

AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2020
THURSDAY, APRIL 30, 2020
9:30 A.M.

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

*****In compliance with the Jefferson County Health Department Executive Order 20-20 Shelter in Place directive to avoid gatherings of more than 5 individuals in an effort to slow the spread of the COVID -19, the public will not be admitted to the meeting room but is invited to attend via virtual meeting.***

CALL TO ORDER

PLEDGE OF ALLEGIANCE

****DISCUSSION AND UPDATE REGARDING COVID-19 AND RELATED ISSUES - DISCUSSION/ACTION**

APPROVAL OF REQUISITIONS

- April 30, 2020

APPROVAL OF ACCOUNTS PAYABLE

- April 30, 2020

APPROVAL OF MANUAL CHECKS

- May 1, 2020

APPROVAL OF PAYROLL

- April 16, 2020

PUBLIC COMMENT

- Please submit comments via email to info@jeffersoncountywv.org. Your comments will be included in the minutes and agenda correspondence. Please remember to include your name. You may also participate in public comment during the virtual meeting.

PRESENTATIONS

1. 10:00 a.m. Angie Banks, Assessor
- Exonerations - Discussion/Action

2. 10:15 a.m. Elizabeth Wheeler, Director, Jefferson County Farmland Protection Board
- Approval of purchase of two Agricultural Conservation Easements - Discussion/Action

3. 10:30 a.m. Darlene Truman, Community Alternative to Violence
- Request emergency funding for a Licensed Batterer Intervention Program to be available to our judicial system, to save the county money in 2020 - Discussion/Action

4. 10:45 a.m. Nathan Cochran, Assistant Prosecuting Attorney
- Discussion of renewal of County cable franchise agreement, resolution of franchise fee audit, and related issues - 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
- Discussion of WV Supreme Court #20-0012 (from Jefferson County Circuit Court Civil Action #19-AA-1) - Discussion/Action
- Report by Counsel as previously assigned by Commission: creation of Jefferson County Fire Board, Jefferson County Emergency Ambulance Service Board, and organization of Jefferson County Emergency Services Agency; including potential structure, financial issues, and matters related thereto - Discussion/Action
- Discussion of Jefferson County Circuit Court Civil Action #17-C-174 - Discussion/Action
- Discussion of Jefferson County Circuit Court Civil Action #20-C-26 - Discussion/Action
- Review and report on aspects of county policies and local government/component/agency/department involvement based on the C-19 - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Discuss Jefferson County Declaration and related issues - Discussion/Action
- Discussion of \$100,000 Block Grant - Discussion/Action
- Formation of Jefferson County COVID -19 Response Task Force - Discussion/Action

COUNTY COMMISSION REPORTS

5. ADJOURN

DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS

- Jefferson County Historic Landmarks Commission Quarterly Report received.

CORRESPONDENCE/INFORMATION

Appointment to the Jefferson County Emergency Services Agency - May 7, 2020.

Appointments to the Jefferson County Historic Landmarks Commission - May 7, 2020.

Correspondence received from the Jefferson County Historic Landmarks Commission regarding Rose Lawn.

Comments received from David Tabb regarding the April 16, 2020 Regular Meeting.

Comments received from David Tabb regarding the April 21, 2020 Special Session - Lay the Levy.

Correspondence received from the WV Department of Transportation, Division of Highways regarding the Statewide Transportation Improvement Program (STIP).

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.

REQUISITIONS TO BE APPROVED

April 30, 2020

DEPARTMENT	P.O. NUMBER	AMOUNT	VENDOR	DESCRIPTION
Data Processing	20039	\$27,888.86	Tyler Technologies	License and Annual Fees
County Clerk Election	20042	\$18,106.25	Panhandle Printing & Design	Absentee Application Postcard
Sheriff's Dept.	20046	\$30,068.54	10-42 Trading LLC	Patrol Ballistic Vests
Maintenance Dept.	20041	\$7,205.00	IPC	Audio Conference License
GRAND TOTAL		\$ 83,268.65		

Requisitions

Back + Add Excel Miss Allocate + Custom Interface Notes Actions/ Approvers Release Activate My Approvals Attach

Requisition: 2020/20039
 Released, Russell Burgess, 03/18/2020

Total Cost: \$27,888.86

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* Requisition Number* Created Date*

Type

Department* ... View

Purchase order

Commodity View

Review

Description

Needed by ...

Buyer

PO Expiration

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required

by

Items (1)

Add Item

Line	Description	Qty	Unit Price	Line Total	GL Account
1	Tyler Technologies Support and Update Licensing	1.00	\$27,888.86000	\$27,888.86	E (001428-435600) LICENSE AND ANNUAL FEES

Notifications (1) Save Cancel



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-295584	04/01/2020	1 of 1

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: JEFFERSON COUNTY
 COUNTY COURTHOUSE
 104 E. WASHINGTON STREET
 CHARLES TOWN, WV 25414

Ship To: JEFFERSON COUNTY
 COUNTY COURTHOUSE
 104 E. WASHINGTON STREET
 CHARLES TOWN, WV 25414

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
48822 - MAIN - MAIN	135546		USD	NET45	05/16/2020

Date	Description	Units	Rate	Extended Price
Contract No.: JEFFERSON COUNTY, WV				
	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING	1	5,437.53	5,437.53
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	5,755.05	5,755.05
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - CAPITAL ASSETS	1	1,528.07	1,528.07
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING	1	1,190.70	1,190.70
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT	1	992.25	992.25
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - PURCHASING	1	2,520.32	2,520.32
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	1,528.07	1,528.07
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS	1	3,195.05	3,195.05
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,309.77	1,309.77
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	1,653.75	1,653.75
	Maintenance: Start: 21/May/2020, End: 20/May/2021			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	2,778.30	2,778.30
	Maintenance: Start: 21/May/2020, End: 20/May/2021			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	27,888.86
Sales Tax	0.00
Invoice Total	27,888.86

Requisitions

Requisition: 2020/20042
 Released, Nikki Painter, 04/14/2020

Total Cost: \$18,106.25

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2020 Requisition Number* 20042 Created Date* 04/14/2020

Department* (413) COUNTY CLERK ELECTIONS ... View

Commodity ... View

Description ABSENTEE APPLICATION POSTCARD

Buyer ...

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required

by

▼ Items (1)

Add Item

Line	Description	Qty	UOM	Unit Price	Line Total	GL Account
1	ABSENTEE APPLICATION POSTCARD	1.00	EACH	\$18,106.25000	\$18,106.25	E (001413-434100-COVID) MATERIALS AND SUPPLIES



INVOICE

Invoice Number: 112728
Account Number: 33MM
P.O. Number:
Per: Nikki Painter
Cont Phone: (304) 728-3246
Wednesday April 01, 2020
Bill Email:

Jefferson County Commission
124 E Washington St
Charles Town, WV 25414

Item	Description	Quantity	Price
1	Election Mail - Side 1	39902	2,677.99
2	Election Mail - Side 2 w/variable	28902	2,627.39
3	Mail Center Operations	39902	1,483.12
4	Perfing	11000	238.40
Subtotal For All Items			7,026.90
Sales Tax			0.00
Shipping - FedEx - Next Day/Overnight			0.00
Subtotal For Invoice			7,026.90

Received By: _____

Invoice Total \$7,026.90

REMIT PAYMENT TO:
Panhandle Printing & Design
124 N Maple Ave
Martinsburg, WV 25401

PHONE (304) 267-7400
FAX (304) 267-4270

Balance Due Upon Receipt. Thank you for your patronage.

COVID

Terms are net 30 days from date of invoice. Buyer agrees to pay for each check returned for insufficient funds or any other reason \$25.00 per occurrence or 5% of the value of each returned item, whichever is greater. Buyer agrees to pay all reasonable attorney's fees (at least 15% of all amounts due) if any account is placed with an attorney for collection.



INVOICE

Invoice Number: 112763
Account Number: 33MM
P.O. Number:
Per: Nikki Painter
Cont Phone: (304) 728-3246
Monday April 13, 2020
Bill Email:

Jefferson County Commission
124 E Washington St
Charles Town, WV 25414

Item	Description	Quantity	Price
1	Election Mail - Side 1	39902	2,677.99
2	Election Mail - Side 2 w/variable	39902	3,619.39
3	Mail Center Operations	39902	3,965.53
4	Perfing	39902	816.44
Subtotal For All Items			11,079.35
Sales Tax			0.00
Shipping - FedEx - Next Day/Overnight			0.00
Subtotal For Invoice			11,079.35

Received By: _____

Invoice Total \$11,079.35

REMIT PAYMENT TO:
Panhandle Printing & Design
124 N Maple Ave
Martinsburg, WV 25401

PHONE (304) 267-7400
FAX (304) 267-4270

Balance Due Upon Receipt. Thank you for your patronage.

COVID

Terms are net 30 days from date of invoice. Buyer agrees to pay for each check returned for insufficient funds or any other reason \$25.00 per occurrence or 5% of the value of each returned item, whichever is greater. Buyer agrees to pay all reasonable attorney's fees (at least 15% of all amounts due) if any account is placed with an attorney for collection.



Requisitions

Requisition: 2020/20046
 Released, Vincent Tiong, 04/22/2020

Total Cost: \$30,068.54

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*
 Requisition Number*
 Created Date*

Department*

Commodity

Description

Buyer

Type

Purchase order

Review

Needed by

PO Expiration

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required

by

▼ Items (3)

Add Item

Line	Description	Qty	UOM	Unit Price	Line Total	GL Account
1	Ballistic Patrol Vests for Deputies with pouches a	21.00	EACH	\$1,218.00000	\$25,578.00	E (001700-434100) MATERIALS AND SUPPLIES
2	Ballistic Patrol Vest Pouches	106.00	EACH	\$36.49000	\$3,867.94	E (001700-434100) MATERIALS AND SUPPLIES
3	Radio Pouches for Ballistic Patrol Vests	22.00	EACH	\$28.30000	\$622.60	E (001700-434100) MATERIALS AND SUPPLIES

10-42 Tactical LLC
 250 29th Street
 Wheeling, WV 26003 US
 304-232-4462
 bryan@gotyoursixgear.com
 www.1042tactical.com

Invoice



BILL TO
ATTN: Cpl. Vincent Tiong Jefferson County Sheriff's Office 102 Industrial Blvd., Suite 100 Kearneysville, WV 25430

SHIP TO
ATTN: Cpl. Vincent Tiong Jefferson County Sheriff's Office 102 Industrial Blvd., Suite 100 Kearneysville, WV 25430

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1266	04/05/2020	\$25,578.00	05/05/2020	Net 30	

~~SALES REP~~
 Wes Talkington

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/29/2019	Outside Sales - NON-taxable	SX Level II Male Panel Set (1219784-M)	21	750.00	15,750.00
12/29/2019	Outside Sales - NON-taxable	IMPAC HT-1 (5X8) Single Curve Rectangle Special Threat Trauma plate (1168055)	21	84.00	1,764.00
12/29/2019	Outside Sales - NON-taxable	Oregon City Carrier Front Opening DN6566 BLACK (1303518-OC)	42	186.00	7,812.00
12/29/2019	Outside Sales - NON-taxable	Sheriff Patch Black / Gold 5"X2" (1223589-SS)	3	6.00	18.00
12/29/2019	Outside Sales - NON-taxable	Sheriff Patch Black / Gold 8.5"X3" (1223589-SL)	3	6.00	18.00
12/29/2019	Outside Sales - NON-taxable	SHERIFF K-9 8.5"X3 SHERIFF K-9 5"X2" BLACK / SILVER	4	6.00	24.00
12/29/2019	Outside Sales - NON-taxable	Sheriff Patch Black / Silver 5"X2" (1223589-SS)	16	6.00	96.00
12/29/2019	Outside Sales - NON-taxable	Sheriff Patch Black / Silver 8.5"X3" (1223589-SL)	16	6.00	96.00

Thank you for your working with us.

