

AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2021
THURSDAY, APRIL 1, 2020
9:30 A.M.

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

*****This meeting will NOT be a LIVE broadcast on our website. Instead, it will be accessible live through GoToWebinar. Invites will be posted on Facebook and email alerts.***

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- March 18, 2021 - Regular Meeting

APPROVAL OF REQUISITIONS

- April 1, 2021

APPROVAL OF ACCOUNTS PAYABLE

- March 25, 2021
- April 1, 2021

APPROVAL OF MANUAL CHECKS

- April 2, 2021

APPROVAL OF PAYROLL

- March 18, 2021

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

*****You may participate in public comment during the virtual meeting by raising your hand. Please submit comments via email to Info@jeffersoncountywv.org. Your comments will be included in the minutes and agenda correspondence. Please include your name.***

PRESENTATIONS

- 1. 9:45 a.m. Angie Banks, Assessor
- Approval of Employment - Discussion/Action**
- 2. 10:00 a.m. Michelle Gordon, Finance Director and Sheriff Hansen
- Request Capital Outlay Funding for Emergency Purchase of Accident Reconstruction Software - Discussion/Action**
- 3. 10:15 a.m. Lee Thorne - District 3 District Manager for the WVDOH
- WVDOH - Governor's SWAT Program and Driveway Entrance Permit Procedures**
- 4. 10:30 a.m. Robert M. Trainor, Mayor and Daryl Hennessy, City Administrator
- City of Charles Town Annexation - Discussion/Action**
- 5. 10:45 a.m. Interviews and Appointments to the following:**
 - Jefferson County Planning Commission - Two 3-year terms ending March 31, 2024 - Discussion/Action**
 - Jefferson County Historic Landmarks Commission - Three 3-year terms ending March 31, 2024 - Discussion/Action**
- 6. 11:00 a.m. Lynn Fields, Probate Office
- Quarterly Review - Discussion/Action**
- 7. 11:15 a.m. Roger Goodwin, Chief County Engineer**
 - Request Approval to amend Law Enforcement Impact Fees - FY 2021 and FY 2022 Capital Improvement Plans - Discussion/Action**
 - Presentation of the Solar Facilities Decommissioning Bond and Surety Policy - Discussion/Action**
- 8. 11:45 a.m. Nathan Cochran, Assistant Prosecuting Attorney**
 - 1. 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**
 - 2. Discussion of legal issues regarding proposed solar text amendment including bonding and related matters - Discussion/Action**

3. Discussion of possible agreement with the City of Ranson regarding storage of extra PPE items and related matters - Discussion/Action
4. Discussion of issues regarding impact fees and proffers - Discussion/Action

