson county.
- 11) The development of any air quality permit requires an air dispersal model of the potential effects in the area. This is performed by West Virginia Department of Environmental Protection (WVDEP) using the EPA model-AERMOD. Emission dispersal with calm winds (<3.5 mph) cannot be accurately modeled. Calm wind data are selectively eliminated from the AERMOD model using an established EPA protocol.
- 12) The West Virginia Department of Environmental Protection did not take the 30% calm wind characteristics of the area into consideration for the Rockwool Air Quality Permit.
- 13) The failure of WVDEP to account for calm wind conditions jeopardizes the health and safety of the population and the agricultural industry in Jefferson county.

WIND BEHAVIOR STUDY IN EASTERN PANHANDLE, SEPTEMBER 2019 UPDATE

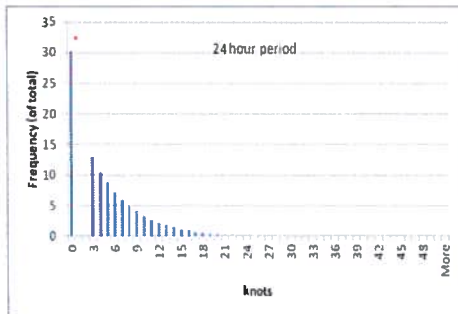
DAVID MICHAEL GLENN PhD.

Martinsburg, West Virginia is the site for an automated surface observation system (ASOS) located at the airport south of the city. The ASOS site provides wind speed and direction at a 10 m (32.5 feet) height (<https://www.ncdc.noaa.gov/data-access/land-based-station-data/land-based-datasets/automated-surface-observing-system-asos>). One-minute and 5-minute wind speed and direction are recorded. The West Virginia Department of Environmental Protection maintains an air quality monitor within the city limits that measures particulate matter 2.5 microns and less (PM2.5) (<https://www.epa.gov/outdoor-air-quality-data/download-daily-data>). This site meets EPA Federally Recognized Methodology (FRM).

These public databases were used to analyze the wind behavior patterns as a proxy for wind behavior in Jefferson county West Virginia, a distance ranging from 10-25 miles generally west of Martinsburg.

From 2008 to 2017, approximately 30% of the 5-minute wind speed data were less than 3 knots or 3.45 mph)(Figure 1).

Figure 1. Frequency of wind speed distribution (%)Martinsburg airport (2008-2017) 5 minute data
 *Thirty percent of the events had wind speed <3 knots (3.45 mph)
 Rising smoke drifts, wind vane is inactive. Small ripples appear on water surface.

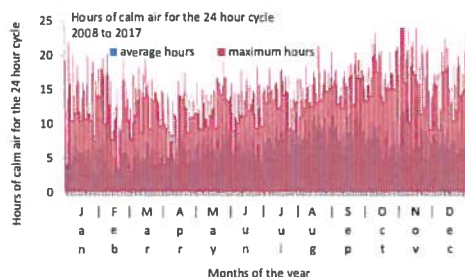


The hours of calm air (< 3 knots or 3.45 mph) was tabulated for each day from 2008-2017. The average hours of calm air was 6.9 hours and ranged from less than 3 hours to over 10 hours. The average daily maximum of calm air was 15 hours and periods of calm air persisting for 15-20 hours occurred frequently (Figure 2).

Figure 2. Calm air events during the 24 hour cycle at Martinsburg, WV 2008-2017.

Calm Air Events During the 24 Hour Cycle
 Considering 24 hour cycles, the average hours of calm air is 6.9 (blue bars). The average daily maximum hours of calm air is 15. Periods of calm air for 15-20 hours of the 24 hour day have occurred during the 2008-2017 time period (red bars).