BALANCE DUE

\$25,578.00

10-42 Tactical LLC
 250 29th Street
 Wheeling, WV 26003 US
 304-232-4462
 bryan@gotyoursixgear.com
 www.1042tactical.com

Invoice



BILL TO
ATTN: Cpl. Vincent Tiong Jefferson County Sheriff's Office 102 Industrial Blvd., Suite 100 Kearneysville, WV 25430

SHIP TO
ATTN: Cpl. Vincent Tiong Jefferson County Sheriff's Office 102 Industrial Blvd., Suite 100 Kearneysville, WV 25430

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1255	03/27/2020	\$3,867.00	04/26/2020	Net 30	

P.O. NUMBER
53

SALES REP
Wes

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/27/2020	Outside Sales - NON-taxable	HSGI Duty Double Decker TACO BLACK (41DD00)	2	48.00	96.00
03/27/2020	Outside Sales - NON-taxable	HSGI PHONE TECH (95PW) BLACK	1	26.00	26.00
03/27/2020	Outside Sales - NON-taxable	HSGI Double Duty Handcuff (41D002) BLACK	20	49.50	990.00
03/27/2020	Outside Sales - NON-taxable	HSGI TACO Tourniquet (11TQ00) BLACK	21	35.00	735.00
03/27/2020	Outside Sales - NON-taxable	HSGI Single Pistol Taco (11PT00)	42	25.00	1,050.00
03/27/2020	Outside Sales - NON-taxable	HSGI Double Pistol (11PT02) BLACK	20	48.50	970.00

Thank you for your working with us.

BALANCE DUE

\$3,867.00



Quote

Customer: (5520535) JEFFERSON CNTY SHERIFF DEPT
Date: 04/06/2020
Sales Rep: KEITH WALLACE

Page 1 of 1
Quote Number: 15574026
Quote Expiration: 07/05/2020

Sold To:
JEFFERSON CNTY SHERIFFS OFC
102 INDUSTRIAL BLVD
KEARNEYSVILLE, WV 25430
VINCENT TIONG

Ship To:
JEFFERSON CNTY SHERIFFS OFC
102 INDUSTRIAL BLVD
KEARNEYSVILLE, WV 25430
VINCENT TIONG

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BG655 BLK	CP-L RADIO HOLDER	22		28.30	622.60

Quote is valid for 90 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 622.60
SHIPPING:
TAX.....
TOTAL...: 622.60

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557



Requisitions

- Back
- Add
- Excel
- Allocate
- Mass Duplicate
- Custom Interface
- Notes
- Actions/Approvals
- Release
- Activate
- My Approvals
- Attach

Total Cost: \$7,205.00

Requisition: 2020/20041
 Released, Laura Kuhn, 04/02/2020

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2020 Requisition Number* 20041 Created Date* 04/02/2020

Department* (424) MAINTENANCE DEPARTMENT ... View

Commodity ... View

Description AUDIO CONF LICENSING INCREASE DUE TO COVID19

Buyer ...

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required

by [dropdown] ...

Items (1)

Line	Description	Qty	UOM	Unit Price	Line Total	GL Account
1	AUDIO CONFERENCE LICENSE INCREASE TO ACCOMMODATE I	1.00	EACH	\$7,205.00000	\$7,205.00	E (001424-421100-COVID) TELEPHONE

Notifications (1) Save Cancel



IPC Technologies

7200 Glen Forest Drive, Suite 100
Richmond, VA 23226
1.877.947.2835
www.ipctech.com

Laura Kuhn
Jefferson County, WV

04/01/2020

Below is quote for (3) Audio Conferencing Licenses (10 Ports)

PN	Qty.	Description	Unit Price	Ext. Price
30091	3	Audio Conferencing License	\$1,750.00	\$5,250.00
94111	1	Partner Support (5 year, pro-rated)	\$1,955.00	\$1,955.00
			Sub-total:	\$7,205.00
			Shipping:	TBD
			Total:	\$7,205.00

*Quote #: 979-2870984

*The quote does not include all applicable Sales and Use Taxes as required by law

*Payment Terms: PO Required

*No refunds of any kind are available without prior written agreement

Thank you,
Jennifer Wehinger
IPC Technologies, Inc.
(804) 622-7247

Client Approval:

*Please sign and provide a PO

Signature

Date

Print

DESCRIPTION	FUND 001 CO.	FUND 003 DOG	TOTAL
Gross Wages	\$385,664.21		\$385,664.21
6.2% Tax Payable OASDI	\$22,921.17		\$22,921.17
1.45% Tax Payable HI	\$5,360.54		\$5,360.54
Fed Withholding	\$34,621.85		\$34,621.85
WV State Withholding	\$16,338.19		\$16,338.19
PERS Retirement Deduct 4.5%	\$9,890.97		\$9,890.97
PERS Retirement Deduct 6%	\$4,932.18		\$4,932.18
Hosp. Pre-Taxed	\$13,676.00		\$13,676.00
Cancer/ICU Pre-Taxed	\$656.33		\$656.33
Cancer/ICU Not Pre-Taxed	\$950.20		\$950.20
Optional Life Not Pre Taxed	\$1,934.66		\$1,934.66
Christmas Club	\$4,900.00		\$4,900.00
Wage Attach #1	\$298.16		\$298.16
Wage Attach #2	\$283.64		\$283.64
Wage Attach #3	\$500.00		\$500.00
DSRS Retirement Deduct 8.5%	\$5,964.57		\$5,964.57
457 - Nationwide	\$849.00		\$849.00
457I - Empower	\$1,995.00		\$1,995.00
457R - Roth	\$615.00		\$615.00
MD State Tax	\$550.63		\$550.63
D/VF	\$1,635.70		\$1,635.70
VA State Tax	\$142.09		\$142.09
Colonial(Plus)	\$81.60		\$81.60
Uniforms			\$0.00
Total Deductions	\$129,097.48		\$129,097.48
Net Wages Total	\$256,566.73	\$0.00	\$256,566.73
Payroll Date	April 16, 2020		

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: **April 30, 2020**

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

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

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

Exonerations – Discussion/Action

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

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

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

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

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

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

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

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elizabeth Wheeler, Director

Department or Organization: Jefferson County Farmland Protection Board

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

Date Requested – 1st Choice: April 30, 2020

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

Date Requested – 2nd Choice:

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

Please provide the County Commission with a description of your request or presentation, including any background information: **The attached Deed of Easements (HHH and JJJ) have been approved by the Jefferson County Farmland Protection Board and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The easements are ready to close. Funding is provided for the easements through the Jefferson County Farmland Protection Program. The HHH easement is for 278.37 acres with a cost to the Board of \$621,200.00. The owner of property HHH has donated a portion of the easement value to the county amounting to \$111,053.00. The JJJ easement is for 279.9 acres with a cost to the Board of \$559,500.00. The County funds have been committed for the HHH easement since October 2017, and for the JJJ easement since December 2016.**

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

If so, how much? \$ 0

Provide exact financial impact/request:

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

That the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program conservation easement on the property in Jefferson County owned by Borden Farm, LLC (Property HHH), and for the conservation easement on the property owned by Darlene W. Quinn, Carolyn W. Voges and Rick E. Ware (Property JJJ).

Attach supporting documents for request, or request may be denied. Map of easement location, Deed of Conservation Easement

If not attached, explain:

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

Contact information:

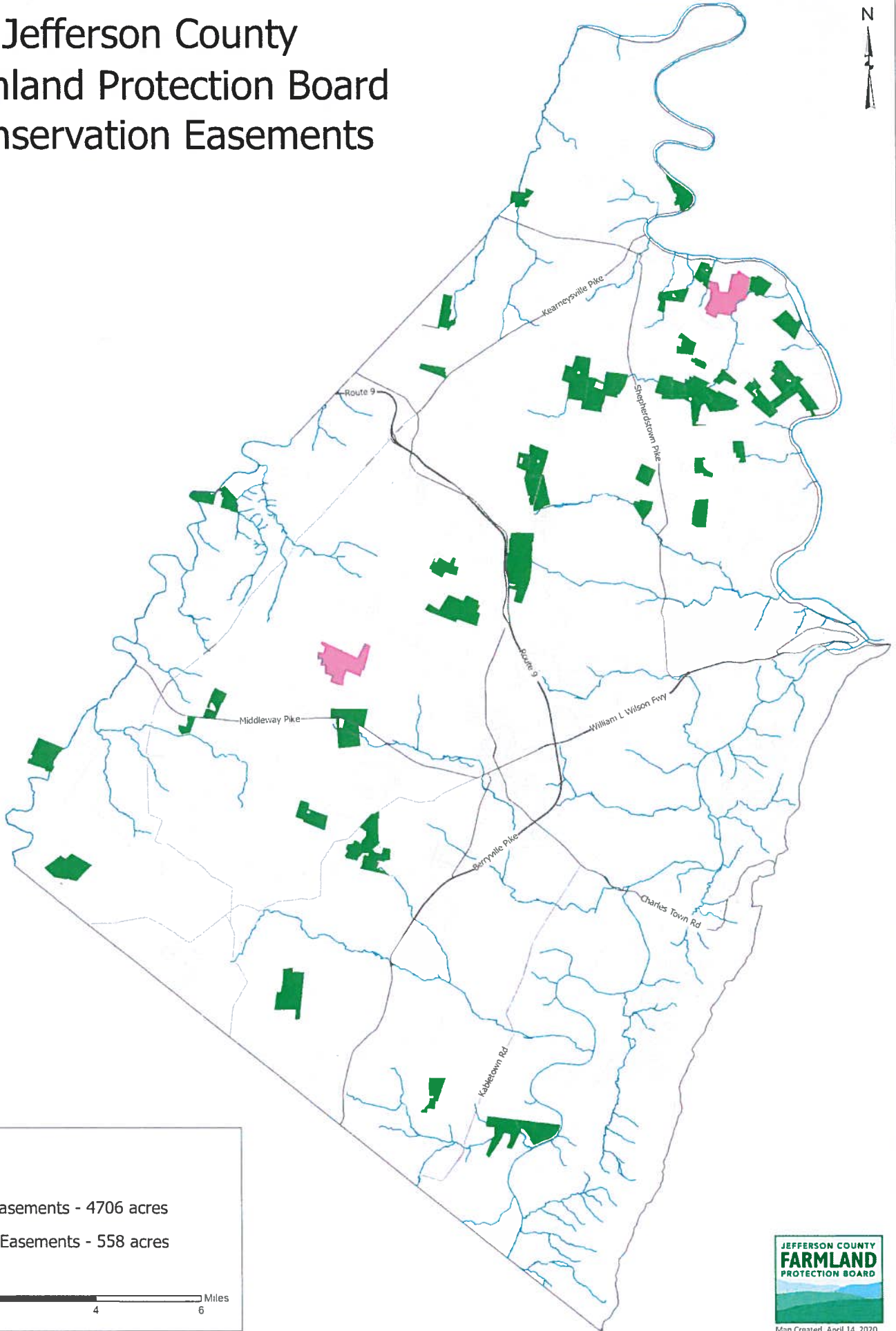
Email address: farmlandprotection@jcda.net

Phone Number: 304-724-1414



FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

--

Jefferson County Farmland Protection Board Conservation Easements



Legend

-  Closed Easements - 4706 acres
-  Pending Easements - 558 acres



DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** (“Easement” or “Easement Deed”) is made this _____ day of _____, 2020, by Rick E. Ware, Carolyn W. Voges, and Darlene W. Quinn having an address at 350 Arborshade Drive, Inwood, WV 25428 (“Grantor”), to the JEFFERSON COUNTY FARMLAND PROTECTION BOARD (“JCFPB”, “Grantee” or “Holder”), having its mailing address at P.O. Box 731, Charles Town, WV 25414, and with a right of enforcement to the United States of America (“United States”), acting by and through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (“NRCS” or “USDA-NRCS”) with its mailing address at 1550 Earl Core Road, Morgantown, WV 26505, acting on behalf of the Commodity Credit Corporation (CCC), as its interest appears herein, for the purpose of protecting the agricultural use and future viability, and related Conservation Values (hereinafter defined), by limiting nonagricultural uses. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 279.92 acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the “Protected Property”). The Protected Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County at Deed Book 186, Page 390, Deed Book 215, Page 381, Will Book 23, Page 382, and Will Book 23, Page 386.