9. 12:15 p.m. **Break for Lunch**

~~~~~ AFTERNOON SESSION ~~~~~

10. 1:30 p.m. Robert Glenn, Esq, on behalf of Lowes Hospitality Group, LLC
- Administrative Appeal of Impact Fee Coordinator decision that the Conversion of the 51 unit Quality Inn Hotel (near Shepherdstown) into 20 one bedroom and efficiency apartment with first floor retail require full payment of Impact Fees. Property is described as Parcel 15.8 on Map 8 in the Shepherdstown Tax District - Discussion/Action
11. 2:00 p.m. Jeff Polczynski/Russell Burgess/Tom Reilly
- NextGen 911 Phone System Upgrade - Discussion/Action

NEW BUSINESS

12. Discuss Policies and Procedures concerning the conduct of Public Hearings and Commission Meetings - Discussion/Action (SS)
13. Discuss waiving permitting fees for new businesses in Jefferson County for a set period of time - Discussion/Action (JC)

COUNTY ADMINISTRATOR REPORTS

- Marc Train Funding - Discussion/Action
- Extension of COVID-19 Employee Policies - Discussion/Action
- Discussion of Funding allocated to Jefferson County in American Rescue Plan COVID Relief Bill - Discussion/Action
- Sheriff Request to move Home Confinement Office to Saint Margaret's Second Floor - Discussion/Action
- Review of Purchasing Policy - Discussion/Action
- Ambulance Fee Collection Policy - Discussion/Action
- Rt. 340 Expansion Project - Broadband - Discussion/Action
- Legislative Updates

COUNTY COMMISSION REPORTS

14. **ADJOURN**

CORRESPONDENCE/INFORMATION

Notice of Public Hearing - Repeal of the Jefferson County ATV Ordinance - April 6, 2021 at 6 p.m.

Notice of Public Hearing - Proposed text amendment - April 12, 2021 at 6 p.m.

Disbursement of wireless E-11 Subscriber Fees.

Correspondence received from Gil Garcia regarding Solar Farm Proposal.

Comments received from David Tabb regarding March 18, 2021 Commission meeting.

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

Minutes

Jefferson County Commission

Thursday, March 18, 2021

A meeting of the Jefferson County Commission was held on Thursday, March 18, 2021 during the first quarterly session at 6:00 pm. The meeting was held via GoToWebinar. Present were Commissioners Josh Compton, President, Steve Stolipher, Vice President, Caleb Hudson, Tricia Jackson, and Jane Tabb. Also present were Stephanie Grove, County Administrator and Jessica Carroll, Executive Administrative Assistant. (The archived meeting of the Thursday, March 18, 2021 meeting is available on the Jefferson County Commission website.)

PLEDGE OF ALLEGIANCE

Commissioner Tabb led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Hudson to approve the February 18, 2021 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Stolipher to approve the March 4, 2021 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Ms. Tabb to approve the Requisitions for March 18, 2021 in the amount of \$8,117.72 as presented. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#	VENDOR NAME	AMOUNT
84453	ADAM WARD	\$ 108.56
84454	AMERICAN FAMILY LIFE INSURANCE COMPANY ICU	\$ 2,970.20
84455	AMERIFLEX	\$ 128.00
84456	AT&T	\$ 124.25
84457	BERKELEY GLASS INC	\$ 670.00
84458	BOLAND TRANE SERVICES INC	\$ 1,771.00
84459	CARL E. WOLF PFD.	\$ 1,375.00
84460	CITY OF CHARLES TOWN	\$ 52.47

84461		FEDEX		\$ 158.29
84462		FIDELITY POWER SYSTEMS		\$ 880.90
84463		FIFTH THIRD BANK		\$ 82,991.83
84464		GRUBER LATIMER RESTORATION LLC		\$ 7,400.00
84465		GUTTMAN OIL CO		\$ 7,128.47
84466		INDEPENDENT FIRE COMPANY		\$ 82,500.00
84467		J.C. EHRlich		\$ 750.00
84468		JUSTTECH LLC		\$ 153.75
84469		LANGUAGE LINE SERVICES		\$ 201.96
84470		LAURA STORM		\$ 100.19
84471		LISA WALTERS		\$ 302.09
84472		MARGARET GAINEY		\$ 65.00
84473		MATTHEW HARVEY		\$ 699.57
84474		MAZZITTI & SULLIVAN EAP		\$ 936.00
84475		MILLER'S SUPPLIES AT WORK		\$ 4,519.12
84476		MR PRINT		\$ 619.58
84477		NATIONAL VISION ADMIN.		\$ 1,799.81
84478		RETIREE HEALTH BENEFIT TRUST		\$ 7,130.00
84479		RICE TIRES CO		\$ 653.70
84480		SHERIFF OF JEFFERSON COUNTY		\$ 3,000,000.00
84481		SOFTWARE SYSTEMS INC		\$ 1,033.00
84482		SPECIALTY BUSINESS SUPPLIES		\$ 1,861.19
84483		THE HARTFORD		\$ 3,418.38
84484		THE HARTFORD		\$ 2,413.00
84485		TODD FAGAN		\$ 572.03
84486		MOOREFIELD POLICE DEPARTMENT		\$ 87.66
84487		VITAL SIGNS		\$ 400.00
84488		WHOLESALE TIRES INC.		\$ 99.47
84489		WV REGIONAL JAIL & CORRECTION FACILITY AUTH		\$ 47,140.25
84490		XEROX CORPORATION		\$ 1,101.49
84491	004/GS	GENERAL CO - GENERAL SCHOOL-004		\$ 12,467.50
84492	053/AM	CENTRAL ATLANTIC LEGAL GROUP		\$ 1,327.50
TOTAL				\$ 3,278,111.21

Motion by Mr. Compton to approve the Accounts Payable for March 11, 2021 in the amount of \$3,278,111.21. Motion seconded and unanimously approved.

CHECK#		VENDOR NAME		AMOUNT
84494		BUREAU OF CHILD SUPPORT		\$ 502.16
84495		CITY OF CHARLES TOWN		\$ 28.00
84496		COMPTROLLER OF MARYLAND		\$ 1,762.48
84497		DEBBIE LOWE		\$ 2,440.23

84498		EFTPS IRS TAXES		\$ 97,083.15
84499		EMPOWER RETIREMENT		\$ 5,378.82
84500		FEDEX		\$ 62.24
84501		GUTTMAN OIL CO		\$ 6,248.55
84502		INFORMER SYSTEMS LLC		\$ 5,304.00
84503		JEFFERSON SECURITY BANK		\$ 4,459.00
84504		KELSEY STIPANOVIC		\$ 3,250.00
84505		NATIONWIDE RETIREMENT SOLUTIONS		\$ 834.00
84506		POTOMAC EDISON		\$ 31,447.58
84507		SCPDC-SOUTH CENTRAL PLANNING & DEVELOPMENT COMM		\$ 13,500.00
84508		SHENTEL		\$ 1,807.00
84509		SOFTWARE SYSTEMS INC		\$ 143.00
84510		STATE TAX DEPARTMENT		\$ 799.37
84511		VA DEPT OF TAXATION		\$ 739.39
84512		WV DEPUTY SHERIFF RETIREMENT SYSTEM		\$ 16,701.00
84513		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		\$ 45,220.75
84514		WV STATE TAX DEPARTMENT		\$ 34,882.61
TOTAL				\$ 272,593.33

Motion by Mr. Stolipher to approve the Accounts Payable for March 18, 2021 in the amount of \$272,593.33. Motion seconded and unanimously approved.

APPROVAL OF MANUAL CHECKS

CHECK#		VENDOR NAME		AMOUNT
723	HD/8	ATTENTI		\$ 2,195.20
724	HD/8	FIFTH THIRD BANK		\$ 57.90
725	HD/8	SHERIFF OF JEFFERSON CO		\$ 1,026.29
864	AV/56	FIFTH THIRD BANK		\$ 687.74
865	AV/56	GLOBAL SCIENCE & TECH		\$ 1,678.86
866	AV/56	JUSTTECH		\$ 163.76
867	AV/56	MONROE		\$ 719.86
868	AV/56	SEGRA		\$ 616.00
335	FP/57	JEFFERSON CO FARMLAND PROT.		\$ 66,008.28
TOTAL				\$ 73,153.89

Motion by Ms. Tabb to approve the Manual Checks for March 12, 2021 in the amount \$73,153.89. Motion seconded and unanimously approved.

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
869	AV/56	MONROE		\$ 609.00
1273	IP/249	SHERIFF JEFFERSON CO -SCHOOL		\$ 121,328.87
1274	IP/249	SHERIFF JEFFERSON CO - LAW		\$ 2,396.77
1275	IP/249	SHERIFF JEFFERSON CO - PARKS		\$ 9,438.21
1276	IP/249	SHERIFF JEFFERSON CO - EMS		\$ 1,020.89
TOTAL				\$ 134,793.74

Motion by Mr. Compton to approve the Manual Checks for March 19, 2021 in the amount \$134,793.74. Motion seconded and unanimously approved.

PAYROLL APPROVAL

Motion by Ms. Tabb to approve the Payroll for March 4, 2021 in the amount of \$280,406.04. Motion seconded and unanimously approved.

PUBLIC COMMENT

Public Comment was received by the following: Amanda Stroud

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

PRESENTATIONS

1. Public Hearing

- Zoning Map amendment (rezoning) for property designated as Tax District: Charles Town (02); Tax Map: 16; Parcel: 1. The property is located northeast of Augustine Avenue and Route 340 intersection in Charles Town, WV.

- o Vice President Stolipher recused himself and President Compton opened the public hearing at 6:30 pm. Chad Wallen, representation for the applicant, explained the requested amendment and Jennie Brockman, Planning Director, stated the Planning Commission found the request to compatible with the Comprehensive Plan. Public comments were made by the following:

- Amanda Stroud, Resident – spoke in favor of the rezoning request.
- Richard Ziegler, Resident – spoke in favor of the rezoning request.

- **There being no further public comment, motion by Mr. Compton to close the public hearing and approve the Sheetz Zoning Map Amendment (Rezoning) Request for the 2.5 acre portion of the**

property identified as Tax District: Charles Town (02); Tax Map: 16; Parcel: a portion of parcel 1 located northeast of Augustine Avenue/Route 340 intersection and rezone 2.5 acres of the 4.4 acre parcel from Rural to Highway Commercial. Motion seconded and passes 3-1 with Commissioner Tabb opposing and Commissioner Stolipher abstaining.

2. Michelle Gordon, Finance Director

a. Review and Approval of the FY2021-2022 Draft Budget (Levy Estimate)

- **Motion by Mr. Compton to approve the release of the FY2021-2022 Draft Levy Estimate as amended by Ms. Gordon. Motion seconded and unanimously approved.**
- **Motion by Ms. Tabb to amend Mr. Compton's motion to include merit and COLA increases for all county employees to approved in the FY2021-2022 Draft Levy Estimate in the amount of \$270,000 contingent upon receipt of the first American Rescue Plan payment and final guidance that allows for use of the funds in the proposed manner. Motion dies for lack of a second.**

b. Review of FY21 financials as of 02/28/2021

c. FY21 COVID19 Emergency Financial Policy

- **Motion by Ms. Tabb to amend the COVID-19 Emergency Financial Policy and remove the restrictions on equipment, materials, and supplies, contracted and professional services and vacant positions and leave the four other categories in effect. Motion seconded and unanimously approved.**

d. Revisions to Policy 304 P-Card Procedures

- **Motion by Mr. Compton to approve County Policy 304 – P-Card Procedures as presented by Ms. Gordon on March 18, 2021 and effective March 18, 2021. Motion seconded and unanimously approved.**

3. Debra Young, Victim Assistant Program – requested the approval and signing of VOCA Grant Application.
 - **Motion by Mr. Compton to approve the VOCA Grant application and authorize the President of the Commission to sign the associated documents. Motion seconded and unanimously approved.**
4. Russell Burgess, Department of Information Technology – requested approval of hiring of the Department of Information Technology Support/Helpdesk Technician Level 1
 - **Motion by Ms. Tabb to approve the hire of Spencer Fraiser as a full time Support/Helpdesk Technician Level 1 for the Jefferson County Department of IT, with a salary of \$35,000.00, effective April 1, 2021. Motion seconded and unanimously approved.**
5. Erin Bajada, Citizen, requested letter of Support for Peace Ridge Gardens Co-op and Company 501c-3 to apply for the USDA Rural Development Community Facilities Loan and Grant
 - **Motion by Mr. Compton to provide a letter of support for Peace Ridge Gardens Co-Op to apply for a USDA Rural Development Community Facilities Loan. Motion seconded and passes on a vote of 4-1 with Ms. Tabb opposing.**
6. Anne Ditto, Citizen, requested exoneration of Ambulance Fee late fees.
 - This item was not presented to the Commission as the applicant withdrew her request.
7. Jeffrey B. Shores, Colonel, USAF (Ret.) - Shannondale Enterprises, Inc. dba Mountain Lake Club - requested Approval for WV ABC (Beer & Wine) License
 - **Motion by Mr. Stolipher to approve and direct the release of the required letter to the WV ABC stating the Mountain Lake Club is located in an approved zone for the attached liquor license application by Shannondale Enterprises, Inc. dba Mountain Lake Club. Motion seconded and unanimously approved.**
8. Christy Huddle, Harpers Ferry Water Commission - request from Harpers Ferry Water Commission to place a temporary sign advertising the impending water treatment plant upgrade on the existing poles near the frontage of the Welcome Center on W. Washington Street near Rt 340.
 - **Motion by Mr. Compton to approve the placement of a temporary sign for 90 days on the existing poles next to the frontage of the Welcome Center on W Washington St. that will inform the water customers in the service area of the impending improvements to the water treatment plant. Motion seconded and unanimously approved.**

9. Nathan Cochran, Assistant Prosecuting Attorney

- a. 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
 - b. Discussion of issues regarding impact fees, proffers, and TischlerBise Impact Fee Study - Discussion/Action
 - c. Report by counsel on opioid case. (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170) - Discussion/Action
 - d. Discussion of Greenway contract and zoning reorganization - Discussion/Action
 - e. Discussion of Jefferson County Civil Action No. 2021-C-22 - Discussion/Action
- **Motion by Mr. Compton to enter into Executive Session to receive legal advice regarding the items as listed above. Motion seconded and unanimously approved.**
 - **Motion by Mr. Compton to come out of Executive Session. Motion seconded and unanimously approved.**
 - **Motion by Mr. Stolipher to authorize the President of the Commission to sign the contract revision with Greenway Engineering. Motion seconded and unanimously approved.**

UNFINISHED BUSINESS

10. Set date and time for joint meeting for the Jefferson County Fire and Rescue Association, Jefferson County Emergency Services Agency, and Jefferson County Commission
 - It was the consensus of the Commission to direct Ms. Grove to contact representatives from JCESA and JCFRA to discuss potential dates for a joint meeting with County Commission.

NEW BUSINESS

11. Overview of the Planning Commission's recommended Zoning Ordinance Text Amendment (ZTA 19-03). The draft amendment proposes to allow Solar Energy Facilities to process as a Principal Permitted Use (by right) in the following zoning districts: General Commercial, Highway Commercial, Light Industrial, Major Industrial, Rural, Residential Growth, Residential-Light Industrial-Commercial, and Industrial Commercial. The text amendment proposes revisions to Article 2 Definitions; Article 8 Supplemental Use Regulations (creation of Section 8.20 Solar Energy Facilities); and Appendix C Principal Permitted and Conditional Uses Table
 - It was the consensus of the Commission to schedule the matter for a virtual public hearing to be held on Monday, April 12, 2021 at 6:00pm.
12. Set date and time for Public Hearing - Repeal the County ATV Ordinance and revert to existing state law
 - It was the consensus of the Commission to schedule a public hearing on the repeal of the County ATV Ordinance on Tuesday, April 6, 2021 at 6:00 pm.
13. Approval of Resolution authorizing participation in the Eastern Panhandle HOME Consortium of West Virginia for the Period July 1, 2021 to June 30, 2022
 - **Motion by Mr. Compton to approve the Resolution authorizing participation in the Eastern Panhandle HOME Consortium of West Virginia for the Period July 1, 2021 to June 30, 2022. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Legislative Updates

- Update - Charles Town E. Liberty St. Streetscape Design and Impact on County Parking Lot Reconstruction Project
 - It was the consensus of the Commission to accept the City of Charles Town's concept plan for the Charles Town E. Liberty St. Streetscape Design and Impact on County Parking Lot Reconstruction Project.

14. There being no further business, the meeting adjourned at 9:38 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

Joshua J. Compton, PRESIDENT

Respectfully submitted
Jessica Carroll
Executive Administrative Assistant

REQUISITIONS TO BE APPROVED

April 1, 2021

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
OTHER BUILDINGS	21043	\$ 15,590.00	Boland	parts/labor for condensor coil - Bardane
EMERGENCY COMMUNICATIONS	21044	\$ 39,642.35	MOTOROLA	CAD yearly maintenance
	21045	\$ 509,622.25		NG-9-1-1 Phone System
	21046	\$ 67,976.00		NG-9-1-1 Command Post
SHERIFF - LAW ENFORCEMENT	21047	\$ 167,000.00	Whitmoyer Auto Group	4 patrol vehicles
	21048	\$ 55,647.94	Raymond Muth Jr.	equip. for patrol vehicles
	21049	\$ 12,165.00	Digital Ally	equip. for patrol vehicles
GRAND TOTAL		\$ 867,634.54		

Requisitions



- Back
- Add
- Excel
- Mass Allocate
- Duplicate
- Custom Interface
- Notes
- Actions/ Approvers
- Release
- Activate
- My Approvals
- Attach ⁽¹⁾

Requisition: 2021/21043

Released, Laura Kuhn, 03/15/2021

Total Cost: \$15,590.00

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*	Type
2021	21043	03/15/2021	(N) NORMAL
Department*	Purchase order		
(425) OTHER BUILDINGS ... View			
Commodity	Review		
... View			
Description	Needed by		
MATERIALS/LABOR TO REPLACE CONDENSOR COIL			
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	UOM	Unit Price	Line Total	GL Account
1	MATERIALS/LABOR TO REPLACE CONDENSOR COIL AND REPA	1.00	EACH	\$15,590.00000	\$15,590.00	E (001425-434100) MATERIALS AND SUPPLIES

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3243 Cell: (301) 370-6318

www.boland.com E-mail: brandt.petrie@boland.com

DATE: February 2, 2021

PRESENTED TO:
Jefferson County Commission
PO Box 250

Charlestown, WV 25414

JOB LOCATION:
Public Service Center
1948 Wiltshire Road
Kearneysville, WV 25430

Model Number: RAUCC80

Serial Number: C05H08087

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Recover and store remaining circuit #1 refrigerant charge according to EPA regulations.
- Disconnect and remove circuit #1 failed condenser coil (left side).
- Supply necessary labor and material to replace the left side condenser coil on circuit #1.
- Repair previously identified leak in circuit #1 Schrader valve near compressors.
- Leak check our repairs.
- Evacuate the unit perform a rate of rise check on vacuum.
- Charge unit with recovered refrigerant and supply up to 50 lbs. of new R-22 refrigerant. Any additional refrigerant needed to trim the charge will be supplied on a T&M basis.
- Startup and confirm proper operation
- Cleanup work area and remove failed components from jobsite.

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$15,590.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

Requisitions

- Back
- Add
- Excel
- Mass Allocate
- Duplicate
- Custom Interface
- Notes
- Actions/ Approvers
- Release
- Activate
- My Approvals
- Attach (1)

Requisition: 2021/21044

Released, Elizabeth A. Dutko, 03/18/2021

Total Cost: \$39,642.35

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2021 Requisition Number* 21044 Created Date* 03/18/2021

Department* (712) COMMUNICATIONS CENTER-911 ... View

Commodity ... View

Description CAD YEARLY MAINTENANCE CONTRACT

Buyer (jpolczynski) Jeffrey Polczynski ...

Type (N) NORMAL

Purchase order

Review

Needed by 04/30/2021

PO Expiration 06/30/2021

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

by [] ...

Items (35)

Add Item

Line	Description	Qty	UOM	Unit Price	Line Total	GL Account
1	CAD MAINTENANCE ENHANCED 09/20 THRU 08/21	1.00	EACH	\$1,104.79000	\$1,104.79	E (001712-421600) MAINT/REP EQUIPMENT
2	DRIVER LICENSE SCANNING MAINTENANCE-STANDARD 09/20	1.00	EACH	\$338.20000	\$338.20	E (001712-421600) MAINT/REP EQUIPMENT
3	E911 INTERFACE MAINTENANCE STANDARE 09/20 THRU 08/	1.00	EACH	\$169.10000	\$169.10	E (001712-421600) MAINT/REP EQUIPMENT
4	EQUIPMENT MAINTENANCE STANDARD 09/20 THRU 08/21	1.00	EACH	\$563.67000	\$563.67	E (001712-421600) MAINT/REP EQUIPMENT
5	EVIDENCE BARCODE AND AUDINTING MAINTENANCE 09/20 T	1.00	EACH	\$338.20000	\$338.20	E (001712-421600) MAINT/REP EQUIPMENT

Requisitions



- Back
- Add
- Excel
- Mass Allocate
- Duplicate
- Custom Interface
- Notes
- Actions/ Approvers
- Release
- Activate
- My Approvals
- Attach (1)

Requisition: 2021/21045

Released, Russell Burgess, 03/19/2021

Total Cost: \$509,622.25

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2021 Requisition Number* 21045 Created Date* 03/19/2021

Department* (712) COMMUNICATIONS CENTER-911 [View](#)

Commodity [View](#)

Description NG9-1-1 Phone System

Buyer [View](#)

Type (N) NORMAL

Purchase order

Review

Needed by [View](#)

PO Expiration [View](#)

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required
- by [View](#)

Items (1)

Add Item

Line	Description	Qty	Unit Price	Line Total	GL Account
1	NG9-1-1 Vesta Phone System	1.00	\$509,622.25000	\$509,622.25	E (246992-445900-00015) C/O EQPT-911 TELEPHONE SYSTEM

Notifications (1) [Save](#) [Cancel](#)

Jessica Carroll

From: noreply@munis.com
Sent: Tuesday, March 23, 2021 11:51 AM
To: Jessica Carroll
Subject: Pending requisition approval

User rburgess has entered the requisition 21046 (fiscal year 2021) for department 712 with the commodity code and a general description of NG9-1-1 VESTA CommandPost.

This requisition can be accessed for approval in the Requisition Approval program in MUNIS.

This is a Munis system generated message. Please do not reply to this unmonitored mailbox.



Requisitions

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

Requisition: 2021/21047

Released, Deborah Lowe, 03/25/2021

Total Cost: \$167,000.00

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2021 Requisition Number* 21047 Created Date* 03/25/2021

Type (N) NORMAL

Department* (700) LAW ENFORCEMENT [View](#)

Purchase order

Commodity [View](#)

Review

Description Patrol Vehicles

Needed by

Buyer [View](#)

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 [View](#)

Items (1)

Add Item

Line	Description	Qty	UOM	Unit Price	Line Total	GL Account
1	4 Chevrolet Tahoe Patrol Vehicles	4.00	EACH	\$41,750.00000	\$167,000.00	E (246980-445900) CAPITAL OUTLAY-EQUIPMENT

[Notifications \(1\)](#) [Save](#) [Cancel](#)



Requisitions

- Back
- Add
- Excel
- Mass Allocate
- Duplicate
- Custom Interface
- Notes
- Actions/ Approvers
- Release
- Activate
- My Approvals
- Attach (0)

Requisition: 2021/21048

Released, Deborah Lowe, 03/25/2021

Total Cost: \$55,647.94

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*
2021	21048	03/25/2021

Type
(N) NORMAL

Department*
(700) LAW ENFORCEMENT ... View

Purchase order

Commodity ... View

Review

Description
equipment for new patrol vehicles

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	UOM	Unit Price	Line Total	GL Account
1	Equipment for new patrol vehicles	1.00	EACH	\$55,647.94000	\$55,647.94	E (246980-445900) CAPITAL OUTLAY-EQUIPMENT

Notifications (1) Save Cancel

Requisitions

- Back
- Add
- Excel
- Mass Allocate
- Duplicate
- Custom Interface
- Notes
- Actions/ Approvers
- Release
- Activate
- My Approvals
- Attach (0)

Requisition: 2021/21049

Released, Deborah Lowe, 03/25/2021

Total Cost: \$12,165.00

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2021
 Requisition Number* 21049
 Created Date* 03/25/2021

Type (N) NORMAL

Department* (700) LAW ENFORCEMENT

Purchase order

Commodity

Review

Description Equipment for new Patrol Vehicles

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	UOM	Unit Price	Line Total	GL Account
1	Equipment for new patrol Vehicles	1.00	EACH	\$12,165.00000	\$12,165.00	E (246980-445900) CAPITAL OUTLAY-EQUIPMENT

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$413,587.36		\$413,587.36
6.2% Tax Payable OASDI	\$24,458.97		\$24,458.97
1.45% Tax Payable HI	\$5,720.26		\$5,720.26
Fed Withholding	\$36,724.69		\$36,724.69
WV State Withholding	\$17,072.25		\$17,072.25
PERS Retirement Deduct 4.5%	\$5,367.97		\$5,367.97
PERS Retirement Deduct 6%	\$9,591.51		\$9,591.51
Hosp. Pre-Taxed	\$16,504.00		\$16,504.00
Cancer/ICU Pre-Taxed	\$593.37		\$593.37
Cancer/ICU Not Pre-Taxed	\$867.10		\$867.10
Optional Life Not Pre Taxed	\$1,678.39		\$1,678.39
Christmas Club	\$4,459.00		\$4,459.00
Wage Attach #1	\$502.16		\$502.16
Wage Attach #2	\$799.37		\$799.37
Wage Attach #3			\$0.00
DSRS Retirement Deduct 8.5%	\$6,924.79		\$6,924.79
457 - Nationwide	\$834.00		\$834.00
457I - Empower	\$4,633.82		\$4,633.82
457R - Roth	\$745.00		\$745.00
MD State Tax	\$845.70		\$845.70
D/VF	\$1,991.07		\$1,991.07
VA State Tax	\$139.37		\$139.37
Colonial(Plus)	\$47.84		\$47.84
Uniforms			\$0.00
Total Deductions	\$140,500.63	\$0.00	\$140,500.63
Net Wages Total	\$273,086.73	\$0.00	\$273,086.73
Payroll Date	March 18, 2021		

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 1, 2021**

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*):

 **Approval of Employment – 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: Michelle Gordon, Finance Director
Sheriff Hansen, JCSO

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **APRIL 1, 2021**
If a specific date is needed, please provide reason for specific date:

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

- Request Capital Outlay Funding for Emergency Purchase of Accident Reconstruction Software, Discussion/Action

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

The accident reconstruction software used by JCSO for investigations is 15 years old. The department recently received new/upgraded computer hardware and the current accident reconstruction software is no longer compatible with the new computer equipment. Because the software is obsolete, the department has an emergency and unexpected need to fund replacement accident reconstruction software. The funds were not included in the department capital or operating budgets for FY21 or FY22. This project would qualify for Capital Outlay funding. The department has indicated that they will apply for grant funding, which, if approved will reimburse the C/O Fund. Annual license fees going forward will be paid for by the department from their operating budget.

Is this a funding request? Y/N YES
If so, how much? \$ 34,190
Provide exact financial impact/request -Request funding from Capital Outlay Fund

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

- Motion to approve \$34,190 for the purchase of replacement accident reconstruction software with funding from the Capital Outlay Fund that is contingent upon grant approval for this emergency purchase.

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

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

Contact information:

Email address: Phone Number:

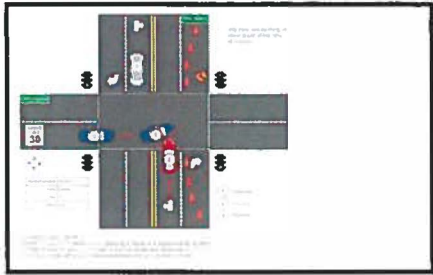
FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Capital Improvement Program
 Jefferson County Commission, West Virginia

FY'21 thru FY'25

Project Name Accident Reconstruction
Project Number



Project Picture

Type New Purchase
Useful Life 5-10 years
Category Software
Location Sheriff's Office
Fiscal Year Submitted 2021
Department Sheriff's Office
Contact Thomas Hansen
Priority 1

Project Description

To purchase Accident Reconstruction Software and Equipment

Justification

The current hardware is approximately 15 years old. When the Accident Reconstructionist had his computer updated recently, the software became obsolete. He has been operating under the generosity of other departments and the generosity of the company who has granted him temporary use of a free trial version. An Accident Reconstruction is completed on every major accident including every accident with serious injury or death. The data gathered from this is vital in determining conditions that could have contributed to the accident and identifying the at fault party.

Estimated Project Time

Would like to order as soon as possible.

Budget Impact/Other

There is an annual license fee that is already planned for in the budget. We are applying for a grant; however, it is unknown if it will be awarded and it is needed sooner rather than later. Grant purchases would not be able to be made until September 2021.

Expenditures	FY'21	FY'22	FY'23	FY'24	FY'25	Total
Hardware & Software	34,190	-	-	-	-	34,190
Total	34,190	-	-	-	-	34,190

Funding Sources	FY'21	FY'22	FY'23	FY'24	FY'25	Total
Capital Outlay	34,190	-	-	-	-	34,190
State Grant	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-
General Fund	-	-	-	-	-	-
Total	34,190	-	-	-	-	34,190

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Lee Thorne – District 5 District Manager for the WVDOH

Department or Organization: **WVDOH**

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **4/1/2021**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): WVDOH – Governor’s SWAT Program and Driveway Entrance Permit Procedures

Please provide the County Commission with a description of your request or presentation, including any background information:
We would like the opportunity to give a brief presentation of both the SWAT Program and Driveway Entrance Permit Procedures and promote partnership between the WVDOH and the Jefferson County Commission.

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: Kelly McWhorter

Email Kelly.L.McWhorter@wv.gov; Darby.J.Clayton@wv.gov

Phone Number: 681-320-2001 and/or 304-434-2140

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Robert M. Trainor and Daryl Hennessy

Department or Organization: **City of Charles Town**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **April 1, 2021**

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

Date Requested – 2nd Choice: February 18, 2021

Subject (*Wording to be placed on agenda*): **City of Charles Town Annexation**

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

Request of annex 1.2724 acres of land into the City of Charles Town without an election

Is this a funding request? **Y/N**

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

Provide exact financial impact/request:

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

Commissioner X moves approval of the proposed Order Approving and Confirming the Annexation to the City of Charles Town a parcel of real estate containing 1.2724 acres of land, presently located in the Charles Town District, Jefferson County, West Virginia, conveyed by Mary R. Kline and others and now owned by Arcadia Land, Inc., as provided by West Virginia Code §§ 8-6-4 & 8-6-4a (Annexation Without an Election).

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

If not attached, explain:

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

Contact information: Daryl Hennessy

Email address: citymanager@charlestownwv.us

Phone Number: 304-724-3244

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

ORDER APPROVING AND CONFIRMING THE ANNEXATION TO THE CITY OF CHARLES TOWN A PARCEL OF REAL ESTATE CONTAINING APPROXIMATELY 1.2724 ACRES PRESENTLY LOCATED IN THE CHARLES TOWN DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA, AND CONVEYED TO ARCADIA LAND, INC. FROM MARY R. KLINE, SARAH KLINE ROGERS, AND MARY R. KLINE AND SARAH KLINE ROGERS, TRUSTEES OF THE REBECCA ANNE KLINE SPECIAL NEEDS TRUST, AS PROVIDED BY WEST VIRGINIA CODE §§ 8-6-4 & 8-6-4a (ANNEXATION WITHOUT AN ELECTION).

This _____ day of _____, 2021, came the City of Charles Town, West Virginia, a municipal corporation, and moved the County Commission of Jefferson County, West Virginia, to approve and confirm the annexation by the City of Charles Town of one parcel of real estate consisting of approximately 1.2724 acres and more particularly described as follow (hereinafter, the "Subject Parcel"):

All that certain lot or parcel of land, containing 4.21 acres, situate on the Bloomery Turnpike about one mile south of Charles Town in Jefferson County, West Virginia, bounded and described by a survey and plat thereof made by J. Jas. Skinner, S.J.C., attached to, made a part of and recorded with that certain deed dated October 25, 1921, from Mary C. Mathena, widow, to J.W. Kline and M.A. Kline, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 120, at page 439, as follows:

BEGINNING at a point in the southwest line of Bloomery Pike (1) corner with Higgs; thence with the same S. 81-45 W. 1153.4 feet to angle in stone fence (2) again with Higgs, S. 68°E. 82.5 feet to a point (3); again with Higgs, N. 31-16 E. 732 feet to a post (4); thence by a new line with lot reserved by Mrs. Mathena, N. 51-25 W. 126.4 feet to a stake (5); thence by another new line, N. 36-15 E. 314.4 feet to a post in line of Pike (6); thence with line of Pike, N. 46-30 W. 241.2 feet to the beginning, containing 4.21 acres, deducting therefrom 23 feet roadway from (1) to (2) leaves a net acreage of 3.61 acres.

AND BEING the same real estate which was conveyed unto Charles William Kline and Mary Maxwelle Kline, husband and wife, from F. Dean Nichols, Trustee, by virtue of a deed dated August 9, 1980, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 470 at page 743; LESS AND EXCEPTING THEREFROM the following outsale: By deed dated March 11, 1988, and recorded in the aforesaid Clerk's Office in Deed Book 600 at page 736, a 2.52 Acre parcel and a 0.37 Acre parcel to the West Virginia Division of Highways.

The said Mary Maxwelle Kline died testate on May 10, 2015, and according to ARTICLE IV of her Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 25 at page 211, she devised her residuary estate, being real and personal property, to her husband, Charles William Kline. The said Charles William Kline died testate on November 17, 2018, and according to ARTICLE 3, DISTRIBUTION PROVISIONS of his Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 30 at page 290, he devised the rest, residue and remainder to his three daughters in equal shares per stirpes, with Rebecca's share to be held and administered under the terms of the Rebecca Anne Kline Specials Needs Trust, the Grantors herein.

AND BEING the same real estate conveyed to Arcadia Land, Inc. from Mary R. Kline, Sarah Kline Rogers, and Mary R. Kline and Sarah Kline Rogers, Trustees of the Rebecca Anne Kline Special Needs Trust, by deed dated January 12, 2021, and recorded in the aforesaid Clerk's Office in Deed Book 1254, at Page 617 (a copy of which deed is attached hereto as Exhibit A).

It appearing by the Certificate of the City of Charles Town ("Certificate") filed this date with the Jefferson County Commission and by a Petition for Annexation of the Subject Parcel by the property owner dated September 23, 2020 and attached to said Certificate, that the sole owner and freeholder of the Subject Parcel has requested that the hereinabove referred to real estate be annexed to and become a part of the City of Charles Town.

It further appearing that the Certificate of the governing body of the municipality of Charles Town was this day filed showing that the annexation has been made in the manner required by law, to the corporate limits thereof, and that by such annexation the said corporate limits should be increased to include the Subject Parcel more particularly described above.

It further appearing from the said Certificate that the entire west boundary of the Subject Parcel is adjacent to and contiguous with the existing corporate boundary of Charles Town.

It further appearing that the Subject Parcel is entirely within the City of Charles Town's Urban Growth Boundary, and, according to the governing body of the municipality, the annexation is consistent with the City of Charles Town's Comprehensive Plan.

It is therefore ORDERED that such annexation to said corporate limits be and the same is hereby APPROVED and CONFIRMED, and the Clerk of the Jefferson County Commission is directed to deliver to the governing body of the City of Charles Town a certified copy of this Order as soon as practicable.

This Order shall take effect this _____ day of _____, 2021.

JEFFERSON COUNTY COMMISSION

By: _____
Josh Compton, President

Dated this _____ day of _____, 2021.

ATTEST:

Clerk of the County Commission of
Jefferson County, West Virginia

CERTIFICATE OF THE CITY OF CHARLES TOWN, WEST VIRGINIA TO ANNEX WITHOUT AN ELECTION UNDER THE PROVISIONS OF WEST VIRGINIA CODE §§ 8-6-4 & 8-6-4a A PARCEL OF REAL ESTATE CONTAINING APPROXIMATELY 1.2724 ACRES PRESENTLY LOCATED IN THE CHARLES TOWN DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA, DESCRIBED WITH MORE PARTICULARITY AS THE SUBJECT PROPERTY BELOW AND RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, IN DEED BOOK 1254, AT PAGE 617 AND NOW OWNED BY ARCADIA LAND, INC.

WHEREAS, Arcadia Land, Inc. is now the owner of a parcel of real estate recently purchased from Mary R. Kline, Sarah Kline Rogers, and Mary R. Kline and Sarah Kline Rogers, Trustees of the Rebecca Anne Kline Special Needs Trust, containing approximately 1.2724 acres presently located in the Charles Town District, Jefferson County, West Virginia, and more particularly described as follows (hereinafter, the "Subject Parcel"):

All that certain lot or parcel of land, containing 4.21 acres, situate on the Bloomery Turnpike about one mile south of Charles Town in Jefferson County, West Virginia, bounded and described by a survey and plat thereof made by J. Jas. Skinner, S.J.C., attached to, made a part of and recorded with that certain deed dated October 25, 1921, from Mary C. Mathena, widow, to J.W. Kline and M.A. Kline, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 120, at page 439, as follows:

BEGINNING at a point in the southwest line of Bloomery Pike (1) corner with Higgs; thence with the same S. 81-45 W. 1153.4 feet to angle in stone fence (2) again with Higgs, S. 68°E. 82.5 feet to a point (3); again with Higgs, N. 31-16 E. 732 feet to a post (4); thence by a new line with lot reserved by Mrs. Mathena, N. 51-25 W. 126.4 feet to a stake (5); thence by another new line, N. 36-15 E. 314.4 feet to a post in line of Pike (6); thence with line of Pike, N. 46-30 W. 241.2 feet to the beginning, containing 4.21 acres, deducting therefrom 23 feet roadway from (1) to (2) leaves a net acreage of 3.61 acres.

AND BEING the same real estate which was conveyed unto Charles William Kline and Mary Maxwelle Kline, husband and wife, from F. Dean Nichols, Trustee, by virtue of a deed dated August 9, 1980, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 470 at page 743; LESS AND EXCEPTING THEREFROM the following outsale: By deed dated March 11, 1988, and recorded in the aforesaid Clerk's Office in Deed Book 600 at page 736, a 2.52 Acre parcel and a 0.37 Acre parcel to the West Virginia Division of Highways.