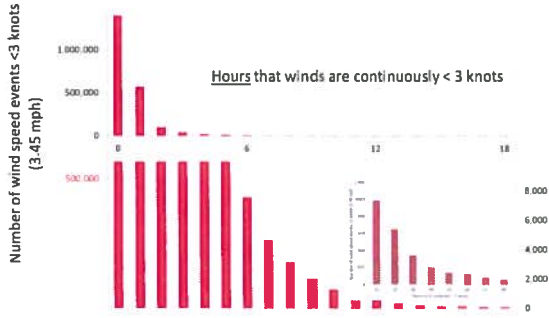
Hours of calm air during the 24 hour period for each day from 2008 to 2017.



Wind Behavior Study In Eastern Panhandle, September 2019 Update

Hours that wind speeds are continually less than 3 knots (3.45 mph) range as high as 18 hours (Figure 3). Periods of continuous winds < 3.45 mph (3 knots) occurred for 10, 12, 14, 16 and 18 hours 1254, 653, 189, 120 and 57 times, respectively, in the 2012-2016 period .

Figure 3. Number of events whose wind speed is continuously <3 knots (3.45 mph) based on 2 minute average wind speed recorded every minute Martinsburg, WV from 2012-2016 (n=2,558,180)



The wind speed frequency of all the non-missing KMRB 1 minute data indicates that 29.99% of the data are <3 knots.

Prevailing wind direction is related to wind speed. When winds are greater than 5 mph, the winds generally come for the southwest to the northwest (Figure4). When winds are less than 5 mph, winds generally come from the southeast to southwest.

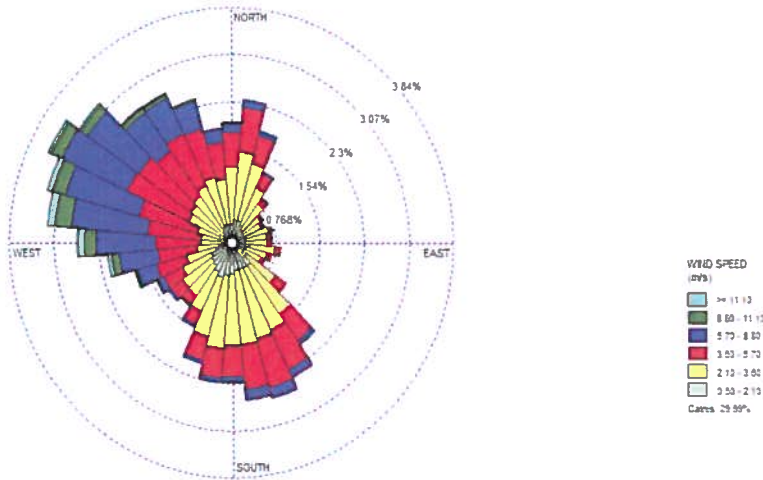
Figure 4. The relationship of average wind direction and wind speed in Martinsburg, WV

Wind direction From the:	Wind speed > 5 mph % of total	Wind speed < 5 mph % of total
N	16.16%	17.35%
NE	5.23%	8.55%
E	5.26%	9.26%
SE	8.90%	12.28%
S	16.85%	22.64%
SW	8.49%	12.67%
W	20.53%	8.02%
NW	18.58%	9.23%

Wind Behavior Study In Eastern Panhandle, September 2019 Update

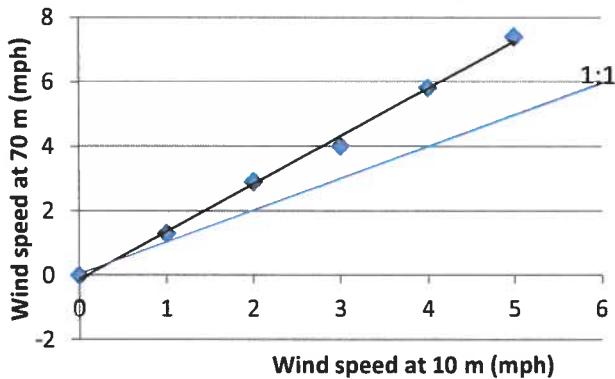
A wind 'rose' of these data integrate the speed and direction of winds (Figure 5). This diagram illustrates the lower wind speeds come predominantly from the southeast to southwest and higher wind speeds from the southwest to the northwest. Calm air conditions less than 3 knots (3.45 mph) occur 29.99% of the time.