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

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

WHEREAS, under the authority of the Agricultural Conservation Easement Program, the United States Department of Agriculture’s Natural Resources Conservation Service has provided \$559,500.00 to Grantee for the acquisition of this conservation easement entitling the United States to the rights identified herein;

WHEREAS, JCFPB has provided \$559,500.00 to purchase a conservation easement on 279.92 acres of the Protected Property;

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, on file at the office of Grantee and incorporated by reference (“Baseline Documentation”), which consists of reports, maps,

DEED OF CONSERVATION EASEMENT

photographs, and other documentation that the parties agree provide an accurate representation of the Protected Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

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

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

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

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

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

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

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

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

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

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

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

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

I. TERMS, CONDITIONS AND RESTRICTIONS

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

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

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

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

DEED OF CONSERVATION EASEMENT

Property and are consistent with the Conservation Values.

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

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

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

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

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

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Paragraph I.

DEED OF CONSERVATION EASEMENT

4. (*Agricultural Structures*) or Paragraph I.8. (*Residential Dwellings*); no other structures are permitted on the Protected Property.
- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Areas described in **Exhibit C** and shall be limited by the maximum square feet as described below in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).
 - (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
 - (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
 - (e) Non-agricultural commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
 - (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.
7. **Home Based Businesses.** Industrial or commercial activities on the Protected Property are prohibited except the following:
- (a) agricultural production and related uses conducted as described in the ALE Plan;
 - (b) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related Conservation Values of the Protected Property herein protected;
 - (c) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
 - (d) home-based businesses that do not require a Department of Environmental Protection permit to operate, provided that:
 - i. the occupation or business use is conducted entirely within the Single Residential Dwelling(s) (as described in **Exhibit B**) or appurtenances allowable under Paragraph I.8. (*Residential Dwellings*); and
 - ii. the use of the dwelling for the home-based business is clearly incidental and subordinate to the use of the dwelling for residential purposes.
8. **Residential Dwellings** Grantor and Grantee acknowledge the existence of Single Residential Dwelling(s) on the Protected Property as more fully described in **Exhibit B**. In addition, Grantor may construct additional Single Residential Dwelling(s) on the Protected Property, each to be located within a separate Building Envelope as indicated in **Exhibit D** (the "Retained Development Rights"). No other Single Residential Dwellings shall be constructed or placed on the Protected Property. All new or relocated structures and improvements must be located within the Building Envelopes, except for agricultural structures permitted herein under Paragraph I.4. (*Agricultural Structures*). The following conditions and restrictions shall apply:

DEED OF CONSERVATION EASEMENT

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

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

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

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

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

- (a) Impervious surfaces shall be defined as any material that covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, roofs, any area covered by permanent or nonpermanent structures, macadam and pavement, and gravel and stone driveways and parking areas.

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

- (b) The total surface coverage of the Protected Property by all impervious surfaces, including all Single Residential Dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways, and parking areas, but excluding NRCS-approved conservation practices, shall not exceed 243,866 square feet, which is less than 2% of the total Conservation Easement area. This limitation shall not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement

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

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

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

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

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

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

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

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

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

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

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

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

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

16. Roads. New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property, including providing access to the Retained Development Rights (**Exhibit D**) on the Protected Property. Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Paved roads are subject to the impervious surface limitations referenced above.

17. Fences. Existing fences may be maintained, repaired, and replaced and new fences may be built on the Protected Property as necessary for agricultural operations on the Protected

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

Property, including for customary management of livestock and to delineate the boundary of the Protected Property.

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

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

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

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

22. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds or the reasonable use of the available water of the Protected Property for agricultural purposes permitted by this Easement. Structures and facilities associated with irrigation, farm pond impoundment, or soil and water conservation on the Protected Property shall be considered to be intended for agricultural purposes. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall be conducted in accordance with Paragraph I. 12. (Surface Alteration) and the ALE Plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed two (2) acres in area.

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

II. GENERAL PROVISIONS

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

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

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

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

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

5. **Grantee's Remedies.**

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

(b) **Injunctive Relief.** The Grantee and its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Protected Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this paragraph (5. (b)) apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement,

DEED OF CONSERVATION EASEMENT

without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

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

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

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

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

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

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

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

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

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

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

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

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

10. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and the United States and its members, directors, officers, employees, agents, assigns, and contractors (collectively "Indemnified Parties") from and against all liabilities, fines, fees, penalties, costs, losses, damages, expenses, causes of action, suits, proceedings, claims, demands, judgments, and sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which Indemnified Parties

DEED OF CONSERVATION EASEMENT

may be subject or which Indemnified Parties may incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

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

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

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

Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of any Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

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

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee(s) and the United States stipulate that the appraised fair market value of the Easement is \$1,119,000. The Grantee contributed \$559,500.00, or fifty percent (50%), the United States contributed \$559,500, or fifty percent (50%) of the value. The appraised fair market value of the Easement (\$1,119,000.00) divided by the fair market value of the Protected Property unencumbered by the Easement (\$1,959,000.00) at the time of the creation of this Easement is hereinafter referred to as the "Proportionate Share." The Proportionate Share equals fifty-seven percent (57%) of the appraised fair market value of the Protected Property. The Proportionate Share will remain constant over time.

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

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee fifty percent (50%) of the Proportionate Share; and (b) to the United States, fifty percent (50%) of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

The Holder, JCFPB, contributed \$559,500.00, or fifty percent (50%) of the Grantee's contribution. The Grantee's Proportionate Share allocation shall be allotted on this basis for any extinguishment, termination, or condemnation value.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee and the United States, in writing, within fifteen (15) days of receipt of said notification.

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

The conveyance of this Easement gives rise to a property right immediately vested in the

DEED OF CONSERVATION EASEMENT

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

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

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

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

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

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

To Grantors: Rick E. Ware, Carolyn W. Voges, and Darlene W. Quinn
350 Arborshade Drive
Inwood, WV 25428

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

DEED OF CONSERVATION EASEMENT

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

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

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

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

19. **Other Provisions.**

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.
- (d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.
- (e) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
- (f) **Title Warranties.** Grantor warrants that the Grantor has good title to the Protected Property, that the Grantor has the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances other than those of record.
- (g) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming an part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the local grantee, the United States, or any successor or assignee will

DEED OF CONSERVATION EASEMENT

be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of “merger” or any other legal doctrine.

- (h) **Boundary Line Adjustments.** Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the entire Protected Property.

DEED OF CONSERVATION EASEMENT

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

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

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

Rick E. Ware

Signature

Date

GRANTOR:

Carolyn W. Voges

Signature

Date

GRANTOR:

Darlene W. Quinn

Signature

Date

DEPT
OF
PZ&E

DEED OF CONSERVATION EASEMENT

GRANTEE:

Jefferson County Farmland Protection Board

Signature

Date

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by **Rick E. Ware**

My commission expires: _____

Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by **Carolyn W. Voges**

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by **Darlene W. Quinn**

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairman on behalf of the **JCFPB**.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

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

DEED OF CONSERVATION EASEMENT

Exhibit A-1:- Legal Description of Property Subject to Easement

All that certain piece or parcel of land lying and being situate in the Charles Town and Middleway Districts of Jefferson County, West Virginia, being more particularly bounded and described as follows:

Farmland Protection Easement Tract

Beginning at a point in the centerline of West Virginia Route 6 (Darke Lane) at the common corner with lands now or formerly of Carolyn & Keith Voges; thence along the Voges land SOUTH 79 DEGREES 23 MINUTES 17 SECONDS EAST a distance of 543.81 FEET to a post; thence along the same and along lands now or formerly of Christian Samuelson NORTH 19 DEGREES 39 MINUTES 02 SECONDS EAST a distance of 661.36 FEET to an iron pin; thence along the Samuelson land NORTH 56 DEGREES 55 MINUTES 33 SECONDS WEST a distance of 565.33 FEET to a point in the centerline of said West Virginia Route 6; thence along the centerline NORTH 25 DEGREES 24 MINUTES 13 SECONDS EAST a distance of 282.50 FEET to a point at the common corner with lands now or formerly of Alfred W. Nichols; thence along the Nichols land and along lands now or formerly of Jennifer L. Moore, lands of James F. McGowen, and lands of Ware Family Round Oak Farm SOUTH 64 DEGREES 40 MINUTES 25 SECONDS EAST a distance of 3936.42 FEET to an existing iron pin; thence along the Ware Family land NORTH 27 DEGREES 32 MINUTES 07 SECONDS EAST a distance of 1689.32 FEET to an iron pin at the common corner with lands now or formerly of John S. Morris Jr.; thence along the Morris land SOUTH 63 DEGREES 24 MINUTES 12 SECONDS EAST a distance of 651.14 FEET to a post at the common corner with lands now or formerly of Roy Marcus Magaha Farm, Inc.; thence along the Magaha Farm land SOUTH 15 DEGREES 29 MINUTES 28 SECONDS WEST a distance of 2531.35 FEET to a stone; thence along the same NORTH 69 DEGREES 14 MINUTES 17 SECONDS WEST a distance of 214.85 FEET to a point; thence along the same SOUTH 16 DEGREES 21 MINUTES 09 SECONDS WEST a distance of 700.34 FEET to a point at the common corner of lands now or formerly of Lindberg; thence along the Lindberg land NORTH 68 DEGREES 29 MINUTES 56 SECONDS WEST a distance of 1491.96 FEET to a point; thence along the same SOUTH 22 DEGREES 06 MINUTES 31 SECONDS WEST a distance of 453.04 FEET to a point; thence along the same SOUTH 15 DEGREES 59 MINUTES 30 SECONDS WEST a distance of 659.04 FEET to a point; thence along the same SOUTH 12 DEGREES 06 MINUTES 58 SECONDS EAST a distance of 183.24 FEET to a point; thence along the same SOUTH 07 DEGREES 02 MINUTES 59 SECONDS WEST a distance of 229.44 FEET to a point at the common corner with lands now or formerly of Lowman; thence along the Lowman land and along lands now or formerly of Daniel NORTH 82 DEGREES 33 MINUTES 31 SECONDS WEST a distance of 390.72 FEET to a point; thence along the Daniel land and along lands now or formerly of Klein and lands of Unit Owners Association NORTH 71 DEGREES 16 MINUTES 22 SECONDS WEST a distance of 961.61 FEET to a point at the common corner with lands now or formerly of Joseph A. Ware Jr. et al; thence along the Ware et al land NORTH 22 DEGREES 06 MINUTES 13 SECONDS EAST a distance of 590.76 FEET to an iron pin; thence along the same NORTH 68 DEGREES 07 MINUTES 33 SECONDS WEST a distance of 772.17 FEET to a stone at the common corner of lands now or formerly of Richard H. Sanderson; thence along the Sanderson land and along land now or formerly of Anthony Husted NORTH 01 DEGREES 40 MINUTES 56 SECONDS WEST

DEED OF CONSERVATION EASEMENT

a distance of 823.98 FEET to an existing stone; thence along the Husted land NORTH 88 DEGREES 42 MINUTES 33 SECONDS WEST a distance of 455.86 FEET to an iron pin at the common corner of lands now or formerly of Robert C. Quinn; thence along the Quinn land NORTH 16 DEGREES 30 MINUTES 33 SECONDS EAST a distance of 580.48 FEET to a point; thence along the same NORTH 86 DEGREES 51 MINUTES 27 SECONDS WEST a distance of 453.35 FEET to a point in the centerline of said West Virginia Route 6; thence along the centerline NORTH 03 DEGREES 01 MINUTES 05 SECONDS EAST a distance of 730.95 FEET to the point and place of beginning and having an area of 279.927 Acres.