The said Mary Maxwelle Kline died testate on May 10, 2015, and according to ARTICLE IV of her Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 25 at page 211, she devised her residuary estate, being real and personal property, to her husband, Charles William Kline. The said Charles William Kline died testate on November 17, 2018, and according to ARTICLE 3, DISTRIBUTION PROVISIONS of his Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 30 at page 290, he devised the rest, residue and remainder to his three daughters in equal

shares per stirpes, with Rebecca's share to be held and administered under the terms of the Rebecca Anne Kline Special Needs Trust, the Grantors herein.

AND BEING the same real estate conveyed to Arcadia Land, Inc. from Mary R. Kline, Sarah Kline Rogers, and Mary R. Kline and Sarah Kline Rogers, Trustees of the Rebecca Anne Kline Special Needs Trust, by deed dated January 12, 2021, and recorded in the aforesaid Clerk's Office in Deed Book 1254, at Page 617 (a copy of which deed is attached hereto as Exhibit A).

WHEREAS, Arcadia Land, Inc., requested annexation of the Subject Parcel into the City of Charles Town (the "City") as evidenced by a Petition for Annexation and Zoning dated September 23, 2020 (the "Petition"), a copy of which Petition is attached hereto as Exhibit B; and

WHEREAS, West Virginia Code ("Code") Section 8-6-4a provides for annexation without election and applies to municipalities in counties that have adopted a countywide zoning ordinance with designated urban growth boundaries and, prior to January 1, 2009, have adopted local impact fees pursuant to the provisions of Code Section 7-2-1, *et seq.*; Jefferson County, West Virginia, has adopted a countywide zoning ordinance with designated urban growth boundaries and has, prior to January 1, 2009, adopted local impact fees; and Code Section 8-6-4a is accordingly applicable to the City; and

WHEREAS, Code Section 8-6-4a(c)(1) provides that, if property proposed to be annexed is entirely within a municipality's designated urban growth boundary, the municipality may annex the property without an election pursuant to Code Section 8-6-4 and, in such case, the agreement of the county commission is not required; the Subject Parcel is entirely within the City's Urban Growth Boundary; and the City may accordingly annex the Subject Parcel pursuant to Code Section 8-6-4 without the agreement of the Jefferson County Commission; and

WHEREAS, Code Section 8-6-4(a) provides that the governing body of a municipality may, by ordinance, provide for annexation of additional territory without an election if both a majority of the qualified voters of the territory and a majority of all freeholders of the additional territory file a petition to be annexed, Code Section 8-6-4(b) provides that "qualified voters of the additional territory" includes firms and corporations in the additional territory, and Code Sections 8-6-4(d) and 8-6-4(f), respectively, provide that a qualified voter of the additional territory who is also a freeholder of the additional territory may join only one petition and that only a voter's petition is required if all of the eligible petitioners are qualified voters; as represented by Arcadia Land, Inc. and verified by the City, Arcadia Land, Inc. is now the sole owner, sole qualified voter, and sole freeholder of the Subject Parcel, and the single Petition submitted by Arcadia Land, Inc. accordingly satisfies the petition requirement of Code Section 8-6-4; and

WHEREAS, the entire western boundary of the Subject Parcel is adjacent to and contiguous with the existing corporate boundary of the City, and the proposed annexation is consistent with the City's Comprehensive Plan; and

WHEREAS, Code Section 8-6-4(g) provides that, if satisfied that a petition is sufficient in every respect, the governing body of a municipality shall enter that fact upon its journal and forward to the county

commission a certificate to that effect, and the county commission shall thereupon enter an order as described in Code Section 8-6-3, following which the corporate limits of the municipality shall include the annexed property; by Ordinance duly adopted December 21, 2020, a copy of which is attached hereto as Exhibit C, the Council of the City found the Petition to be sufficient in every respect and approved the requested annexation of the Subject Parcel; and, accordingly, the City thereby provided for annexation of the Subject Parcel into the City pursuant to the provisions of Code Sections 8-6-4, Annexation without an election, and 8-6-4a, Annexation without election for municipalities in counties that have an adopted countywide zoning ordinance which includes urban growth boundaries, subject only to the final Order of the Jefferson County Commission recognizing said annexation;

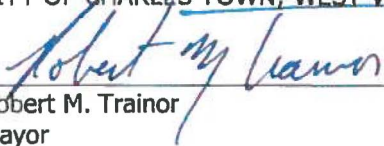
NOW, THEREFORE, this Certificate certifies that: (i) the representations set forth herein are true and accurate to the best knowledge, information, and belief of the City; (ii) all of the applicable requirements of Code Sections 8-6-3, 8-6-4, and 8-6-4a have been met with regard to the Petition; (iii) the Petition filed by Arcadia Land, Inc. as the now sole owner, qualified voter, and freeholder of the Subject Parcel, is sufficient in every respect in regard to the annexation into the City of the Subject Parcel; (iv) that the Council of the City has by Ordinance provided for annexation of the Subject Parcel; and (v) a copy of this Certificate, together with a copy of said Ordinance, has been filed with the records of the City; and

AND FURTHER, as required by Code Sections 8-6-3 and 8-6-4, this Certificate is hereby filed with the Jefferson County Commission for entry of an Order as required pursuant to West Virginia Code Sections 8-6-4(g) and 8-6-4a(h);

WHEREFORE, the City of Charles Town prays that the County Commission of Jefferson County, West Virginia, enter an Order, as described in Code Section 8-6-3 and as required by Code Sections 8-6-4(g) and 8-6-4a(h), reflecting the annexation and modification to the corporate limits of the City by addition thereto of the Subject Parcel and ordering that such annexation by the City be approved and confirmed.

Dated this 15th day of February, 2021.

CITY OF CHARLES TOWN, WEST VIRGINIA, a municipal corporation,



Robert M. Trainor
Mayor

Attest:



Daryl Hennessy
City Manager/Clerk

After recording mail to:
Arcadia Land, Inc
108 N. George Street, 2nd.
Charles Town, WV
25414

ARCADIA LAND INC
108 NORTH GEORGE STREET
2ND FLOOR
CHARLES TOWN WV 25414-1561

Jefferson County
Jacqueline C Shadle, Clerk
Instrument 202100001068
01/20/2021 @ 01:30:52 PM
DEED
Book 125A @ Page 617
Pages Recorded 10
Recording Cost \$ 52.00
Transfer Tax \$ 980.00
Farms Land Tax \$ 440.00

EXHIBIT A

THIS DEED made this 12th day of January, 2021, by and between MARY R. KLINE, SARAH KLINE ROGERS, and MARY R. KLINE and SARAH KLINE ROGERS, Trustees of the REBECCA ANNE KLINE SPECIAL NEEDS TRUST, hereinafter referred to as GRANTORS; and ARCADIA LAND, INC., a Virginia corporation, hereinafter, referred to as GRANTEE.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant, bargain and convey, in fee simple and with General Warranty, unto the said Grantee, all that certain lot or parcel of land, containing 4.21 acres, situate on the Bloomery Turnpike about one mile south of Charles Town in Jefferson County, West Virginia, bounded and described by a survey and plat thereof made by J. Jas. Skinner, S.J.C., attached to, made a part of and recorded with that certain deed dated October 25, 1921, from Mary C. Mathena, widow, to J.W. Kline and M.A. Kline, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 120, at page 439, as follows: Charles Town Dist ME)

BEGINNING at a point in the southwest line of Bloomery Pike (1) corner with Higgs; thence with the same S. 81-45 W. 1153.4 feet to angle in stone fence (2) again with Higgs, S. 68 E. 82.5 feet to a point (3); again with Higgs, N. 31-16 E. 732 feet to a post (4); thence by a new line with lot reserved by Mrs. Mathena, N. 51-25 W. 126.4 feet to a stake (5); thence by another new line, N. 36-15 E. 314.4 feet to a post in line of Pike (6); thence with line of Pike, N. 46-30 W. 241.2 feet to

the beginning, containing 4.21 acres, deducting therefrom 23 feet roadway from (1) to (2) leaves a net acreage of 3.61 acres.

AND BEING the same real estate which was conveyed unto Charles William Kline and Mary Maxwelle Kline, husband and wife, from F. Dean Nichols, Trustee, by virtue of a deed dated August 9, 1980, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 470 at page 743; LESS AND EXCEPTING THEREFROM the following outsale: By deed dated March 11, 1988, and recorded in the aforesaid Clerk's Office in Deed Book 600 at page 736, a 2.52 Acre parcel and a 0.37 Acre parcel to the West Virginia Division of Highways.

The said Mary Maxwelle Kline died testate on May 10, 2015, and according to ARTICLE IV of her Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 25 at page 211, she devised her residuary estate, being real and personal property, to her husband, Charles William Kline. The said Charles William Kline died testate on November 17, 2018, and according to ARTICLE 3, DISTRIBUTION PROVISIONS of his Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 30 at page 290, he devised the rest, residue and remainder to his three daughters in equal shares per stirpes, with Rebecca's share to be held and administered under the terms of the Rebecca Anne Kline Special Needs Trust, the Grantors herein.

THIS CONVEYANCE IS MADE SUBJECT TO, HOWEVER, to all conveyances, exceptions, covenants, conditions, restrictions, reservations, rights-of-way, easements, encumbrances, and encroachments and other matters of record, if any.

DECLARATION OF CONSIDERATION OR VALUE

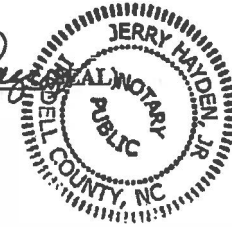
Under penalties of fine and imprisonment, as provided by law, the undersigned hereby declare that the total consideration paid for the real estate conveyed by the document to which this declaration is appended was \$199,900.00.

WITNESS the following signatures and seals.

Mary R. Kline (SEAL)
Mary R. Kline

Sarah Kline Rogers
Sarah Kline Rogers

REBECCA ANNE KLINE
SPECIALS NEEDS TRUST



BY: Mary R. Kline (SEAL)
Mary R. Kline, Trustee/Guardian

BY: Sarah Kline Rogers
Sarah Kline Rogers, Trustee/Guardian

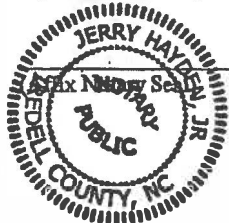


STATE OF North Carolina
COUNTY OF Reddell, to wit:

I, Jerry Hayden, a Notary Public within and for said County and State, do hereby certify that SARAH KLINE ROGERS, Individually and as Trustee/Guardian of the REBECCA ANNE KLINE SPECIAL NEEDS TRUST, whose name is signed to the writing above bearing date the 12th day of January, 2021, has this day acknowledged the same before me in my said County and State.

Given under my hand this 15th day of January, 2021.

My commission expires:



Jerry Hayden
Notary Public

THIS INSTRUMENT PREPARED BY: Peter L. Chakmakian, Attorney at Law, P.O.
Box 547, Charles Town, West Virginia 25414

STATE OF West Virginia

COUNTY OF Jefferson, to wit:

I, Amy Brown, a Notary Public within and for said County and State, do hereby certify that MARY R. KLINE, Individually and as Trustee/Guardian of the REBECCA ANNE KLINE SPECIAL NEEDS TRUST, whose name is signed to the writing above bearing date the 12th day of January, 2021, has this day acknowledged the same before me in my said County and State.

Given under my hand this 13th day of January, 2021.

My commission expires: Apr. 19, 2021

(Affix Notary Seal)

Amy Brown
Notary Public



EXHIBIT A
DESCRIPTION OF PROPERTY

All that certain lot or parcel of land, containing 4.21 acres, situate on the Bloomery Turnpike about one mile south of Charles Town in Jefferson County, West Virginia, bounded and described by a survey and plat thereof made by J. Jas. Skinner, S.J.C., attached to, made a part of and recorded with that certain deed dated October 25, 1921, from Mary C. Mathens, widow, to J.W. Kline and M.A. Kline, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 120, at page 439, as follows:

BEGINNING at a point in the southwest line of Bloomery Pike (1) corner with Higgs; thence with the same S. 81-45 W. 1153.4 feet to angle in stone fence (2) again with Higgs, S. 68 E. 82.5 feet to a point (3); again with Higgs, N. 31-16 E. 732 feet to a post (4); thence by a new line with lot reserved by Mrs. Mathens, N. 51-25 W. 126.4 feet to a stake (5); thence by another new line, N. 36-15 E. 314.4 feet to a post in line of Pike (6); thence with line of Pike, N. 46-30 W. 241.2 feet to the beginning, containing 4.21 acres, deducting therefrom 23 feet roadway from (1) to (2) leaves a net acreage of 3.61 acres.

AND BEING the same real estate which was conveyed unto Charles William Kline and Mary Maxwelle Kline, husband and wife, from F. Dean Nichols, Trustee, by virtue of a deed dated August 9, 1980, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 470 at page 743; **LESS AND EXCEPTING THEREFROM** the following outsize: By deed dated March 11, 1988, and recorded in the aforesaid Clerk's Office in Deed Book 600 at page 736, a 2.52 Acre parcel and a 0.37 Acre parcel to the West Virginia Division of Highways.

The said Mary Maxwelle Kline died testate on May 10, 2015, and according to **ARTICLE IV** of her Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 25 at page 211, she devised her residuary estate, being real and personal property, to her husband, Charles William Kline. The said Charles William Kline died testate on November 17, 2018, and according to **ARTICLE 3, DISTRIBUTION PROVISIONS** of his Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 30 at page 290, he devised the rest, residue and remainder to his three daughters in equal shares per stirpes, with Rebecca's share to be held and administered under the terms of the Rebecca Anne Kline Special Needs Trust.

Annexation No. 2020-02/200051

PETITION FOR ANNEXATION AND ZONING

Annexation petitions shall provide the following information:

1. DATE: September 23, 2020
2. APPLICANT'S NAME* Arcadia Land, Inc
 Address: 108 N George St, 2nd Fl, Charles Town, WV 25414
 Telephone Number (443) 286-2786 Fax Number ()
 Email Address gendler@arcadiacompanies.com
3. PROPERTY OWNER'S NAME Mary B Kline
 Address: 623 S Church St, Charles Town, WV 25414
 Telephone Number (240) 476-3684 Fax Number ()
 Email Address wvgirl321@gmail.com
- PROPERTY OWNER'S NAME Sarah Kline Rogers
 Address: 432 Summit Ave, Statesville, NC 28677
 Telephone Number (704) 872-2075 Fax Number ()
 Email Address griffithchick@gmail.com
- PROPERTY OWNER'S NAME Rebecca Anne Kline Special Needs Trust,
Sarah Rogers and Mary Kline, Co. Trustees
 Address: 623 S Church St, Charles Town, WV 25414
 Telephone Number 240 (240) 476-3684 Fax Number ()
 Email Address wvgirl321@gmail.com

*Applicants include: Property owner(s), Engineer(s), Surveyor(s), or Consultant(s)

4. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY: (list all parcels that apply)

Property Address: 1382 S George St

Tax Map # and Parcel(s): Tax Map 17, Parcel 8

Deed Book and Page: 473/740

Property Area in Square Feet or Acres: 1.2724 acres

5. PROVIDE SCALED MAP, TO BE ATTACHED, OF THE PROPERTY CLEARLY SHOWING THE PROPERTY'S LOCATION AND PROPERTY AREA IN SQUARE FEET AND/OR ACRES:

See attached

6. DESCRIPTION OF APPLICANT'S INTEREST IN THE PROPERTY:

Applicant is the contract purchaser of the Property

7. DESCRIPTION OF THE PRESENT USE(S) OF THE PROPERTY AND EXISTING ZONING DISTRICT:

The property currently is occupied by a veterinary clinic. The existing county zoning district is Residential/Light Industrial/Commercial.

8. REQUESTED ZONING FOR THE PROPERTY:

General Commercial

9 DESCRIBE HOW THE REQUESTED ZONING WILL BE CONSISTENT WITH THE OBJECTIVES AND POLICIES OF THE CHARLES TOWN COMPREHENSIVE PLAN:

See attached

10. DESCRIPTION OF THE PROPOSED USE(S) OF THE PROPERTY, IF KNOWN:

See attached

11. PARCEL HISTORY (List all pending or previously approved applications on the subject parcels inventoried above, including previous site plan applications if this application is a site plan amendment)

Application No.	Project Name and Phase	Status	Approval Date
NA			

9. The property is within the Charles Town Urban Growth Boundary. It is also one of the parcels listed to be annexed in the City of Charles Town's annexation petition that was denied by the Jefferson County Commission and is currently the subject of ongoing litigation. The 2040 Comprehensive Plan suggests the zoning for this parcel and those in its general vicinity be Mixed Use Commercial which the Comprehensive Plan anticipates be predominantly commercial. The applicant does not foresee any residential use on this parcel in that it is relatively small and, along with the abutting property owned by the applicant, surrounded by busy roadways – WV Rt 115, US 340, and the exit/entrance ramp between the two roads. This parcel is also on the outer perimeter of the area designated for future Mixed Use Commercial Zoning. For these reasons, the applicant is requesting a General Commercial Zoning designation and submits that this does no harm and is consistent with the general intent of the Comprehensive Plan.

10. The applicant has no specific commercial use for the property at this time. It is the applicant's intention to market and possibly merge this parcel with the abutting parcel owned by the applicant to create a larger, more attractive commercial site. The applicant is considering marketing the lots together as a potential convenience store with gas station site.

12. INTERESTED PARTY ADDRESSES, FOR PUBLIC NOTICE: (including across street)
 (Interested parties are defined as adjacent properties within 100 feet)

Owner	# and Street	City, State, Zip
City of Charles Town	1376 S George St	Charles Town, WV 25414
Gray, Edward H, Estate c/o Laura Gray	301 Lapatos Dr	Myrtle Beach, SC 29588
Hendricks, Patricia L & Guy	88 Citizens Way	Charles Town, WV 25414
Stewart, Charles R & Theresa	92 Citizens Way	Charles Town, WV 25414
Arcadia Land, Inc.	108 N George St, 2 nd Fl	Charles Town, WV 25414

NOTES

Additional exhibits may be required by the Zoning Administrator such as a plot plan or site plan showing existing and if applicable, proposed structures, easements, watercourses, curb cuts and description of the uses of adjacent property that are necessary to describe existing or proposed conditions.

Any desire to amend or withdraw this petition must be submitted in writing to the Zoning Administrator. Also, if ownership of any part of or all of the real property subject to the petition shall change during the pendency of the petition, the Petitioner shall be required to immediately advise the Zoning Administrator in writing.

CERTIFICATION

I certify that, to the best of my knowledge, the submitted information and statements are true and correct. I also certify that I have received and read the City of Charles Town Annexation Policy and relevant provisions of the Charles Town Zoning and Subdivision/Land Development Ordinances outlining applicable procedures.

Signature of Applicant *Arabella Sad, Inc.* *Date* *9/23/2020*

Signature of Owner(s) (If different than Applicant) *Mary Adelle* *Date* *9/19/2020*

Signature of Owner(s) (If different than Applicant) _____ *Date* _____

Signature of Owner(s) (If different than Applicant) *Mary Adelle* *Date* *9/19/2020*
CO-Trustee

Please submit an original completed petition to the following:

City Planner
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

CERTIFICATION

I certify that, to the best of my knowledge, the submitted information and statements are true and correct. I also certify that I have received and read the City of Charles Town Annexation Policy and relevant provisions of the Charles Town Zoning and Subdivision/Land Development Ordinances outlining applicable procedures.

Signature of Applicant _____

Date _____

Signature of Owner(s) (if different than Applicant) _____

Date _____

Signature of Owner(s) (if different than Applicant)

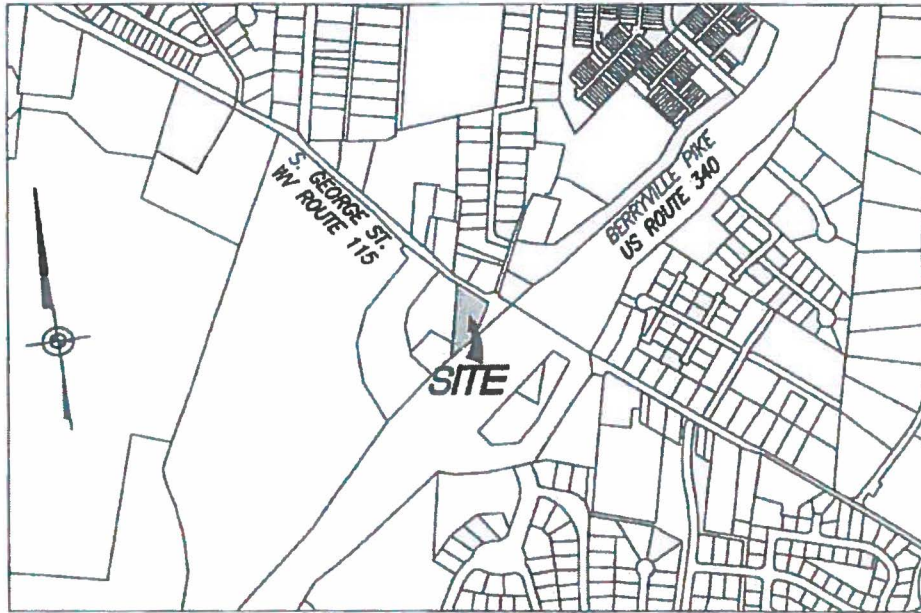
Sarah Klise Ragus Date *9/16/20*

Signature of Owner(s) (if different than Applicant)

Sarah K Ragus, trustee Date *9/16/20*

Please submit an original completed petition to the following:

City Planner
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414



VICINITY MAP
SCALE: 1"=750'

LEGEND:

- IRS = 5/8" IRON REBAR & CAP SET
- IRF = IRON ROD FOUND
- DB = DEED BOOK
- PG = PAGE
- ⊙ = UTILITY POLE
- + = GUY WIRE
- = OVERHEAD WIRE
- = EXISTING FENCE

NOTES:

1. NO TITLE REPORT FURNISHED. EASEMENTS OTHER THAN SHOWN MAY EXIST.
2. THE PROPERTY SHOWN HEREON IS WITHIN THE JEFFERSON COUNTY, CHARLES TOWN DISTRICT, AS SHOWN ON TAX MAP 17, PARCEL 8
3. CURRENT OWNER: CHARLES W. AND MARY M. KLINE, DEED BOOK 473 PAGE 740
4. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X", AS SHOWN ON FLOOD INSURANCE RATE MAP 54037C0138E, EFFECTIVE DATE DECEMBER 18, 2008.

SURVEYOR'S CERTIFICATE:

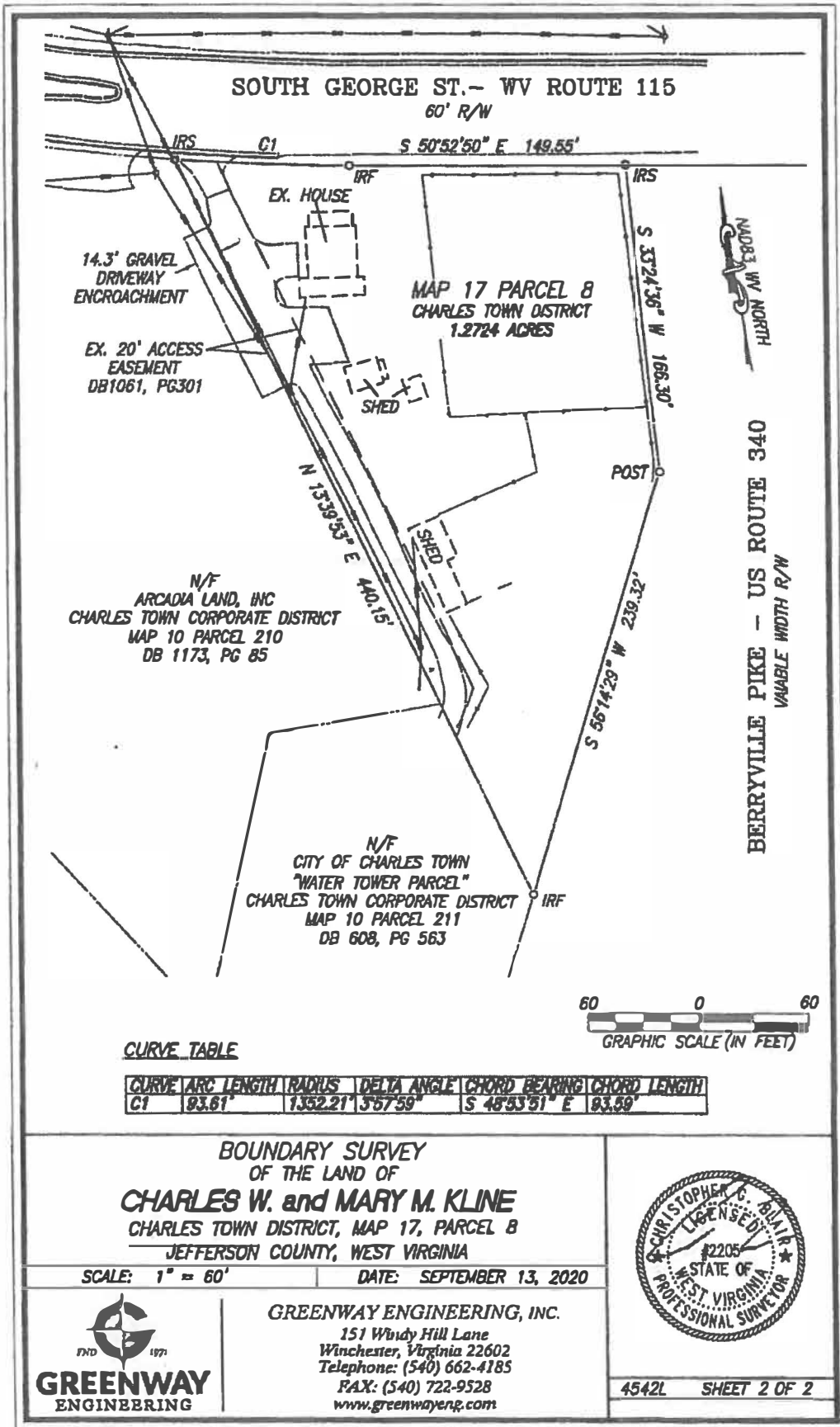
I, CHRISTOPHER G. BLAIR A DULY LICENSED LAND SURVEYOR IN THE STATE OF WEST VIRGINIA, DO HEREBY CERTIFY THAT THIS SURVEY IS BASED UPON A CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND THIS PLAT IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(Signature) 09/22/2020
CHRISTOPHER G. BLAIR, P.S. #2205 DATE

BOUNDARY SURVEY
OF THE LAND OF
CHARLES W. and MARY M. KLINE
CHARLES TOWN DISTRICT, MAP 17, PARCEL 8
JEFFERSON COUNTY, WEST VIRGINIA
SCALE: AS SHOWN DATE: SEPTEMBER 13, 2020



GREENWAY ENGINEERING, INC.
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
FAX: (540) 722-9528
www.greenwayeng.com



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	93.61'	1352.21'	357°59'	S 48°53'51" E	83.59'

BOUNDARY SURVEY
OF THE LAND OF
CHARLES W. and MARY M. KLINE
CHARLES TOWN DISTRICT, MAP 17, PARCEL 8
JEFFERSON COUNTY, WEST VIRGINIA

SCALE: 1" = 60'

DATE: SEPTEMBER 13, 2020



GREENWAY ENGINEERING, INC.
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
FAX: (540) 722-9528
www.greenwayeng.com





City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

CITY OF CHARLES TOWN
WEST VIRGINIA

AN ORDINANCE TO ANNEX 1.2724 ACRES OF LAND INTO THE CITY OF CHARLES TOWN, PURSUANT TO § 8-6-4, ANNEXATION WITHOUT AN ELECTION OF THE WEST VIRGINIA CODE, AND TO ZONE THE ANNEXED LAND FOR GENERAL COMMERCIAL USE.

WHEREAS, the governing body of a municipality may, by ordinance, provide for the annexation of additional territory without ordering a vote on the question if: (1) a majority of the qualified voters of the additional territory file with the governing body a petition to be annexed; and (2) a majority of freeholders of the additional territory, whether they reside or have a place of business within or not, file with the governing body a petition to be annexed;

WHEREAS, for purposes of this section of law, the term "qualified voter of the additional territory" includes firms and corporations in the additional territory regardless of whether the firm or corporation is a freeholder and the petition may be signed by any officer duly designated by the firm;

WHEREAS, Mary R. Kline, Sarah Kline Rogers, and Rebecca Anne Kline Special Needs Trust (Mary Kline and Sarah Rogers, Co-Trustees), as the only freeholders and qualified voters of the property proposed for annexation have submitted a written and signed petition to the city requesting annexation and zoning;

WHEREAS, Arcadia Land, Inc., the contract purchaser of the proposed parcel of land, has also signed the petition for annexation and zoning, currently owns land adjacent to the parcel proposed for annexation, and is separately pursuing the rezoning of its parcel of land to General Commercial so it may combine and market the adjacent parcels for a future commercial use;

WHEREAS, it is the responsibility of the governing body to enumerate and verify the total number of eligible petitioners and, when satisfied that the petition is sufficient in every respect, shall enter that fact upon its journal and forward a certificate to that effect to the county commission;

WHEREAS, the county commission shall enter an order and the corporate limits of the municipality shall be as set forth therein;

WHEREAS, the proposed annexation and zoning has been determined to be consistent with the city's comprehensive plan by the Charles Town Planning Commission on October 26, 2020, including future land use that is primarily mixed-use commercial;

WHEREAS, annexation of this land into the municipal boundaries and zoning it for General Commercial use will allow for continued orderly growth in an area where urban level amenities like the commercial uses intended by the applicant should be provided; and

WHEREAS, the land proposed for annexation is located with the municipality's approved Urban Growth Zone.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLES TOWN, that the municipality finds the applicant's petition for annexation and zoning to be sufficient in every respect; and

LET IT BE FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF CHARLES TOWN, that the municipality approves the requested annexation of 1.2724 acres of land owned by Mary R. Kline, Sarah Kline Rogers, and Rebecca Ann Kline Special Needs Trust into the corporate boundaries and recommends a zoning map amendment allowing for General Commercial use on the property.

This Ordinance shall take effect upon enactment.

First Reading: NOVEMBER 16, 2020

Public Hearing: DECEMBER 21, 2020

Passed on Second Reading: DECEMBER 21, 2020

Enacted this 20th day of DECEMBER, 2020

City of Charles Town



Robert M. Trainor
Mayor

Attest:



Daryl Hennessy
City Manager/Clerk

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **April 1, 2021**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interviews and Appointments to the following:**

- ↓ **Jefferson County Planning Commission – two three-year terms ending March 31, 2024 – Discussion/Action**
- ↓ **Jefferson County Historic Landmarks Commission – three three-year terms ending March 31, 2024 – Discussion/Action**

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

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

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, April 1, 2021 or as soon thereafter as the Commission may decide:

Planning Commission - two (3) three-year terms ending March 31, 2024

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, by 12:00 pm on the Monday prior to the proposed date of appointment.

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

Jessica Carroll

From: rootmeansquared <robertmichaelshepp@gmail.com>
Sent: Wednesday, March 24, 2021 11:08 AM
To: Jessica Carroll
Cc: Stephanie Grove; Steve Stolipher
Subject: Planning commission

Jessica, I would like to be considered for reappointment to the Planning Commission. My term expires in March 2021. If I need to do anything else please let me know. I will plan to be "online" at the County Commission meeting on April 1st.

Thanks much!

Mike Shepp
Sent from my iPad

Jessica Carroll

From: Matt Knott <matt@riverriders.com>
Sent: Tuesday, March 23, 2021 1:43 PM
To: Jessica Carroll
Subject: Re: FW: Jefferson County Commission Agenda for Thursday, August 6, 2020

Hi Jessica,
I would like to be reappointed to the Jefferson County Planning Commission.
Thanks,

Matt



Matt Knott

River Riders /Clarion /White Horse Tavern /Varsity
Travel

P: 304-535-2663
E: matt@riverriders.com
A: 408 Alstadts Hill Rd, Harpers Ferry, WV 25425

www.riverriders.com



On Mon, Aug 3, 2020 at 4:06 PM Jessica Carroll <jcarroll@jeffersoncountywv.org> wrote:

All –

Please see attached agenda and take note of your appointment time, if applicable. An e-mail containing the invitation link to the Webinar will be sent separately.

Please let me know if you have any questions regarding this week's meeting or the agenda.

Thanks,

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, April 1, 2021, or as soon thereafter as the Commission may decide:

Historic Landmarks Commission - three three-year terms ending March 31, 2024.

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.

March 19, 2021

Jefferson County Commission
PO BOX 250
Charles Town, WV 25414

Dear Jefferson County Commission,

I have completed my twelfth year on the Jefferson County Historic Landmarks Commission (JCHLC) and ask that I be reappointed for another three-year term, 2021-2024.

During my time chairing the JCHLC, the Commission has moved beyond its traditional role of documenting and recognition of historic structures and began focusing on education, battlefield preservation, heritage tourism, and support of owners of landmark structures. For example, the WV GeoExplorer Project and JCHLC website, Facebook and Instagram pages, are the Commission's educational projects. These sites provide Jefferson County history to anyone with a computer and Internet connection. The acquisition of six properties, totaling 52 acres, on or near the Potomac River and part of the core Shepherdstown Battlefield, are now preserved and await the expansion of Antietam National Battlefield, NPS. These are some of the activities and achievements that have made serving on the JCHLC so rewarding.

My goals for the next three years are to contribute to enacting a delay of demolition ordinance that would expand protections for inventoried historic structures, work to integrate WV GeoExplorer into the Jefferson County schools' curriculum, expansion of Antietam National Battlefield to include the Shepherdstown Battlefield, Duffield's Depot rehabilitation and complete fundraising for the Jefferson County Historic Preservation Fund in an effort to support owners of landmark designated structures.

Thank you for your consideration.

Sincerely,

Martin Burke

Martin Burke
1328 Terrapin Neck Rd.
Shepherdstown, WV 25443

Jessica Carroll

From: John Demer <jdemer@hotmail.com>
Sent: Friday, March 12, 2021 7:53 PM
To: Jessica Carroll
Cc: Martin Burke; Jack Hefestay; Leigh Koonce
Subject: Request for reappointment to Jefferson County Historic Landmarks Commission

Dear Ms. Carroll,

I request that our County Commission extend my appointment to our Jefferson County Historic Landmarks Commission by a three-year term to March 2024.

An extension would allow me to assist Chairman Burke, Commissioners Hafesty and Koonce, and our dedicated volunteers, in vital, ongoing projects of the JCHLC that include, among others: stabilization of Duffields Depot; assistance to our West Virginia Department of Transportation on the extension of Route 340 to Virginia; through grants, preservation of Civil War Battlefield sites at Summit Point and Shepherdstown; multiple projects that document African-American heritage; federal nominations to the National Register of Historic Places, and local nominations as Jefferson County Historic Landmarks.

With respect,

John Demer, Commissioner

Addison R Reese

122 Larkspur Lane Shepherdstown, WV 25443
addisonrreese@gmail.com • 301-788-7239

March 24, 2021

Jefferson County Commission
PO Box 250
Charles Town, WV 25414
304-728-3284

To Whom It May Concern:

This is the official submission of my resume to be considered for a seat on the Jefferson County Historic Landmarks Commission. I believe the combination of my experience, training and education will prove to be a valuable asset to the Jefferson County Historic Landmarks Commission.

Thank you for your consideration.

Sincerely,



Addison Reese

Addison R. Reese

122 Larkspur Lane • Shepherdstown, WV 25443
301-788-7239 • addisonreese@gmail.com

Profile

Educator and writer with a strong background centered in genealogical research, cemetery maintenance, historic preservation, public policy, community engagement and communication. Actively engaged in the local community and serve on the Board of Directors of the League of Women Voters of Jefferson County.

Education

- **WV Bridge Institute - Appalachian Institute for Community Leadership.** Shepherd University, Spring 2020.
- **Master's Degree - Special Education, Autism Spectrum Disorders,** West Virginia University, December 2015.
- **Bachelor's Degree - Elementary Education, Multi-Subject K-6,** Shepherd University, December 2008. Officer for the Shepherd Education Student Association (SESA).

Work Experience

Special Education Teacher-Autism, January 2010 - Current

Berkeley County Schools, Tuscarora Elementary

- Teach all core elementary subjects, as well as social, functional, and communication skills. Write and execute lesson plans based on learner differences and individual student needs, and develop Individualized Education Plans for all students. Member of the school's Crisis Prevention Team.

Berkeley County Schools, Eagle School Intermediate

- Organized and facilitated the annual used book sale to benefit the school's special education programs. Recipient of *2016-2017 Ecolab Foundation Visions for Learning Grant* and *2013 Youth Gardening Grant*.

Substitute Librarian, 2018-present (part-time)

Shepherdstown Library, 100 E. German St., Shepherdstown, WV

- Serve as the public interface for a bustling, historic library. Oversee and assist with special events at the library.

Substitute Teacher, January 2009-2011

Berkeley County Schools, 401 S. Queen St., Martinsburg, WV 25401

- Substitute teacher, pre-kindergarten through fifth grade and all special education exceptionalities. Long-term substitute teacher at Tuscarora Elementary, second grade (Oct.-Dec. 2009) and third grade at Potomack Intermediate, (March-June 2010).

Project Excel, 2005-2008

Shepherdstown Elementary School, 662 S Church St, Shepherdstown, WV

- Worked as a tutor and mentor in an after-school program for students, grades K-5. Lead the chess club for students in the program.

Community Service and Leadership

Jefferson County Historic Landmarks Commission Volunteer (2020-present)

- Preparing county historic landmark nomination. Submitted *Helen Parker Willard Historic Cemetery Grant* on behalf of JCHLC.

Board of Directors, League of Women Voters, Jefferson County, WV (2019-present)

- Serve on committees related to education and community outreach.
- Served as League Observer for the Jefferson County Development Authority.

Site Manager/Caretaker of Kearneysville Methodist/Boyd Carter Memorial Cemetery, Kearneysville, WV (2018-present)

- Lead preservation and maintenance efforts at a local African American cemetery.
- Apply knowledge of preservation techniques to stabilize gravesites.
- Facilitate community engagement through volunteer-based land management and stewardship.
- Research, document, and interpret gravesite genealogical information using a website, social media, and on-site tours.
- Grant application. Collaboration with cemetery trustees, JCHLC, and the West Virginia State Historic Preservation Office.

Hospice of Washington County, Hagerstown, MD (2001-2007)

- Patient care, phone operator, office work, helped organize community fundraising events.

Training and Workshops

- Certified Trauma Informed Educator, The Martinsburg Initiative/Berkeley Co. Schools (2021)
- Section 106 Training, Advisory Council on Historic Preservation (2020)
- Importance of Mapping Cultural Resources (Training). National Preservation Institute (2020)
- Introduction to African American Genealogy, AARCH, Frederick, MD (2020)
- Multiple Sides of the Human Story Diversity & Inclusion Workshop, Shepherd University (2020)
- Cemetery Preservation and Maintenance Techniques, Sharpsburg, MD (2019)
- Cultural Diversity Training, Berkeley County Schools (Fall 2016, Spring 2019)
- Applied Behavior Analysis Training (August 2016)
- Certified in Crisis Prevention Intervention (CPI). Recertified annually since 2009.

Professional References

Dr. Tyler Long, (304) 267-3565
Principal at Tuscarora Elementary School
2000 Tavern Road, Martinsburg, WV 25401

Lewis Mullenax, (304) 267-3500
Principal at Eagle School Intermediate
730 Eagle School Road
Martinsburg, WV

Tish Wiggs, (304) 876-2783
Children's Librarian – Shepherdstown Library
100 E German St.
Shepherdstown, WV 25443

22 March 2021

Guy J. Nasuti
379 Fawn Drive
Harpers Ferry, WV. 25425

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

To Whom it May Concern,

I am writing to express interest in a position with the Historic Landmarks Commission of the Jefferson County Commission. My knowledge and skills in history, writing, and research have prepared me for such a position on the county board.

I have been a historian for over ten years, both with the United States Army and Navy. I currently work for the Naval History and Heritage Command (NHHC) in the Washington D.C. Navy Yard. Prior to that, I worked as a photo editor for the magazines *Vietnam* and *Aviation History*. I served honorably for five years as an enlisted man in the U.S. Navy, and deployed to Iraq during Operation Iraqi Freedom/Enduring Freedom.

While having lived at my current address for only a year in Harpers Ferry, I previously resided in Northern Virginia and Martinsburg. With an avid interest in the American Civil War, I graduated with a Bachelor's degree in history from Shepherd University, and a Master's degree in military history. I am also currently planning to write my PhD dissertation thesis on the Underwater Demolition Teams (UDTs) of World War II. I look forward to hearing from you; you can contact me at 571-491-7597. Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Guy Nasuti', written over the word 'Sincerely,'.

Guy Nasuti

Guy Joseph Nasuti
379 Fawn Drive
Harpers Ferry, WV. 25425
Mobile: 571-491-7597
Email: guy.nasuti@gmail.com
Current T/S clearance

Work Experience

Historian (GS-12, Series 0170): Naval History and Heritage Command-Washington, DC
09/2014-Present; Mr. Charles Brodine, Supervisor; 40 Hours per Week