Figure 5. Martinsburg, WV 2012-2016 wind speed and direction. (1 m/s = 2.2 mph).



Wind speed generally increases with elevation above ground level. The ASOS weather station in Martinsburg, WV measures wind speed at 10m. The proposed smoke stack of Rockwool will be approximately 70 m tall. Wind speeds less than 3 mph increase at most 1 mph with the elevation to 70m (Figure 6).

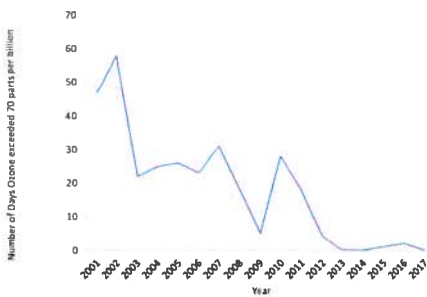
Figure 6. Wind speed extrapolation from 10m to 70m with a boundary resistance value of 0.1 using the log law.



Wind Behavior Study In Eastern Panhandle, September 2019 Update

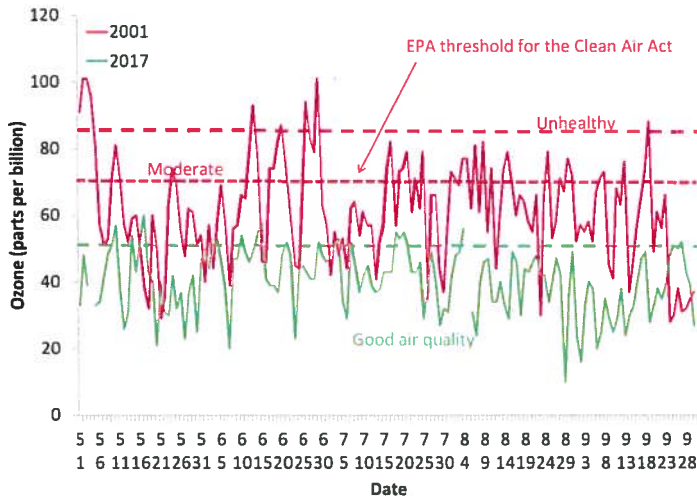
Ozone (O₃) is a product of combustion when volatile organic compounds (VOC's) react with nitrogen dioxides (NOx's) under high temperature (>80 F) and in the presence of UV radiation. Martinsburg, WV is a growing community whose population has increased 46% from 2001 to 2017. With an increase in population, there is an increase in automobile and truck vehicle miles in the area. So it would be expected that ozone levels would also increase with this population increase. But that has not occurred. Despite increased population (46%) and automobiles, excessive ozone levels have decreased over time. This is due to more cars with catalytic converters and improved diesel technology, primarily (Figure 7) which are the result of the Clean Air Act of 1970.

Figure 7. Number of days that ozone exceeded 70 ppb (EPA threshold) from May to September in Martinsburg, WV.



Overall ozone levels have declined from over 60 ppb to less than 50 ppb from 2001 to 2017 (Figure 8).

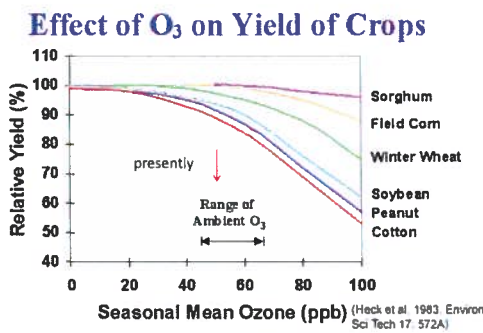
Figure 8. Ozone levels in Martinsburg, WV in 2001 and 20017 from May to September.