Title to which is in the name of Rick E. Ware, Carolyn W. Voges, and Darlene W. Quinn by documents as recorded in Jefferson County Will Book 23 at Page 386 (Middleway District Tax Map 16, Parcel 6) (Middleway District Tax Map 16, Parcel 7 and Charles Town District Tax Map 6, Parcel 6).

Property is subject to all that portion of West Virginia Route 6 road right-of-way that may fall within the above described Farmland Protection Easement Tract.

Property may be subject to a right-of-way granted to Potomac Edison as recorded in Deed Book 785 at page 393 and right-of-way granted to Northern Virginia Power Company as recorded in Deed Book 178 at Page 166.

Also, subject to a fifty-foot wide Access Easement beginning at West Virginia Route 6 (Darke Lane), running through lands described above as the Farmland Protection Easement, to the below described Retained Development Right Parcel. Location of the fifty-foot wide easement more fully shown on the below referenced "Farmland Protection Easement" plan.

DEED OF CONSERVATION EASEMENT

Exhibit B: Legal Description of Residential Dwellings(s) Subject to Easement

NONE – INTENTIONALLY OMITTED

DEED OF CONSERVATION EASEMENT

Exhibit D-1: Legal Description of Retained Development Right Subject to Easement

Retained Development Right Parcel

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

Beginning at an iron pin, said iron pin being located SOUTH 61 DEGREES 20 MINUTES 43 SECONDS EAST a distance of 1091.44 FEET from the point of beginning of the above described Farmland Conservation Easement; thence from the beginning iron pin and through lands of which this is a part SOUTH 74 DEGREES 58 MINUTES 38 SECONDS EAST a distance of 378.74 FEET to an iron pin; thence through the same SOUTH 15 DEGREES 01 MINUTES 22 SECONDS WEST a distance of 230.00 FEET to an iron pin; thence through the same NORTH 74 DEGREES 58 MINUTES 38 SECONDS WEST a distance of 378.74 FEET to an iron pin point; thence through the same NORTH 15 DEGREES 01 MINUTES 22 SECONDS EAST a distance of 230.00 FEET to a point; to the point and place of beginning and having an area of 2.000 Acres.

The total area of the Farmland Protection Easement is 279.927 Acres, which includes the 2.000 Acre Retained Development Right Parcel. These areas are more fully shown on a plan titled "Farmland Conservation Easement" as prepared by Keller Engineers, Inc., dated July 30, 2019, and indexed as Project Number 3964-3.

DEED OF CONSERVATION EASEMENT

Exhibit E: Extraction Area

NONE – INTENTIONALLY OMITTED

DEED OF CONSERVATION EASEMENT

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



Alexandra Beavher
Zoning Administrator
January 17, 2020

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Community Alternatives to Violence

Department or Organization:

Estimation of amount of time needed for appointment: 15 minutes, or can submit by email

Date Requested – 1st Choice: **ASAP**

4-30-2020

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

Date Requested – 2nd Choice: ASAP

Subject (*Wording to be placed on agenda*): **Saving Jefferson County ERJ costs**

Please provide the County Commission with a description of your request or presentation, including any background information: CAV is a Non-profit, licensed batter intervention program operating in Jefferson, Berkeley and Morgan counties. Most of our participants are court ordered to attend 32 weeks of group classes, each class lasting 1-1/2 hours. Our recidivism rate is 12%, meaning that out of 100 participants that complete the program, only 12 are rearrested on Domestic Violence charges. We derive our funds by participant fees, grants and fundraisers. The largest portion is from the participants, who are required to pay according to their income. The COVID-19 pandemic has altered everyone's lives, and CAV is no exception. We were not able to have our major fundraiser, we cannot hold group meetings, so have changed to Zoom for our groups, some of our participants have been laid off, some do not have the technical expertise or equipment to join via Zoom. So, our major source of income has been dramatically reduced. One of our immediate cost saving measures was to lay off our paid ED who has been replaced by a volunteer. We understand the DV arrests are up in Jefferson County, so we hope to be able to survive in order to continue to lower the rate of Domestic Violence in Jefferson County. We have also contacted Berkeley County with a similar request, see attached. In addition to Berkeley County, we have also applied to state, national and private originations.

Is this a funding request? Y/N Y
If so, how much? \$5,000

Provide exact financial impact/request: We have about 135 participants, men and women, in the whole program, which covers Morgan, Berkeley and Jefferson Counties. Not all of these persons are sent to our classes as a part of probation. A few come from DHHR and through Family Protection Act Orders. This makes the data sorting difficult, but here is our best estimate.

In calendar year 2019, approximately 20 Jefferson Countians completed our program. For each completer, the jail sentence avoided was (conservatively) 30 days. As noted, some of the participants are not avoiding a jail sentence by completing our program. In 2019, none of the Jefferson County participants were referred by DHHR, although some did have Family Protection Orders. After taking those out, we are left with some 18 participants who paid us for their classes and did NOT spend 30 days in jail as a result. I believe the estimate of daily jail costs is \$48.25 in Jefferson County. 30 days x 48.25 x 18 equals, conservatively speaking, \$26,000 CAV saved the County in jail bills in 2019.

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

I move the Jefferson County Commission grant CAV \$5,000 in emergency funding so that a Licensed Batter Intervention Program will be available to our judicial system, to save the county money in 2020.

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

1. If not attached, explain: **WDVM Evening Broadcast, 25 March 2020**

https://www.washingtonpost.com/local/domestic-violence-will-increase-during-coronavirus-quarantines-and-stay-at-home-orders-experts-warn/2020/03/26/04e63d6a-6d37-11ea-b148-e4ce3fbd85b5_story.html

2. **A nationwide network of BIPP's has formed under the umbrella named Aquilla. They have amassed data regarding recidivism: <https://www.biscmi.org/aquila/positive-effects-of-bips/> . Specifically the following: <https://www.biscmi.org/wp-content/uploads/2015/05/BIP-Effectiveness-1.pdf> . As a conservative approach, we used a 20% improvement in recidivism for those who completed the program over those not assigned.**

3. Copy of email sent to Berkeley County on April 3, 2020 from Larry Scholtz, Board President:

Dear Mr. Davis:

Yesterday, I appeared before the Council to request emergency funding to help our organization weather the storm of this pandemic. As you may know, we are a small 501(c)(3) organization which provides intervention and prevention services to the courts in the arena of Domestic Violence.

What CAV does is take men (and some women) convicted of DV crimes through a state licensed curriculum of confronting the beliefs which cause this scourge on our communities. The program lasts 8 months. The people who complete our classes, our statistics show, do not re-offend for the next 3 years, with few exceptions. This program is not perfect, but it is far superior, in terms of results, to incarceration.

Since the onset of the pandemic we have had to switch to web based, virtual meetings using a video conferencing app. This has resulted in missed classes due to lack of devices and/or skills by some participants. Moreover, the usual practice was for participants to pay in person, in class, so revenues have dipped very sharply, because often our participants do

not have bank accounts or credit cards with which to pay online. We have one full time and 2 part time employees. We have only enough funds to make it through the end of April, so we laid off our fulltime employee, effective today, to preserve our options.

What the Council has asked me to do is explain to you the "value-added" provided by our organization to Berkeley County.

We have about 135 participants, men and women, in the whole program, which covers Morgan Berkeley and Jefferson Counties. Not all of these persons are sent to our classes as a part of probation. A few come from DHHR and through Family Protection Act Orders. This makes the data sorting difficult, but here is our best estimate.

In calendar year 2019, approximately 52 Berkeley Countians completed our program. For each completer, the jail sentence avoided was (conservatively) 30 days. As noted, some of the participants are not avoiding a jail sentence by completing our program. After taking those out, we are left with some 40 participants who paid us for their classes and did NOT spend 30 days in jail as a result. I believe the estimate of daily jail costs I heard yesterday was \$48.25 in Berkeley County. 30 days x 48.25 x 40 equals, conservatively speaking, \$57,900 CAV saved the County in jail bills in 2019.

We do not expect the County to fund our organization's regular business, though you have been generous with us in the past. But as you know, the state and national pandemic emergencies have severely disrupted our usual business model. Naturally, we are reaching out to state federal and private organizations for help as well. What we need for the moment is a few months of security from inability to make payroll. \$10,000 should suffice to make the next 2 months payrolls secure, so as to give the aid which we believe is coming a chance to arrive.

I will be happy to speak with you further about this matter, or answer any further questions you have. If there is an application which must be filled out, please forward the same to my attention at this email.. Thank you very much.

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

Contact information : Darlene Truman

Email address: Darlenetruman@comcast.net

Phone Number: 304-582-8194

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

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: **April 16, 2020**

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 EEOC Charge #533-2017-00706 & #533-2019-01397. Discussion/Action.
3. Discussion of Jefferson County Circuit Court Civil Action #19-P-69. Discussion/Action.
4. Discussion of WV Supreme Court #19-0412 (from Jefferson County Circuit Court Civil Action #17-C-282). Discussion/Action.
5. Discussion of WV Supreme Court #20-0012 (from Jefferson County Circuit Court Civil Action #19-AA-1). Discussion/Action.
6. Report by counsel as previously assigned by Commission: creation of Jefferson County Fire Board, Jefferson County Emergency Ambulance Service Board, and organization of Jefferson County Emergency Services Agency; including potential structure, financial issues and matters related thereto.
7. Discussion of Jefferson County Circuit Court Civil Action #17-C-174. Discussion/Action.
8. Discussion of Jefferson County Circuit Court Civil Action #20-C-26. Discussion/Action.
9. Review and report on aspects of county policies and local government/component/agency/department involvement based on the C-19 crisis. 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

--



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: **April 30, 2020**

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*):

- **Discuss Jefferson County Declaration and related issues - Discussion/Action**
- **Discussion of \$100,000 Block Grant - Discussion/Action**
- **Formation of Jefferson County COVID -19 Response Task Force - 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.](#)



Quarterly Report

January 1, 2020– March 31, 2020

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 programming - ongoing
- c. *Jefferson County Historic Preservation Fund* Campaign - ongoing
- d. WV GeoExplorer project – sponsor and coordinate - ongoing
- e. Duffields Depot –building stabilization - ongoing
- f. Concept Plan reviews in conjunction with JC Planning Department - ongoing
- g. Hosting an AmeriCorps Member – McKenzie Hitchcock - ongoing
- h. Verification of JCHLC historic sites inventory data - ongoing
- i. Designation of JC Landmark – *Rose Lawn*
- j. Text amendment to Zoning Ordinance Sub-Regulations to include - Delay of Demolition Ordinance - ongoing
- k. Designation of NR Landmark – *McMurrin Farm* - Now on review at SHPO
- l. Designation of NR Landmark – *The Rocks*- Now on review at SHPO
- m. Designating the *Jefferson County Courthouse*, as a National Historic Landmark – awaiting NHL Committee review
- n. Design guidelines for Middleway – on review
- o. *Duffields Depot* brochure
- p. Rt. 340 mitigation - includes hiring a contractor to produce four NR nominations
- q. Designation of three barns as JC Landmarks – *Altona, Boidestone, Clay Hill*

2. Projects Completed

- a. Renewed MOU with Shepherd University
- b. Changed name of endowment fund to *Jefferson County Historic Preservation Fund*

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, May 7th, 2020 or as soon thereafter as the Commission may decide:

Jefferson County Emergency Services Agency Board - one three-year term for Citizen Representative, ending June 30, 2023.