- Research, write, and edit US naval ship histories for inclusion in the Dictionary of American Naval Fighting Ships (DANFS).
- Research, write, and disseminate responses to various Congressional, veteran, and CNO inquiries concerning US naval history or veteran matters on behalf of Director, Naval History and Heritage Command.
- Collect and properly store records and information relevant to the preservation of naval history.
- Conduct research and write commemoration events of U.S. Navy history, including the 75th Anniversaries of the Normandy landings and the Battle of Okinawa.
- Writing book project on the Underwater Demolition Teams (UDTs) in World War II.

Technical Information Specialist (GS-09, Series 1412): U. S. Military History Institute-Carlisle, PA
08/2010-09/2014; Dr. Conrad Crane, Supervisor; 40 Hours per Week

- Conducted research for patrons having family members listed as Killed in Action or Missing in Action to provide resources and information on the individual's status and records available on the individual.
- Taught patrons how to conduct research into the holdings of the U. S. Army's Heritage and Education Center archives.
- Served as information specialist on historical matters and as a research guide in MHI's Reading Room.
- Served on editing team for a new museum exhibit on U. S. Army History.
- Answered historical inquiries from patrons, authors, professors, and historians by conducting research and providing the proper source materials and information.
- Former editor of "This Week in Army History."
- Former editor of monthly feature "Army History and Heritage," on the Army's website.

Freelance Researcher and Writer

09/2008-Present

- Helped author Jeff Danby and a team of researchers conduct research into IDPF "X-files," Morning Reports, and Unit Rosters on American personnel listed as Missing in Action in Europe during World War II.
- Author Raphael Aron used part of my article "The Hitler Youth: An Effective Organization for Total War," in his book *Cults, Terror, and Mind Control*.
- Conducted research on American casualties during World War II at the U. S. Army Heritage and Education Center in Carlisle, Pennsylvania, for Dr. Simon Trew, Head of War Studies Department, Royal Military Academy Sandhurst.

- Conducted textual and photographic research at National Archives II in College Park, Maryland, for military history and history related items for freelance work and for my own personal use in writing articles for magazines including *World War II*, *America in WWII*, and a newsletter for the World War II History Center in Wichita, Kansas.

Adjunct Faculty: Marshall University-Martinsburg, WV 01/2010-08/2014
25-30 Hours per Week

- Created course HST 303: The American Military Experience, and have taught it twice to National Guard members at the 167th Wing, Martinsburg, West Virginia Air National Guard.
- Have taught courses HST 306: Rise of Modern China; HST 307: World War II and the Cold War; HST 409: The American Revolution; and HST 414: Civil War and Reconstruction
- Created lectures using Microsoft PowerPoint.
- Assigned textbooks for students.
- Created a midterm and final examination.
- Assigned thesis-driven research papers using the Turabian-style of writing.

Historian/Temporary Position: History Associates Incorporated-Rockville, MD 06/2010-07/2010
25-35 Hours per Week

- Conducted research into the history of gold, copper, silver, and other various ore mines and mills in parts of Washington State for a law office specializing in litigation for an upcoming court case.
- Research databases, maps, charts, ledgers, mine and Mill Company records for evidence of milling facilities on mine properties in the northwest section of Washington State.
- Created folders using Microsoft Office 7 for any primary/secondary source materials and created spreadsheets with relevant items extracted from various libraries and state databases.
- Drafted and wrote final mill reports using Microsoft Word for use by litigation team.

Photo Editor: Weider History Group-Leesburg, VA 6/2007-1/2009
40 Hours per Week

- Researched and obtained photographs using internet search engines to find various photography agencies and other websites for images.
- Physically researched photographic archives at the National Archives and various other archives for two history magazines, *Vietnam* and *Aviation History*.
- Created folders for storing images used by art directors.
- Printed photos and attached caption information using Adobe Photoshop CS and CS 2.

Student: Shepherd University/American Military University 9/2004-12/2009

- Full time student that obtained both a Bachelors and Masters Degrees with the GI Bill.
- Learned and practiced research methods in history, as well as writing history-themed papers both for school and for academic journals.

Photographer: Martinsburg Journal-Martinsburg, WV
25-32 Hours per Week

2/2004-9/2004

- Photographed various sporting and newsworthy events for daily newspaper.
- Downloaded images and color corrected and resized them.
- Archived photos using computer and CD-R discs.
- Photographs picked up by the Associated Press and used in newspapers across the county.

Photographer: US Navy-USS *Nassau* (LHA-4)
40 Hours per Week

1/1999-10/2003

- Graduated in film and digital photography, as well as classification markings, security, and intelligence-related mission support training at the Defense Information School, Ft. Meade, Maryland.
- Photographed missions of USS *Nassau* (LHA-4), including several intelligence missions.
- Archived and catalogued all photographs, as well as color corrected and resized photos using Photoshop software including Adobe Photoshop 7, 8, and CS.

Ships histories, articles, and monographs:

As historian for US Navy:

A Ceremony for the Fallen: Aftermath of a Kamikaze Attack

<https://www.history.navy.mil/content/history/nhhc/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1945/battle-of-okinawa/ceremony-for-fallen.html>

“Closer than Brothers”: The Loss of USS *Twiggs* at Okinawa

<https://www.history.navy.mil/content/history/nhhc/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1945/battle-of-okinawa/twiggs-okinawa.html>

“I Still Remember the Shipmates That Didn’t Survive”: The Destruction of USS *Pringle*

<https://www.history.navy.mil/content/history/nhhc/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1945/battle-of-okinawa/destruction-of-pringle.html>

The “Graveyard Shift”: The Most Dangerous Place off Okinawa

<https://www.history.navy.mil/content/history/nhhc/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1945/battle-of-okinawa/dangerous-okinawa.html>

“Those Suicide Pilots Knew Where to Hit”: The Sinking of USS *Little*

<https://www.history.navy.mil/content/history/nhhc/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1945/battle-of-okinawa/sinking-of-little.html>

Several ships histories written for **Dictionary of American Fighting Ships (DANFS)** including:

USS *Perkins* (Destroyer No. 26)

USS *Parker* (Destroyer No. 48)

USS *John D. Edwards* (DD-216)

USS *Ranger* (CVA-61)
USS *Bunker Hill* (CV-17)
USS *Lexington* (CV-2)
USS *Spearfish* (SS-190)
USS *Minneapolis* (CA-36)
USS *Samuel B. Roberts* (DE-413)

Monograph on the Battle of Wake Island, “The Forsaken Defenders of Wake Island.”
<https://www.history.navy.mil/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1941/philippines/defenders-of-wake.html>

Essay on “The Great Marianas Turkey Shoot,” 19-20 June 1944:
<https://www.history.navy.mil/content/history/nhnc/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1944/battle-philippine-sea/turkey-shoot.html>

Historical Synopsis on Operation Neptune, The U.S. Navy on D-Day, 6 June 1944:
<https://www.history.navy.mil/content/history/nhnc/browse-by-topic/wars-conflicts-and-operations/world-war-ii/1944/overlord/operation-neptune.html>

Appeared in TV and print media **interviews** for Defense Media Agency on Naval Combat Demolition Units at D-Day; on Pearl Harbor in USA Today newspapers; and concerning a Wisconsin sailor killed onboard USS *Oklahoma* for WXOW-ABC in La Crosse, Wisconsin.

Articles published in *America in WWII* magazine:

“The Telltale Click,” February 2011 issue. A young GI searching for his missing squad in the hedgerows of Normandy suddenly hears an ominous click....

“I Was There: A Navy Photographer Ducks Kamikazes on USS *Essex*,” August 2011 issue, is an interview with navy veteran Jack Stewart concerning his experiences during a kamikaze attack, playing poker with famed AP photographer Joe Rosenthal, and becoming friends with Hollywood celebrities after the war.

“Day of the Kamikazes,” February-March 2017 issue. The crew of USS *Bunker Hill* (CV-17) had seen what kamikazes could do to an aircraft carrier. They hoped it would not happen to theirs.

“Two Tries to End a Threat,” from *WWII Carrier War: The Battle of Midway and Beyond*, focuses on the Battles of the Eastern Solomons and the Battle of Santa Cruz Islands. Summer 2017 Special Issue

“Pearl Harbor MIA,” December 2017 issue, takes readers on a guided tour of the Department of POW/MIA Accounting Agency offices and laboratories in Honolulu, Hawaii, with the family of a Marine killed in action onboard USS *Oklahoma* (BB-37) during the attack on Pearl Harbor whose remains have yet to be identified.

Skills:

Writing

Historical and Archives research

Editing

Teaching

Photography

Internet search engines

Microsoft Word, Excel, Access, and PowerPoint

Adobe Photoshop 5.5, 7, 8, and CS3

Education

American Military University
Charles Town, WV

Master's Program, Military History
Graduated 12/2009

Shepherd University
Shepherdstown, WV

Regents Bachelor of Arts in History
Graduated 12/2005

AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 5-10 minutes

DATE REQUESTED: 1ST CHOICE April 1st, 2021

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

SUBJECT: Quarterly Review

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

Approve all estates that have been opened since the last quarterly review, and close all estates that have met the requirements of the probate office.

ARE DOCUMENTS ATTACHED: to follow

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin, Chief County Engineer

Department or Organization: Department of Engineering, Planning & Zoning

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: April 1, 2021

Date Requested – 2nd Choice: April 15, 2021

Subject (*Wording to be placed on agenda*): Request Approval to amend Law Enforcement Impact Fees - FY 2021 and FY 2022 Capital Improvement Plans

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

**Law Enforcement
FY 2021 CIP
Amendment No. 1**

This CIP amendment removes the FY 2022 Impact Fees CIP \$20,000 allocation for “Temporary Sheriff’s Office Space”, and moves it into the FY 2021 Impact Fees CIP.

This allows the Sheriff to move forward with the project under the current FY 2021 CIP rather than wait until the start of the FY2022 CIP (July 1, 2021) to start the project.

The project was approved by the County Commission in the FY 2022 CIP and involves the reconfiguration of the Sheriff’s office to provide for more efficient layout and work space for the deputies; all needed due to new growth.

The revised FY 2021 CIP, Table 2 and Table 3, is attached showing the addition of the “Temporary Sheriff’s Office Space” project. Also attached are CIP Form 1, CIP Form 2, and cost estimates for the proposed equipment purchases.

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

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

Motion Requested: Yes

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

Move to approve the Law Enforcement – FY 2021 Capital Improvement Plan - Law Enforcement Amendment No. 1, as presented.

Attach supporting documents for request, or request may be denied. **(See attached documents as noted above)**

If not attached, explain:

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Table 2. FY 2021 Projects (Urgent and Non-Urgent) - All Priorities

#	Pri	Project	Estimated Total	Prior Allocation	Current Request	Other Sources Allocation	Yr 1 FY 2022	Yr 2 FY 2023	Yr 3 FY 2024	Yr 4 FY 2025	Yr 5 FY 2026
Jefferson County Board of Education											
1	1	Shepherdstown Elementary	\$16,417,500	\$0	\$0	\$9,000,000	\$1,417,500	\$6,000,000	\$0	\$0	\$0
2	1	Ranson Elementary	\$16,087,500	\$0	\$0	\$9,000,000	\$0	\$1,087,500	\$6,000,000	\$0	\$0
3	1	Regional Student Support Center	\$14,160,000	\$0	\$1,000,000	\$9,000,000	\$1,160,000	\$1,000,000	\$1,000,000	\$1,000,000	\$0
4	1	Central High School	\$61,000,000	\$0	\$0	\$25,000,000	\$0	\$0	\$0	\$0	\$16,000,000
5	1	Central Elementary	\$18,000,000	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0	\$1,000,000
TOTALS			\$125,665,000	\$0	\$1,000,000	\$61,000,000	\$2,577,500	\$8,087,500	\$7,000,000	\$11,000,000	\$17,000,000
Sheriff of Jefferson County											
1	2	Weapons Training Qualifications Range	\$100,000	\$0	\$25,000	\$0	\$25,000	\$25,000	\$25,000	\$0	\$0
2	2	Expansion Temporary Sheriff's Office Space	\$700,000	\$0	\$100,000	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$200,000
3	2	Mobile Data Terminal System for Police Vehicles	\$184,500	\$0	\$10,000	\$0	\$31,500	\$31,500	\$0	\$50,000	\$61,500
4	2	Permanent Jefferson County Sheriff's Office	\$6,000,000	\$0	\$500,000	\$0	\$1,500,000	\$1,900,000	\$2,000,000	\$25,000	\$0
5	2	Purchase of Police Cruisers x 18	\$900,000	\$0	\$150,000	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$0
6	2	Internal Expansion of Temporary Sheriff's Office Space	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS			\$7,904,500	\$0	\$805,000	\$0	\$1,806,500	\$2,206,500	\$2,275,000	\$325,000	\$261,500
Jefferson County Parks & Recreation Commission											
1	2	James Hite Park (Utilities)	\$1,800,000	\$0	\$0	\$0	\$100,000	\$0	\$850,000	\$850,000	\$0
2	2	Maintenance Vehicle	\$45,000	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0
3	2	Sam Michael's Park (Amphitheatre-Phase 2)	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0
4	2	Land Acquisition Sam Michaels Park	\$2,000,000	\$0	\$200,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0
5	2	(Playground)	\$65,000	\$0	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0

Table 3. FY 2021 Impact Fundable Projects

#	Pri	Project	Estimated Total	Prior Allocation	Current Request	Other Sources Allocation	Yr 1 FY 2022	Yr 2 FY 2023	Yr 3 FY 2024	Yr 4 FY 2025	Yr 5 FY 2026
						appears that there will be insufficient funding in future fiscal years to pay the \$100,000 request from impact fee funds; the Sheriff will need to take this into consideration before starting the project since another funding source will be necessary to complete the project.					
6	2	Internal Expansion of Temporary Sheriff's Office Space		Eligible for Full Funding due to being for new growth		As of January 1, 2020, the remaining allocation amount is \$239,219 in the "Buildings & Land" capital category of this project. This request is fully fundable up to this limit, which is projected to have an estimated balance of \$249,865 on July 1, 2020.					
						Full funding is currently available in the Law Enforcement account for this \$20,000 request, in FY 2021. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project. This funding completes the request.					

Jefferson County Parks & Recreation Commission

4	2	Land Acquisition	\$2,000,000	\$0	\$200,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0
9	2	James Hite Park (Playground)	\$95,000	\$0	\$50,000	\$45,000	\$0	\$0	\$0	\$0	\$0
TOTALS			\$2,095,000	\$0	\$250,000	\$1,845,000	\$0	\$0	\$0	\$0	\$0

Impact Fee Specialist Recommendations – Jefferson County Parks & Recreation Commission

#	Pri	Project	Fee Funding Potential	Comments
4	2	Land Acquisition	Eligible for Full Funding due to being for new growth	As of January 1, 2020, the remaining allocation amount is \$200,220 in the "Park Land" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$214,458 on July 1, 2020. Full funding is currently available in the Parks and Rec impact fee account for this \$200,000 request, in FY 2021. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project. The total cost of the project is supplemented with \$1,800,000 of funding from other sources.
9	2	James Hite Park (Playground)	Eligible for Full Funding due to being for new growth	As of January 1, 2020, the remaining allocation amount is \$100,573 in the "Park Improvements & Rec Facilities" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$135,121 on July 1, 2020. Funding for this project is available in the Parks and Rec impact fee account for this \$50,000 request in FY 2021. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project. The total cost of the project is supplemented with \$45,000 of grant funding.

CIP FORM 2

Jefferson County Government

ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared by: Deborah Lowe Date this form prepared: 12/15/2020

Project Title: Interior Expansion of Temporary Sheriff's Office Space

Project Type: Fees Renovation
 Services Acquisition of major equipment
 Construction Other (Specify) _____

Project Location: 102 Industrial Blvd

Project Rank: (1) Urgent/Mandatory (3) Optional/Deferrable
 (2) Necessary/Needed OR provide Ranking Number if using Form 2A:

Project Need: This project does not benefit new growth.
 This project only benefits new growth.
 This project benefits both current and new residents and/or businesses.

Budget Impact This project will affect the county operating budget: Yes
(if Yes - attach Form 2B). No

DESCRIPTION AND JUSTIFICATION (See Instructions for Form 2 - attach additional pages as needed).

As the staff and workings of the Sheriff's office has evolved and grown since moving in to the Temporary Sheriff's Office in 2008 and the workload has increased, there is a need to make renovations to the Temporary Sheriff's Office building to accommodate these changes. Additional office space and more functional storage spaces such as lockers for the deputies and larger workstations are a must to keep up with the increased workload and employees.

Estimated Total Cost of Project (\$):	<u>\$20,000</u>
Funding Request Breakdown by Year (\$):	<u>\$20,000</u> Current FY <u>2021</u>
	<u>\$0</u> Out Year 1 FY <u>2022</u>
	<u>\$0</u> Out Year 2 FY <u>2023</u>
	<u>\$0</u> Out Year 3 FY <u>2024</u>
	<u>\$0</u> Out Year 4 FY <u>2025</u>
	<u>\$0</u> Out Year 5 FY <u>2026</u>

DESCRIBE METHOD OF CALCULATING ESTIMATED COST OF PROJECT: (See Instructions)
Please review quotes and invoice attached.

Additional pages attached.



5-locks

P.O. Box 1537
Newington, VA 22122
703-644-2200

Quote# 3609

Rev# 1

Date: 01/11/2021
Sales Rep: Fred Anderson
Phone: 540-327-7299

Customer:
1004049 - Jefferson Co Commission - Sheriff's Department
102 Industrial Blvd #100
KEARNEYSVILLE WV 25430

Contact Name: Deborah Lowe
Phone: 304-728-3369
Alternate Contact Name: Fred Anderson
Phone: 540-327-7299

Item	Description	Color	Quantity	Price	Ext. Price
SP-GESL-0363	Locker Unit With Two Z-Doors And Two Key Locks And Handle Pulls With One Coat Hook Per Opening 18"W x 24."D x 72"H *Per Attached Specifications Sheet	TBD	18	\$725.00	\$13,050.00

Case Finish : S565 - Storm Grey
Pull Style : _____(TBD)
Pull Finish : _____(TBD)
*** Pull Is Located On The Right Side ***

*Lockers Will Be Tied Together But Not To The Wall

Sub-total:\$13,050.00

THREE-H OPTION

Tax \$ 0.00

PAYMENT TERMS AND POLICIES

Installation: \$ 900.00

By signing this application the customer states that they have reviewed the terms and conditions set forth on page 2 of this application. They agree to be bound by said terms and conditions and that said terms and conditions are hereby incorporated in full as part of the parties agreement.

Total: \$13,950.00

This furniture order is non-refundable and not returnable. Damaged or defective furniture will be repaired or replaced at no charge to the customer.

Storage charges will apply if premises are not ready for installation/delivery within 30 days after Miller's receives the product.

Credit Card Payments are subject to 3% processing fee.

Buyer - Original Signature Required

SHERIFF

Title

1/13/21

Date



P.O. Box 1537
Newington, VA 22122
703-644-2200

Quote# 3629

Rev# 1

Date: 01/13/2021

Sales Rep: Fred Anderson

Phone: 540-327-7299

Customer:

1004049 - Jefferson Co Commission - Sheriff's Department
102 Industrial Blvd #100
KEARNEYSVILLE WV 25430

Contact Name: Deborah Lowe

Phone: 304-728-3369

Alternate Contact Name: Fred Anderson

Phone: 540-327-7299

Item	Description	Color	Quantity	Price	Ext. Price
1033.BK1AL1LA1TFC1AR0B17CS6CH1MC20FG2KD	Novo Mid Back Mesh Back Task Chair , Armless With Swivel-Tilt Control , Adjustable Lumbar Support And Hard Surface Casters.	Black	17	\$273.60	\$4,651.20
	Frame : FC1 - Black				
	Mesh : MC20 - Onyx				
	Seat Vinyl : Element Onyx				
	List \$570.00				
	TAG : Back Room				

Sub-total:\$4,651.20

NOVO CHAIR OPTION
Sit On It Seating Chairs Are On The OMNIA Contract For State And Local Governments.
Contract # 2020000604

Tax:\$ 0.00

Installation: \$ 400.00

PAYMENT TERMS AND POLICIES

By signing this application, the customer states that they have reviewed the terms and conditions set forth on page 2 of this application. They agree to be bound by said terms and conditions and that said terms and conditions are hereby incorporated in full as part of the parties agreement.

Total: \$5,051.20

This furniture order is non-refundable and not returnable. Damaged or defective furniture will be repaired or replaced at no charge to the customer.

Storage charges will apply if premises are not ready for installation/delivery within 30 days after Miller's receives the product.

Credit Card Payments are subject to 3% processing fee.

Buyer - Original Signature Required

Title

Date

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Department of Engineering, Planning & Zoning**

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

Date Requested – 1st Choice: **April 1, 2021**

Date Requested – 2nd Choice: **May 6, 2021**

Subject (*Wording to be placed on agenda*): **Presentation of the Solar Facilities Decommissioning Bond & Surety Policy.**

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

The solar facilities text amendment to the Zoning Ordinance, Article 8, Section 8.20, B, 5.b.i, requires that the Property Owner/Developer shall *“develop a decommissioning plan acceptable to the County Engineer staff in accordance with County Solar Decommissioning Guidelines that will provide that all parts of the solar facility shall be removed from the premises and the land shall be restored to a condition reasonably similar to its original condition prior to the installation of the solar facility”*.

The two key requirements of the Solar Facilities Decommissioning Bond & Surety Policy are:

1. A solar facilities decommissioning plan; and
2. The Property Owner/Developer are required to post a bond to cover the cost of decommissioning the site upon termination of its use and in the event the developer fails to properly decommission the site.

The first ten pages of the policy are an explanation of the bonding process and what is required. The policy also includes the necessary decommissioning bond agreement forms and the bond surety forms.

The attached Solar Facilities Decommissioning Bond and Surety Policy provides guidelines for the information that is required in the decommissioning plan.

The policy also requires that the developer have a professional engineer – with demonstrated experience with decommissioning solar facilities – provide an estimate of the cost to decommission the solar facility.

The decommissioning plan and the cost to decommission the solar facility shall be reviewed by the Jefferson County engineering office. Both the Developer and the Property Owner are required to execute the decommissioning bond agreement with the Jefferson County Commission. The developer is required to post the surety (i.e., cash-in-escrow, letter-of-credit, surety bond) as a financial guarantee to the terms of the bonding agreement.

The County Commission currently has a bonding policy for posting of bonds to guarantee that developers construct all the site improvements for residential/commercial subdivisions and commercial site plans that are approved by the Planning Commission. The adoption of the bonding policy is a County Commission function. Therefore, this Solar Facilities Decommissioning Bond & Surety Policy is presented to the County Commission for adoption.

The County Commission can adopt the draft policy as presented, amend the draft policy as deemed necessary, and/or provide a period of time to receive comments prior to adopting.

Is this a funding request? **No**

If so, how much?

Motion Requested: **Yes**

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

Move to accept the Solar Facilities Decommissioning Bond & Surety Policy, as presented.

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

See attached Solar Facilities Decommissioning Bond Policy dated March 23, 2021.

If not attached, explain:

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

Contact information:

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

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



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

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 1, 2021**

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. 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.
2. Discussion of legal issues regarding proposed solar text amendment including bonding and related matters. Discussion/Action.
3. Discussion of possible agreement with the City of Ranson regarding storage of extra PPE items and related matters. Discussion/Action
4. Discussion of issues regarding impact fees and proffers – Discussion/Action

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

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address: Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Robert Glenn, Esq, on Behalf of:

Department or Organization: **Lowes Hospitality Group, LLC**

Estimation of amount of time needed for appointment: 30 Minutes

Date Requested – 1st Choice: ~~February 2021~~ **April 1, 2021**
*If a specific date is needed, please provide reason for specific date: **Time Sensitive***

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Administrative Appeal of Impact Fee Coordinator decision that the Conversion of the 51 unit Quality Inn Hotel (near Shepherdstown) into 20 one bedroom and efficiency apartment with first floor retail requires full payment of Impact Fees. Property is described as Parcel 15.8 on Map 8 in the Shepherdstown Tax District.**

Please provide the County Commission with a description of your request or presentation, including any background information:
Appeal Documentation and Proposed Motion and Order Attached

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*):
Proposed Motion and Order Attached

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: Rob Glenn
Email address: rglenn@jacksonkelly.com Phone Number: **304/260-4957**

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION</u>
not applicable

Impact Fee Procedures Ordinance

Section 4. APPEALS

(A) Initiation

(1) An appeal from any decision of a County official pursuant to this Ordinance shall be made to the County Commission by filing a written appeal **on the appropriate County Government form** (*Note: the required form is Form 300, "Impact Fee Appeal", which was not filed; however, staff considers it a minor technicality and is moving forward with the appeal request*) with the County Clerk within thirty (30) days following the decision which is being appealed. The County Commission may **appoint a hearing officer to hear the appeal, in which case the hearing officer shall have the authority to conduct hearings as required by this Ordinance. The hearing officer shall take sworn testimony, receive evidence and exhibits, rule on evidentiary objections, cause the testimony to be taken by stenographic reporter or electronic recording device and make proposed findings of fact which the County Commission may adopt or the County Commission may substitute its own findings of fact in support of its decision.**

Note: the County Commission will need to decide who will conduct the hearing and take the sworn testimony. With regard to recording the testimony, staff expects that the County Commission's recording of the meeting/hearing will satisfy this requirement.

Staff requests that the appeal hearing not be scheduled before Thursday, March 4th so we can prepare our presentation on how we arrived at our decision. Wednesday Morning, March 10th and Friday, March 12th are other dates that also work. Staff prefers to make the presentation in person.

(2) If the notice of appeal is accompanied by a cash bond, letter of credit or other surety in a form satisfactory to the County Attorney in an amount equal to the impact fee calculated by the Impact Fee Coordinator to be due, a building permit may be issued to the new development.

(3) The filing of an appeal shall not stay the imposition or the collection of the impact fee as calculated by the County Government unless a cash bond or other sufficient surety has been provided.

(B) Burden of Proof

The decision of a County official or County Commission pursuant to this ordinance shall enjoy the presumption of correctness. The burden of proof shall be on the appellant to demonstrate that the decision of the County official or County Commission is clearly erroneous or contrary to law.

(C) Contents

All appeals shall detail the specific grounds therefor and all other relevant information and shall be filed on a form provided by the County Government for such purposes.

(D) Decision

(1) The County Commission shall:

(a) determine whether there is an error in an order, requirement or decision made by a County official in the enforcement of this Ordinance, and/or

(b) determine whether the fee would amount to a taking of private property or otherwise violate the State and federal constitutional rights of the applicant.

(2) Based on the information provided at the hearing, the County Commission shall reverse or affirm, in whole or in part, or modify, the order, requirement or decision of the County official appealed from, and make such order, requirement, decision or determination as the County Commission considers necessary.

[Amended by Act of the County Commission, effective November 6, 2003]

(3)The County Commission shall render a decision on the appeal within ninety (90) days after the filing of the appeal.

[Amended by Act of the County Commission, effective November 6, 2003]

(E) APPEAL OF COUNTY COMMISSION DECISION

The applicant may appeal any decision of the County Commission pursuant to this Ordinance, by Writ of Certiorari filed within thirty (30) days of the decision of the County Commission.

JACKSONKELLY^{PLLC}

310 WEST BURKE STREET • P.O. BOX 1068 • MARTINSBURG, WEST VIRGINIA 25402 • TELEPHONE: 304-263-8800 • TELECOPIER: 304-263-7110

www.jacksonkelly.com

DIRECT DIAL: 304 260-4957

ROBERT E. GLENN

EMAIL: rglenn@jacksonkelly.com

February 9, 2021

VIA EMAIL AND UPS OVERNIGHT DELIVERY

Jacqueline C. Shadle, County Clerk of Jefferson County, WV
100 East Washington Street
Charles Town, West Virginia 25414

Stephanie Grove, County Administrator
County Commission Office
124 E. Washington Street
Charles Town, West Virginia 25414

Re: Appeal to County Commission

Ms. Shadle and Ms. Grove:

This firm represents Lowe Hospitality Group, LLC ("Lowe") in connection with the filing of a Building Permit Application and Request for Exemption from impact fees submitted to the Impact Fee Coordinator on January 15, 2021.

Pursuant to the Jefferson County Impact Fee Procedures Ordinance (the "Ordinance"), Lowe is filing an appeal of the Impact Fee Coordinator's decision to deny the Request for Exemption.

In accordance with the Ordinance, I have enclosed herewith the following documents for filing with the County Commission:

1. Appeal Under Jefferson County Impact Fee Ordinance
2. Motion for Order Exempting Project from Impact Fees
3. Proposed Order
4. Agenda Request

Pursuant to the Agenda Request, we request a hearing before the County Commission on February 18, 2021 to consider the merits of the appeal.

Respectfully,



Robert E. Glenn

Enclosures

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

**In re: Lowe Hospitality Group, LLC,
a West Virginia limited liability company,**

Appellant.

**APPEAL UNDER THE JEFFERSON COUNTY IMPACT FEE PROCEDURES
ORDINANCE**

This appeal is filed by Lowe Hospitality Group, LLC, a West Virginia limited liability company ("Appellant"), by and through counsel, appealing a decision of the Jefferson County Impact Fee Coordinator (the "Coordinator") pursuant to Section 4 of the Jefferson County Impact Fee Procedures Ordinance (the "Impact Fee Ordinance").

Factual Background

1. The Appellant owns a certain parcel of real property located at 70 Maddex Square, Shepherdstown, West Virginia (the "Property"). The Property is adjacent to the Maddex Square Shopping Center.
2. The Property is improved by a 3-story structure, containing 23,000 square feet, with 51 lodging units and related amenities. The Property is surrounded by a tarmac parking area.
3. The Property has been operated as a motel since 1998.
4. The Appellant purchased the Property in 2007. The Property was most-recently operated as a motel under the "Quality Inn" franchise. The motel closed in 2020 as the result of the plunge in travel due to the COVID-19 pandemic.
5. The Appellant proposes to convert the Property into a residential apartment building with first floor retail space and/or medical or other office space (hereinafter the "Project").
6. The apartment units will be located on the second and third floors of the Property. The 51 motel sleeping units will be converted into 18 one-bedroom apartment units and 2 studio units. The square footage for the building will remain the same.
7. Since 2007, the Appellant has paid \$425,167 in real estate and personal property taxes relating to the Property, approximately 70% of which was paid to the Jefferson County school system.
8. Copies of the tax bills for all years but the 2007 and 2008 personal property taxes (which Appellant is unable to locate) are attached hereto as **Exhibit A**.

9 According to Appellant's records, in 2007 the Appellant paid \$29,418.80 in real estate taxes and \$1,858.44 in personal property taxes, and in 2008 the Appellant paid \$1,529.74 in personal property taxes.

10. In addition, the Appellant has paid \$431,000 in hotel/motel taxes to the County since it has owned the Property.

11. In connection with the Project, the Appellant prepared an Application for a Building Permit to authorize construction relating to the conversion of the Property into a residential apartment building with first floor commercial use (the "Building Permit Application"), together with a Request for Exemption regarding the payment of impact fees (the "Request for Exemption"). A copy of the Building Permit Application is attached hereto as Exhibit B. A copy of the Request for Exemption is attached hereto as Exhibit C.

12. On January 15, 2021, Tripp Lowe, as an authorized representative of the Appellant, submitted the Building Permit Application and the Request for Exemption to the Jefferson County Impact Fee Coordinator (the "Coordinator") for purposes of determining whether impact fees should be paid on the Project.

13. Under the Request for Exemption, the Appellant requested that no impact fees be imposed on the proposed conversion of the motel use to the residential apartment use because (a) the conversion would not add any square footage to the existing building, (b) the conversion would result in no increase or a reduction in the need for infrastructure required to service the apartment building use, and (c) the Project should receive an offset for the substantial real estate and hotel/motel occupancy taxes paid by the owners of the Property since 1998.

14. After considering the Building Permit Application and the Request for Exemption, the Coordinator denied the Appellant's request for an exemption from impact fees and determined that the full impact fee would be assessed on each converted apartment unit as a condition to the issuance of a building permit for the Project.

15. Based on the Coordinator's decision, the Appellant elected to withdraw the Building Permit Application and appeal the decision of the Coordinator as its right under the Impact Fee Ordinance.

Appeal of Decision of County Official

This is an appeal of the decision of the Coordinator made on February 15, 2021 to impose the full impact fees on the Project.

Under Section 2(B)(4)(c)4 of the Impact Fee Ordinance, a final decision of the Coordinator may be appealed under Section 4 of the Impact Fee Ordinance.

Section 4(A)(1) of the Impact Fee Ordinance provides that "[a]n appeal from any decision of a County official pursuant to this Ordinance shall be made to the County Commission by filing

a written appeal on the appropriate County Government form with the County Clerk within thirty (30) days following the decision which is being appealed."

Argument

A. The Decision of the Impact Fee Coordinator is Contrary to Law

The Project constitutes a change in use from a commercial use to a mixed residential and commercial use. In the case of a change in use, Section 2(B)(2) of the Impact Fee Ordinance states that "the impact fee due **shall** be based only on the incremental increase in the fee for the additional public facilities needed for the change in use [*emphasis added*]."