Many agricultural crops are adversely affected by ozone. Soybean is particularly sensitive and is a major crop in the eastern panhandle of West Virginia (Figure 9). Current levels of ozone (Figure 8) indicate that there is already chronic ozone damage on soybean yield with no visible symptoms. Further increases in ambient ozone will be detrimental to soybean production.

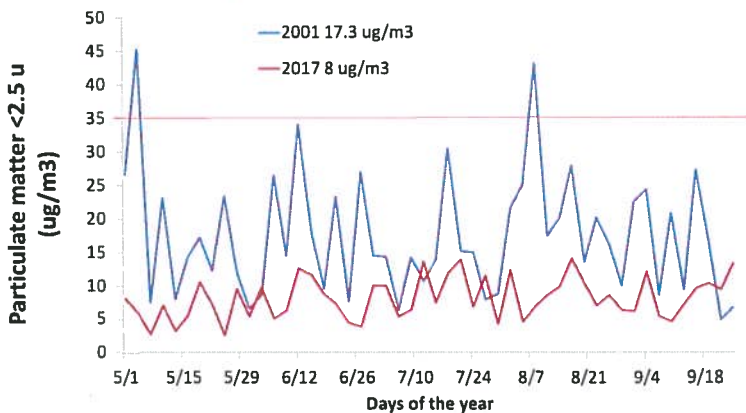
The Rockwool air quality permit states that ozone will be produced as product of its combustion. Rockwool projects it will annually emit 239 tons of Nitrogen Dioxides (NOx's) and 472 tons of volatile organic compounds (VOC's) which will react with UV during the May to September temperature patterns to produce ozone. Ozone is heavier than air and will settle to the ground and accumulate in low lying areas.

Figure 9. Ozone effect on plants and agriculture



Particulate matter less than 2.5 microns (PM2.5) levels have decreased in the Martinsburg area from 2001 to 2017 (Figure 10) as a result of the Clean Air Act of 1970 and improved automobile and diesel technology.

Figure 10. Particulate matter <= 2.5 microns in Martinsburg, WV for 2001 and 2017.



Long-term exposure to PM2.5 is associated with an increase in the long-term risk of cardiopulmonary mortality by 6–13% per 10 $\mu\text{g}/\text{m}^3$ of PM2.5

Beelen R et al. Long term effects of traffic-related air pollution on mortality in a Dutch cohort (MCS Air Study). *Environmental Health Perspectives*, 2004; 114(12):206-212.
 9. Ezzawi D et al. Extended follow-up and spatial analysis of the American Cancer Society Biting particulate air pollution and mortality. Boston, MA: Health Effects Institute, 2009 (HSI Research Report 140).
 10. Pope CA III et al. Lung cancer, cardiopulmonary mortality, and long-term exposure to fine particulate air pollution. *Journal of the American Medical Association*, 2002; 287(10):1132-1141.

Wind Behavior Study In Eastern Panhandle, September 2019 Update

The Rockwool air quality permit states that PM_{2.5} will be produced as product of its combustion. Rockwool projects it will annually emit 134 tons of particulate matter less than 2.5 microns (PM_{2.5}) and 154 tons of particulate matter less than 10 microns (PM₁₀).

The Martinsburg area and the eastern panhandle now experience relatively high air quality with a trend to decreasing levels of ozone and PM_{2.5} (Figures 8 and 10) as a result of improved automobile and diesel technology resulting from the Clean Air Act of 1970.

Calm air conditions limit the distribution and dispersal of emissions using smoke stack technology. Calm air conditions have minimal turbulence to keep emissions aloft and so allow emissions heavier than air to settle to the ground. The settling rate for emissions has been widely researched and verified. Periods of continuous winds < 3.45 mph (3 knots) occurred for 10, 12, 14, 16 and 18 hours 1254, 653, **189, 120** and **57** times, respectively, in the 2012-2016 period. On average 73 times each year (~ 1 out every 5 days) these calm conditions will allow PM_{2.5}, 5, 10 and ozone to settle within Jefferson county (Table 1).