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

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

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

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

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, no later than 12:00 p.m. the Monday prior to the proposed appointment. Applications received after the deadline will not be considered.

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, May 7th, 2020, or as soon thereafter as the Commission may decide:

Historic Landmarks Committee - one unexpired term ending March 6, 2021 and one unexpired term ending March 6, 2023.

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

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

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



April 17, 2020

Jefferson County Commission
PO Box 250
Charles Town, WV 25414

To the Jefferson County Commission,

The by-laws of the Jefferson County Historic Landmarks Commission (JCHLC) require that the Jefferson County Commission and West Virginia State Historic Preservation Office be notified when the Landmarks Commission designates additional structures or sites as historic landmarks. At its April 8, 2020 meeting, the Landmarks Commission voted to add one historic structure to the list of Jefferson County Historic Landmarks.

Rose Lawn (Criteria C)

Enclosed is JCHLC's nomination report for this property, including photographs. These are provided for your review, though no action is required by the Jefferson County Commission. A duplicate of the nomination report has been sent to the WV State Historic Preservation Office in Charleston.

If you have any questions regarding these reports, please do not hesitate to contact me at (304) 876-3883 or email me at martinburke@frontiernet.net

Respectfully,

Martin Burke

Martin Burke
Chair

Jefferson County Landmarks Nomination Report

Rose Lawn



Figure 1. Rose Lawn House 2020

Legal Description:

Jefferson County 911 address:
365 Van Clevesville Road
Kearneysville, WV 25430
Parcel ID: 07 1000500000000

Physical Description:

The property now known as Rose Lawn is located on the west side of Van Clevesville Road, Jefferson County, West Virginia. The property measures 4.7 acres and consists of an historic house and surrounding lawn. Associated outbuildings visible from the public road were once part of the larger Rose Hill farmstead but are no longer included in the smaller tract subject of this nomination. The house is currently a private residence.

Historic Description:

(As documented by Edie Wallace of Paula Reed Associates):

Originally the land was part of property begins with the Fairfax grant of 570 acres to Nicholas Lemen in 1756. The tract began at “a Locust Standing in the Barrens on a Hill and on the North Side of the Waggon Road that Leads from Shennandoah to Opeckon a Comer to the Land Surveyed for Nicholas Mercer.” Also “crossing the Waggon Road that Leads from Potowmack to Winchester.”

When Nicholas Lemen died in 1761, he devised his land to be divided between his two oldest sons, John and Robert Lemen (FC WB 2/489). According to a later deed, Robert Lemen (spelled Lemmen) sold 164 acres to John Duke in April 1765 (as referenced in JC DB 12/386).

1787 BC Land Tax – John Duke assessed for 164 acres.

After John Duke’s death, the tract was sold to James Kearney by Robert Duke, executor for the estate (as referenced in JC DB 12/386).

John Duke was not listed in the 1791 BC tax record, but neither was James Kearney.

1798 BC Land Tax – James Kearney was assessed for 2 ½ lots (Shepherdstown), 268 acres, and 346 acres.

1798 BC House & Slave Tax – James “Kerny” was assessed for 3 houses in Shepherdstown, occupied by “Tally” (157.50), Capt. Bailey (367.50), and Christian Orendorf (630.00). Kerny himself occupied one of his country houses valued at 630.00, and the other valued at 210.00 was occupied by Thomas Tabb.

1798 BC Personal Property Tax- James Kearney assessed for 2 white males over 16

In April 1805, James Kearney sold 123 acres of the tract to his son Anthony Kearney for £1,000 (JC DB 2/429).

1815 Special House Tax:

James Kearny was assessed for a house valued at \$400 (over the \$500 minimum)

Anthony Kearney was not assessed for a house – his house may have been valued under \$500 (see below). He was, at least for the year 1815 in possession of an Ordinary License and may have been operating the nearby Walper’s Tavern.

1820 Land Tax – Anthony Kearney assessed for 150 acres with \$100 building value, \$4,200 total value.

Anthony Kearney sold 120 acres to his son William Kearney in 1816 for £1,000, the same price he bought it for from James, but William did not get the improvements and was not assessed for the tract until 1824 (JC DB 12/386).

1824 Land Tax:

Anthony Kearney assessed for 32 acres, \$100 building value, \$896 total value William Kearney assessed for 120 acres, \$0 building value, \$2,360 total value

By 1825, William Kearney had died, and his land partitioned among his heirs. Among them,

his daughter Elizabeth Glover, wife of Lewis Glover, received two tracts of about 81 and 15 acres (as described in a later deed).

1830 Land Tax – Lewis Glover (of Frederick Co.) was assessed for 94 acres with a building value of \$200, total value \$2,062.

1831 Land Tax – building assessment rose to \$280 without comment

In 1832, Lewis and Elizabeth Glover sold the two tracts of “about 100 acres” to Minor Hurst for \$3,395 (JC DB 18/103). Hurst sold the two tracts (81 and 15 acres) to Uriah B. Kerney in 1834 (JC DB 20/143).

1835 Land Tax – Uriah B. Kerney was assessed for 96 acres with a building value of \$280 and the comment “2 a. more on resurvey.”

Uriah B. Kerney was the youngest son of Anthony Kearney, and brother of William. This was U.B. Kerney’s only land for several years so presumably this is where he lived. About 1840, he improved his living condition with a new house.

1841 Land Tax – 90 ¼ acres, \$1,500 building value with the comment “\$1,200 added for new brick house”

In 1850, Uriah B. Kerney married Maria Hunsicker. It was a second marriage, so they recorded an agreement that she would forego her dower right in lieu of a \$200 annual payment, which “shall be a lien upon the tract or parcel of land in Jefferson County, Virginia upon which he now resides purchased from Minor Hurst and adjoining the lands of John Walper, William Butler’s heirs and containing about 100 acres” (JC DB 33/349). The 1850 census listed Uriah Kerney as 50 years old, a Farmer, with his wife Maria, age 34, her daughter Maria Hunsicker, age 9, and Uriah’s adult children John K. (20) and Sarah S. (18). Kerney’s real estate was valued at \$19,000 by the census-taker.

Whether U.B. Kerney called the house “Rose Lawn” is unknown. On the 1852 Brown map it is simply labeled “Uriah B. Kerney.” Kerney also owned the farm known as “Big Spring” or “Southwood,” but it appears that was an investment or plan for his children’s inheritance. Kerney wrote his will in 1859 and died in 1860. He devised the Southwood farm to his son John and daughter Elizabeth. He devised his “remaining land...including my home farm” to his son James Wm. Kerney, who was under the age of 21 at the time, along with all the household goods and furniture. James W. Kerney allowed his daughter, Elizabeth, to stay “in the room in the mansion house she now occupies” as long as she stayed unmarried (JC WB 16/168). James and Elizabeth were probably children of his second marriage.

Kerney also emancipated his eight slaves: John Comegys, Ann Mason & son, George Washington, Isabella Washington and her infant daughter Sally, Helen Washington, and Julia Washington, providing \$200 to “remove to a free state...preferably to Perryville, Indiana” (JC WB 16/168). On the 1860 census, Isabella, Helen, and Sally (age 2), were still living in the household of John K. Kerney.

In 1873, Rose Lawn passed out of the Kerney family when James W. Kerney sold it to George L. Hoffman (JC DB A/124). The Hoffman family owned the farm for nearly 100 years, increasing its size to 166 acres, and calling it “Rose Lawn Farm” in their 1960 conveyance to Homer and Georgia McKee (JC DB 240/348). In 2001, their daughter, Sandra McKee, sold a

4.7-acre tract including the house but no outbuildings, to Ioanna E. Ramsay (DB 947/687).

Neal Randell and Amanda Reed acquired the 4.7-acre tract in 2016 and are its current owners (JC DB 1179/137).

Historic Resource:

(as described by architectural historian John Allen):

The main house, built in 1840, is a three bay, center-entry structure with paired, end-chimneys. This large, 2-story brick house is laid in 5:1 bond. Both central bays on the front elevation have sidelights. Detailing such as the wooden end-block window lintils place the construction date in the mid-19th century.

In addition to the house, the 4.7-acre tract adjoins property containing numerous historic structures, once part of the larger farmstead. Such structures as the frame meathouse/icehouse, frame bank bam, and chicken house make up a fine visual agricultural landscape, though these supporting structures are longer part the 4.7-acre tract of this nomination.

Nomination Criteria:

The JCHLC nominates this property under Criteria C for inclusion on the list of registered county landmarks. Criteria C states that a site may be nominated if, in the opinion of the JCHLC, it embodies the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values. The property owners, Neal Randell and Amanda Reed, have agreed to have their property listed as Jefferson County Historic Landmark.

Nomination Action:

The JCHLC voted unanimously to add Rose Lawn, under Criteria C, to the rolls of registered Jefferson County Historic Landmarks on April 8,

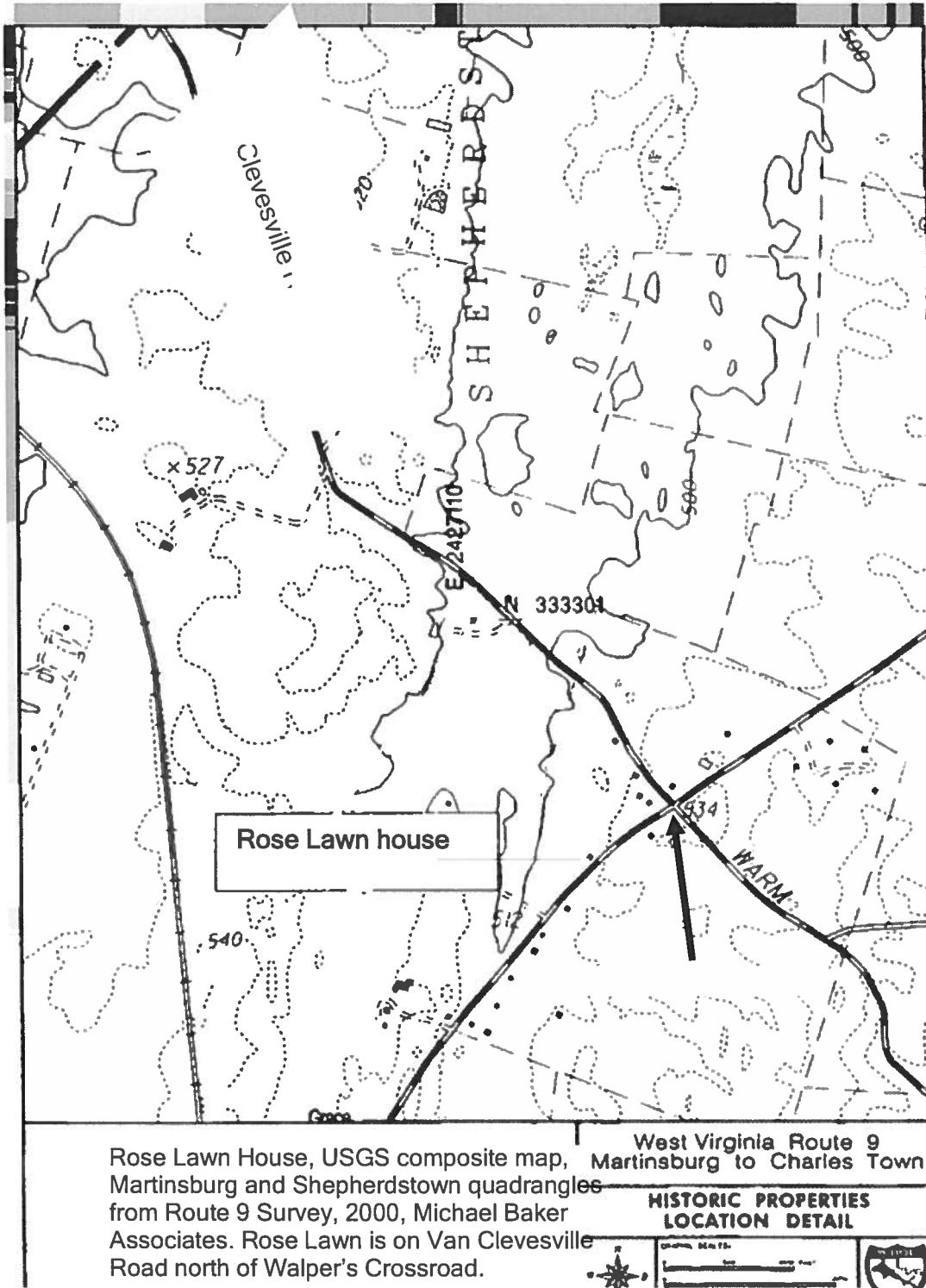


Figure 2. Rose Lawn House, USGS composite map, Martinsburg and Shepherdstown quadrangles from Route 9 Survey, 2000, Michael Baker Associates.