The requirements of Section 2(B)(2) of the Impact Fee Ordinance are consistent with Section 7-20-4 of the West Virginia Local Powers Act that authorizes county governments "to require the payment of fees for any new development projects . . . in the event any costs associated with capital improvements or the provision of other services are attributable to such project." However, this Section also states that "[s]uch fees shall not exceed a proportionate share of such costs required to accommodate any such new development."

"Proportionate share" is defined under the Local Powers Act as "the cost of capital improvements that are reasonably attributed to new development **less any credits or offsets for** construction or dedication of land or capital improvements, past or future payments **made** or reasonably anticipated to be made **by new development**¹ in the form of user fees, debt service payments, **taxes or other payments toward capital improvement costs** [*emphasis added*].

In this case, the Coordinator failed to comply with the Impact Fee Ordinance and the Local Powers Act in assessing full impact fees on the Project.

Since acquiring the Property in 2007, the Appellant has paid \$425,167 in real estate and personal property taxes relating to the Property, approximately 70% of which was paid to the Jefferson County school system. In addition, the Appellant has paid \$431,000 in hotel/motel occupancy taxes to the County since 2007.

Converting 51 lodging rooms to 20 small apartment units and first-floor commercial space should logically result in less demand for public facilities and county services that are funded in whole or in part by impact fees. It clearly will not result in greater demand since guests at the motel already benefitted from many of the services funded by impact fees (e.g., police, parks and emergency services) and no new infrastructure will be required to service the Project.

The proposed apartment units will be small dorm-like apartment units targeted at college students and young professionals and will not be suitable for occupancy by more than one adult occupant. 18 of the apartment units will have dimensions of approximately 750 square feet and 2 will have dimensions of approximate 375 square feet. Accordingly, the Project should not result in greater demand on the County's school system as it is highly unlikely that children who would

¹ Under the Impact Fee Ordinance, "New Development" includes "any change in use of an existing non-residential building, structure or lot requiring any form of County approval."

attend County schools would reside in the apartment building due to the size of the units and location adjacent to a dense and heavily travelled shopping center.

Based on the Coordinator's decision to assess full impact fees on the apartment units, it is clear that the decision of the Coordinator is contrary to law.

First, the Coordinator did not follow the clear and unambiguous language of the Impact Fee Ordinance for a change of use that requires that the impact fees "be based only on the incremental increase in the fee for the additional public facilities needed for the change in use."

As noted above, although the Project is a change of use from a motel to an apartment use, each use is similar in terms of the effect on public facilities and county services (*i.e.*, both uses involve occupancy of units by individuals). The Coordinator's decision to assess full impact fees on the change of use presupposes a finding that hotel guests have no impact whatsoever on county facilities and county services or that apartment tenants will double the need for county facilities and county services required by motel guests. This finding may be correct if the change of use was, for example, a change from a retail shopping center to an apartment building. But it is not correct in this case. For example, hotel guests are just as likely as apartment tenants to need police and emergency medical services and to use public parks and roads.

Second, the Coordinator failed to take into account the substantial prior real estate and hotel/motel occupancy taxes assessed and paid by the owners of the Property. Under the Local Powers Act, impact fees for a particular development project cannot exceed its "proportionate share" of capital improvement costs. In determining a development project's proportionate share of such costs, the Coordinator is required to take into account all prior payments of "taxes or other payments toward capital improvement costs."

As demonstrated above, the Property has generated substantial tax revenue to the County for over 20 years² and yet the Coordinator declined to provide and offset to the impact fees for payment of these tax payments as required by law.

Finally, since there will be no additional square footage added to the building, there should be no impact fees assessed for the commercial/retail space.

² It is important to note that even after conversion, the Project will continue to generate substantial tax revenue for the County.


Request for Relief

Based on the clear and unambiguous provisions of the Impact Fee Ordinance and the Local Powers Act and the factual record in this matter, the Appellant requests that the County Commission reverse the Coordinator's decision to impose full impact fees on the proposed apartment units in the Project and exempt the entire Project from the payment of impact fees.

Respectfully submitted,

LOWE HOSPITALITY GROUP, LLC,
By Counsel

JACKSON KELLY PLLC



Ellen S. Cappellanti (WVSB #627)
500 Lee Street East, Suite 1600
Charleston, WV 25301
Tel: (304) 340-1000
Fax: (304) 340-1050
ecappellanti@jacksonkelly.com

and



Robert E. Glenn (WVSB #10662)
310 West Burke Street
Martinsburg, WV 25401
Tel: (304) 260-4957
Fax: (304) 263-7110
rglenn@jacksonkelly.com

EXHIBIT A

Real Estate Tax Bills

[Attached Hereto]

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2009	315774

PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSESSMENT LAST YEAR	HALF YEAR TAX
00 ME - MACH21200 00 FF - FURN18400 00 CE - COMP 800	2.144000	3	140400	140400	1,505.09

{
 LOWE HOSPITALITY GROUP LLC
 233 LOWE DR
 SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

HERE CHECKS PAYABLE AND RETURN TO:

SHERIFF OF JEFFERSON COUNTY
 P.O. Box 9
 CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2009 315774

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2010	1,467.46	3,040.28	STATE	14.04
March 31, 2010	<u>1,305.09</u>	3,077.91	COUNTY CURRENT	521.16
April 1, 2010	1,505.09	3,089.20	SCHOOL CURRENT	1,089.51
April 30, 2010	1,516.38	3,100.49	SCHOOL PER IMPROV	96.60
			SCHOOL EXCESS LEV	1,288.87

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.	
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2010	315740	
PROPERTY DESCRIPTION		RATE	CLASS.	ASSESSMENT	HALF YEAR TAX	
00 FF - FURN***** 00 ME - MACH***** 00 CE - COMP 1100		2.221600	3	194600	194600	2,161.62

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-9220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2010 315740

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2011	2,107.58	4,366.47	STATE	19.46
March 31, 2011	2,161.62	4,420.51	COUNTY CURRENT	853.13
April 1, 2011	2,161.62	4,436.73	SCHOOL CURRENT	1,510.10
April 30, 2011	2,177.83	4,452.94	SCHOOL PER IMPROV	154.12
			SCHOOL EXCESS LEV	1,786.43

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2011	315802
PROPERTY DESCRIPTION		RATE	CLASS	ASSESSMENT	HALF YEAR TAX
00 FF - FURN***** 00 ME - MACH***** 00 CE - COMP 900		2.265600	3	174700	1,979.00

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

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MAKE CHECKS PAYABLE AND REMIT TO:


SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2011 315802

PAYMENT SCHEDULE - SECOND HALF				DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR			
March 1, 2012	1,929.52	3,997.58	09-SHEPHERDSTOWN DIST	PERSONAL	
March 31, 2012	1,979.00	4,047.06	IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED		
April 1, 2012	1,979.00	4,061.90	STATE	17.47	
April 30, 2012	1,993.84	4,076.74	COUNTY CURRENT	841.36	
			SCHOOL CURRENT	1,355.67	
			SCHOOL PER IMPROV	139.76	
			SCHOOL EXCESS LEV	1,603.74	

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2011 315802

PAYMENT SCHEDULE - FIRST HALF				DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR			
September 1, 2011	1,929.52	3,859.04	09-SHEPHERDSTOWN DIST	PERSONAL	
September 30, 2011	1,979.00	3,908.52	TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES		
October 31, 2011	1,993.84	3,923.36	PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.		
November 30, 2011	2,008.69	3,938.21			
December 31, 2011	2,023.53	3,953.05			
January 31, 2012	2,038.37	3,967.89			
February 28, 2012	2,053.21	3,982.73			
March 1, 2012	2,068.06	3,997.58			
March 31, 2012	2,068.06	4,047.06			

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.	
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2012	315754	
PROPERTY DESCRIPTION		RATE	CLASS	ASSESSMENT	ASSESSMENT	HALF YEAR TAX
00 CE - COMP 600 00 ME - MACH16000 00 FF - FURN*****		2.310800	3	157400	157400	1,818.60

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


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PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT.

MARK CHECKS PAYABLE AND REFER TO:


SHERIFF OF JEFFERSON COUNTY
P.O. Box 8
CHARLES TOWN, WV 25414-0008

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-9220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2012 315754

PAYMENT SCHEDULE - SECOND HALF		DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	
		09-SHEPHERDSTOWN DIST	PERSONAL
IF OTHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED			
March 1, 2013	1,773.13	3,673.57	STATE 15.74
March 31, 2013	1,818.60	3,719.04	COUNTY CURRENT 824.15
April 1, 2013	1,818.60	3,732.68	SCHOOL CURRENT 1,221.42
April 30, 2013	1,832.24	3,746.32	SCHOOL PER IMPROVE. 130.96
			SCHOOL EXCESS LEVY 1,444.93

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2012 315754

PAYMENT SCHEDULE - FIRST HALF		DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	
		09-SHEPHERDSTOWN DIST	PERSONAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES			
PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.			
September 1, 2012	1,773.13	3,546.26	
September 30, 2012	1,818.60	3,591.73	
October 31, 2012	1,832.24	3,605.37	
November 30, 2012	1,845.88	3,619.01	
December 31, 2012	1,859.52	3,632.65	
January 31, 2013	1,873.16	3,646.29	
February 28, 2013	1,886.80	3,659.93	
March 1, 2013	1,900.44	3,673.57	
March 31, 2013	1,900.44	3,719.04	

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2013	315921

PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSESSMENT LESS EXEMPTION	HALF-YEAR TAX
00 ME - MACH14300 00 FF - FURN26999 00 CE - COMP 400	2.336400	3	141700	141700	1,655.34

{
 LOWE HOSPITALITY GROUP LLC
 233 LOWE DR
 SHEPHERDSTOWN WV 25443
}

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
804-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2013 315921

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUNISHED AS REQUIRED BY LAW WITH FEES ADDED				
March 1, 2014	1,613.96	3,343.79	STATE	14.17
March 31, 2014	1,655.34	3,385.17	COUNTY CURRENT	779.35
April 1, 2014	1,655.34	3,397.59	SCHOOL CURRENT	1,099.59
April 30, 2014	1,667.76	3,410.01	SCHOOL PER IMPROVE.	116.76
			SCHOOL EXCESS LEVY	1,300.81

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2013 315921

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES				
PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.				
September 1, 2013	1,613.96	3,227.92		
September 30, 2013	1,655.34	3,269.30		
October 31, 2013	1,667.76	3,281.72		
November 30, 2013	1,680.17	3,294.13		
December 31, 2013	1,692.59	3,306.55		
January 31, 2014	1,705.00	3,318.96		
February 28, 2014	1,717.42	3,331.38		
March 1, 2014	1,729.83	3,343.79		
March 31, 2014	1,729.83	3,385.17		

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2014	315552

PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSESSMENT TO 2013 ESTIMATE	HALF-YEAR TAX
00 CE - COMP 300 00 FF - FURN09300 00 ME - MACH13500	2.351200	3	123100	123100	1,447.17

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND DEBIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009


PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2014 315652

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2015	1,410.99	2,923.28	STATE	12.31
March 31, 2015	1,447.17	2,959.46	COUNTY CURRENT	691.34
April 1, 2015	1,447.17	2,970.32	SCHOOL CURRENT	955.26
April 30, 2015	1,458.02	2,981.17	SCHOOL PER IMPROVE.	105.37
			SCHOOL EXCESS LEVY	1,130.06
<p>❖ ADDITIONAL UNPAID TAXES EXIST</p>				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2014 315652

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
September 1, 2014	1,410.99	2,821.98	<p style="font-size: x-small;">TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES</p> <p style="font-size: x-small;">PLEASE CIRCLE THE AMOUNT PAID</p> <p style="font-size: x-small;">TO AVOID INTEREST CHARGES</p> <p style="font-size: x-small;">PAY THE 1ST HALF BY OCTOBER 1</p> <p style="font-size: x-small;">AND THE 2ND HALF BY APRIL 1</p> <p style="font-size: x-small;">PLEASE INDICATE ANY ADDRESS CHANGES BELOW.</p>	
September 30, 2014	1,447.17	2,858.16		
October 31, 2014	1,458.02	2,869.01		
November 30, 2014	1,468.88	2,879.87		
December 31, 2014	1,479.73	2,890.72		
January 31, 2015	1,490.59	2,901.58		
February 28, 2015	1,501.44	2,912.43		
March 1, 2015	1,512.29	2,923.28		
March 31, 2015	1,512.29	2,959.46		
<p>❖ ADDITIONAL UNPAID TAXES EXIST</p>				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2015	315824

PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSESSMENT ADJUSTMENT	HALF YEAR TAX
00 FF - FURN88999 00 CE - COMP 300 00 ME - MACH11000	2.355600	3	100300	100300	1,181.34

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. BOX 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
904-728-3220


NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2015 315824

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2016	1,151.81	2,386.31	STATE	10.03
March 31, 2016	1,181.34	2,415.84	COUNTY CURRENT	569.31
April 1, 2016	1,181.34	2,424.70	SCHOOL CURRENT	778.33
April 30, 2016	1,190.20	2,433.56	SCHOOL PER IMPROVE.	84.25
			SCHOOL EXCESS LEVY	920.76

* * * ADDITIONAL UNPAID TAXES EXIST

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2015 315824

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
September 1, 2015	1,151.81	2,303.62	TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	
September 30, 2015	1,181.34	2,333.15		
October 31, 2015	1,190.20	2,342.01		
November 30, 2015	1,199.06	2,350.87		
December 31, 2015	1,207.92	2,359.73		
January 31, 2016	1,216.78	2,368.59		
February 29, 2016	1,225.64	2,377.45		
March 1, 2016	1,234.50	2,386.31		
March 31, 2016	1,234.50	2,415.84		

* * * ADDITIONAL UNPAID TAXES EXIST

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.	
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2016	315782	
PROPERTY DESCRIPTION		RATE	CLASS	ASSESSMENT	ASSESSMENT CLASSIFICATION	HALF YEAR TAX

00 ME - MACH16000 00 CE - COMP 300	2.342800	3	88600	88600	1,037.86
00 FF - FURN72300					

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. BOX 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-9220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		



PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2017	1,011.91	2,096.47	STATE	8.86
March 31, 2017	1,037.86	2,122.42	COUNTY CURRENT	494.03
April 1, 2017	1,037.86	2,130.21	SCHOOL CURRENT	687.54
April 30, 2017	1,045.64	2,137.99	SCHOOL PER IMPROVE.	71.94
			SCHOOL EXCESS LEVY	813.35

** ADDITIONAL UNPAID TAXES EXIST

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		



PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
September 1, 2016	1,011.91	2,023.82	<p>TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES</p> <p>PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES</p> <p>PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1</p> <p>PLEASE INDICATE ANY ADDRESS CHANGES BELOW.</p>	
September 30, 2016	1,037.86	2,049.77		
October 31, 2016	1,045.64	2,057.55		
November 30, 2016	1,053.43	2,065.34		
December 31, 2016	1,061.21	2,073.12		
January 31, 2017	1,069.00	2,080.91		
February 28, 2017	1,076.78	2,088.69		
March 1, 2017	1,084.56	2,096.47		
March 31, 2017	1,084.56	2,122.42		

** ADDITIONAL UNPAID TAXES EXIST

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2017	316091

PROPERTY DESCRIPTION	RATE	CLAS	ASSESSMENT	ASSESSMENT	HALF YEAR TAX
00 CE - COMP 300 00 FF - FURN56199 00 ME - MACH23100	2.349200	3	79600	79600	934.98

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT.

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220


NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2017 316091

PAYMENT SCHEDULE - SECOND HALF		
IF PAID BY:	2ND HALF	FULL YEAR
March 1, 2018	911.61	1,888.66
March 31, 2018	934.98	1,912.03
April 1, 2018	934.98	1,919.05
April 30, 2018	941.99	1,926.06
** ADDITIONAL UNPAID TAXES EXIST		

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	PERSONAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	7.96
COUNTY CURRENT	453.72
SCHOOL CURRENT	617.69
SCHOOL PER IMPROVE.	59.86
SCHOOL EXCESS LEVY	730.73

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2017 316091

PAYMENT SCHEDULE - FIRST HALF		
IF PAID BY:	1ST HALF	FULL YEAR
September 1, 2017	911.61	1,823.22
September 30, 2017	934.98	1,846.59
October 31, 2017	941.99	1,853.60
November 30, 2017	949.00	1,860.61
December 31, 2017	956.02	1,867.63
January 31, 2018	963.03	1,874.64
February 28, 2018	970.04	1,881.65
March 1, 2018	977.05	1,888.66
March 31, 2018	977.05	1,912.03
** ADDITIONAL UNPAID TAXES EXIST		

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	PERSONAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES	
<p>PLEASE CIRCLE THE AMOUNT PAID</p> <p>TO AVOID INTEREST CHARGES</p> <p>PAY THE 1ST HALF BY OCTOBER 1</p> <p>AND THE 2ND HALF BY APRIL 1</p> <p>PLEASE INDICATE ANY ADDRESS CHANGES BELOW.</p>	

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2018	316620

PROPERTY DESCRIPTION	DATE	CLASS.	ASSESSMENT	ASSESSMENT ADJUSTMENT	HALF-YEAR TAX
00 CE - COMP 300 00 FF - FURN47499 00 ME - MACH21000	2.349600	3	68800	68800	808.26

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 LOWE HOSPITALITY GROUP LLC
 233 LOWE DR
 SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT.

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
 P.O. Box 9
 CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
804-728-3220


NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2018 316620

IF PAID BY:	PAYMENT SCHEDULE - SECOND HALF		DISTRICT	PROPERTY TYPE
	2ND HALF	FULL YEAR		
			09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2019	788.05	1,632.68		
March 31, 2019	808.26	1,652.89		
April 1, 2019	808.26	1,658.95		
April 30, 2019	814.32	1,665.01		
** ADDITIONAL UNPAID TAXES EXIST				

IF OTHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	6.88
COUNTY CURRENT	393.53
SCHOOL CURRENT	533.89
SCHOOL PER IMPROVE.	50.64
SCHOOL EXCESS LEVY	631.58

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2018 316620

IF PAID BY:	PAYMENT SCHEDULE - FIRST HALF		DISTRICT	PROPERTY TYPE
	1ST HALF	FULL YEAR		
			09-SHEPHERDSTOWN DIST	PERSONAL
September 1, 2018	788.05	1,576.10		
September 30, 2018	808.26	1,596.31		
October 31, 2018	814.32	1,602.37		
November 30, 2018	820.38	1,608.43		
December 31, 2018	826.45	1,614.50		
January 31, 2019	832.51	1,620.56		
February 28, 2019	838.57	1,626.62		
March 1, 2019	844.63	1,632.68		
March 31, 2019	844.63	1,652.89		
** ADDITIONAL UNPAID TAXES EXIST				

TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES

PLEASE CIRCLE THE AMOUNT PAID

TO AVOID INTEREST CHARGES
PAY THE 1ST HALF BY OCTOBER 1
AND THE 2ND HALF BY APRIL 1

PLEASE INDICATE ANY ADDRESS CHANGES BELOW.

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2019	316742
PROPERTY DESCRIPTION		RATE	CLASS	ASSESSMENT	HALF YEAR TAX

00 CE - COMP 300 00 FF - FURN45099 00 ME - MACH19500	2.319200	3	64900	64900	752.58
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LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. BOX 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		2019 316742



PAYMENT SCHEDULE - SECOND HALF		
IF PAID BY:	2ND HALF	FULL YEAR
March 1, 2020	733.77	1,520.22
March 31, 2020	752.58	1,539.03
April 1, 2020	752.58	1,544.67
April 30, 2020	758.22	1,550.31

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	PERSONAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLICIZED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	6.49
COUNTY CURRENT	371.23
SCHOOL CURRENT	503.62
SCHOOL PER IMPROVE.	28.04
SCHOOL EXCESS LEVY	595.78

** ADDITIONAL UNPAID TAXES EXIST

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		2019 316742



PAYMENT SCHEDULE - FIRST HALF		
IF PAID BY:	1ST HALF	FULL YEAR
September 1, 2019	733.77	1,467.54
September 30, 2019	752.58	1,486.35
October 31, 2019	758.22	1,491.99
November 30, 2019	763.87	1,497.64
December 31, 2019	769.51	1,503.28
January 31, 2020	775.16	1,508.93
February 29, 2020	780.80	1,514.57
March 1, 2020	786.45	1,520.22
March 31, 2020	786.45	1,539.03

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	PERSONAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES	
<p>PLEASE CIRCLE THE AMOUNT PAID</p> <p>TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1</p>	
PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	

** ADDITIONAL UNPAID TAXES EXIST

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
PERSONAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00219241	2020	316774
PROPERTY DESCRIPTION		RATE	ASSESSMENT	ASSESSMENT LESS EXEMPTION	HALF YEAR TAX

00 CE - COMP 300 00 ME - MACH18300 00 FF - FURN45900	2.276000	3	64500	64500	734.01
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LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009


PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-9220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2020 316774

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2021	715.66	1,482.70	STATE 6.45 COUNTY CURRENT 368.94 SCHOOL CURRENT 500.52 SCHOOL EXCESS LEVY 592.11	
March 31, 2021	734.01	1,501.05		
April 1, 2021	734.01	1,506.56		
April 30, 2021	739.52	1,512.07		
** ADDITIONAL UNPAID TAXES EXIST				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		 2020 316774

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
September 1, 2020	715.66	1,431.32	TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	
September 30, 2020	734.01	1,449.67		
October 31, 2020	739.52	1,455.18		
November 30, 2020	745.02	1,460.68		
December 31, 2020	750.53	1,466.19		
January 31, 2021	756.03	1,471.69		
February 28, 2021	761.54	1,477.20		
March 1, 2021	767.04	1,482.70		
March 31, 2021	767.04	1,501.05		
** ADDITIONAL UNPAID TAXES EXIST				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
SIESTA GROUP LLC	JEFFERSON	00032406		2008 28996
MAP/PARCEL: 8 0015 0008 0000				

PAYMENT SCHEDULE - SECOND HALF		DISTRICT	PROPERTY TYPE
PAID BY:	2ND HALF	FULL YEAR	

			09-SHEPHERDSTOWN DIST	REAL
March 1, 2009	14,351.72	29,733.82	STATE	134.87
March 31, 2009	14,719.71	30,101.81	COUNTY CURRENT	4,704.27
April 1, 2009	14,719.71	30,212.20	SCHOOL CURRENT	10,465.91
April 30, 2009	<u>14,830.11</u>	30,322.60	SCHOOL PER IMPROV	1,753.31 ✓
			SCHOOL EXCESS LEV	12,381.06 ✓

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00031901	2009	28000

PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSESSMENT FOR CATEGORY	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX	2.144000	3	1348700	1348700	14,458.07
MAP/PARCEL: 8 0015 0008 0000					

LOWE HOSPITALITY GROUP LLC
 233 LOWE DR
 SHEPHERDSTOWN WV 25443


RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
 P.O. Box 9
 CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
 JEFFERSON COUNTY, WEST VIRGINIA
 304-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00031901		
MAP/PARCEL: 8 0015 0008 0000				 2009 28000

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
March 1, 2010	14,096.62	29,205.30	STATE	134.87
March 31, 2010	<u>14,458.07</u>	29,566.75	COUNTY CURRENT	5,006.37
April 1, 2010	14,458.07	29,675.19	SCHOOL CURRENT	10,465.92
April 30, 2010	14,566.51	29,783.63	SCHOOL PER IMPROV	927.91
			SCHOOL EXCESS LEV	12,381.07

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE: REAL COUNTY: JEFFERSON DISTRICT: 09-SHEPHERDSTOWN ACCOUNT NO.: 00031066 YEAR: 2010 TICKET NO.: 27896

REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00031066	2010	27896
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PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSESSMENT LESS EXEMPTION	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX	2.221600	3	1166200	1166200	12,954.15
MAP/PARCEL: 8 0015 0008 0000					

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT.

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220

RETAIN THIS SECTION FOR YOUR RECORDS

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00031066	2010	27896
MAP/PARCEL: 8 0015 0008 0000				



PAYMENT SCHEDULE - SECOND HALF		
IF PAID BY:	2ND HALF	FULL YEAR
March 1, 2011	12,630.30	26,167.39
March 31, 2011	12,954.15	26,491.24
April 1, 2011	12,954.15	26,588.39
April 30, 2011	13,051.31	26,685.55

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
IF OTHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	116.62
COUNTY CURRENT	5,112.62
SCHOOL CURRENT	9,049.71
SCHOOL PER IMPROV	923.63
SCHOOL EXCESS LEV	10,705.72

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE: REAL COUNTY: JEFFERSON DISTRICT: 09-SHEPHERDSTOWN DIST ACCOUNT NO.: 00030285 YEAR: 2011 TICKET NO.: 27821

REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00030285	2011	27821
PROPERTY DESCRIPTION		RATE	RELEASE	ASSESSMENT	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX		2.265600	3	1143800	12,956.97
MAP/PARCEL: 8 0015 0008 0000					

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

MAIL CHECKS PAYABLE AND REMIT TO:
SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009
PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00030285		2011 27821
MAP/PARCEL: 8 0015 0008 0000				

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
March 1, 2012	12,633.05	26,173.08	STATE	114.38
March 31, 2012	12,956.97	26,497.00	COUNTY CURRENT	5,508.54
April 1, 2012	12,956.97	26,594.18	SCHOOL CURRENT	8,875.89
April 30, 2012	13,054.15	26,691.36	SCHOOL PER IMPROV	915.04
			SCHOOL EXCESS LEV	10,500.09

IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00030285		2011 27821
MAP/PARCEL: 8 0015 0008 0000				

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
September 1, 2011	12,633.05	25,266.10	TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	
September 30, 2011	12,956.97	25,590.02		
October 31, 2011	13,054.15	25,687.20		
November 30, 2011	13,151.32	25,784.37		
December 31, 2011	13,248.50	25,881.55		
January 31, 2012	13,345.68	25,978.73		
February 28, 2012	13,442.86	26,075.91		
March 1, 2012	13,540.03	26,173.08		
March 31, 2012	13,540.03	26,497.00		

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.	
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00028563	2012	27983	
PROPERTY DESCRIPTION		DATE	CLASS	ASSESSMENT	ASSESSMENT AND TAXES	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX		2.310800	3	1189800	1189800	13,746.95
MAP/PARCEL: 8 0015 0008 0000						

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

MAKE CHECKS PAYABLE AND DEBIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. BOX 9
CHARLES TOWN, WV 25414-0009
 PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
 JEFFERSON COUNTY, WEST VIRGINIA
 304-728-3220

RETAIN THIS SECTION FOR YOUR RECORDS

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00028563		
MAP/PARCEL: 8 0015 0008 0000				



PAYMENT SCHEDULE - SECOND HALF		
IF PAID BY:	2ND HALF	FULL YEAR
March 1, 2013	<u>13,403.28</u>	27,768.84
March 31, 2013	13,746.95	28,112.51
April 1, 2013	13,746.95	28,215.61
April 30, 2013	13,850.05	28,318.71

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	118.98
COUNTY CURRENT	6,229.80
SCHOOL CURRENT	9,232.85
SCHOOL PER IMPROVE.	989.91
SCHOOL EXCESS LEVY	10,922.36

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00028563		
MAP/PARCEL: 8 0015 0008 0000				



PAYMENT SCHEDULE - FIRST HALF		
IF PAID BY:	1ST HALF	FULL YEAR
September 1, 2012	<u>13,403.28</u>	26,806.56
September 30, 2012	13,746.95	27,150.23
October 31, 2012	13,850.05	27,253.33
November 30, 2012	13,953.15	27,356.43
December 31, 2012	14,056.26	27,459.54
January 31, 2013	14,159.36	27,562.64
February 28, 2013	14,262.46	27,665.74
March 1, 2013	14,365.56	27,768.84
March 31, 2013	14,365.56	28,112.51

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES	
<p>PLEASE CIRCLE THE AMOUNT PAID</p> <p>TO AVOID INTEREST CHARGES</p> <p>PAY THE 1ST HALF BY OCTOBER 1</p> <p>AND THE 2ND HALF BY APRIL 1</p> <p style="font-size: x-small;">PLEASE INDICATE ANY ADDRESS CHANGES BELOW.</p>	

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00027724	2013	27974
PROPERTY DESCRIPTION		RATE	CLASS	ASSESSMENT	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX		2.336400	3	1177400	13,754.39
MAP/PARCEL: 8 0015 0008 0000					

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT.

MARC CHECKS (PAYABLE AND REMIT TO):

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
904-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027724		
MAP/PARCEL: 8 0015 0008 0000				



PAYMENT SCHEDULE - SECOND HALF		
IF PAID BY:	2ND HALF	FULL YEAR
March 1, 2014	13,410.53	27,783.87
March 31, 2014	13,754.39	28,127.73
April 1, 2014	13,754.39	28,230.89
April 30, 2014	13,857.55	28,334.05

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	117.74
COUNTY CURRENT	6,475.70
SCHOOL CURRENT	9,136.63
SCHOOL PER IMPROVE.	970.18
SCHOOL EXCESS LEVY	10,808.53

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027724		
MAP/PARCEL: 8 0015 0008 0000				



PAYMENT SCHEDULE - FIRST HALF		
IF PAID BY:	1ST HALF	FULL YEAR
September 1, 2013	13,410.53	26,821.06
September 30, 2013	13,754.39	27,164.92
October 31, 2013	13,857.55	27,268.08
November 30, 2013	13,960.71	27,371.24
December 31, 2013	14,063.86	27,474.39
January 31, 2014	14,167.02	27,577.55
February 28, 2014	14,270.18	27,680.71
March 1, 2014	14,373.34	27,783.87
March 31, 2014	14,373.34	28,127.73

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES	
<p>PLEASE CIRCLE THE AMOUNT PAID</p> <p>TO AVOID INTEREST CHARGES</p> <p>PAY THE 1ST HALF BY OCTOBER 1</p> <p>AND THE 2ND HALF BY APRIL 1</p> <p>PLEASE INDICATE ANY ADDRESS CHANGES BELOW.</p>	

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
	JEFFERSON	09-SHEPHERDSTOWN DIST	00027404	2014	27935

PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSULTION	TOTAL YEARLY TAX
TRACT 2B (1.75 AC) MADDEX	2.351200	3	1146300	1146300	13,475.91


MAP/PARCEL: 8 0015 0008 0000

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND MAIL TO:
SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009
PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220


NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027404		
MAP/PARCEL: 8 0015 0008 0000		 2014 27935		

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
March 1, 2015	13,139.01	27,221.34	STATE	114.63
March 31, 2015	13,475.91	27,558.24	COUNTY CURRENT	6,437.63
April 1, 2015	13,475.91	27,659.31	SCHOOL CURRENT	8,895.29
April 30, 2015	13,576.98	27,760.38	SCHOOL PER IMPROVE.	981.23
			SCHOOL EXCESS LEVY	10,523.04

IF 2ND HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PAID AS REQUIRED BY LAW WITH FEES ADDED

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027404		
MAP/PARCEL: 8 0015 0008 0000		 2014 27935		

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
September 1, 2014	13,139.01	26,278.02	TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	
September 30, 2014	13,475.91	26,614.92		
October 31, 2014	13,576.98	26,715.99		
November 30, 2014	13,678.05	26,817.06		
December 31, 2014	13,779.12	26,918.13		
January 31, 2015	13,880.19	27,019.20		
February 28, 2015	13,981.26	27,120.27		
March 1, 2015	14,082.33	27,221.34		
March 31, 2015	14,183.40	27,322.41		
March 31, 2015	14,082.33	27,558.24		

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00027519	2015	28102


PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	ASSESSMENT TAXES EXEMPTION	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX	2.355600	3	1073900	1073900	12,648.40
MAP/PARCEL: 8 0015 0008 0000					

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND SENT TO:
SHERIFF OF JEFFERSON COUNTY
 P.O. Box 9
 CHARLES TOWN, WV 25414-0009
 PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
 JEFFERSON COUNTY, WEST VIRGINIA
 304-728-3220


LOWE HOSPITALITY GROUP LLC
 233 LOWE DR
 SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027519		
MAP/PARCEL: 8 0015 0008 0000				 2015 28102

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
March 1, 2016	12,332.19	25,549.77	STATE	107.39
March 31, 2016	12,648.40	25,865.98	COUNTY CURRENT	6,095.45
April 1, 2016	12,648.40	25,960.84	SCHOOL CURRENT	8,333.47
April 30, 2016	12,743.26	26,055.70	SCHOOL PER IMPROVE.	902.08
			SCHOOL EXCESS LEVY	9,858.41
** ADDITIONAL UNPAID TAXES EXIST				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027519		
MAP/PARCEL: 8 0015 0008 0000				 2015 28102

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
September 1, 2015	12,332.19	24,664.38	TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	
September 30, 2015	12,648.40	24,980.59		
October 31, 2015	12,743.26	25,075.45		
November 30, 2015	12,838.13	25,170.32		
December 31, 2015	12,932.99	25,265.18		
January 31, 2016	13,027.85	25,360.04		
February 29, 2016	13,122.72	25,454.91		
March 1, 2016	13,217.58	25,549.77		
March 31, 2016	13,217.58	25,865.98		
** ADDITIONAL UNPAID TAXES EXIST				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.	
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00027209	2016	28023	
PROPERTY DESCRIPTION		DATE	CLASS	ASSESSMENT	ASSESSMENT LESS EXEMPTION	TOTAL YEAR TAX

TRACT 28 (1.75 AC) MADDEX	2.342800	3	1134000	1134000	13,283.68
MAP/PARCEL: 8 0015 0008 0000					

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220


RETAIN THIS SECTION FOR YOUR RECORDS

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027209		
MAP/PARCEL: 8 0015 0008 0000				 2016 28023

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED				
March 1, 2017	12,951.59	26,833.04	STATE	113.40
March 31, 2017	13,283.68	27,165.13	COUNTY CURRENT	6,323.19
April 1, 2017	13,283.68	27,264.75	SCHOOL CURRENT	8,799.84
April 30, 2017	13,383.31	27,364.38	SCHOOL PER IMPROVE.	920.81
			SCHOOL EXCESS LEVY	10,410.12
** ADDITIONAL UNPAID TAXES EXIST				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027209		
MAP/PARCEL: 8 0015 0008 0000				 2016 28023

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES				
September 1, 2016	12,951.59	25,903.18	PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	
September 30, 2016	13,283.68	26,235.27		
October 31, 2016	13,383.31	26,334.90		
November 30, 2016	13,482.94	26,434.53		
December 31, 2016	13,582.56	26,534.15		
January 31, 2017	13,682.19	26,633.78		
February 28, 2017	13,781.82	26,733.41		
March 1, 2017	13,881.45	26,833.04		
March 31, 2017	13,881.45	27,165.13		
** ADDITIONAL UNPAID TAXES EXIST				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00027195	2017	28123


PROPERTY DESCRIPTION	RATE	CLASS	ASSESSMENT	TAXES	TOTAL YEAR TAX
TRACT 2B (1.75 AC) MADDEX	2.349200	3	1110900	1110900	13,048.63
MAP/PARCEL: 8 0015 0008 0000					

LOWE HOSPITALITY GROUP LLC
 233 LOWE DR
 SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT.

MAKE CHECKS PAYABLE AND REMIT TO:
SHERIFF OF JEFFERSON COUNTY
 P.O. Box 9
 CHARLES TOWN, WV 25414-0009
 PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
 JEFFERSON COUNTY, WEST VIRGINIA
 304-728-3220


NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027195		
MAP/PARCEL: 8 0015 0008 0000				 2017 28123

PAYMENT SCHEDULE - SECOND HALF		
IF PAID BY:	2ND HALF	FULL YEAR
March 1, 2018	12,722.41	26,358.23
March 31, 2018	13,048.63	26,684.45
April 1, 2018	13,048.63	26,782.31
April 30, 2018	13,146.49	26,880.17
** ADDITIONAL UNPAID TAXES EXIST		

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
* IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	111.09
COUNTY CURRENT	6,332.13
SCHOOL CURRENT	8,620.58
SCHOOL PER IMPROVE.	835.40
SCHOOL EXCESS LEVY	10,198.06

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027195		
MAP/PARCEL: 8 0015 0008 0000				 2017 28123

PAYMENT SCHEDULE - FIRST HALF		
IF PAID BY:	1ST HALF	FULL YEAR
September 1, 2017	12,722.41	25,444.82
September 30, 2017	13,048.63	25,771.04
October 31, 2017	13,146.49	25,868.90
November 30, 2017	13,244.36	25,966.77
December 31, 2017	13,342.22	26,064.63
January 31, 2018	13,440.09	26,162.50
February 28, 2018	13,537.95	26,260.36
March 1, 2018	13,635.82	26,358.23
March 31, 2018	13,635.82	26,684.45
** ADDITIONAL UNPAID TAXES EXIST		

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES	
PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.	
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00027091	2018	28184	
PROPERTY DESCRIPTION		RATE	CLASS	ASSESSMENT	ASSESSOR'S OFFICE LOCATION	FINAL YEAR TAX
TRACT 2B (1.75 AC) MADDEX		2.349600	3	1099000	1099000	12,911.05
MAP/PARCEL: 8 0015 0008 0000						

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REINT TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box B
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027091		
MAP/PARCEL: 8 0015 0008 0000				



PAYMENT SCHEDULE - SECOND HALF		
IF PAID BY:	2ND HALF	FULL YEAR
March 1, 2019	12,588.27	26,080.32
March 31, 2019	12,911.05	26,403.10
April 1, 2019	12,911.05	26,499.93
April 30, 2019	13,007.88	26,596.76