Table 1. Relationship between particle size and settling rate of PM 1 to PM₁₀ and ozone using Stokes Law to calculate deposition times.

Particle size (microns)	Settling rate (cm/s)	Settling rate (ft/hr)	Time to deposit from 250' (hours)
1	0.06	7.1	35.2
2.5	0.15	17.7	14.1
5 and Ozone	0.3	35.4	7.1
10	0.6	70.8	3.5

Impact Fee Status Report

September 2019

Office of Impact Fees

Summary

Date Range: Sunday 1 through Monday 30 September 2019

Report Date: 1 October 2019

Process Number Range: 1900171-1900190

Total Applications: 20

Total Non-Exempt: 20

Of which:

Commercial: 0

Residential: 20

Of which:

County: 15

Municipal: 5

Total Exempt: 0

Of which:

Commercial: 0

Residential: 0

Of which:

County: 0

Municipal: 0

Tables 1 through 7 summarize impact fee processing for September 2019. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 30 September 2019	0	0	20	20
Fees collected		\$0.00	\$116,264.00	\$116,264.00
<i>Of which</i>				
School Impact Fee			\$105,086.00	\$105,086.00
Law Enforcement Fee		\$0.00	\$2,145.00	\$2,145.00
Parks & Recreation Fee			\$8,144.00	\$8,144.00
EMS Fee		\$0.00	\$889.00	\$889.00

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

Description	Amount
Opening Statement Balance (1 September 2019)	\$124,045.17
September Deposits (1 – 30 September 2019)	\$116,264.00
School August Transactions (withdraws via transfer on 16 Sept. 2019)	(\$112,127.76)
Law August Transactions (withdraws via transfer on 16 September 2019)	(\$2,191.68)
Parks & Rec Aug. Transactions (withdraws via transfer on 16 Sept. 2019)	(\$8,704.39)
EMS August Transactions (withdraws via transfer on 16 September 2019)	(\$1,021.34)
Interest Earned (30 September 2019)	\$52.16
Ending Statement Balance (30 September 2019)	\$116,316.16
<i>Outstanding Credits (deposits through 1 October 2019)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 September 2019)	\$3,601,808.88
August Transactions (deposits via transfer on 16 September 2019)	\$112,127.76
Interest Earned (30 September 2019)	\$1,503.24
Ending Balance (30 September 2019)	\$3,715,439.88

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

Description	Amount
Opening Balance (1 September 2019)	\$146,475.77
August Transactions (deposits via transfer on 16 September 2019)	\$2,191.68
Interest Earned (30 September 2019)	\$60.65
Ending Balance (30 September 2019)	\$148,728.10

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

Description	Amount
Opening Balance (1 September 2019)	\$211,529.56
August Transactions (deposits via transfer on 16 September 2019)	\$8,704.39
Interest Earned (30 September 2019)	\$88.72
Ending Balance (30 September 2019)	\$220,322.67

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

Description	Amount
Opening Balance (1 September 2019)	\$24,144.26
August Transactions (deposits via transfer on 16 September 2019)	\$1,021.34
Interest Earned (30 September 2019)	\$10.13
Ending Balance (30 September 2019)	\$25,175.73

Table 7. Total Impact Fees as of 1 October 2019/1

Description	Amount
Office of Impact Fees General Account	\$116,316.16
School Impact Fee Account	\$3,715,439.88
Law Enforcement Fee Account	\$148,728.10
Parks & Recreation Impact Fee Account	\$220,322.67
EMS Impact Fee Account	\$25,175.73
Total Impact Fees	\$4,225,982.54

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-6.