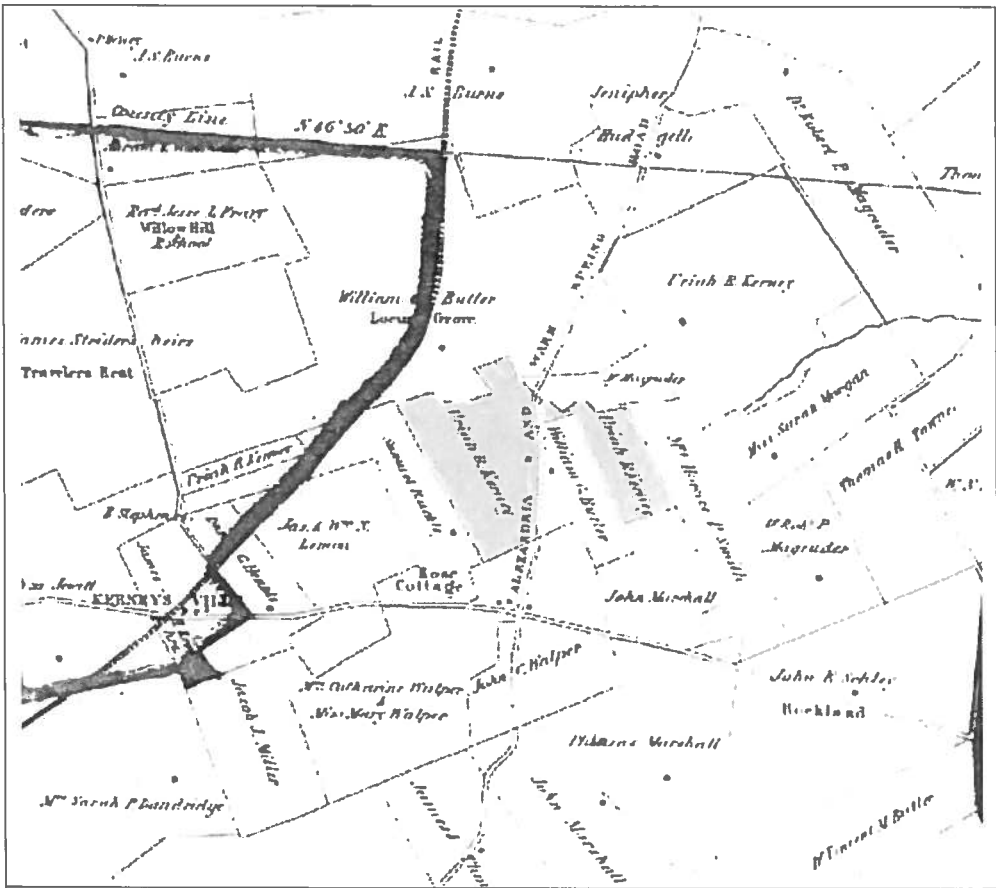


Figure 3. Portion of Samuel Howell Brown's 1852 map of Jefferson County showing the land area comprising the Rose Lawn Farm of Uriah B. Kerney. (Image and caption from KellyLinn Rudolph, West Virginia Historic Property Inventory Form, JF-0082, 2000, n.p.).

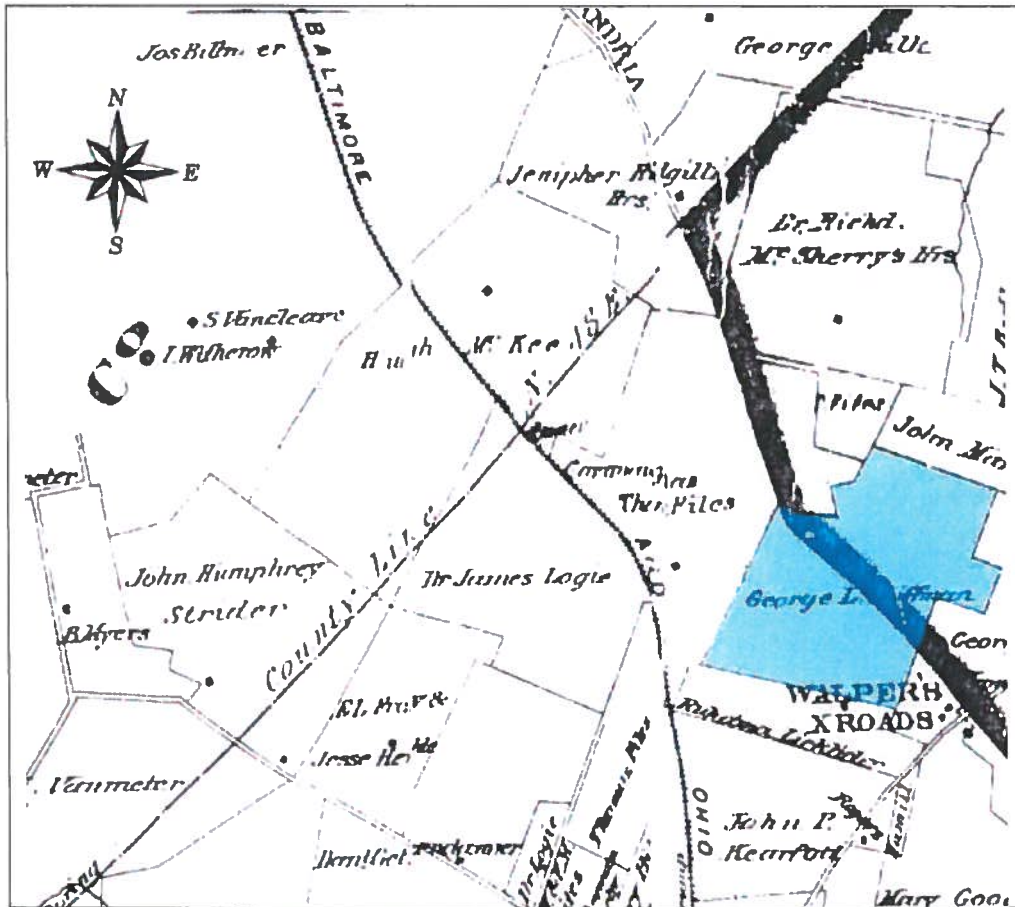


Figure 4. Portion of Samuel Howell Brown's 1883 map of Jefferson County showing the land area comprising the Rose Lawn Farm of George L. Hoffman. (Image and caption from KellyLinn Rudolph, West Virginia Historic Property Inventory Form, JF-0082, 2000, n.p.).