** ADDITIONAL UNPAID TAXES EXIST		

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLICIZED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	109.90
COUNTY CURRENT	6,286.28
SCHOOL CURRENT	8,528.24
SCHOOL PER IMPROVE.	808.86
SCHOOL EXCESS LEVY	10,088.82

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CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027091		
MAP/PARCEL: 8 0015 0008 0000				



PAYMENT SCHEDULE - FIRST HALF		
IF PAID BY:	1ST HALF	FULL YEAR
September 1, 2018	12,588.27	25,176.54
September 30, 2018	12,911.05	25,499.32
October 31, 2018	13,007.88	25,596.15
November 30, 2018	13,104.72	25,692.99
December 31, 2018	13,201.55	25,789.82
January 31, 2019	13,298.38	25,886.65
February 28, 2019	13,395.21	25,983.48
March 1, 2019	13,492.05	26,080.32
March 31, 2019	13,492.05	26,403.10
** ADDITIONAL UNPAID TAXES EXIST		

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
YEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES	
<p>PLEASE CIRCLE THE AMOUNT PAID</p> <p>TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1</p> <p style="font-size: x-small;">PLEASE INDICATE ANY ADDRESS CHANGES BELOW.</p>	

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00027056	2019	28233
PROPERTY DESCRIPTION		RATE	CLASS	ASSESSMENT	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX		2.319200	3	1115300	12,933.02
MAP/PARCEL: 8 0015 0008 0000					

PLEASE REFER TO PAYMENT SCHEDULE BELOW WHEN MAKING PAYMENT


LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

RETAIN THIS SECTION FOR YOUR RECORDS

MAKE CHECKS PAYABLE AND RETURN TO:

SHERIFF OF JEFFERSON COUNTY
P.O. Box 9
CHARLES TOWN, WV 25414-0009

PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
JEFFERSON COUNTY, WEST VIRGINIA
304-728-3220


NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027056		
MAP/PARCEL: 8 0015 0008 0000				 2019 28233

PAYMENT SCHEDULE - SECOND HALF			
IF PAID BY:	2ND HALF	FULL YEAR	
March 1, 2020	12,609.69	26,124.70	
March 31, 2020	12,933.02	26,448.03	
April 1, 2020	12,933.02	26,545.02	
April 30, 2020	13,030.02	26,642.02	
** ADDITIONAL UNPAID TAXES EXIST			

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED	
STATE	111.53
COUNTY CURRENT	6,379.52
SCHOOL CURRENT	8,654.73
SCHOOL PER IMPROVE.	481.81
SCHOOL EXCESS LEVY	10,238.45

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CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027056		
MAP/PARCEL: 8 0015 0008 0000				 2019 28233

PAYMENT SCHEDULE - FIRST HALF			
IF PAID BY:	1ST HALF	FULL YEAR	
September 1, 2019	12,609.69	25,219.38	
September 30, 2019	12,933.02	25,542.71	
October 31, 2019	13,030.02	25,639.71	
November 30, 2019	13,127.02	25,736.71	
December 31, 2019	13,224.01	25,833.70	
January 31, 2020	13,321.01	25,930.70	
February 29, 2020	13,418.01	26,027.70	
March 1, 2020	13,515.01	26,124.70	
March 31, 2020	13,515.01	26,448.03	
** ADDITIONAL UNPAID TAXES EXIST			

DISTRICT	PROPERTY TYPE
09-SHEPHERDSTOWN DIST	REAL
TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES	
<p>PLEASE CIRCLE THE AMOUNT PAID</p> <p>TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1</p>	
PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	

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STATEMENT OF TAXES DUE

PROPERTY TYPE	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00027056	2020	28266
PROPERTY DESCRIPTION		RATE	ASSESSMENT	ASSESSMENT	HALF YEAR TAX

TRACT 2B (1.75 AC) MADDEX	2.276000	3	1127200	1127200	12,827.54
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MAP/PARCEL: 8 0015 0008 0000


LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443

PLEASE REFER TO PAYMENT SCHEDULE
BELOW WHEN MAKING PAYMENT

CHECKS PAYABLE AND DEBIT TO:

SHERIFF OF JEFFERSON COUNTY
 P.O. Box 9
 CHARLES TOWN, WV 25414-0009
 PLEASE READ THE BACK OF THIS STATEMENT CAREFULLY.
 JEFFERSON COUNTY, WEST VIRGINIA
 304-728-3220


RETAIN THIS SECTION FOR YOUR RECORDS

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027056		 2020 28266
MAP/PARCEL: 8 0015 0008 0000				

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
March 1, 2021	12,506.85	25,911.63	IF EITHER HALF IS NOT PAID BY APRIL 30TH IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED STATE 112.72 COUNTY CURRENT 6,447.59 SCHOOL CURRENT 8,747.07 SCHOOL EXCESS LEVY 10,347.70	
March 31, 2021	12,827.54	26,232.32		
April 1, 2021	12,827.54	26,328.53		
April 30, 2021	12,923.75	26,424.74		
** ADDITIONAL UNPAID TAXES EXIST				

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CASH OR ONE CHECK PER PAYMENT

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00027056		 2020 28266
MAP/PARCEL: 8 0015 0008 0000				

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	REAL
September 1, 2020	12,506.85	25,013.70	TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES PLEASE CIRCLE THE AMOUNT PAID TO AVOID INTEREST CHARGES PAY THE 1ST HALF BY OCTOBER 1 AND THE 2ND HALF BY APRIL 1 PLEASE INDICATE ANY ADDRESS CHANGES BELOW.	
September 30, 2020	12,827.54	25,334.39		
October 31, 2020	12,923.75	25,430.60		
November 30, 2020	13,019.95	25,526.80		
December 31, 2020	13,116.16	25,623.01		
January 31, 2021	13,212.37	25,719.22		
February 28, 2021	13,308.57	25,815.42		
March 1, 2021	13,404.78	25,911.63		
March 31, 2021	13,404.78	26,232.32		
** ADDITIONAL UNPAID TAXES EXIST				

THIS STATEMENT IS FOR TAXES ASSESSED ON PROPERTY YOU OWNED ON JULY 1 OF THE PRECEDING YEAR. TAXES ON PROPERTY YOU OWN THIS JULY 1 WILL BE BILLED NEXT YEAR. PLEASE BRING ANY DISCREPANCIES TO THE ATTENTION OF THE COUNTY ASSESSOR.

CASH OR ONE CHECK PER PAYMENT

EXHIBIT B

Building Permit Application

[Attached Hereto]



JEFFERSON COUNTY
DEPARTMENT OF ENGINEERING, PLANNING & ZONING
OFFICE OF PERMITS & INSPECTIONS
116 EAST WASHINGTON STREET, Suite 100
P.O. Box 716
CHARLES TOWN, WEST VIRGINIA 25414
(304) 725-2998
Email: permits@jeffersoncountywv.org

COMMERCIAL / INDUSTRIAL / MULTI-RESIDENTIAL

Instructions for Building Permit Application & Inspections

Jefferson County building code permit requirements are only applicable for property located within the unincorporated areas of Jefferson County and do not apply in the five incorporated jurisdictions: Charles Town, Ranson, Harpers Ferry, Bolivar and Shepherdstown.

TO OBTAIN A PERMIT:

1. Provide Permit Application with all information completely filled-in.
2. One set of architectural/construction drawings, preferably in digital format. (with West Virginia architect's/engineer's seal & signature, as applicable).
3. If trusses will be used for construction, please submit truss details from manufacturer. (roof trusses & engineered structural floor systems, etc., shall be signed and sealed by a West Virginia licensed structural engineer).
4. Need U-Values of windows & doors and R-Value of Insulation (if applicable).
5. Water Service (provide either a. or b.):
 - a) Well permit with either: (i) well completion report or; (ii) letter from well driller stating that well is drilled and pressure grouted.
 - b) A letter from the public service district stating that water service is available.
6. Sewer Service (provide either a. or b.):
 - a) Septic system permit.
 - b) Letter from public service sewer district stating that sewer service is available.
7. Site Plans with building set-backs shown on the site plan, the distance from the structure to the property lines, the maximum building height, and the location of the septic field, if applicable. The structure shall not be placed on or within the septic drain field area.
8. WV Division of Highways – Entrance Permit for driveway entrances.
9. All applicable building permit and impact fees paid (See the Building Permit Fee Schedule & contact the Office of Impact Fees for the Impact Fee Schedule).

PERMIT APPLICATION & PLAN REVIEW:

Your permit will be issued only after the building permit application & plans are reviewed and approved, all applicable fees are paid, and the site plan, if applicable, is reviewed and approved by the Planning Commission. Allow approximately ten (10) days for review after all of the above items are received by this office.

POSTING OF THE PERMIT PLACARD:

The building permit placard shall be posted such that it is visible and accessible by the inspector during the duration of the project and until the final inspection is complete and approved. The inspection will be automatically failed if the placard is not accessible so the inspector can place the "approved" or "failed" sticker on it; and is subject to a \$65.00 re-inspection fee. If the placard is lost or destroyed, a new placard is required at a fee of \$10.00 plus \$1.00 per inspection sticker.

TYPICAL INSPECTIONS REQUIRED:

1	Footings before pour	7	*Final Electrical
2	Foundation prior to backfill	8	Final Building Inspection
3	Basement/Garage/Floor/Porch Slabs before pour		
4	*Electrical Rough-In		
5	Rough Plumbing, Mechanical & Framing		
6	Insulation before installing wall covering		

*The permit applicant is responsible for scheduling the required electrical inspections with a third-party electrical inspector approved by the State Fire Marshal's Office; and payment of the inspection fee to the electrical inspector. APPROVED ELECTRICAL INSPECTORS in this area:

Wes Clark	Middle Department Inspection Agency, Inc.	800-248-6342
Richard Hill	D & D Inspection Service	304-754-7146
	Megco Inspections	800-304-5842
Christopher Baker	Beker Electrical Inspections	304-671-4622
John C. Talbot	On Point Electric Inspections, LLC	304-886-3229
John Elder	Shenandoah Valley Electric Inspections	304-261-0243

SCHEDULING AN INSPECTION:

To schedule an inspection, call the Office of Permits & Inspections at (304) 725-2998, between 9:00 AM and 5:00 PM; Monday – Friday (closed on holidays). Please have the following information ready before calling to schedule an inspection:

1. Permit Number (INSPECTIONS WILL NOT BE SCHEDULED WITHOUT THE PERMIT NUMBER, No Exceptions).
2. Owner Name and/or Subdivision & Lot Number.
3. Type of inspection requested (see above table of typical inspections required).
4. Name and phone number of person scheduling the inspection.

Inspections scheduled by 3:00 p.m. of a county business day, will be performed within the next two business days (48 hours). NO APPOINTMENTS WILL BE MADE FOR INSPECTIONS.

ALL WORK SCHEDULED FOR INSPECTION SHALL BE COMPLETED AND READY FOR INSPECTION BY 8:00 A.M. ON THE SCHEDULED DATE OF INSPECTION. INCOMPLETE WORK IS SUBJECT TO FAILURE AND PAYMENT OF A \$65.00 REINSPECTION FEE PRIOR TO RESCHEDULING OF THE INSPECTION.

Be advised that the building code inspection requirements are separate from the land development inspections that are required under the Subdivision Ordinance. Land development inspections shall be scheduled with the Jefferson County Land Development Inspector, if applicable.

I/WE HAVE READ AND UNDERSTAND THESE INSTRUCTIONS:

PROPERTY OWNER'S SIGNATURE: _____
(original signature/no copies)

PRINT NAME: Tripp Lowe DATE: _____

PROPERTY OWNER'S SIGNATURE: _____
(original signature/no copies)

PRINT NAME: Tripp Lowe DATE: _____

JEFFERSON COUNTY
DEPARTMENT OF ENGINEERING, PLANNING &
ZONING OFFICE OF PERMITS & INSPECTIONS
116 EAST WASHINGTON STREET, Suite 100
P.O. Box 716
CHARLES TOWN, WEST VIRGINIA 25414
(304) 725-2998
Email: permits@jeffersoncountywv.org

**COMMERCIAL / INDUSTRIAL / MULTI-RESIDENTIAL
APPLICATION FOR
BUILDING PERMIT, IMPROVEMENT LOCATION PERMIT
& ZONING CERTIFICATE**

Permit Fee: \$ _____

Please make checks payable to:
Jefferson County Commission

Date: ____ / ____ / ____

Received By: _____

Permit No. _____

Site Plan No. _____

1. PROPERTY OWNER(S) INFORMATION:

First Name: Tripp MI: _____ Last Name: Lowe

First Name: Andrew MI: _____ Last Name: Lowe

Company Name: Lowe Hospitality Group, LLC

Mailing Address: 233 Lowe Drive Apt/Ste #: _____

City/Town: Shepherdstown State: WV Zip: 25443

Phone Number: (304) 279 -7000 Cell Phone: _____

Email: Tripp@lrgwv.com

2. PROPERTY INFORMATION:

Street Address: 70 Maddex Square Drive, Shepherdstown, WV 25443

Subdivision: _____ Lot No.: _____

Tax District: 09 Shepherdstown Tax Map No.: 8 Parcel No.: 15.8

Deed Book No.: 1038 Page No.: 305 Parcel Size (Acres): 1.75 +- Acres

List all existing structures and land uses on property: Hotel Building

3. APPLICANT:

Company Name: Lowe Hospitality Group, LLC

Mailing Address: 233 Lowe Drive Apt./Ste. #: _____

City/Town: Shepherdstown State: WV Zip: 25443

Contact Person Name: Paul J Raco Phone Number: (304) 876-8258 Cell Phone: _____

Email: pjraco.consulting@gmail.com

4. CONTRACTOR: (A copy of the current West Virginia Contractor's License must be submitted with application)

Company Name: TBD Contact Person: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____ Fax: _____

Email: _____

WV Contractor's License #: _____ Name of Individual License Issued to: _____

5. ESTIMATED VALUE OF PROPOSED BUILDING / IMPROVEMENT:

(Estimated value is the dollar amount that a like structure/improvement would cost on the open market.) \$ _____

6. PROPOSED IMPROVEMENT TYPE:

New Construction Addition Repair Replacement Interior Renovations

Note: If the improvement is part of an existing structure, or new construction that is part of a larger facility, attach a site map and/or floor plan to this application form showing the location. Label both the existing structures and the proposed improvement such that it can be located in the field.

Describe type of improvement: Renovate Hotel into 18 one BR and 2 studio apartments and retail

(i.e., office building, restaurant, retail store, grocery store, bank, horse-barn, theater, gaming facility, parking garage, self-storage units, warehouse, factory, auto repair shop, fuel station, church, educational facility, apartment building, condominiums, etc.)

7. PLAN REFERENCE NUMBERS: (If Plan required)

JCPC Site Plan: _____ Architects Plan: _____ Other Plan #(s): _____

8. NO. OF SPACES BY TYPE OF USE:

20 Full Baths Partial Baths Garages Enclosed Parking Outside Parking

Other(s): _____

9. WATER & SEWER SERVICE:

PUBLIC WATER: Yes No PUBLIC SEWER: Yes No

(If No) Well Permit No.: _____ (If No) Septic Permit No.: _____

(If Yes) Name of Utility: Shepherdstown (If Yes) Name of Utility: Shepherdstown

NOTE: Health Dept. approvals/permits must be submitted as part of the Site Plan approval process.

10. BUILDING CODE OCCUPANCY TYPE & USE GROUP (Code Book Chapter-3):

Check the type of Use & Occupancy classification

USE GROUP	Check Classification ↓	OCCUPANCY CLASSIFICATION	OCCUPANCY TYPE
			<i>Note:</i> Additional Occupancy Type descriptions can be found in the code book.
Assembly		A-1	Theaters & motion picture theaters.
		A-2	Night clubs, bars, taverns, restaurants, banquet halls, & public assembly places intended for food and drink consumption.
		A-3	Auditoriums without raised platforms, art galleries, libraries, churches, community halls, recreation centers, exhibition halls & funeral parlors, amusement arcades, museums, & dance halls.
		A-4	Indoor sports arenas such as: skating rinks, swimming pools, tennis courts.
		A-5	Structures utilized for outdoor assembly including: grandstands, bleachers, stadiums, amusement park structures and fair or carnival structures. (See code book for A-1 thru A-5 descriptions)
Business		B	Animal hospitals, kennels, banks, barber shops, beauty shops, car wash, clinic - outpatient, dry cleaning, electronic data processing, fire stations, florist, laboratories, laundries, police stations, post offices, print shops, professional services, radio & TV stations, telecommunication equipment building, motor vehicle showrooms.
Educational		E	Day care facility, schools (K-12), & all structures other than those occupied for business or vocational training.
Factory & Industrial		F-1	Factory & Industrial occupancies which are not classified as "F-2 Low Hazard" or "Group H" shall be classified as a "F-1 Moderate Hazard". (See moderate hazard occupancy list in code book).
		F-2	Factory & Industrial occupancies which involve fabrication or manufacture of non-combustible materials that do not contribute to a significant fire hazard. (See low hazard list in code book).
High-Hazard		H-1	All structures which contain materials that present a detonation hazard.
		H-2	All structures which contain materials that present a deflagration hazard.
		H-3	All structures which contain materials that readily support combustion or present a physical hazard.
		H-4	All structures which contain materials that are a health hazard (i.e., toxic & corrosive materials)
		H-5	Semi-conductor fabrication facilities with hazardous production materials. <i>Note:</i> See code book for detailed description of H-1 thru H-5 hazardous materials & uses.
Institutional		I-1	Board & care facilities, half-way houses, group homes, social rehab facilities, alcohol & drug centers, convalescent facilities which house seventeen (17) or more people.
		I-2	Structures used for medical, surgical, psychiatric, nursing or custodial care on a 24 hour basis of six or more people, such as hospitals, nursing homes, mental hospitals & detoxification facilities.
		I-3	Structures inhabited by six or more people who are under some restraint, such as prisons, jails, detention centers, correctional centers & pre-release centers.
		I-4	Daychild care facility occupied by six or more people on a less than 24 hour basis.
Storage		S-1	Moderate Hazard storage - buildings occupied for the storage of contents that are likely to burn with moderate rapidity but do not produce poisonous gases, fumes or explosives. This includes motor vehicle repair garages and body work. (See detailed materials list in code book)
		S-2	Low Hazard storage - includes buildings occupied for the storage of non-combustible materials and materials that do not burn rapidly. (See detailed materials list in code book)
Mercantile		M	All buildings occupied for display and sales purposes involving stocks of goods, wares and merchandise and that are open to the public.
Residential		R-1	Hotels, motels, & boarding houses where occupants are primarily transient (less than 30 days) in nature.
	✓	R-2	Residential occupancy primarily permanent (30 days or more) in nature with more than two dwelling units such as a dormitory facility, fraternal fraternity house, apartment house, boarding house, convent or monastery.
		R-3	Residential facility where occupants are primarily permanent in nature and not classified as R-1 or R-2 or I, and where buildings do not contain more than 2 dwelling units. Also includes Daychild care facility which accommodates five or fewer persons of any age for less than 24 hours.
		R-4	Residential care/assisted living facility with more than 5 but less than 16 occupants excluding staff.
Utility / Misc.		U	Agricultural buildings, barns, fences more than 6 feet, retaining walls, greenhouses, & cell towers.

Does this building/structure contain mixed uses? Yes No

13. ADDITIONAL INFORMATION REQUIRED ON ARCHITECTURAL PLANS:

1. Architectural/Building Plans shall be drawn to scale & shall be legible.
2. Plans shall be on minimum 11" x 17" sheets but no larger than 24" x 36" sheets
3. Plan sheets shall be bound together.
4. The following information shall be on the Cover Sheet:
 - a. Project Title
 - b. Index of Drawings
 - c. Statement of Certification by the Architect/Engineer of Record certifying all applicable codes that the project is designed to be in compliance with and the date/version of each code, including but not limited to the following:
 - i. Building Code
 - ii. Mechanical Code
 - iii. Plumbing Code
 - iv. Electrical Code
 - v. Fire Safety Code
 - vi. Energy Conservation Code
 - vii. Fuel Gas Code
 - viii. Accessibility Code
 - ix. Existing Buildings Code
 - d. Owner name, address & phone
 - e. Developer name, address & phone
 - f. Engineers' & Architects' name, address & phone
 - g. Building Data, including but not limited to:
 - i. Occupancy Classification.
 - ii. Construction Type.
 - iii. Number of stories & height.
 - iv. Allowed Total Bldg. Area vs. Actual Total Bldg. Area Calculation.
 - v. Floor Area Calculations.
 - vi. Allowed vs. Actual Seating/Occupancy Load Calculations.
 - vii. Actual Footing Soil Load Bearing Pressure vs. Design Bearing Pressure.
 - viii. Actual vs. Required no. of Exits.
 - ix. Exit Width Provided vs. Exit Width Required Calculation.
 - x. Fire Protection Ratings Required vs. Designed Fire Protection Ratings.
 - xi. Structural Design Loads.
 - h. Location Map
 - i. West Virginia Engineer's/Architect's seal/certification (including structural elements).

Note: The West Virginia State Fire Marshal's Office may also have jurisdiction over this project. The applicant shall contact the West Virginia State Fire Marshal's office to determine if approval by the State Fire Marshal is also required:

West Virginia State Fire Marshal's Office (304) 558-2191
Plan Review Division
Second Floor
1207 Quarrier Street
Charleston, WV 25301

**OWNER/APPLICANT'S CERTIFICATION OF INTENT
AND
ACKNOWLEDGMENT OF RESPONSIBILITY:**

I, (We), the Owner of the property on which the Intended Improvement is to be constructed or placed, hereby certify and ensure that this Intended Improvement/construction and the Intended use complies with all restrictive covenants of this property/real estate. And, I, (We), agree, understand and acknowledge that I, (We), assume full responsibility for compliance with any such private land use covenants and restrictions, and that a violation thereof may result in legal sanctions by court injunction, fines and civil damages, irrespective of the issuance of this permit by Jefferson County.

I, (We), further acknowledge and understand that:

1. Any construction prior to the issuance of this permit is in violation of the Jefferson County Ordinances, and is subject to prosecution to the fullest extent of the law. (This includes site work, utilities construction, building construction, etc.)
2. Site work and building construction shall not begin until the site plan is approved, the construction bond is secured, the building plans are approved, and the Improvement Location Permit is issued.
3. Any new structure shall be located at the required/prescribed setback distances from property lines.
4. All well-water must be certified as potable by a testing laboratory approved by the WV State Health Department, prior to final inspection and issuance of the Use & Occupancy Certificate (U&O).
5. All wells shall be drilled and pressure grouted prior to submitting this application.
6. By signing this application it is understood that employees, representatives and/or agents of the Jefferson County Departments of Planning, Zoning, and Engineering are authorized to enter in and/or upon the property for the purposes of performing site plan and building code compliance inspections and to check for code violations related to the property, site work and/or building activities identified on this application.
7. The Property Owner is responsible for providing employees, representatives, and/or agents of the Jefferson County Department of Planning, Zoning and Engineering, safe and open access to the site and all building components when conducting inspections.
8. All work will be performed in accordance with Jefferson County Ordinances and Building codes; and that I/we are responsible for ensuring that the person(s) and/or contractor performing the work is knowledgeable of the applicable ordinances and building codes; and that the contract should stipulate that all work be performed in accordance with the applicable building codes.
9. All roadways and properties shall be protected from damage and the deposit of mud, dirt, silt, trash and debris, etc., resulting from the work covered by this permit application. The property owner shall be responsible for any resulting damage and clean up costs.
10. A copy of the International Building Code may be purchased from the International Code Council at <http://www.iccsafe.org>; or is available for review at the Jefferson County Engineering Department, Office of Permits & Inspections.
11. That no structure shall be used and/or occupied until a "Use & Occupancy Certificate" is issued by the Jefferson County Office of Permits and Inspections; and that using or occupying such structure prior to issuance of the Use & Occupancy Certificate is a violation of the Jefferson County Building Code Enforcement Ordinance and is subject to prosecution under the law.

I, (We), state that this application is true and accurate to the best of my (our) knowledge.

Property Owner: _____ Property Owner: _____
(original signature) (original signature)

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT C

Request for Exemption

[Attached Hereto]

Process Number (county use only) _____
Building Permit Number (county use only) _____

200

Request for Exemption
Jefferson County Government – Office of Impact Fees

Applicant for Building Permit shall complete Items 1-10, which shall be consistent with all information on the Building Permit Application filed by the Applicant. A copy of the application for the Building Permit and a copy of Form 100 shall be attached. The Request for Exemption form shall be submitted by the Applicant to the Impact Fee Coordinator. The Impact Fee Coordinator shall verify the information in Items 1-10 and shall review the supporting documentation and issue a determination.

Applicant Information

1 First Name Lowe Hospitality Group LLC M.I. _____
Last Name c/o Kenneth F. Lowe, III
2 Contact Address 233 Lowe Drive
City Shepherdstown
State WV ZIP 25443
Day Time Phone 304-279-6000

Building Permit Information

3 Building Permit Application Date (mm-dd-yyyy) _____ M.I. _____
4 Prop Owner First Name _____ M.I. _____
Prop Owner Last Name _____
5 Property Street Address _____
Property City _____
6 Subdivision (if applies) _____
Lot Number (if applies) _____
7 Tax District _____ Map _____ Parcel _____
Deed Book _____ Page _____

Amount and Type of Proposed Development

8 Residential
 Non-Residential Conversion of Hotel (See Attachment I)
Development Type _____ Subtype _____
Development Units _____ Amount _____

Reason for Exemption Request

9 The proposed residential development/redevelopment will not add dwelling units to those already on the subject property.
 The proposed non-residential development/redevelopment will not add square footage to that already on the subject property.
 There is a change in the type or mix of non-residential development (commercial/shopping center, light industrial, etc.).
 Specify: _____
 The proposed residential development/redevelopment will not result in an increase in demand for public facilities funded in whole or in part by impact fees.
 The proposed development project is exempt pursuant to § 5 of the Impact Fee Procedures Ordinance (2003-1).
 Other, explain in detail; See Attachment I

Applicant Signature

10 Applicant _____ Date _____

Department of Impact Fees Exemption Request Action

11 **EXEMPTION REQUEST AND SUPPORTING DOCUMENTATION REVIEWED BY:**
Date Received (mm-dd-yyyy): _____
Name: _____
Title: _____

12 Findings: _____

13 **PROPOSED ACTION ON REQUEST FOR EXEMPTION:**
 Approved
 Approved subject to the following conditions: _____
 Denied: _____
 Inadequate information on which to base a decision (specify additional information needed): _____

14 **FINAL APPROVAL MADE BY:**
Impact Fee Coordinator _____ Date _____

ATTACHMENT I

This property is formerly the site of the Quality Inn located at 70 Maddex Square, Shepherdstown, West Virginia.

Until it closed as a result of the COVID pandemic, the property was a 3 story motel with 51 sleeping rooms and related amenities. It also had a small kitchen facility and 1 small meeting room.

The property has been operated as a motel since 1998. It contains 23,000 square feet. The Applicant plans to redevelop the first floor of the property into retail space.

The second and third floors will be converted into 18 one-bedroom apartment units and 2 studio units. The square footage for the building will remain the same.

Applicant requests an exemption from the impact fee for the following reasons:

1. Since it acquired the property in 2007, the Applicant has paid \$425,167 in real estate and personal property taxes respecting the property, approximately 70% of which was paid to the county school system. Copies of the tax bills for all years but the 2007 and 2008 personal property taxes (which we do not have) are attached. (In 2007, Applicant paid \$29,418.80 in real estate taxes and \$1,858.44 for personal property taxes. In 2008, Applicant paid \$1,529.74 in personal property taxes.) In addition, the Applicant has paid \$431,000 in hotel/motel taxes to the County since it has owned the motel. The Applicant has already contributed significantly to the services funded by the impact fee and thus the impact fee should not be applicable to the redevelopment proposed by Applicant.

2. Converting 51 lodging rooms to 20 small apartment units and commercial space should result in less demand for public facilities which are funded in whole or in part by impact fees. It clearly will not result in greater demand since guests at the motel already had the benefit of many of the services funded by the impact fee and no new infrastructure will be required to service the complex.

3. The apartment units will be smaller apartments which are targeted to college students and will not be suitable for occupancy by more than two adults. 18 of the units will have square footage of 750 and 2 will have square footage of 375. Accordingly, this project should not result in greater demand on the County's school system as it is highly unlikely that children who would attend County school systems would reside in the complex due to the size of the units and location in a dense commercial area.

4. Applicant expects to invest \$800,000 in capital improvements to complete the redevelopment. The improvements should enhance the value of the property, thus generating increased real estate taxes for the County and thus, increased payments to the school system.

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

In re: Lowe Hospitality Group, LLC, a West Virginia limited liability company
Appellant.

MOTION FOR ORDER EXEMPTING PROJECT FROM IMPACT FEES

COMES NOW Lowe Hospitality Group, LLC, a West Virginia limited liability company ("Lowe"), by and through its counsel Ellen S. Cappellanti and Robert E. Glenn, and the law firm Jackson Kelly PLLC, on the grounds set forth in the Appeal Under the Jefferson County Impact Fee Procedures Ordinance filed by Lowe with the County County Commission, moves the County Commission pursuant to Section 4 of the Jefferson County Impact Fee Procedures Ordinance for an order (i) reversing the decision of the Jefferson County Impact Fee Coordinator (the "Coordinator") to assess full impact fees on the real estate project (the "Project") described in the Application for a Building Permit submitted to the Coordinator by Lowe on January 15, 2021, and (ii) exempting the entire Project from the payment impact fees.

Respectfully submitted,

LOWE HOSPITALITY GROUP, LLC,
By Counsel

JACKSON KELLY PLLC


Ellen S. Cappellanti (WVSB #627)
500 Lee Street East, Suite 1600
Charleston, WV 25301
Tel: (304) 340-1000
Fax: (304) 340-1050
ecappellanti@jacksonkelly.com

and



Robert E. Glenn (WVSB #10662)
310 West Burke Street
Martinsburg, WV 25401
Tel: (304) 260-4957
Fax: (304) 263-7110
rglenn@jacksonkelly.com

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

**In re: Lowe Hospitality Group, LLC,
a West Virginia limited liability company,**

Appellant.

ORDER EXEMPTING ENTIRE PROJECT FROM PAYMENT OF IMPACT FEES

This matter came before the County Commission of Jefferson County, West Virginia (the "County Commission") on the _____ day of _____, 2021, for a hearing on the merits with respect to the Appeal Under the Jefferson County Impact Fee Procedures Ordinance (the "Appeal") filed by the Appellant, Lowe Hospitality Group, LLC, a West Virginia limited liability company.

The Appellant appeared with counsel, and offered exhibits establishing its entitlement to the relief sought in the Appeal. Upon consideration of the Appeal, the Appellant's exhibits submitted in support, and the argument of counsel, the County Commission makes the following findings of fact and conclusions of law.

The County Commission FINDS and ORDERS that the Appellant's proposed conversion of its property located at 50 Maddex Square, Shepherdstown, West Virginia (the "Property") from a motel to an apartment building with first floor commercial and retail space (the "Project") as described in the Application for Building Permit Application (the "Building Permit Application"), submitted by Appellant for impact fee assessment on January 15, 2015, constitutes a "change in use," as such term is defined in the Jefferson Impact Fee Procedures Ordinance (the "Ordinance").

The County Commission FINDS and ORDERS that Section 2(B)(2) of the Impact Fee Ordinance requires that the impact fees due for the Project as a change of use development must

be based "only on the incremental increase in the fee for the additional public facilities needed for the change in use."

The County Commission FINDS and ORDERS that the West Virginia Local Powers Act requires that the impact fees due for the Project shall not exceed a "proportionate share" of capital improvements or the provision of other services attributable to the Project.

The County Commission FINDS and ORDERS that the conversion of the Property from a motel to an apartment building with first floor retail and commercial space, without any additional square footage, shall not result in an increase in demand for public facilities and county services that are funded in whole or in part by impact fees.

The County Commission FINDS and ORDERS that the substantial real estate and hotel/motel occupancy taxes generated by the Property since 1998 off sets any additional costs that may result from the conversion of the Property from a motel to an apartment building with first floor retail and commercial space.

The County Commission FINDS and ORDERS that any assessment of impact fees on the Project would exceed the Project's "proportionate share" of capital improvements or the provision of other services attributable to the Project.

The County Commission FINDS and ORDERS that the Jefferson County Impact Fee Coordinator (the "Coordinator") failed to apply the correct legal standards to the Building Permit Application and accompanying Request for Exemption from impact fees in assessing impact fees against the Project, and hereby reverses the decision of the Coordinator imposing impact fees on the Project as being contrary to law.

The County Commission FINDS and ORDERS that the entire Project is hereby made exempt from the payment of any impact fees otherwise payable under the Ordinance.

The County Commission FINDS and ORDERS that Lowe is authorized to attach a copy of this Order to its Building Permit Application as a final determination that the entire Project is exempt from the payment of impact fees.

Entered this _____ day of _____, 2021.

Josh Compton, President
County Commission of Jefferson County

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jeffrey Polczynski/Russell Burgess/Tom Reilly

Department or Organization: **Emergency Communications**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: **April 1, 2021**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **NextGen 911 Phone System Upgrade**

Please provide the County Commission with a description of your request or presentation, including any background information:
Discussion of Emergency Communications Phone System Replacement and Request Approval to Upgrade System to NG9-1-1 VESTA Phone System Solution from Motorola, Discussion of CommandPost Component of System and request Approval to purchase this component

Is this a funding request? Y/N Yes

If so, how much? \$ 509,622.25 and \$67,976.00

Provide exact financial impact/request: This is a Capital Outlay Project

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

- Motion to Approve the Purchase of the NG9-1-1 Phone System Upgrade from Motorola in the amount of \$509,622.25
- Motion to Approve the Purchase of the CommandPost Component of NG9-1-1 System in the amount of \$67,976.00

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: Russell Burgess

Email address: rburgess@jeffersoncountywv.org

Phone Number: 304-728-5605

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



March 17, 2021

Jefferson County Emergency Communications Center
28 Industrial Boulevard
Kearneysville, WV 25430

Dear Director **Polczynski**,

Motorola Solutions, Inc. (Motorola) is pleased to present its proposal for a replacement of your current VESTA Pallas 9-1-1 call handling solution with a state-of-the-art, integrated, VESTA 9-1-1 system, including all requirements for a comprehensive solution as described in this proposal.

The information in this proposal is provided to assist you in moving the VESTA 9-1-1 system acquisition forward. We have provided a design in our proposal that takes into consideration the County's requirements, coordinated with a detailed analysis and pricing.

As the industry's premier supplier of radio communications and integrated solutions, Motorola possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex operational issues. Our primary goal is to provide the County with a solution that improves the safety level of its residents, officers, and visitors. We are also committed to the Jefferson County Emergency Communications Center's increase in productivity and organizational profitability, and always ensuring customer satisfaction.