Table 8. Pending September 2019 Fee Transfers /1

Account	30 September 2019 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$3,715,439.88	\$105,132.95	\$3,820,572.83
Law Enforcement Fee Account	\$148,728.10	\$2,146.04	\$150,874.14
Parks & Recreation Impact Fee Account	\$220,322.67	\$8,147.65	\$228,470.32
EMS Impact Fee Account	\$25,175.73	\$889.52	\$26,065.25
Total Impact Fees	\$4,109,666.38	\$116,316.16	\$4,225,982.54

/1 This table represents each of the impact fee category account totals as of 30 September 2019 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in September 2019 are listed in table 1 of the General Account (3111776); these transactions will be processed in October 2019. Any outstanding credits, as listed in table 2, will be added to the next month’s Impact Fee transfer amounts.

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

Impact Fee Applications Processed between dates Sunday 1 through Monday 30 September 2019

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Exempt Applications											
Category Count: 0										\$0.00	
Non-Exempt Applications											
1900171	09/03/2019	Quigley	Douglas	02 Charles Town	1171	515	21E	39	\$6,423.00	09/03/2019	N/A
1900172	09/03/2019	Mark A. Smith		02 Charles Town	1206	627	23C	231	\$3,725.00	09/03/2019	N/A
1900173	09/04/2019	Martin	James	09 Shepherdstown	954	594	7	6.4	\$6,423.00	09/04/2019	N/A
1900174	09/05/2019	Quigley	Douglas	02 Charles Town	1171	515	21E	39	\$6,423.00	09/05/2019	N/A
1900175	09/06/2019	Barlow	Harold	09 Shepherdstown	1152	519	15	10	\$6,423.00	09/06/2019	N/A
1900176	09/09/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	337	\$6,981.00	09/09/2019	N/A
1900177	09/09/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	338	\$6,981.00	09/09/2019	N/A
1900178	09/09/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	339	\$6,981.00	09/09/2019	N/A
1900179	09/09/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	340	\$6,981.00	09/09/2019	N/A
1900180	09/13/2019	Corbin	Norman & Lora	02 Charles Town	1164	291	23E	100-103	\$6,423.00	09/13/2019	N/A
1900181	09/13/2019	Shipley	Gary and Betty	09 Shepherdstown	623	612	19A	22	\$6,423.00	09/13/2019	N/A
1900182	09/13/2019	Hill	Christopher	09 Shepherdstown	1194	293	12A	36	\$6,423.00	09/13/2019	N/A
1900183	09/16/2019	K Hovnanian		08 Ranson Corp	1133	476	8D	6E	\$6,255.00	09/16/2019	N/A
1900184	09/17/2019	Cambridge		02 Charles Town	1193	438	8	32.13	\$642.00	09/17/2019	Form 260
1900185	09/17/2019	Cambridge		02 Charles Town	1193	438	8	32.13	\$642.00	09/17/2019	Form 260
1900186	09/19/2019	Gladhill	Maurice	02 Charles Town	952	565	4	19	\$6,423.00	09/19/2019	N/A
1900187	09/23/2019	Blue	Jacob	09 Shepherdstown	1067	22	21	4.3	\$6,423.00	09/23/2019	N/A
1900188	09/23/2019	Dailey	Jay and Sandra	04 Harpers Ferry	1229	100	3B	72	\$6,423.00	09/23/2019	N/A
1900189	09/25/2019	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	129	\$6,423.00	09/25/2019	N/A
1900190	09/25/2019	Gladhill	Maurice	02 Charles Town	952	565	4	19	\$6,423.00	09/25/2019	N/A
Category Count: 20										\$116,264.00	
TOTAL APPLICATIONS: 20										\$116,264.00	

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *NMM*
DATE: Tuesday, 1 October 2019
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Schools Impact Fee Account (Bank of Charles Town account 3107582)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2019.

This transfer consists of two components:

- Impact Fee Process Numbers **1900171** through **1900190**, inclusive. Within this range there were 20 non-exempt impact fee payments. This amounts to **\$105,086.00**.
- Interest earned by the Office of Impact Fees General Account in September 2019 amounts to **\$52.16**, of which **\$46.95** is attributed to fees collected for Schools.