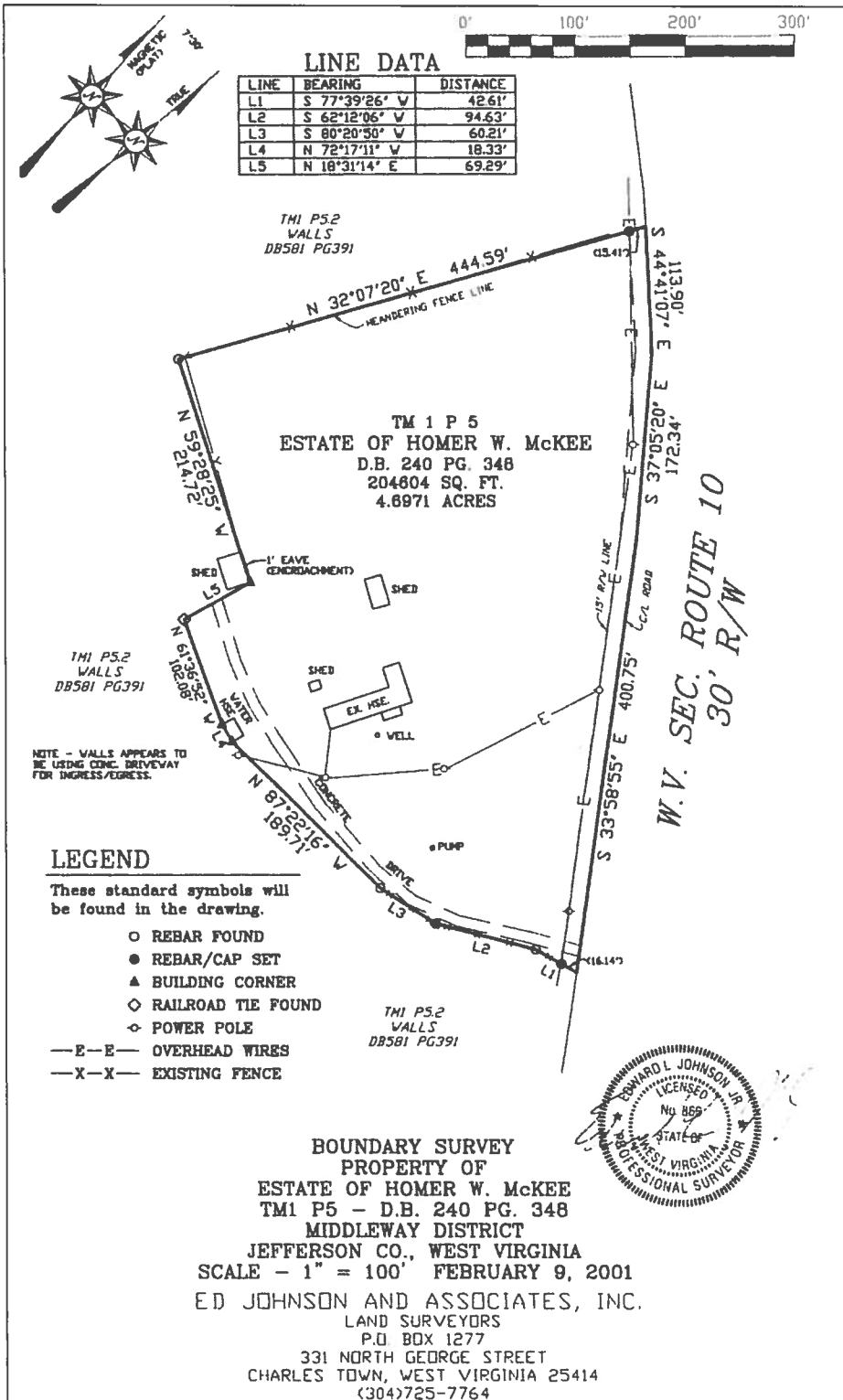
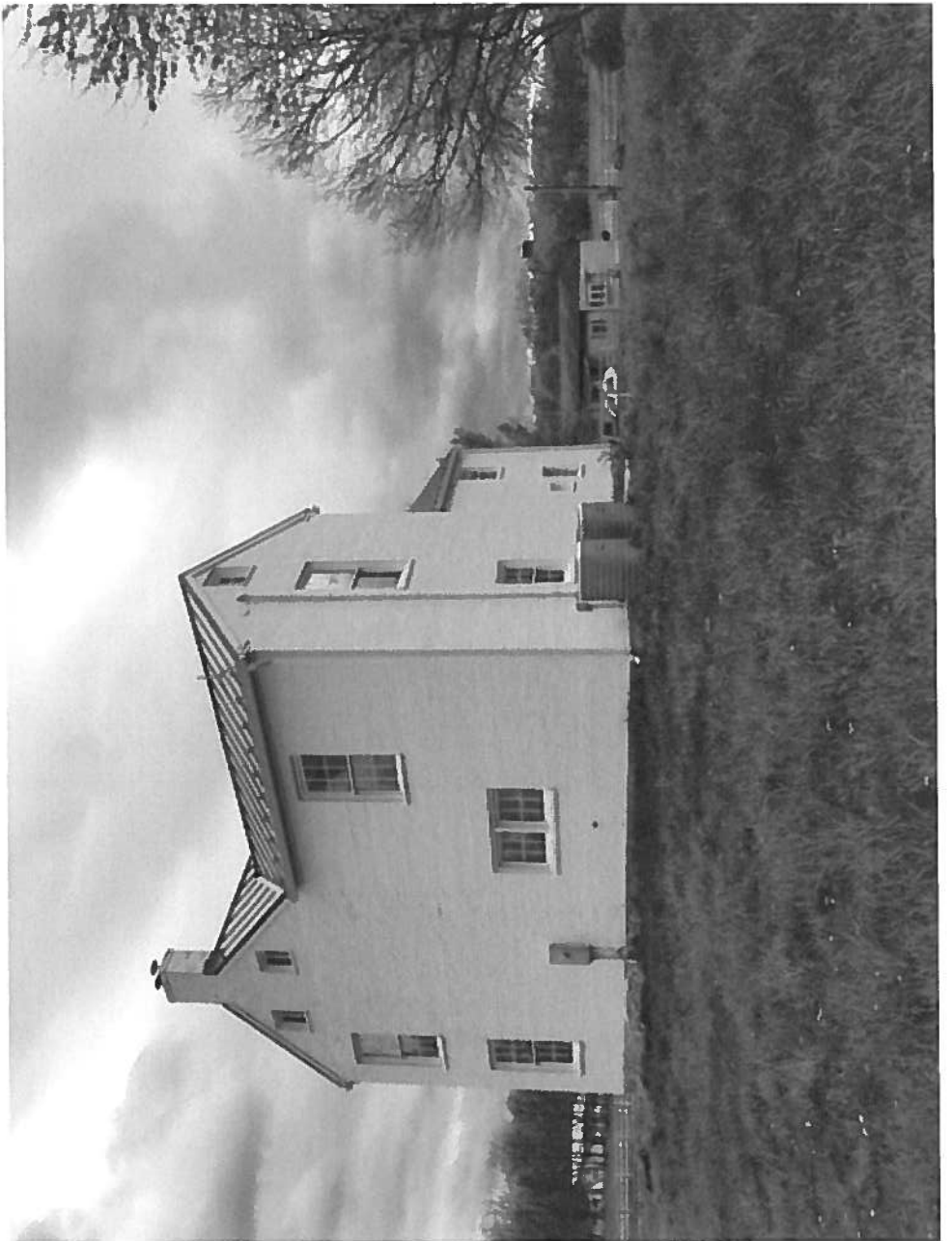
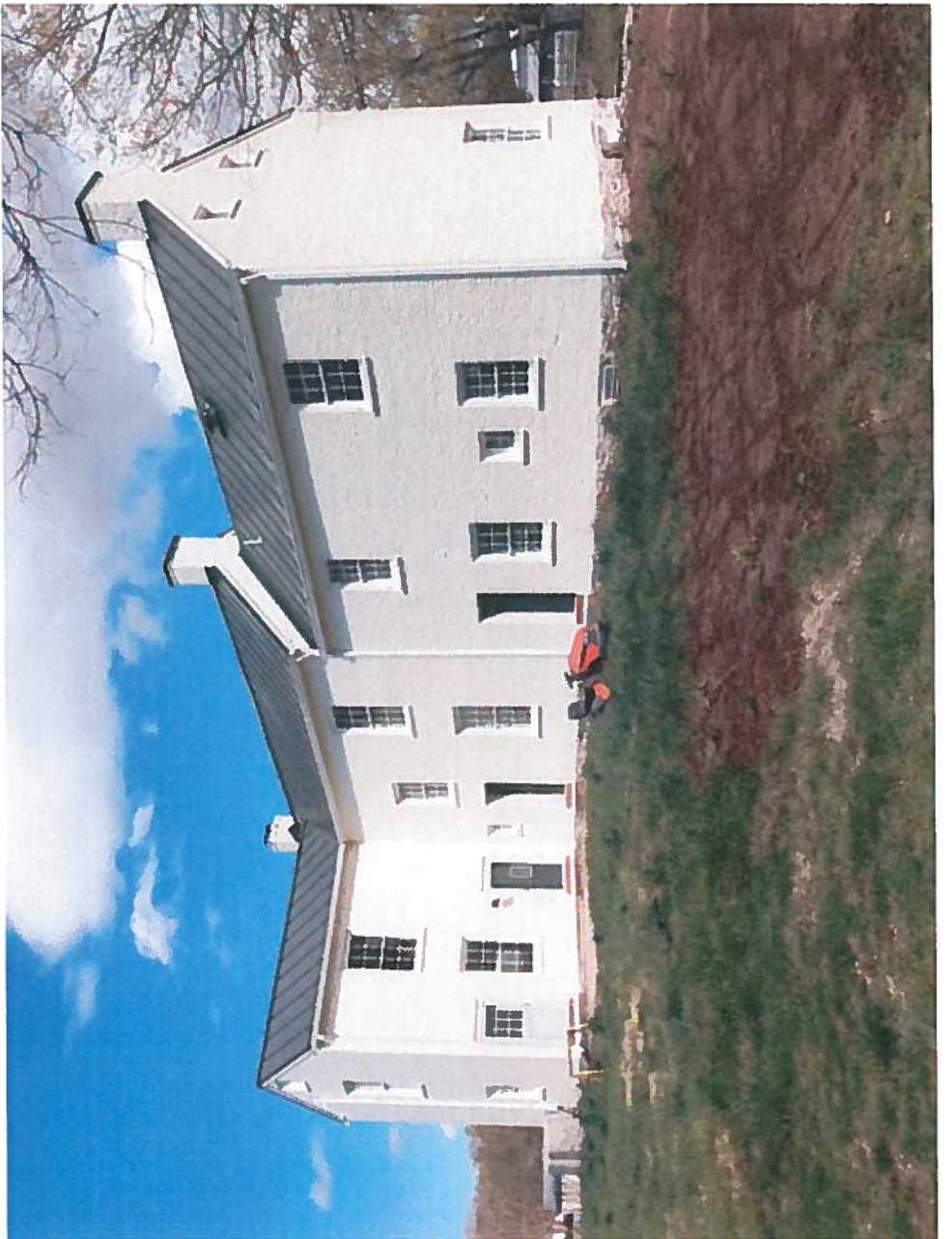


Figure 5. Current plat of 4.7-acre Rose Lawn property (JC DB 240/348). Plat depicts property of this nomination.





From: David Tabb <sssi27@yahoo.com>
Sent: Wednesday, April 15, 2020 11:48 AM
To: JCCInfo
Subject: Public comment April 16, 2020 JCC Meeting

Public Comment for Jefferson County Commission meeting April 16, 2020

I, David Tabb, a lifelong resident/taxpayer protests the Jefferson County Commission (JCC) hindering residents tax payers from the recorded public comment.

The JCC has yet to respond to my March 16, 2020 FOIA request of the twelve (12) architects submitted RFQ. This was a bid process, once opened, the bids become public information. Imagine how many things the JCC, Jefferson County Administrator, Jefferson County Prosecuting Attorney, and the Court system have done behind the Jefferson County residents' taxpayers back. Yeah, its millions.

The Jefferson County School Board is no better. There has be millions of dollars of food gone to waste across the nation. The Jefferson County School Board started out with good intentions; now, over a month of no food distributions. Some families were called on Monday (April 13, 2020) so that they could pick up food (April 14, 2020) at the school. This was a limited variety of items. Keep in mind the school budget is over 120 million dollars per year. The businesses pay double and the property owners have already paid for the food and services needed to educate, feed and monitor the needs of our youngest population. The JCC will say they have nothing to do with the schools, but that's wrong. The JCC allowed a special election for excess levy within the ballot that states: If any money is received, even if unconstitutional, the school board can keep it. Over the last five (5) years the school board received an additional 10 million dollars, over the ballot request.

The JCC is to assist with the residents needs including the youth of this county.

Within the April 16, 2020 meeting agenda, under "New Business, Item 6: Revised 2020 Holiday Schedule". The JCC is apparently going to update their holiday schedule. Will the holiday schedule include a tax-free month for business owners and those who do not get scheduled holiday paid?

The next agenda item is the letter to the Governor concerning reimbursement of CoVid-19. Really? The JCC has already been paid by the taxpayer. The taxpayer is the one who needs reimbursement. The JCC wasted millions on their "pet projects" instead of being prepared. Its past time to call out the elected officials for not being prepared for any type of emergency situation.

The volunteers are the only ones who we can count on. It's not our local government. Maybe, at a time in history, the volunteers should be put in charge instead of our elected officials. The JCC has done nothing to help! So, you know, I did ask and the answer was "that's not our job". Wow....

The election will come at some point. Ask the candidates and elected officials "What is your job?".

Thanks to the volunteers. Do what you can for others and hold the government accountable.

Stay safe and have a nice day.

Sandra McDonald

From: David Tabb <sssi27@yahoo.com>
Sent: Tuesday, April 21, 2020 8:57 AM
To: JCCInfo
Subject: Public Comment for Special Jefferson County Commission Meeting April 21, 2020

Public Comment for Special Jefferson County Commission Meeting April 21, 2020

I, David Tabb, a lifelong resident/taxpayer protests the Jefferson County Commission (JCC) hindering residents' taxpayers from the recorded public comment and from attending this special commission meeting.

The special laying of the levy rates has not been posted through out the process and due to the CoVid-19 virus hindering the ability of resident taxpayers to access the levy rate information. Not all taxpayers have the ability or the convenience to research the levy rate information online that effect's their taxation for the next year. The JCC has the responsibility to notify by print, in the same form as tax bills, and required to be distributed. It is mandated that the taxpayer be informed so they can budget for the taxes over the next year. The State Auditor notified the County Commission of the requirements and procedures. This is required by law. The JCC is required to notify the taxpayer. The JCC has had plenty of time to notify the taxpayers of the procedure and rates that they will be charged for the next fiscal year.

To lay the levy without the taxpayer's knowledge, is not only wrong, it hinges on the verge of being illegal.