Motorola will be the prime contractor, providing all the products and labor required to deliver the proposed NG9-1-1 system. Not only do we offer the most technically advanced and *mission critical* NG9-1-1 system in the industry, with a Motorola solution, the Jefferson County Emergency Communications Center can have *confidence* that the system will be installed *on schedule, on budget and as proposed, unless mutually modified*.

Our offer includes a Communication Services and System Agreement with support and services for a five-year term. This pricing in this proposal is from the **VITA/VDEM Contract Number VA-161128-MSI**.

If you have any questions, please contact Travis Bottiglier Senior Account Manager - NG9-1-1 Solutions at (909)437-9682.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Grube', with a long horizontal flourish extending to the right.

Joe Grube
Area Sales Manager - NG9-1-1 Solutions



JEFFERSON COUNTY, WEST VIRGINIA

NEXT GENERATION VESTA 9-1-1

MARCH 17, 2021

VESTA9-1-1 FIRM PRICE PROPOSAL

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

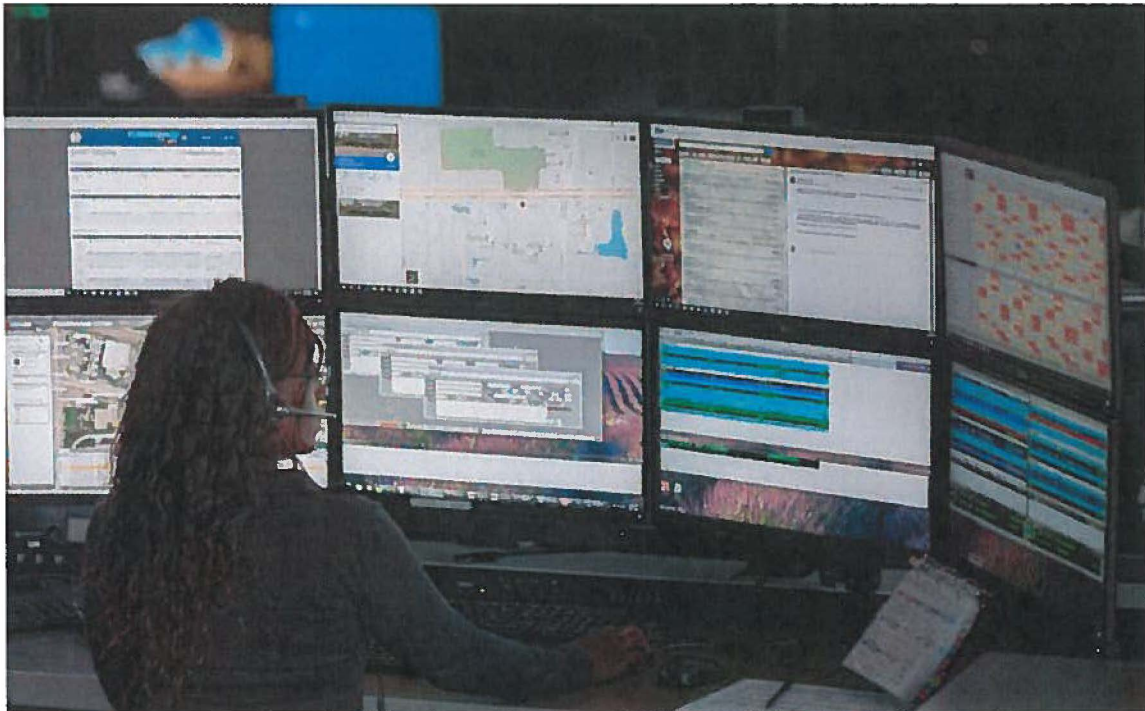
INTRODUCTION

Motorola Solutions is proud to present the VESTA® 9-1-1 call handling solution in response to Jefferson County request.

Motorola Solutions redesigned its industry leading 9-1-1 call handling platform from the ground up to specifically accommodate future emergency call handling formats. Our VESTA 9-1-1 solution is that Next Generation 9-1-1 (NG9-1-1) platform. Already selected by over 2500 agencies, the VESTA solution was designed to handle IP communications including Wireline, Wireless, VoIP, TDD/ TTY, SMS/Text. It will evolve to accept additional technologies like MMS and video, while maintaining our reputation for reliability and ease of use.

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP's increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

The VESTA 9-1-1 solutions are designed to meet growing community needs and emerging 9-1-1 technology. Jefferson County is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Motorola Solutions, Jefferson County can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.



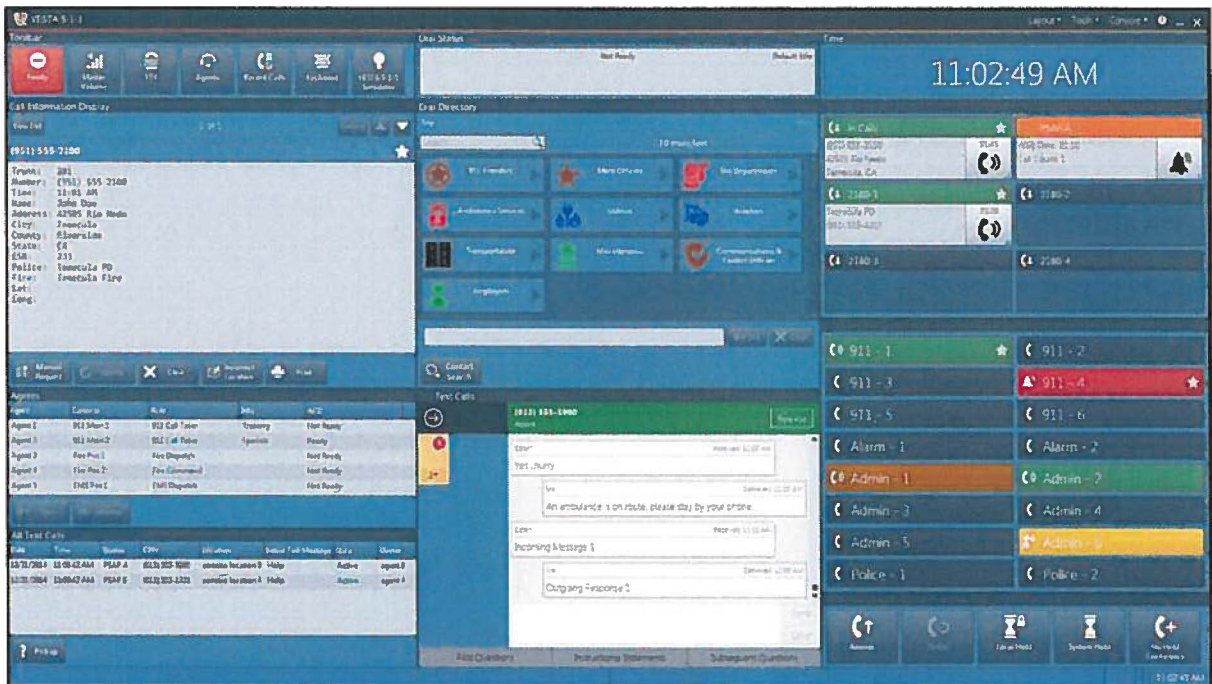
SECTION 2

SOLUTION DESCRIPTION

The VESTA 9-1-1 Call Taking solution is a Next Generation 9-1-1, National Emergency Number Association (NENA), i3-based call processing system for advanced call centers seeking scalability and flexibility in their call handling, along with maximum system availability. Our state-of-the-art solution is modernizing the integration of Next Generation 9-1-1 (NG9-1-1) call handling, short message service (SMS), geographic information system (GIS) and the management information systems (MIS).

The VESTA 9-1-1 solution is built on a VoIP - IETF SIP architecture and is ready for NG9-1-1 deployment while supporting legacy E9-1-1 technologies as well. The call handling software application manages the receipt of emergency (and administrative) calls and seamlessly distributes them to Call Takers for disposition via the best user friendly GUI interface in the public safety industry.

Built for both today and tomorrow, the VESTA 9-1-1 solution offers a cost-effective i3-based solution today that will protect municipal investments as NENA develops and launches new standards for the NG9-1-1 Public Safety Answering Points (PSAP). These standards include higher interoperability between networks, PSAP applications and the call processing platform, resulting in significant improvements in efficiency and emergency response of all agencies involved. Motorola Solutions as an industry leader, is actively involved in NENA ICE to develop and understand these standards; and to ensure our products evolve as the Next Generation paradigm takes shape.



Fully Configurable VESTA 9-1-1 Solution

Next Generation VESTA 9-1-1

Use or disclosure of this proposal is subject to the restrictions on the cover page.

2.1 SUMMARY OF OFFER

The proposal includes an all-inclusive NG9-1-1 Call Handling solution for one PSAP location.

Jefferson County, WV will provide/reuse the following items:

- Monitors for all CallTaker positions

Jefferson County

- (9) Call Taker positions with VESTA 9-1-1 Basic Operations license
At each position:
 - 24-key Genovation keypad
 - Sound Arbitration Unit (SAM)
 - VESTA® 9-1-1 IRR per seat license
 - VESTA® Analytic per seat license
- (1) VESTA Enhanced SoftPhone position with EIM License and Analytic per seat license)
- (8) CAMA Trunks
- (12) FXO ports
- (1) VESTA 9-1-1 Admin Printer
- (1) Network Firewall
- (2) Switches 2960-X+CBL 24-Port
- ESInet Interface Module (EIM) - NG9-1-1 core functions and capabilities for future ESInet deployment
 - (2) Firewall 60E
- VESTA® SMS - integrated Text-To-9-1-1 services – customer is responsible for TCC services and network charges
- MIS - Call management and reporting system
 - VESTA® Analytics
- Time Synchronization NetClock and Antenna Kit
- Spares
- **Optional:**
- (4) VESTA® CommandPOST – portable laptop position, docking station, 24-key Genovation keypad, Sound Arbitration Unit (SAM), VESTA 9-1-1 Basic Operations License
 - VESTA® 9-1-1 IRR Module
 - VESTA® Analytics
 - ESInet Interface Module (EIM)

- CommandPOST Training
- Training provided – see Equipment List for details.
 - VESTA 9-1-1 Agent Train the Trainer
 - VESTA 9-1-1 Admin for Standard
 - VESTA Analytics Admin
 - VESTA Analytics Remote
 - E-Learning VESTA 9-1-1 SMS Agent Delta
 - E-Learning VESTA 9-1-1 SMS Admin Delta

System-wide

- Jefferson County-wide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term
- 24/7/365 help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of systems for contract term

SECTION 3

PRODUCT DESCRIPTION

The product description gives an overview of the features and benefits of VESTA 9-1-1. Some of these features are optional. Please refer to the Summary of Offer section listing features and functions that are included in this bid. Contact your sales professional if you have any questions.

3.1 VESTA® 9-1-1

The VESTA 9-1-1 call handling solution is a mission-critical call management and response solution that is a NENA compliant, IETF standards-based, IP-centric implementation. In essence, the VESTA 9-1-1 solution:

- Is a 9-1-1 ANI/ALI controller providing voice management and data (ALI) retrieval
- Supports all of the standard telephony interfaces to simplify integration into existing telephony networks.
- Engineered to ensure that there is essentially no single point of failure, i.e. most of the hardware is duplicated within the system to ensure redundancy.

Below is a description of the *minimum* hardware components for a VESTA 9-1-1 system being shipped are as follows:

- Servers running Media Distribution Services (MDS)
- Servers running Data Distribution Services (DDS)
- FXS (Foreign eXchange Subscriber) gateways
- FXO (Foreign eXchange Office) gateways
- Managed Ethernet switches
- Firewall security appliance with VPN capability
- VESTA 9-1-1 workstations to manage and process incoming mission critical calls

Supported interfaces include:

- Analog 9-1-1 CAMA (wireline and wireless) trunks used only for incoming emergency calls
- Administrative lines – Centrex, CLID, POTS
- Feature Group D (FGD)
- Ring-down lines: wet (battery provided by CO) and dry (battery seen by the CO)
- Digital interfaces: T1 and PRI
- Automatic Location Identification (ALI) to identify caller information

- CAD interface
- VoIP 9-1-1 interfaces using NENA I3 or Intrado RFAI protocol

Specific features may or may not be available based on the options, call flow configurations and command assignments at the VESTA 9-1-1 workstations. Additionally, some features listed above represent integration with other third party products that may not form part of the solution; these are denoted for reference purposes.

3.1.1 Servers

Media Distribution Services (MDS)

The VESTA 9-1-1 MDS are the software-based call-processing component of the VESTA 9-1-1 solution. The software extends telephony features and functions to packet telephony network devices such as VESTA 9-1-1 workstations and IP phones.

MDS servers provide the following feature/functionality:

- Support for 9-1-1 and Admin queues
- ACD schemes (Longest idle, Ring all, Circular and Linear)
- Conferencing, transfer, and call overflow capabilities
- Administrative phone features and services
- Auto attendant features
- Voice mail

MDS servers are always implemented in pairs and operate in an Active/Standby mode.

Data Distribution Services (DDS)

The VESTA 9-1-1 DDS provides advanced 9-1-1 call data handling and system monitoring services.

DDS servers provide the following feature/functionality:

- Retrieve and extract ALI from ALI databases, perform ALI rebids
- Interfaces to CAD (Computer Aided Dispatch) systems
- Manages the transfer of call details to remote agencies
- System activity events and logs for tracking, alarming and historical reporting
- Management of overall system resources
- A client applications software distribution mechanism for VESTA 9-1-1 workstations, VESTA™ Analytics MIS solution, and Activity View management application
- Real-time CDR (Call Detail Record) printing

DDS servers are always implemented in pairs and operate in an Active/Standby mode.

Advanced Services Node (ASN)

The Advanced Services Nodes (ASNs) are equipped to extend the functionality of the VESTA 9-1-1 system. These are deployed virtual machines, which may be hosted on the System Hypervisor servers or on a separate pair of Hypervisor servers.

The ASNs provide the following functionality:

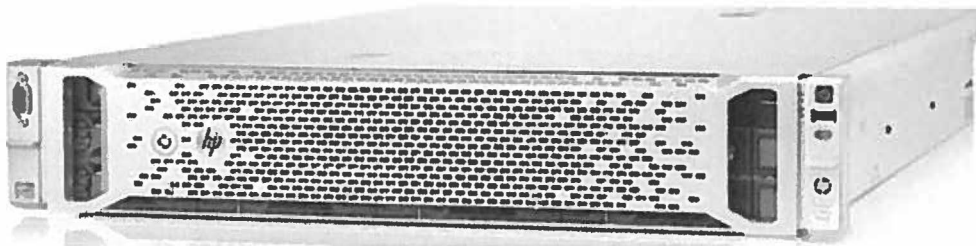
- Support direct-connect capability for delivery of SMS/text calls utilizing MSRP protocol.
- Provide additional tools for training purposes. This includes simulators for:
 - Generating SMS/text calls
 - Generating simulated voice calls
- Provide additional tools for diagnostic and configuration of the ASN.

ASNs are always implemented in pairs and operate in an Active/Active mode.

Virtualized Servers

The MDS, DDS and other peripheral servers may be implemented as virtual machines (VM's) on one or more physical servers. This approach reduces the amount of back-room equipment, lowers power consumption and reduces thermal loading in the equipment room. VM's also provide greater flexibility for future software upgrades, since the operating system and client software are now independent of the server hardware. Virtual servers are normally equipped with:

- Six-core Xenon CPU's (minimum)
- 12 GB of RAM (minimum)
- Multiple disk drives in a minimum RAID 5 configuration
- Multiple 10/100/1000 NIC's
- Dual power supplies



Virtualized Server

3.1.2 Gateways

The VESTA 9-1-1 solution supports various gateways to interface to traditional (non-IP) telephone systems. Gateways convert non-VoIP circuits to standard, SIP-based VoIP.

Foreign Exchange Subscriber (FXS)

FXS gateways support the following interfaces:

- 2-wire CAMA 9-1-1 trunks
- “Dry” ring-down circuits
- Analog stations
- FAX machines/modems
- Web-based Graphical User Interface (GUI) for configuration

Foreign Exchange Office (FXO)

FXO gateways provide the following functionality and interfaces:

- Loop-start CO lines
- Ground-start CO lines (M1K FXO GS modules only)
- “Wet” ring-down circuits
- Direct Inward Dialing (DID) circuits to specific endpoints (phone sets)
- Web-based GUI for configuration

Mediant 1000 (M1K)

Mediant 1000 gateway chassis provides six expansion slots which can be equipped with any combination of FXO, FXS and/or T1/PRI interface modules. The Mediant 1000 chassis is also equipped with redundant power supplies and dual network interfaces (NICs).

The following features and circuit types are supported on these gateways:

- Interface to 2-wire analog CAMA 9-1-1 trunks
- Interface to 2-wire loop start administrative lines
- Interface to 2-wire ground-start administrative lines (requires GS FXO module)
- Interface to either dry or wet ring-down lines
- Interface to standard T1/E1 circuits*
- Interface to standard ISDN-PRI circuits*
- Web-based GUI for configuration and management

*A maximum of four digital circuits may be equipped per M1K chassis (pre R6.0) or up to six (R6.x and later, with firmware upgrade).

ESInet Interface Module (EIM)

The ESInet Interface Module (EIM) provides connectivity to NENA I3-compliant and RFAI VoIP networks for the delivery of 9-1-1 calls and related information. Several different versions of EIM are available, depending upon the kind of ESInet that the system will be interfaced with:

- NENA I3 – Comtech/TCS
- NENA I3 – InDigital Networks
- NENA I3 – Vesta Solutions NGCS
- West/Intrado RFAI

The ESInet is normally interfaced to the VESTA 9-1-1 system by way of a firewall device at each host location.

The following features are provided with the EIM module:

- Delivery of 9-1-1 voice to the system using VoIP technology
- Delivery of the ANI as part of the call setup messages (SIP invite)
- Delivery of ALI information in the PIDF-Lo fields (NENA I3 only)
- Implementation of a “make busy” switch for PSAP evacuation/reroute (requires stand-alone FXS unit – switch to be provided by customer or channel partner)

3.1.3 Remote CAD Port Servers

For each PSAP equipped with a CAD interface, one set of the following will also be provided to allow for CAD port redundancy:

- Blackbox TL601A-R2 port arbitrator
- Blackbox TL159A-R4 8-port data sharing unit

3.1.4 Networking

The VESTA 9-1-1 system requires specific network capabilities in order to operate correctly.

Depending upon the price/performance desired by the customer, different managed network switches in 24- or 48-port configurations may be quoted. These are typically from either HP or Cisco. Network switches may be either standard or Power over Ethernet (PoE) versions, depending on the configuration required.

3.1.5 Printing

The VESTA 9-1-1 system may be equipped with a variety of printers, depending upon the specific customer requirements. Printers may be either locally connected (to a workstation or server) or connected to the VESTA 9-1-1 LAN utilizing either an internal or external network interface.

3.1.6 Workstations

The workstation uses a mini PC providing users with full functionality and power in a space saving design. The clean and compact design allows for flexible deployment options and is small enough to be mounted to the back of a monitor. Dual monitors are supported.



Mini PC for VESTA 9-1-1 Clients

Genovation Keypad

The versatile, 24-key programmable keypad can be labeled to fit specific agency needs. The non-volatile, programmable memory allows the keypad to connect to any USB port without installing resident software. The keypad is easy to program using the Windows compatible software provided. Assembled with high quality key switches, the keys are durable, yet light and easy to press.



Genovation Keypad

3.1.7 VESTA 9-1-1 Call Taking Position

The VESTA 9-1-1 call taking position provides a GUI to allow Call Takers to quickly process emergency and non-emergency calls. Depending upon the specific customer requirements, VESTA 9-1-1 call taking positions may be implemented in a variety of ways:

- Using standard tower or small form factor (SFF) workstations
- With one or more widescreen monitors. Workstations support up to two monitors natively using Display Port outputs. Adapters are optionally available to support other display types (VGA, HDMI, DVI, etc.).
- With optional Integrated Instant Recall Recorder (IRR) software. IRR software can be deployed as either single-channel (telephone only) or dual-channel (telephone and radio select audio) modes.
- With one or two Network Interface Cards (NICs). When deployed with two NICs, each NIC may operate independently (connected to two different networks) or be teamed for redundancy.
- With a SAM (Sound Arbitration Module) connected to two standard 310-plug headset jack boxes, a headset/handset unit and a SAM Speaker.
- With optional Genovation 24- or 35-key programmable keypads
- With optional widescreen touch screen monitor(s)

3.1.8 VESTA SMS

The VESTA SMS solution allows VESTA 9-1-1 systems to connect directly to Text Control Centers (TCCs) using standards-based MSRP protocol for delivery of text messages directly to VESTA console users. Some of the features of the VESTA SMS solution are:

- Standards based Text-to-9-1-1 solution
- Easy and flexible to operate
- Supports multiple text queues
- Text capability may be assigned to user roles
- Allows transfer of text calls within a single multi-PSAP system

3.1.9 VESTA CommandPOST (Future Purchasable Option)

The VESTA CommandPOST call processing solution is a portable call-taking position designed to allow a call-taker to move to another location, reconnect to their host system, and begin taking 9-1-1 (with ANI/ALI) and administrative calls. All features of the traditional VESTA 9-1-1 position are persevered. In order to use Instant Recall Recording (IRR), the VESTA CommandPOST must be used with the SAM module. The VESTA CommandPOST call processing solution can connect to the host system via:

- Public Internet connection using VPN
- Private IP network with/without VPN connection
- IP satellite network with/without VPN connection

The VESTA CommandPOST typically consists of the following components:

- Hardened laptop computer (refer to hardware specification for latest model)
- SAM (Sound Arbitration Unit)
- All required cables
- Weather-resistant rolling case with cut foam liner
- Docking station (optional)
- Additional battery (optional)
- External monitor (optional)
- External mouse & keyboard (optional)



CommandPOST Ruggedized Mobile Package

3.2 DATA MANAGEMENT

3.2.1 VESTA Analytics

The VESTA Analytics system is Motorola Solutions' next generation MIS solution and will provide Jefferson County with the advanced functionalities they are seeking. Our VESTA Analytics solution is a sophisticated emergency call center application for PSAP management and is optimized for regional administrators and PSAP supervisors.

The VESTA Analytics MIS solution provides several new capabilities not previously in existing 9-1-1 reporting solutions that play an important role in improving efficiencies in staffing, operations, and information management. The VESTA Analytics solution is built upon state-of-the-art technology, providing a foundation for future enhancements, and providing Next Generation capabilities.

The VESTA Analytics solution plays an important role in four key areas of each 9-1-1 call centers' operation:

Enhanced Operational Management — improves the ability to gather, organize, data-mine, and report near real-time information. The VESTA Analytics solution incorporates an advanced data warehouse for improved performance for creating custom reports and searching for data.

Personnel Management — includes new 9-1-1 specific key performance indicators (KPIs) that help assess the performance within the call center for more informed decision-making regarding staffing.

Automated Evidence Organization — automatically associates related calls into the context of individual incidents. This approach simplifies the tasks involved with reconstructing, organizing, searching, and archiving historical incident information.

Crisis Management – assists the administrator in identifying trends and triggers to stay ahead of events as they unfold.

The VESTA Analytics solution provides the following functionality and benefits:

- Displays a near real-time event list with automatic event association, plus a view of related detail information
- Offers advanced search and filtering capabilities for incident reconstruction and evidence organization
- Offers site statistics and key metrics
- Provides standard templates and advanced customization features for cross-tabular and ad hoc reporting
- Provides scheduled reports that can be distributed automatically
- Integrates with multiple types of call center systems
- Offers end-to-end call flow to see the number of times a call is transferred to various PSAPs within the system

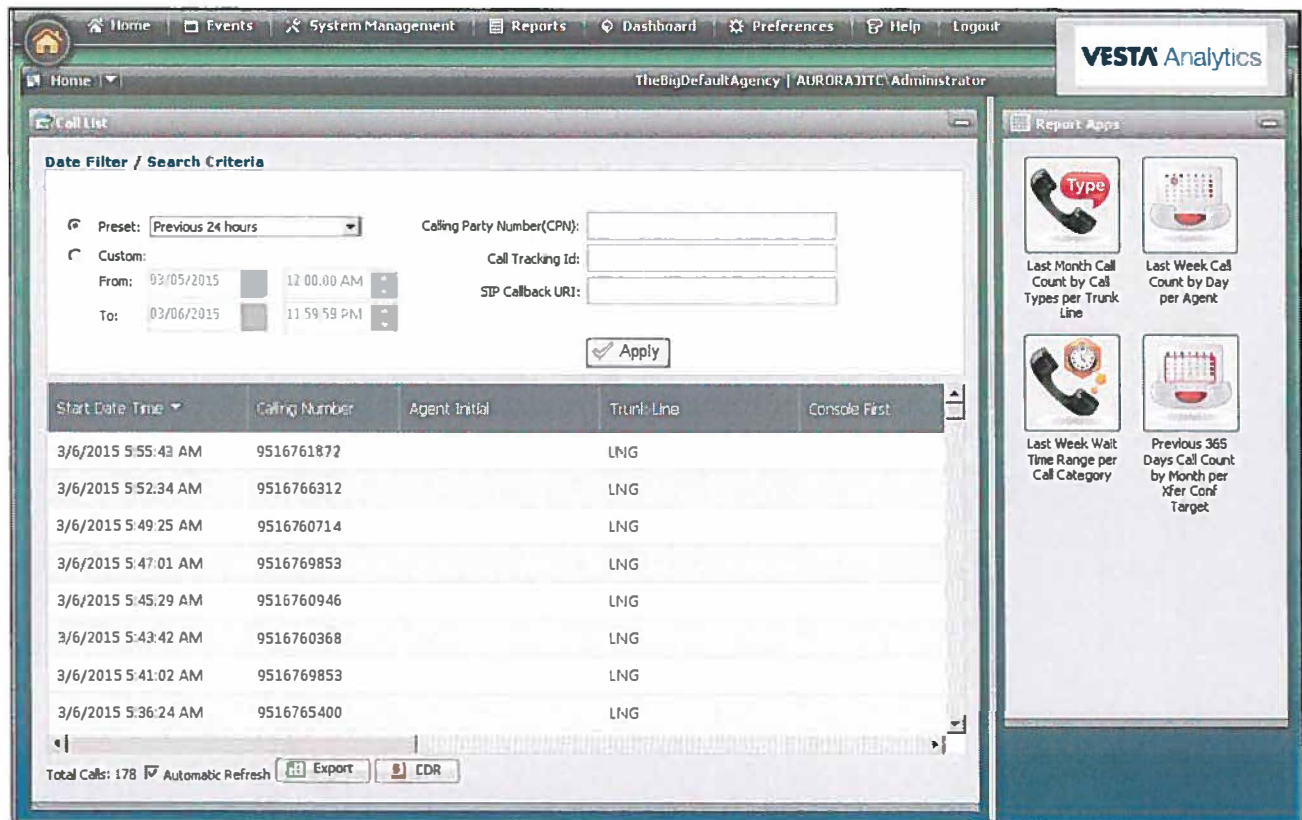
Core architecture of VESTA Analytics includes the following:

- Microsoft® SQL® Writer and the VESTA Analytics solution data adaptors and processors to capture event data from various sources and normalize it for storage in the database

- Data Warehouse (hosted by Microsoft® SQL® Server) retains the event data using the PEI-DB database and SQL® Service Analysis Services (SSAS) cubes
- Front-end services (hosted by Microsoft® Internet Information Services [IIS]) access and transform the event data in the VESTA Analytics Data Warehouse to provide a browser-based user interface for monitoring and reporting

The reporting capabilities of the VESTA Analytics solution are highly robust, supplying several standard documents that provide facts on call counts, transfer averages, trunk and line utilization, etc., and can accommodate customization when needs are more specific. All reports can be scheduled and automatically distributed, or you may choose to create an ad hoc report. The VESTA Analytics MIS solution can automatically associate related events, which simplifies incident reconstruction, organization, searching and archiving.

When you first open the VESTA Analytics application, it displays the Home page with four to eight tabs for accessing reporting functionality.



VESTA Analytics Home Page with 4 to 8 Tabs

The MIS solution includes several enhancements to improve the quality of the data reporting. Following is a brief list of some of those enhancements:

- Advanced Data Processor – allows the VESTA Analytics solution to properly dissect each call event and accurately calculate call durations.

- Occurrences – allows users to search events within a call. In some cases, reports are most useful when analyzing the first telecommunicator on the call or the first ALI received. There are also cases where one might want to look at the last Agent or ALI received. This feature becomes more important as PSAPs move to enterprise/hosted environments where calls transition across multiple call centers or when automatic ALI retransmissions are common.
- Call Segmentation & Association – allows calls that transition across multiple sites to be split into multiple call legs so that user permissions control access. While doing so, the VESTA Analytics program uses event association to provide a relation between these call legs for end-to-end call flow analysis.
- Perspectives – change the method by which the data is analyzed. Providing an answer to “the number of calls handled by the 9-1-1 center?” is much different than “How efficient was Joe in handling calls?” The former requires use of the “Caller’s Perspective,” the later the “Agent’s Perspective.” The VESTA Analytics solution supports the concept of perspectives so the resulting data answers the real question being asked.

Following is a list of the standard report templates available with the VESTA Analytics Standard solution.

Standard Report Category	Report Template
Agent	Agent Ring Count by Ring Time Range Agent Status Details Agent Transfer Average by Month

<p>Call</p>	<p>Call Average by Day vs. Hour</p> <p>Call Count by Call Category</p> <p>Call Count by Call Types</p> <p>Call Count by Day</p> <p>Call Count by Hour</p> <p>Call Count by Month</p> <p>Call Count by Quarter</p> <p>Call Count by Wait Time Range</p> <p>Call Count by Week</p> <p>Call Count by Year</p> <p>Call Count Comparison by Month</p> <p>Call Duration</p>
<p>Call Common Grouping</p>	<p>Concurrent Trunk Line Utilization</p>
<p>Location Information</p>	<p>Location Information Rebids</p>
<p>Queue</p>	<p>Overflow County by Queue and Console</p>
<p>Transfer - Conference</p>	<p>Transfer Conference Count and Duration</p> <p>Transfer Conference County by Wait Time Range</p>
<p>Trunk - Line</p>	<p>Trunk and Line Utilization by Day vs. Hour</p>

Standard Cube Report Category	Report Template
Call Groups	Class of Service
Agent	Ready Not ready Count and Duration
Advanced Report Category (Optional)	Report Template
Call	Abandoned Call Summary Answer Performance
Agent	Agent Efficiency Ranking Agent Offline County By Offline time Range Agent Statistics Comparison

The VESTA Analytics solution may be deployed in 3 different models:

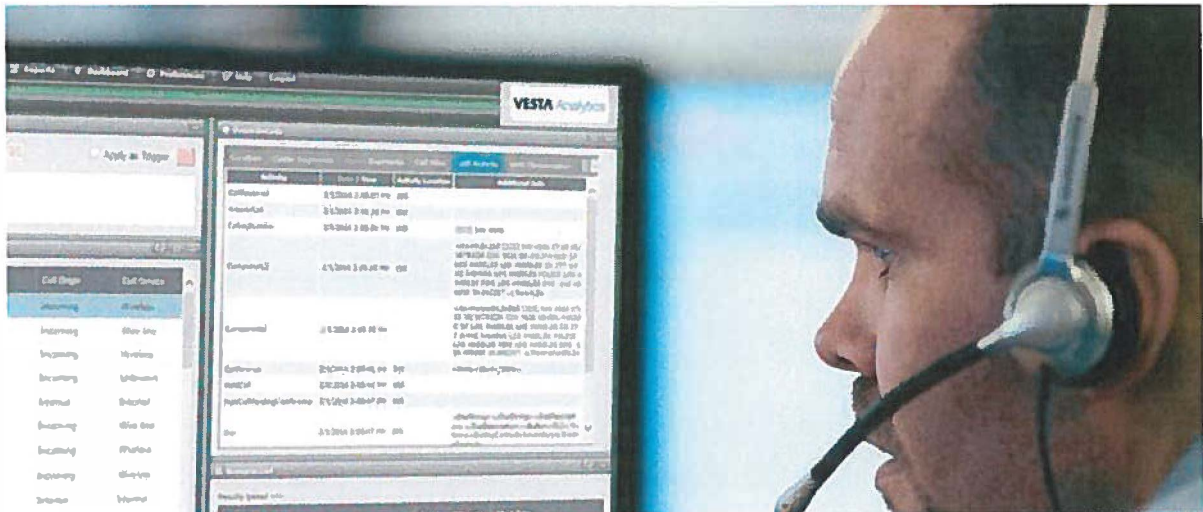
- Single host - Supports one system. If multiple PSAPs are provisioned on the system, no separation of PSAP data for security purposes is provided. All users have access to all data on the system
- Hosted model - In this model, a single VESTA Analytics system is used for reporting services in a multi-PSAP environment. This model allows each PSAP's data to be segregated so that users may only see/report on their specific PSAP's data.
- Enterprise model - In this model, a core VESTA Analytics system is used to accumulate data from multiple edge VESTA Analytics systems. This is most commonly used when data must be collected from multiple stand-alone VESTA 9-1-1 systems.

3.2.2 VESTA Analytics Front End

No dedicated client software is required to access the VESTA Analytics system. All access is performed using the Microsoft Internet Explorer 6.0 or later browser. The workstation accessing the VESTA Analytics system must:

- Have Microsoft .Net 2.0 or later software libraries installed.
- Be connected to the same network as the VESTA Analytics server or have other dedicated, secure access to the VESTA Analytics server network (VPN, etc.)
- One MS-SQL License per user accessing the VESTA Analytics MIS system is required.
- One VESTA Analytics system access license is required per user accessing the VESTA Analytics MIS system is required.

The VESTA Analytics access licenses are “concurrent usage” licenses. Users may log into the system from any workstation connected to the network as long as the number of users concurrently logged in do not exceed the number of access licenses purchased.



VESTA MIS Solution

SECTION 4

STATEMENT OF WORK

4.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to Jefferson County, and the tasks to be performed by Motorola Solutions, Inc, its subcontractors, and by Jefferson County, in order to implement the solution detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola Solutions and Jefferson County. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

4.2 CONTRACT

4.2.1 Contract Award - Milestone

Jefferson County and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

4.2.2 Contract Administration

Motorola Solutions Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with Jefferson County.

Customer Responsibilities

- Assign a Project Manager as the single point of contact responsible for Jefferson County -signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Jefferson County is responsible.

Completion Criteria

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and Jefferson County assign all required resources.
- Project kickoff meeting is scheduled.



4.2.3 Project Kickoff

Motorola Solutions Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Jefferson County.
- Review the resource and scheduling requirements with Jefferson County.
- Review the Project Schedule with Jefferson County to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola Solutions and Jefferson County), meetings, reports, milestone acceptance, and Jefferson County 's participation in particular phases.

Customer Responsibilities

- Jefferson County's key project team participants attend the meeting.
- Review Motorola Solutions and Jefferson County responsibilities.
- Provide copies of their existing map data.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

4.3 CONTRACT DESIGN REVIEW

4.3.1 Review Contract Design

Motorola Solutions Responsibilities

- Meet with the Jefferson County project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Jefferson County for approval. These documents form the basis of the system, which Motorola Solutions will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for field.
- Establish demarcation point to define the connection point between the Motorola Solutions-supplied equipment and the Jefferson County -supplied link(s) and external interfaces.

Customer Responsibilities

- Jefferson County's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria

- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.3.2 Design Approval - Milestone

Jefferson County executes a Design Approval milestone document.

4.4 ORDER PROCESSING

4.4.1 Process Equipment List

Motorola Solutions Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola Solutions' Customer Order Fulfillment (COF) system.
- Reconcile the equipment list(s) to the Contract.

Customer Responsibilities

- Provide shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

4.5 MANUFACTURING AND STAGING

4.5.1 Manufacture Motorola Solutions Equipment

Motorola Solutions Responsibilities

- Manufacture the Motorola Solutions and non-Motorola Solutions equipment necessary for the system based on equipment order.

Customer Responsibilities

- Provide Monitors for all Call-Takers positions including supervisor positions (if required)
- Provide 3rd party component that are not associated with this proposal

Completion Criteria

- Ordered equipment shipped to either the field or the staging facility.

4.5.2 Staging

Motorola Solutions Responsibilities

- Ship all equipment needed for staging of the E911 console system.
- Stage the system.
- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities

- Jefferson County to provide shipment location.

Completion Criteria

- Equipment ready for shipment to the field.

4.6 SYSTEM INSTALLATION

4.6.1 Install Call Handling Equipment - Milestone

Motorola Solutions Responsibilities

- Will provide storage location for the Motorola Solutions-provided equipment.
- Receive and inventory all equipment.
- Will remove existing equipment.
- Install system equipment as specified by the Equipment List, System Description, and system drawings.

Customer Responsibilities

- Provide all Monitors for the Call-Taker and Supervisor positions along with the CommandPost if purchased
- Provide access to the sites, as necessary.
- Dispose of existing equipment if necessary.
- Install and test of all Telco circuits required.
- Provide all appropriate data and accounts for Analytic.
- Provide two existing ALI modems appropriate for the system.
- Provide connectivity from the required ALI database to an existing ALI modem at the primary site.
- Customer to provide headset at each call taker position

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

Design Assumptions

Motorola Solutions has made several system design assumptions in preparing this proposal, which are noted below. Should any of these assumptions be incorrect, Motorola Solutions reserves the right to amend the proposal which could result in a change in project scope, schedule, and/or cost. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions:

- This quote does not include considerations for any site-specific installation requirements, including but not limited to:
 - HVAC.
 - Floor Loading.
 - Power sourcing/loading.
 - Breaker panel availability.
 - Surge suppression, beyond that provided by Motorola Solutions for new equipment.
- All power/HVAC will be provided by Jefferson County.
- Equipment power is to be 120V AC:
 - The demarcation point will be the circuit distribution devices in the equipment racks.
 - Customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment.
 - Customer will provide a connection to the building grounding system at each operator position.
- All existing sites or equipment locations will have sufficient space available for the system described. Jefferson County will be responsible to secure the use of existing equipment racks and power/grounding systems for the proposed hardware from existing site owners.
- Motorola Solutions is not providing any console workspace furniture or enclosures. Jefferson County will be responsible for providing furniture and any custom equipment to accommodate the call taker operator terminal(s) and to suit individual preferences.
- This proposal/design does not make any claims concerning equivalent functionality between the existing E911 console equipment/design and the proposed E911 Call Handling equipment.
- Motorola Solutions has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
 - Computer Aided Dispatch (CAD).
 - Radio Dispatch Console.
 - Logging recorder.
- Any required system interconnections not specifically outlined here will be provided by Jefferson County. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No box level or performance spec testing will be conducted.

4.6.2 Fixed Call Handling Equipment Installation Complete

All fixed network and console equipment installed and accepted by the Jefferson County.

4.7 TRAINING

4.7.1 Perform Training

Motorola Solutions Responsibilities

- Finalize training schedules purchased as part of this project with the Jefferson County Project Manager.
- Conduct the training classes outlined in the Training Plan.
- Training will be provided at Jefferson County PSAP for up to eight students per class as follows:
 - VESTA 9-1-1 Agent Train the Trainer
 - VESTA 9-1-1 Admin for Standard
 - VESTA Analytics Admin
 - VESTA Analytics Remote
 - E-Learning VESTA 9-1-1 SMS Agent Delta
 - E-Learning VESTA 9-1-1 SMS Admin Delta

Customer Responsibilities

- Attend training classes.
- Comply with the prerequisites in the Training Plan.

Completion Criteria

- All training classes completed.

4.7.2 Training Complete

All training classes completed.

4.8 CONDUCT FIELD ACCEPTANCE TEST

Motorola Solutions Responsibilities

- Conduct the Field Acceptance Test Plan (ATP) upon functional testing documents approved during the Design Review phase.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Jefferson County for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities

- Witness the Field ATP.

Completion Criteria

- Successful completion of the Field ATP.
- Jefferson County approval of the Field ATP.

4.8.1 System Acceptance Test Procedures - Milestone

Jefferson County approves the completion of all the required tests.

4.9 FINALIZE

4.9.1 Cutover

Motorola Solutions Responsibilities

- Motorola Solutions and Jefferson County develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria

- Successful migration from the old system to the new system.

4.9.2 Resolve Punch List

Motorola Solutions Responsibilities

- Work with Jefferson County to resolve punch list items, documented during the ATP phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities

- Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria

- All punch list items resolved and approved by Jefferson County.

4.9.3 Finalize Documentation

Motorola Solutions Responsibilities

- Provide the following documents:
 - Field ATP Test Sheets and Results.

Customer Responsibilities

- Receive and approve all documentation provided by Motorola Solutions.

Completion Criteria

- All required documentation is provided and approved by Jefferson County.

4.9.4 Final Acceptance - Milestone

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Jefferson County.

4.10 PROJECT ADMINISTRATION

4.10.1 Project Status Meetings

Motorola Solutions Responsibilities

- Motorola Solutions' Project Manager, or designee, will attend all project status meetings with Jefferson County, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either Jefferson County or Motorola Solutions.

Customer Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

4.10.2 Progress Milestone Submittal

Motorola Solutions Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- Jefferson County approval of the Milestone Completion document(s).

4.10.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will

reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 5

SERVICE/WARRANTY

Motorola Solutions, Inc. (Motorola Solutions) has the most comprehensive service organization in the Land Mobile Industry. Since 1947, we have been building a unique service team, national in scope, but local in its ability to respond to Jefferson County's diverse needs. As product and system complexity has evolved over the years, the Motorola Solutions Global Solutions and Service Division has responded by developing new service products and programs to match the evolution. This ensures that we have the ability to provide service products to effectively maintain your system.

Routine system monitoring, network connectivity issues and ongoing cyber threats eat up valuable time and resources. At Motorola Solutions, we understand the complexities and challenges associated with maintaining communications integrity. It's why we proudly offer our Network Security Operations Center (NSOC), a best-in-class solution for 24/7 monitoring and 9-1-1 systems management.

We tailor our Service Delivery Plans to support the individual needs of our customers. We do this by leveraging our Service Delivery Management team who is focused on the servicing of your system so you can focus on the operations. Our Service Delivery Manager will maintain close communications with Virginia Beach to continually monitor and assess our services at all stages and adapt to meet your needs where necessary.

Our goal is to build a service relationship you can trust and count on to grow with your needs and the demands of Next Generation 9-1-1 emerging technologies.

5.1 MOTOROLA SOLUTIONS WARRANTY

Motorola Solutions' will be providing Jefferson County with 24x7x365 support during the 1-year warranty period.

In addition, Motorola Solutions provides a customized support package to meet your needs. We have included the following additional services in your support plan. After the first year, these services may be purchased under a separate agreement.