As per the attached invoice, the total amount of this transfer is **\$105,132.95**.

Check # 1205

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 19037

Date: 10/1/2019

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of September 2019 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582). \$105,086.00

Interest earned by the Office of Impact Fees General Account September 2019. \$46.95

Impact Fee Process Numbers 1900171 through 1900190, inclusive. Within this range, there were 20 non-exempt impact fee payments.

Total: \$105,132.95

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

Check Number: 1205

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Tuesday, 1 October 2019
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Law Enforcement Impact Fee Account (Bank of Charles Town account 3120120)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2019.

This transfer consists of two components:

- Impact Fee Process Numbers **1900171** through **1900190**, inclusive. Within this range there were 15 non-exempt impact fee payments. This amounts to **\$2,145.00**.
- Interest earned by the Office of Impact Fees General Account in September 2019 amounts to **\$52.16**, of which **\$1.04** is attributed to fees collected for Law Enforcement.

As per the attached invoice, the total amount of this transfer is **\$2,146.04**.

Check # 1206

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 19038

Date: 10/1/2019

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of September 2019 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Law Enforcement Impact Fees Bank Account (3120120). \$2,145.00

Interest earned by the Office of Impact Fees General Account September 2019. \$1.04

Impact Fee Process Numbers 1900171 through 1900190, inclusive. Within this range, there were 15 non-exempt impact fee payments.

Total: \$2,146.04

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

Check Number: 1206

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Tuesday, 1 October 2019
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks & Recreation Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Parks & Recreation Impact Fee Account (Bank of Charles Town account 3122808)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2019.

This transfer consists of two components:

- Impact Fee Process Numbers **1900171** through **1900190**, inclusive. Within this range there were 20 non-exempt impact fee payments. This amounts to **\$8,144.00**.
- Interest earned by the Office of Impact Fees General Account in September 2019 amounts to **\$52.16**, of which **\$3.65** is attributed to fees collected for Parks & Recreation.

As per the attached invoice, the total amount of this transfer is **\$8,147.65**.

Check # 1207

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 19039

Date: 10/1/2019

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of September 2019 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Parks & Recreation Impact Fees Bank Account (3122808).

\$8,144.00

Interest earned by the Office of Impact Fees General Account September 2019.

\$3.65

Impact Fee Process Numbers 1900171 through 1900190, inclusive. Within this range, there were 20 non-exempt impact fee payments.

Total: \$8,147.65

Notes/Comments Transfer of funds into Parks & Recreation Impact Fee Account (3122808).

Check Number: 1207

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
Office of Impact Fees
116 East Washington Street, P.O. Box 716
Charles Town, WV 25414

COPY

Michelle Mason
Impact Fee Program Specialist

Phone: (304) 728-3331
Fax: (304) 728-3953
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Stephanie Grove, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *DM*
DATE: Tuesday, 1 October 2019
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's EMS Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County EMS Impact Fee Account (Bank of Charles Town account 3122816)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2019.

This transfer consists of two components:

- Impact Fee Process Numbers **1900171** through **1900190**, inclusive. Within this range there were 20 non-exempt impact fee payments. This amounts to **\$889.00**.
- Interest earned by the Office of Impact Fees General Account in September 2019 amounts to **\$52.16**, of which **\$0.52** is attributed to fees collected for EMS.

As per the attached invoice, the total amount of this transfer is \$889.52.

Check # 1208

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 19040
Date: 10/1/2019

Bill To:

Office of Impact Fees
116 East Washington Street
Suite 100
Charles Town, WV 25414

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description	Amount
Impact Fee payments collected for month of September 2019 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County EMS Impact Fees Bank Account (3122816).	\$889.00
Interest earned by the Office of Impact Fees General Account September 2019.	\$0.52
Impact Fee Process Numbers 1900171 through 1900190, inclusive. Within this range, there were 20 non-exempt impact fee payments.	
Total:	\$889.52

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

Check Number: 1208