Stay safe from the virus and taxation. Have a nice day.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Byrd E. White, III
Secretary of Transportation/
Commissioner of Highways

April 20, 2020

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

To Whom It May Concern:

The Statewide Transportation Improvement Program (STIP) is a financially constrained document required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures for federal fiscal years 2016-2021. One of the requirements to funding any project with FHWA or FTA funds is that each proposed project undergoes a public "review and comment period." Therefore, additions or deletions to the STIP and certain changes to projects currently in the STIP must meet this requirement before federal funds can be obtained. Accordingly, I am again requesting your assistance in making available (to anyone who wishes to review them) the attached listing of proposed amendments to the approved 2016-2021 STIP.

All written comments are to be received no later than April 30, 2020 and should be addressed to:

Ryland Wayne Musick, Jr., Ph.D., P. E.
Deputy State Highway Engineer –
Planning, Programming, and Strategic Performance Management
West Virginia Division of Highways
1900 Kanawha Boulevard East, Room A-148
Charleston, West Virginia 25305-0430

Thank you for your assistance with this matter. Should you need additional information, please feel free to contact my office at (304) 414-5295.

Sincerely,

Ryland Wayne Musick, Jr., Ph.D., P. E.
Deputy State Highway Engineer –
Planning, Programming, and Strategic Performance
Management

RWM, Jr.:EMM:l

Attachment

cc: Mrs. Chandra Inglis-Smith, Federal Highway Administration – w/ attachment
Ms. Terry Garcia Crews, Federal Transit Administration – w/ attachment

bcc: HP, PP

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2020-2025
PROGRAM AMENDMENT**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
BOONE	2020	1		6/28/2020	STP	CON	NA999	ROCK CREEK I/C - NEW ACCESS RD	CONSTRUCT NEW ACCESS RD	X303 119 1515 03	STP1199053D	\$5,200,000	\$6,500,000	(\$800,000)
2020-2025 AMD 2 - ADD NEW PROJECT														
CABELL	2020	2		6/28/2020	STP-TMA	CON	NA999	COLUMBIA AVE HAL GREER BLVD	PEDESTRIAN CROSSING	U306 HALGR 1 00	STBG2018204DTC	\$750,000	\$750,000	\$0
2020-2025 AMD 2 - CANCEL PROJECT, MOVED INTO U30610171800														
CABELL	2020	2		4/28/2020	STP-TMA	ENG	NA999	ST CLOUD COMMONS	DESIGN PLAYGROUND	U306 HUNTI 2 00	STBG2019190D	\$20,000	\$25,000	\$0
2020-2025 AMD 2 - CANCEL PROJECT, WORK BEING DONE WITH S306-ALL/PG-1 00														
HANCOCK	2020	6		6/28/2020	HSIP	CON	US030	LINCOLN HIGHWAYS HFST *1	RESURFACE (HFST)	S315 30 00119 00	HSIP0030047D	\$456,300	\$507,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
HARRISON	2020	4		4/28/2020	HSIP	ENG	NA999	2019 RDWAY DEPART IMPROV PROJ C-10	RDWAY DEPARTMENTURE ASSESSMENT	S317 RDWAY 1 00	HSIP2019180D	\$216,000	\$240,000	\$0
2020-2025 AMD 2 - ADD PROJECT BACK INTO NEW STIP TO FFY 2020														
HARRISON	2020	4		4/28/2020	HSIP	CON	US050	DAVISSON RUN RD EB HFST	HFST TREATMENT	S317 50 1072 00	HSIP0050373D	\$345,600	\$384,000	\$0
2020-2025 AMD 2 - CANCEL PROJECT														
JEFFERSON	2020	5		4/28/2020	NHPP	ENG	US340	VA LINE-CHARLES TOWN RD MITIGATION	COMPENSATORY MITIGATION	U319 340 00000 01	NHPP0340068D	\$248,000	\$310,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
KANAWHA	2020	1		4/8/2020	HSIP	OTHER	NA	2020 TMC OPERATING BUDGET	OPERATING BUDGET 2020-2021	T620 TMCOP 1 00	HSIP2020061D	\$1,944,000	\$2,160,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
MARSHALL	2020	6		12/28/2019	NHPP	ENG	WV002	KENT - FRANKLIN WETLAND MITIGATION	COMPENSATORY MITIGATION	U326 2 450 04	NHPP002606D	\$4,000,000	\$5,000,000	\$0
2020-2025 AMD 2 - DELETE PROJECT, NOT NEEDED														
MASON	2020	1		4/28/2020	HSIP	ENG	NA999	2019 RDWAY DEPART IMPROV PROJ A-6	RDWAY DEPARTMENTURE ASSESSMENT	S327 RDWAY 1 00	HSIP2019177D	\$216,000	\$240,000	\$0
2020-2025 AMD 2 - ADD PROJECT BACK INTO NEW STIP TO FFY 2020														
MERCER	2020	10		4/28/2020	HSIP	ENG	NA999	2019 RDWAY DEPART IMPROV PROJ E-5	RDWAY DEPARTMENTURE ASSESSMENT	S328 RDWAY 1 00	HSIP2019178D	\$216,000	\$240,000	\$0
2020-2025 AMD 2 - ADD PROJECT BACK INTO NEW STIP TO FFY 2020														
MINGO	2020	2		4/28/2020	NHPP	ROW	US052	MTN VIEW TO GILBERT (GO BOND)	PAVE 2LN ON 4LN CONST GILBERT CONN	U330 52 3970 05	NHPP0052342D	\$1,920,000	\$2,400,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
MINGO	2020	2		7/28/2020	NHPP	CON	US052	MTN VIEW TO GILBERT (GO BOND)	PAVE 2LN ON 4LN CONST GILBERT CONN	U330 52 3970 05	NFA2317028	\$0	\$40,000,000	\$0
2020-2025 AMD 2 - ADD NEW BOND PROJECT														

AMENDMENT # 2 - PUBLIC COMMENT

Print Date: 4/16/2020

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2020-2025
PROGRAM AMENDMENT**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
MONONGALIA	2021	4		4/28/2021	NRT	CON	NA989	STAR CITY TRAIL CONNECTOR	CONSTRUCT TRAIL	331 STARC 06800 0	NRT2015041D	\$73,600	\$92,000	\$0
2020-2025 AMD 2 - ADD PROJECT BACK INTO NEW STIP TO FFY 2020														
MONONGALIA	2020	4		6/28/2020	NHPP	CON	US019	UNIVERSITY AVE - CAMPUS DR	WIDEN ROADWAY	U331 19 01144 00	NHPP0019481D	\$4,880,000	\$6,100,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
MONONGALIA	2021	4		6/28/2021	STP	CON	CO059	VAN VOORHIS RD WIDENING	WIDEN, IMPROVE DRAINAGE, ADD SIDEWALKS	U331 059 00000 00	NFA2317023D	\$12,000,000	\$15,000,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
MORGAN	2021	5		10/28/2020	NHPP	ENG	US522	BERKELEY SPRINGS BYPASS MITIGATION	COMPENSATORY MITIGATION	U333 522 1192 03	NHPP0522044D	\$9,120,000	\$11,400,000	\$9,120,000
2020-2025 AMD 2 - ADD NEW PROJECT														
MORGAN	2021	5		12/28/2020	OTHER	CON	US522	FAIRVIEW CONNECTOR (GO BOND 2/3)	MODIFY I/C	U333 522 1192 06	NFA2317233D	\$0	\$5,400,000	\$0
2020-2025 AMD 2 - ADD NEW BOND PROJECT														
MORGAN	2020	5		7/28/2020	OTHER	CON	US522	NORTHERN CONN (GO BOND 2/3)	RELOCATE AND ADD TRAVEL LANES	U333 522 1192 04	NFA2317232D	\$0	\$40,500,000	\$0
2020-2025 AMD 2 - ADD NEW BOND PROJECT														
NICHOLAS	2020	9		9/28/2020	HSIP	CON	US019	MT LOOKOUT I/S WARNING SIGNS	INST ADVANCE I/S WARNING SIGNS	U334 19 138 00	HSPG0019479D	\$75,000	\$75,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
RALEIGH	2020	10		5/28/2020	OTHER	CON	1064	I-77-AIRPORT RD (GO BOND 1)	SLAB REPAIR, DIAMOND GRINDING	S341 64 12070 00	NFA2317031	\$0	\$5,800,000	\$0
2020-2025 AMD 2 - ADD NEW BOND PROJECT														
ROANE	2020	3		5/28/2020	HWI	CON	1079	AMMA - CO 29 O/P (SPLIT FUNDED)	RESURFACE	S344 79 02549 00	NHPP0792199	\$12,781,551	\$14,201,723	\$12,781,551
2020-2025 AMD 2 - COST INCREASE TO NON-GROUPABLE PROJECT (>\$2M)														
ROANE	2020	3		5/28/2020	NHPP	CON	1079	AMMA - CO 29 O/P (SPLIT FUNDED)	RESURFACE	S344 79 02549 00	NHPP0792199	\$2,448,770	\$2,720,856	(\$10,151,230)
2020-2025 AMD 2 - COST INCREASE TO NON-GROUPABLE PROJECT (>\$2M)														
WAYNE	2020	2		12/28/2019	NHPP	ROW	1064	BROAD HOLLOW O/P BR EB & WB	REPLACE SUPERSTRUCTURE	U350 64 00175 00	NHPP0641394D	\$9,000	\$10,000	\$0
2020-2025 AMD 2 - CANCEL, PHASE NOT NEEDED														
WETZEL	2019	6		8/28/2019	NHPP	ROW	WV002	WV 2 PROCTOR - KENT (GO BOND 2)	UPGR TO 4 LN	U352 2 1166 00	NHPP0002605D	\$18,042,400	\$22,553,000	\$5,962,400
2020-2025 AMD 2 - CANCEL, PHASE NOT NEEDED														
WOOD	2020	3		5/28/2020	HSIP	CON	WV002	CORBETT HILL RD TURN LANE	ADD TURN LANE	U354 2 02756 00	HSIP0002570D	\$980,000	\$1,100,000	\$400,000
2020-2025 AMD 2 - ADD PROJECT BACK INTO NEW STIP TO FFY 2020														

AMENDMENT # 2 - PUBLIC COMMENT

Print Date: 4/16/2020

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2020-2025
PROGRAM AMENDMENT**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
WOOD	2020	3		5/28/2020	HSIP	ROW	WV002	CORBETT HILL RD TURN LANE	ADD TURN LANE	U354 2 02756 00	HSIP0002569D	\$48,000	\$60,000	\$0
2020-2025 AMD 2 - ADD PROJECT BACK INTO NEW STIP TO FFY 2020														
STATEWIDE	2020	99		5/28/2020	HSIP	CON	NA	ADA TRAFFIC SIGNAL UPGRADE - 2016	UPGRADE PEDESTRIAN SIGNALS	U399 ADAIM 16 00	HSIP2016037D	\$315,000	\$350,000	\$0
2020-2025 AMD 2 - ADD NEW PROJECT														
STATEWIDE	2020	99		4/8/2020	HSIP	ENG	NA989	CURVE ANALYSIS INT & APD	CURVE ANALYSIS INT & APD ROUTES	T699 CURVE 2 00	HSIP2020063D	\$639,000	\$710,000	
2020-2025 AMD 2 - ADD NEW PROJECT														
STATEWIDE	2020	99		4/28/2020	STP	ENG	NA989	STATEWIDE POLLINATOR MITIGATION	POLLINATOR MITIGATION	S399 POLMI 20 00	STP2020067D	\$16,000	\$20,000	
2020-2025 AMD 2 - ADD NEW PROJECT														
STATEWIDE	2020	99		6/28/2020	STP	CON	NA989	STATEWIDE POLLINATOR MITIGATION	POLLINATOR MITIGATION	S399 POLMI 20 00	STP2020067D	\$480,000	\$600,000	
2020-2025 AMD 2 - ADD NEW PROJECT														