5.2 ONSITE INFRASTRUCTURE RESPONSE

Motorola Solutions' On-Site Response service gives you that advantage by making available our network of expert support resources located all across North America to provide on-site support when you need it. These Motorola Solutions certified field technicians arrive at your door equipped and ready to do what it takes to get your system running at optimum capacity.

Using Motorola Solutions-approved test equipment, service procedures and backed by Motorola Solutions' centralized technical resources, technicians from your local authorized service center are dispatched to your site to perform diagnostics, remove components for repair, and reinstall new or reconditioned components. When it is a response to a call for help, Motorola Solutions On-Site Response service guarantees technician dispatch, site arrival, and problem resolution—all within your contracted 2hrs response times.

Motorola Solutions field technicians average 35-60 hours of technical training per year and 15-25 years of solution experience that aid in the quick and timely resolution of your service issues. Motorola Solutions on-site technicians are also backed up by technical consultants and field engineering support across the county when the situation calls for a more specialized expertise. We recognize that your communication system is critical to your operation and our support strategy of local and centralized support is our promise to you that we will do whatever it takes to keep it working at peak efficiency.

Motorola Solutions' On-Site Response service is a vital component of an intelligent communication support plan that keeps your business running, your costs down, and helps you stay focused on your goals.

5.3 TECHNICAL SUPPORT SERVICE

Motorola Solutions Technical Support Service assures you maximum preparedness with on-demand technical support, commitment to restoration, and whatever it takes to enable immediate communication via your wireless network! The skilled professionals and advanced systems at the Motorola Solutions System.

Support Center is there to keep your network running at peak performance 24 hours a day, 7 days a week.

Technical Support provides:

- Expert technologists trained in troubleshooting to analyze, isolate and correct problems to get your system issue(s) resolved quickly.
- Best-in-class Remote Diagnosis capabilities: advanced diagnostics and fully equipped test labs, if applicable, based on system type.
- Automated test systems to quickly diagnose boards.
- Shared knowledge database constantly updated for technologists to utilize to reduce cycle time.
- Immediate access to Network Designers and Engineers.
- Rigorous and defined case and escalation management process and procedures.
- Motorola Solutions technologists participate in ongoing training programs.
- Customer case performance reports available upon request.

5.4 INFRASTRUCTURE REPAIR

Motorola Solutions Infrastructure Repair Service assures maximum preparedness through the most effective repair processes so that potential service disruptions are minimized or alleviated. The skilled professionals and advanced systems at the Motorola Solutions Infrastructure Depot are here to keep your network running at peak performance 24 hours a day, 7 days a week. Infrastructure may be repaired down to the Component level at the Motorola Solutions Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third-party Infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third-party vendor, Motorola Solutions may replace the equipment with similar Infrastructure.

Infrastructure Repair provides:



- Expert technicians utilizing state-of-the-art automated test equipment trained in troubleshooting to analyze, isolate, and correct problems to get your equipment repaired quickly.
- Rigorous and defined case and escalation management process and procedure.

5.5 SOFTWARE SUPPORT

Due to normal advancements in technology, individual components within the E911 platform will require periodic update and replacement to mitigate network vulnerabilities and address technology obsolescence. Software Agreement complements the lifecycle of the E911 system by providing periodic software updates which safeguard and enhance the operation, and extend the lifespan of the E911 system. The Software Agreement provides system release software for VESTA.

Updated software incorporates the latest advancements in technology and provides improvement in network security. Regular updates ensure commercial software remains within the OEM support coverage and may provide operational enhancements of previously purchased features. The Software Agreement not only provides a simple approach to updating the system, but owners can also realize up to 80% cost savings compared to individual procurement of software updates. The fixed price annual subscription also provides an approach for consistent budget planning and cost containment against unexpected changes. The Software Agreement is a flexible lifecycle management solution that allows the system owner to implement updates on their own schedule and incur hardware and implementation services expense at the time of upgrade:

- Minor releases may include security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any VESTA software service packs that may be available.
- Major releases include VESTA system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.

5.6 MONITORING AND RESPONSE

Monitoring and Response Service can help keep your network at optimum availability, so it is ready to serve mission-critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Monitoring and Response Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment (ROI).

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our technologists actively monitor your network to maximize network uptime and overall preparedness for the expected and unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Monitoring and Response Service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Monitoring and Response Service provides:



- Improved network availability.
- Remote and timely resolution to minimize downtime.
- Cost efficiencies.
- Optimize time at site due to assessment and knowledge transfer before dispatch.
- Minimize unnecessary trips to site.
- Mitigate need for 24x7 operations monitoring center.
- Detailed Reports.

SECTION 6

EQUIPMENT LIST

6.1 JEFFERSON COUNTY PSAP

VESTA® 9-1-1

Qty.	Part No.	Description	U/M	Equipment
2	870899-0104R7.6	VESTA® 9-1-1 V911 R7.6 LIC/DOC/MED	EA	Included
1	873099-03002	V911 CAD INTF KIT	EA	Included
1	870891-66101	V911 CAD INTFC LIC ONLY	EA	Included
		VM Medium Server Bundle <i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>		
1	853031-DLSVRSG-2	V-DL MED SVR BNDL SNGL	EA	Included
2	04000-68009	V-SVR BASIC SPT 5YR	EA	Included
		VESTA® 9-1-1 Features ESInet Interface Module (EIM) <i>Note: Pricing is provided for budgetary purposes only. Equipment/service requirements may change upon selection of ESInet Service Provider.</i>		
9	873090-11102	V911 LIC EIM MOD	EA	Included
		<i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>		
2	03800-03060	FIREWALL 60E	EA	Included
2	03800-03065	WARR FIREWALL 60E 5YR	EA	Included
2	809800-00200	CFG NTWK DEVICE	EA	Included
176	809800-17006	FIELD ENG-EXPRESS	EA	Included
		<i>Note: FE for installing EIM and/or DPI at the same time as the VESTA system and purchasing Motorola FE for the install of the VESTA system.</i>		
		<i>Includes:</i> <ul style="list-style-type: none"> - 60E Firewall Configuration - EIM Configuration - Carrier Failover Testing - Operational Readiness Testing 		
		<i>Note: Additional 64 units of Remote FE per agency for Operational Readiness Testing (end-to-end testing prior to cut) when there is more than 1</i>		

		VESTA® SMS		
		<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>		
2	870891-66301	VESTA 9-1-1 SMS LIC	EA	Included
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 1</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 2</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 3</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 4</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 5</i>		
		VESTA® 9-1-1 Basic Operations		
9	PS-0SQ-VSML	VS BSC MLTP PER SEAT LIC	EA	Included
9	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	EA	Included
		VESTA® 9-1-1 IRR Module		
9	873099-00502	V911 IRR LIC/DOC/MED	EA	Included
9	809800-35114	V911 IRR SW SPT 5YR	EA	Included
		VESTA® Workstation Equipment		
9	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	EA	Included
9	04000-00441	WINDOWS 10 LTSC LIC	EA	Included
9	64007-50022	KEYPAD 24-KEY USB CBL 25FT	EA	Included
9	65000-00197	KIT CBL DP/USB 15FT EXT	EA	Included
9	65000-00176	CBL USB EXT REPEAT 16FT	EA	Included
9	853030-00302	V911 SAM HDWR KIT	EA	Included
18	833401-00101G-15	CBL SAM JKBX 15FT	EA	Included
9	853004-00401	SAM EXT SPKR KIT	EA	Included
9	65000-00124	CBL PATCH 15FT	EA	Included
9	809800-35109	V911 IWS CFG	EA	Included
9	809800-35108	V911 IWS STG FEE	EA	Included
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	EA	Included
		<i>Note: Customer to provide Monitors.</i>		
		VESTA® 9-1-1 Admin Printer		
1	64040-60019	PRNTR USB/ETHERNET COLOR	EA	Included
		<i>Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.</i>		
1	65000-13403	CBL USB 2.0 A/B 10FT	EA	Included
		Network Equipment		
		<i>Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.</i>		
1	03800-03060	FIREWALL 60E	EA	Included
1	03800-03065	WARR FIREWALL 60E 5YR	EA	Included



1	809800-00201	VPN CFG SVCS	EA	Included
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	EA	Included
2	04000-29680	WARR 2960-X 24P NBD 5YR	EA	Included
Peripherals & Gateways				
2	04000-00129	MED 1000B CHASSIS BNDL	EA	Included
1	870890-74901	V911 M1KB FIRMWARE	EA	Included
2	04000-00190	SW SPT M1000 GATEWAY 5YR	EA	Included
3	04000-00116	MED 1000 FXO-LS BNDL	EA	Included
2	04000-00119	MED 1000 FXS-O BNDL	EA	Included
ALI/CAD Output				
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	EA	Included
8	65000-00262	KIT CBL RJ11 ADPTR DB25	EA	Included
Cabinet & Peripheral Equipment				
<i>Note: Cabinet must come pre-equipped with power strips if customer chooses to provide and sends it to Vesta Solutions, Inc for configuration.</i>				
1	00600-20042	CABINET 42U 19IN	EA	Included
1	63009-192803	MNTR RACK KYBD KVM 19IN	EA	Included
1	04000-00707	FAN KIT BLK	EA	Included
1	00600-20143	CABINET ROOF FAN HOLE	EA	Included
1	04000-50033	SEISMIC BRACING KIT	EA	Included
2	04000-25631	PDU 24-OUTLET TWST LOCK 20AMP	EA	Included
1	809800-80044	SVR CAB CFG FEE	EA	Included
Time Synchronization Equipment				
1	04000-09486	NETCLOCK 9483 + 3-PORT	EA	Included
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA	EA	Included
1	04000-08231	GPS ANTENNA POST MT KIT	EA	Included
1	04000-08236	GPS PVC POST MNT	EA	Included
1	04000-08228	GPS ANTENNA SURG PROTECTR	EA	Included
1	04000-20601	GND KIT FOR 8226	EA	Included
1	04000-67022	GPS CBL CONN	EA	Included
1	04000-13025	CBL GPS ANTENNA 25FT	EA	Included
1	04000-13100	CBL GPS ANTENNA 100FT	EA	Included

VESTA® 9-1-1 IP Phones

Qty.	Part No.	Description	U/M	Equipment
1	853031-SFTPHN-1	Soft Phones ENH SOFT PHN BNDL W10	EA	Included
1	MSD-INCENTIVE	Managed Services Discount MGD SERVICES INCENTIVE	EA	Included

1	873090-11102	ESInet Interface Module (EIM) V911 LIC EIM MOD	EA	Included
1	PA-MSG-ASSL	VESTA® Analytics - Standard Multi Product Purchase V-ANLYT STD PER SEAT LIC	EA	Included
1	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	EA	Included
1	04000-00399	Monitoring & Response (M&R): Workstations <i>Note: Includes (1) Softphone Console</i> M&R WKST AGENT LIC	EA	Included
1	809800-16331	M&R WKST SRVC 5YR	EA	Included

VESTA® Analytics

Qty.	Part No.	Description	U/M	Equipment
1	873399-00103.5	VESTA® Analytics Standard - Multi Product Purchase V-ANLYT 3.5 DOC/MED	EA	Included
1	873391-00501	V-ANLYT STD LIC	EA	Included
1	873391-00301	V-ANLYT USER LIC	EA	Included
9	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC	EA	Included
9	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	EA	Included
1	873391-00901	VESTA® Analytics Modules V-ANLYT ADV RPT PKG LIC	EA	Included
1	BA-M00-ASA0-3	VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle <i>Note: Additional Hardware to be installed in DDS-B Server.</i> V-ANLYT STD ADD-ON	EA	Included

Managed Services

Qty.	Part No.	Description	U/M	Equipment
1	809800-14151	Monitoring & Response (M&R): Activation Fee <i>Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal.</i> M&R ACT FEE, MED SITE	EA	Included
3	04000-00398	Monitoring, PM & AV Service: Servers <i>Note: Includes (2) DDS Servers, (1) VESTA Analytics Server.</i> M&R SVR AGENT LIC	EA	Included

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Next Generation VESTA 9-1-1

3	809800-16365	M&R PM AV SVR SRVC 5YR Monitoring, PM & AV Service: Workstations <i>Note: Includes (9) Workstations, (1) Management Console.</i>	EA	Included
10	04000-00399	M&R WKST AGENT LIC	EA	Included
10	809800-16381	M&R PM AV WKST SRVC 5YR Monitoring, PM & AV Service: IP Devices <i>Note: Includes (2) Virtual Host/Machines, (2) MDS Servers, (2) Gateways, (1) Firewall, (1) 8TB NAS Device, (2) Cisco Switches, (2) ASN Servers, (2) Firewalls for EIM/SMS.</i>	EA	Included
14	04000-00400	M&R NETWORK/IP AGENT LIC	EA	Included
14	809800-16347	M&R IP DEVICE SRVC 5YR	EA	Included

Optional Parts/Spares

Qty.	Part No.	Description	U/M	Equipment
Gateways and Equipment				
1	04000-00127-SP	MED 1000B CHASSIS SPARE	EA	Included
1	04000-00116	MED 1000 FXO-LS BNDL	EA	Included
1	04000-00119	MED 1000 FXS-O BNDL	EA	Included
1	04000-00132	MED 1000B PWR SPLY BNDL	EA	Included
1	04000-00144	MED 1000B CPU BNDL	EA	Included
1	04000-01751	TS-4 PORT TERMINAL SVR	EA	Included
1	65000-00182	CBL RJ45-10P/DB25M 4FT	EA	Included
Cables and Switches				
1	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	EA	Included
1	04000-29680	WARR 2960-X 24P NBD 5YR	EA	Included
ProDesk Mini Workstation Equipment				
1	64007-50022	KEYPAD 24-KEY USB CBL 25FT	EA	Included
1	65000-00197	KIT CBL DP/USB 15FT EXT	EA	Included
1	65000-00176	CBL USB EXT REPEAT 16FT	EA	Included
1	853030-00302	V911 SAM HDWR KIT	EA	Included
1	833401-00101G-15	CBL SAM JKBX 15FT	EA	Included
1	853004-00401	SAM EXT SPKR KIT	EA	Included
1	65000-00124	CBL PATCH 15FT	EA	Included

Extended Warranties

Qty.	Part No.	Description	U/M	Equipment
Server Extended Warranty <i>Note: Includes (2) VESTA 9-1-1 Servers.</i>				
2	04000-01621	WARR NBD DL380G10 5YR	EA	Included

11	04000-01594	<p><i>Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.</i></p> <p>Workstation Extended Warranty <i>Note: Includes (9) Workstations, (1) Management Console, (1) Softphone console.</i> WARR NBD 600/705 G2/G3/G4/G5 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i></p>	EA	Included
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VESTA® Services

Qty.	Part No.	Description	U/M	Equipment
90	809800-17006-SMS	Services to Support VESTA® SMS FIELD ENG-EXPRESS SMS	EA	Included
43	809800-51007-SMS	SMS COORDINATION	UN	Included
1	000001-06805-SMS	E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC	EA	Included
		<p><i>Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include:</i></p> <ul style="list-style-type: none"> * Firewall Configuration * VESTA 911 / VESTA SMS configuration * Import of VESTA SMS VM's (if applicable) * Preparation of screen layouts * TCC Testing * Carrier Testing * Express Field Engineering Services * Remote Project Management * E-Learn SMS Admin Delta Training Course <p>Project Management Services</p> <p>Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.</p>		
5	809800-51009	PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	DY	Included
1	COLDINSTALL	MSI Direct Services COLD INSTALL <i>Note: Cold Install/Rack and Stack</i>	SITE	Included



1	PMONSITE	PM ONSITE	SITE	Included
1	ENGINEERING	ENGINEERING	SITE	Included
1	MAINTSRVC5Y	MAINT SERVICE 5YR	EA	Included
1	000001-06712	Training V9-1-1 AGENT TTT TRNG	EA	Included
		<i>Note: VESTA® 9-1-1 TTT bundle includes (1) 1 day class of TTT training for up to 8 students. Includes trainer's daily training expenses and travel.</i>		
1	000001-06704	V9-1-1 ADMIN FOR STD	EA	Included
		<i>Note: VESTA® 9-1-1 Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.</i>		
2	000001-06806	E-LEARN V9-1-1 SMS AGENT DELTA TRNG	EA	Included
		<i>Note: E-Learning for VESTA SMS AGENT is a computer-based training course. The course is for up to a maximum of 10 students. E-Learning course is available for each student for 365 days.</i>		
1	000002-24404	V-ANLYT ADMIN TRNG	SU	Included
		<i>Note: VESTA® Analytics Admin bundle includes (1) 1 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.</i>		
1	000000-24405	V-ANLYT REMOTE TRNG	EA	Included
		<i>Note: VESTA® Analytics Remote Training uses actual customer data and is conducted post cut (30-45 days after cutover) to enhance the learning experience. This course is highly recommended for new sites and would follow the on-site VESTA® Analytics Admin course (000000-24404) that is typically delivered before cutover. For upgrade VESTA® Analytics sites, this course is an option as is the 000000-24404 course.</i>		

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	U/M	Equipment
1	SLD-INCENTIVE	Vesta Solutions Discounts/Incentives STRATEGIC SALES INCENTIVE <i>Note: Discount Expires if Purchase order not received by September 30, 2021</i>	EA	Included

6.2 OPTIONAL COMMANDPOST LAPTOP

VESTA® CommandPOST

Qty.	Part No.	Description	U/M	Equipment
4	873090-11102	ESInet Interface Module (EIM) V911 LIC EIM MOD	EA	Included
4	PS-0SQ-VSML	VESTA® 9-1-1 Basic Operations VS BSC MLTP PER SEAT LIC	EA	Included
4	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	EA	Included
4	873099-00502	VESTA® 9-1-1 IRR Module V911 IRR LIC/DOC/MED	EA	Included
4	809800-35114	V911 IRR SW SPT 5YR	EA	Included
4	61050-G819605-5Y	CommandPOST Hardware LAPTOP ZBOOK15 G6 W/O OS & WARR 5YR	EA	Included
4	04000-00441	WINDOWS 10 LTSC LIC	EA	Included
4	65000-00263	DOCK STATION THUNDERBOLT KIT	EA	Included
4	64021-10025	KYBD/MOUSE BNDL	EA	Included
4	65000-00249	CBL PATCH BLUE SNAGLESS 50FT	EA	Included
4	64007-50022	KEYPAD 24-KEY USB CBL 25FT	EA	Included
4	853004-00301	CPOST SAM HDWR KIT	EA	Included
4	853004-00401	SAM EXT SPKR KIT	EA	Included
4	65000-00124	CBL PATCH 15FT	EA	Included
8	833401-00101G-15	CBL SAM JKBX 15FT	EA	Included
4	809800-35109	V911 IWS CFG	EA	Included
4	809800-35108	V911 IWS STG FEE	EA	Included
1	870890-07501	CPR/SYSPREP MEDIA IMAGE <i>Note: Customer to provide Monitors.</i>	EA	Included
4	PA-MSG-ASSL	VESTA® Analytics Licensing & Support V-ANLYT STD PER SEAT LIC	EA	Included
4	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	EA	Included

Managed Services

Qty.	Part No.	Description	U/M	Equipment
		Monitoring, PM & AV Service: Workstations		
		<i>Note: Includes (4) Laptops (In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.).</i>		
4	04000-00399	M&R WKST AGENT LIC	EA	Included
4	809800-16381	M&R PM AV WKST SRVC 5YR	EA	Included



VESTA® Services

<i>Qty.</i>	<i>Part No.</i>	<i>Description</i>	<i>U/M</i>	<i>Equipment</i>
48	809800-17007	Field Engineering Services FIELD ENG-STANDARD	EA	Included

SECTION 7

PRICING SUMMARY FOR THE VESTA SYSTEM

Summary by Expense Category/Component - 5 YEAR		
<u>VESTA 911</u>		
Hardware/Software	\$	168,526.25
Implementation, Project Management and Training	\$	113,756.50
Software Support	\$	135,822.50
24x7 Onsite Maintenance	\$	135,000.00
Extended Warranties	\$	8,040.00
	Discount	\$ (51,523.00)
	Main Quote Subtotal	\$ 509,622.25
<u>Optional Items</u>		
CommandPOST	\$	67,976.00



SECTION 8

OPTIONAL COMMANDCENTRAL CLOUD SERVICES

8.1 COMMANDCENTRAL SMART TRANSCRIPTION SERVICE



8.2 OVERVIEW

- CommandCentral Smart Transcription is a cloud-based service that takes the 9-1-1 call audio and transcribes it real-time into a searchable transcript, making it available for live call monitoring to increase situational awareness across an entire agency. It preserves the transcript in long-term, secure storage for post-call analysis.
- Smart Transcription is offered as a subscription service and works on VESTA® 9-1-1, Release 7.2 and above.

8.3 TARGET MARKET

- Smart Transcription is part of the CommandCentral 9-1-1 portfolio of services available on a subscription basis to US- North America Public Safety emergency communications agencies.

8.4 VALUE PROPOSITION

- **Offers PSAPs the opportunity to experience cloud** while protecting their call handling investment. Call takers have a short learning curve since there are no changes on how they answer voice and text calls today on their VESTA 9-1-1 system.
- **Decreases the load** on the call takers' working memory by providing a visual reference and validation to missed words and phrases within the conversation.
- **Saves call takers' time** in multiple ways: immediate reference to details that support citizen understanding; quick search supports specific Quality Assurance/Quality Control related calls for monthly reviews; and integrated audio playback saves time usually spent searching external logging systems.
- **Provides anywhere, anytime monitoring** for supervisors, meaning they no longer have to be in the center to know what is happening minute by minute. They can monitor calls remotely.
- **Offers details for investigative purposes**, including post-incident details for patrol officers writing up reports, detectives searching for key vehicles, suspects and location history.

8.5 KEY FEATURES

Smart Transcription offers many features supplementing on premise solutions with cloud features and functionality including:

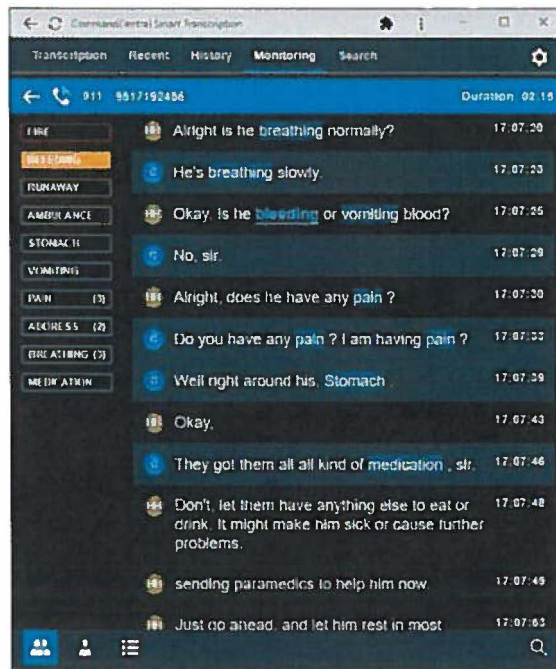
- Integrated real-time audio transcription from VESTA 9-1-1
- Real-time and post-call transcription
- Keywords and full text search capability
- Quick search and review historical transcripts
- Agent, console and call metadata provided
- No app download required on citizen device
- Security processes built into the service to reduce the risk of cyberattacks
- Ability for supervisors to monitor transcripts
- Transcripts stored, along with metadata, for investigations, case summaries or locating conversation patterns over time
- Short learning curve for call takers since there are no changes on how they answer voice and text calls today on their VESTA 9-1-1 system
- No impact to VESTA 9-1-1 call handling functionality

8.6 BENEFITS

- **Keywords:** It may not matter if someone says the word 'president'. But if the President is coming to town, and the word 'president' is in the transcript - all of a sudden, it could matter.

- **Real-Time Research:** When many calls come into the center about a specific event, like an active shooter, it gives the detective and investigator the ability to go back through the transcripts and gain useful information for their reports and overall investigation.
- **Monitoring:** During an incident, such as a robbery, a supervisor can monitor calls in real time from home and see the agent status of all call takers as well as the live transcript.

COMMANDCENTRAL 9-1-1 SMART TRANSCRIPTION USER INTERFACE



Left side of the screen displays keywords color-coded by priority and shows the number of times words are spoken within the transcript. Right side shows the real-time, live call transcription between caller (blue avatar) and call taker (gold avatar). The display also indicates the call is a 9-1-1 call in front of the call party's phone number.

8.7 COMMANDCENTRAL VAULT

- CommandCentral Vault is required if a customer is buying Smart Transcription.
- CommandCentral Vault is a cloud-based digital evidence management solution that intelligently organizes all of the metadata, transcripts, audio files, and more that your agency collects, making it easier to search, manage, analyze, and share.

- With CommandCentral Vault you can simplify content management processes for records staff, make case evidence more quickly available for review by detectives and then facilitate seamless sharing of it, chain of custody intact, with the prosecution, other partners and where appropriate, the community, to ensure justice is achieved.
- CommandCentral Vault can access content from any source via native integrations to our own portfolio, 3rd party system connectors or manual file uploading. This provides you with a single pane of glass to best leverage your digital evidence.

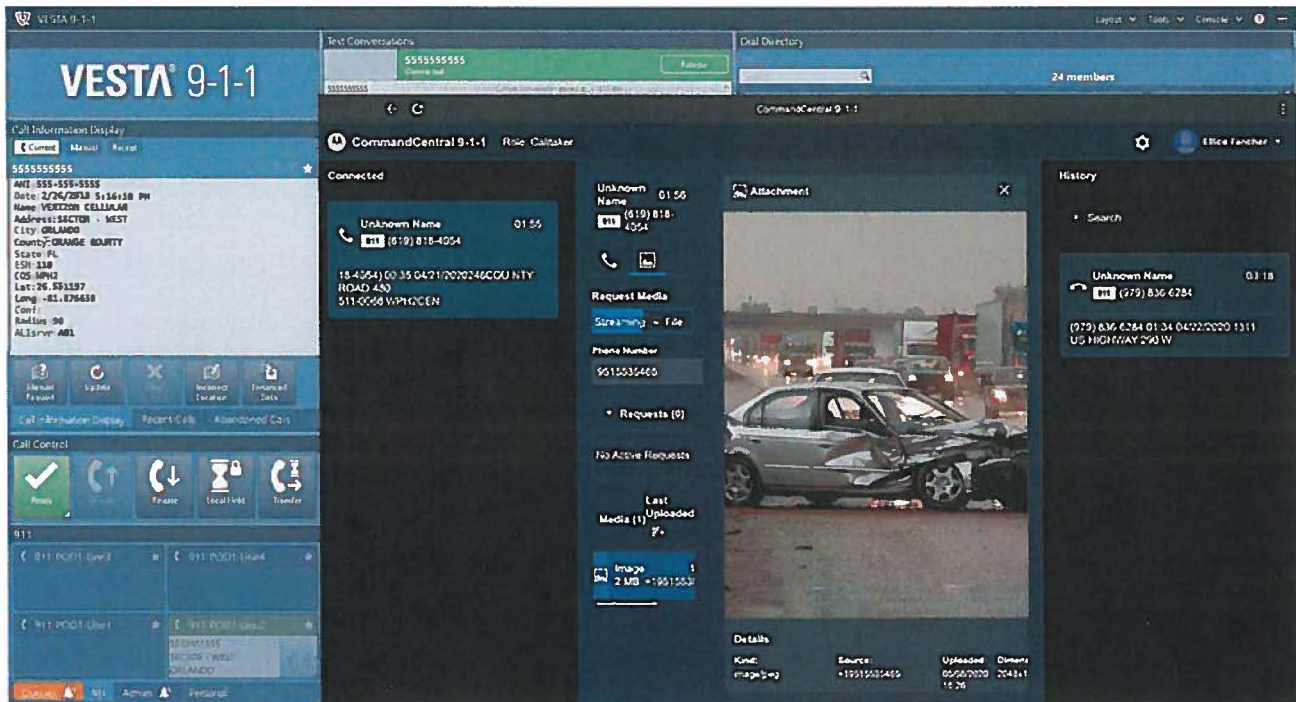


SECTION 9

COMMANDCENTRAL CITIZEN INPUT

9.1 CITIZEN INPUT

Citizen Input is part of the CommandCentral 9-1-1 portfolio of services available on a subscription basis to emergency communications agencies. Citizen Input provides VESTA 9-1-1 customers the opportunity to take steps towards realizing the benefits of NG9-1-1 content including streaming/recorded video and photo attachments. Offering PSAPs experience with cloud-based services in a flexible yet controlled environment, Citizen Input can be deployed with current CPE platforms extending capabilities with no impact to call handling functionality.



Citizen Input allows a citizen to send video, photographs and data to the PSAP enhancing operations and improving call handling efficiency. We know PSAPs are uncomfortable about allowing video and photographs into the PSAPs and we are addressing this concern with a controlled, permissions based approach where visuals are not accepted unless the PSAP authorizes submission.

9.2 KEY FEATURES

- Allows citizens to send video, photographs and data to the PSAP
- No app download required on citizen's device
- Provides a controlled, permission-based approach to managing visual content
- Stores visuals as part of the call detail history
- Content is approved by the PSAP before it can be submitted and viewed
- Once authorized, an SMS containing a URL is sent to the citizen's phone that placed the 9-1-1 call. The citizen uses the URL to send the video or photo to the PSAP
- Viewing can be stopped at any time and all content is captured permanent records; stored and strong evidence protection protocols are enforced.
- The visual content is linked to VESTA 9-1-1 call records for audit purposes and ease of tracking.

9.3 BENEFITS

- Integration with CPE that enables automatic application engagement and no changes to existing call handling functionality
- End to end reporting with CPE, access to media included on existing call detail records
- Best in class evidence storage and chain of custody protections

9.4 TARGET MARKET

- Citizen Input is part of the CommandCentral 9-1-1 portfolio of services available on a subscription basis to US- North America Public Safety emergency communications agencies.

9.5 COMMANDCENTRAL VAULT

- CommandCentral Vault is required if a customer is buying Citizen Input.
- CommandCentral Vault is a cloud-based digital evidence management solution that intelligently organizes all of the metadata, transcripts, audio files, and more that your agency collects, making it easier to search, manage, analyze, and share.
- With CommandCentral Vault you can simplify content management processes for records staff, make case evidence more quickly available for review by detectives and then facilitate seamless sharing of it, chain of custody intact, with the prosecution, other partners and where appropriate, the community, to ensure justice is achieved.
- CommandCentral Vault can access content from any source via native integrations to our own portfolio, 3rd party system connectors or manual file uploading. This provides you with a single pane of glass to best leverage your digital evidence.

9.6 SERVICE DETAILS

Citizen Input / Smart Transcription

Qty.	Part No.	Description	U/M	Equipment
		VESTA® 9-1-1 Citizen Input / Smart Transcription		
9	870890-50002	V911 CLOUD INTERFACE 1.0 - NO API	EA	Optional
9	873090-11301	V911 CITIZEN INPUT LIC	EA	Optional
9	873090-11302	V911 SMART TRANSCPT LIC	EA	Optional
9	809800-35275-1	V911 CI ST SUB SVC 5YR (yearly per pos)	EA	Optional
1	809800-00105	ADV DATA LVL 3 STD ANNUAL SUB (yearly < 22 PSAPs) <i>Note: Annual Subscription - Year 1</i>	EA	Optional
1	809800-00105	ADV DATA LVL 3 STD ANNUAL SUB (yearly < 22 PSAPs) <i>Note: Annual Subscription - Year 2</i>	EA	Optional
1	809800-00105	ADV DATA LVL 3 STD ANNUAL SUB (yearly < 22 PSAPs) <i>Note: Annual Subscription - Year 3</i>	EA	Optional
1	809800-00105	ADV DATA LVL 3 STD ANNUAL SUB (yearly < 22 PSAPs) <i>Note: Annual Subscription - Year 4</i>	EA	Optional
1	809800-00105	ADV DATA LVL 3 STD ANNUAL SUB (yearly < 22 PSAPs) <i>Note: Annual Subscription - Year 5</i>	EA	Optional
1	809800-16950	CI ST SML - NRC	EA	Optional
1	000001-06901	CI ST REMOTE TTT TRAINING <i>Citizen Input and Smart Transcription Remote Train-the-Trainer training includes 4 hours of remote consultation and training. for up to 8 students. Note: The subscription fees for Citizen Input & Smart Transcription include access to user training videos and access to the Quick Reference Cards (QRCs). These training services are optional.</i>	EA	Optional
1	000001-06902	CI ST ONSITE TTT TRAINING <i>Citizen Input and Smart Transcription Onsite Train-the-Trainer training includes 4 hours of onsite consultation and training for up to 8 students. Includes trainer's daily training expense and travel. Note: The subscription fees for Citizen Input & Smart Transcription include access to user training videos and access to the Quick Reference Cards (QRCs). These training services are optional.</i>	EA	Optional
1	SLD-INCENTIVE	STRATEGIC SALES INCENTIVE	EA	Optional

9.7 SUBSCRIPTION PRICING

Summary by Expense Category/Component - 5 YEAR

Optional Items

Next Generation VESTA 9-1-1

Use or disclosure of this proposal is subject to the restrictions on the cover page.



Motorola Solutions Confidential Restricted

CommandCentral Citizen Input 9-3

Optional Citizen Input / Smart Transcription

Citizen Input / Trans (Annual Re-Occuring (ARC))	\$	86,400.00
Citizen Input / Trans (Non Re-Occuring (NRC))	\$	8,437.50
Citizen Input / Trans Discount / Incentive	\$	(4,320.00)
<i>Incentive is only valid for orders received by Motorola Solutions before/on 10/31/2021. No exceptions will apply. Incentive will expire after 10/31/2021, regardless of whether the Quote Date is within the validity period.</i>		
CI/ST Quote Subtotal	\$	90,517.50
CI/ST Training (Remote)	\$	1,518.75
CI/ST Training (Onsite)	\$	3,375.00



SECTION 10

COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

**Communications System and Services Agreement
VESTA 911**

Motorola Solutions, Inc. ("Motorola") and Jefferson County, West Virginia ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A	Motorola Software License Agreement
Exhibit B	Payment
Exhibit C	Motorola Proposal dated March 17, 2021
Exhibit D	Subscription Service Addendum
Exhibit E	System Acceptance Certificate

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential

Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any

modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in Exhibit C.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in Exhibit C.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the

Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance

Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, System Upgrade Assurance (SUA), and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the

Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay

performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of West Virginia.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of West Virginia. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** To the extent allowed by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain

possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by

Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled

installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Jefferson County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Jefferson County, West Virginia ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses

governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of West Virginia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B
PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT C

Motorola Proposal dated March 17, 2021

EXHIBIT D

EQUIPMENT SALE ADDENDUM

This Addendum is to the Subscription Service Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit A Motorola "Software License Agreement"
Exhibit B Motorola "Proposal/Quote dated March 17, 2021" or "Payment Schedule", as applicable.

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2.1. "Product Price" means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

2.2. "Effective Date" means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

2.3. "Equipment" means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.

2.4. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8. "Products" mean the Equipment and Software sold by Motorola under this Addendum.

2.9. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.10. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

2.11. "Specifications" means the functionality and performance requirements that are described in the Exhibit C.

2.12 "Warranty Period" means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

3. SCOPE AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to "Subscription Services" in the Primary Agreement shall mean Product as applicable in this Addendum.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Addendum will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so,

identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **PRODUCT PRICE.** The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

7.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 8 INDEMNIFICATION

8.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by

the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Addendum, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Addendum.

8.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

8.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

8.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

8.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 10 are subject to and limited by the restrictions set forth in Section 9.

Section 9 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE,**

TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM. This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 10 GENERAL

10.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2 **MISCELLANEOUS.** This addendum may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

10.3 **AUTHORITY TO EXECUTE ADDENDUM.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this Addendum by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

EXHIBIT E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Steve Stolipher, Commissioner**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 1, 2021**

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

Subject (*Wording to be placed on agenda*): **Discuss Policies and Procedures concerning the conduct of public hearings and commission meetings - 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.](#)



Name: **Josh Compton, Commissioner**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 1, 2021**

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

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

Discuss waiving permit fees for new businesses in Jefferson County for a set period of time - 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: **Stephanie Grove, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 1, 2021**

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*):

- 1) MARC Train Funding
- 2) Extension of COVID-19 Employee Policies
- 3) Discussion of Funding allocated to Jefferson County in American Rescue Plan COVID Relief Bill
- 4) Sheriff Request to move Home Confinement Office to Saint Margaret's Second Floor
- 5) Review of Purchasing Policy
- 6) Ambulance Fee Collection Policy
- 7) Rt 340 Expansion Project – Broadband
- 8) Legislative Updates

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

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

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

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

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

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

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

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

NOTICE

Jefferson County Commission

Public Hearing

ATV Ordinance

The County Commission of Jefferson County will be holding a Public Hearing on Tuesday, April 6, 2021 at 6:00 p.m. via GoToWebinar. The purpose of the Public Hearing is to hear comments regarding repeal of the Jefferson County ATV Ordinance.

Anyone wishing to provide written or oral comment may do so at this hearing or send comments prior to the hearing to info@jeffersoncountywv.org.

***This meeting will NOT be a LIVE broadcast on our website. Instead, it will be accessible live through GoToWebinar. Invites will be posted on Facebook and email alerts.*

By Order of The County Commission of Jefferson County

Josh Compton, President

Please advertise Two (2) Times

March 24, 2021 &

March 31, 2021

**NOTICE OF PUBLIC HEARING
Monday, April 12, 2021 at 6:00 PM**

The Jefferson County Commission has scheduled a Public Hearing on the proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA19-03, to allow Solar Energy Facilities to process as a Principal Permitted Use in the following Zoning Districts: General Commercial, Highway Commercial, Light Industrial, Major Industrial, Rural, Residential Growth, Residential-Light Industrial-Commercial, and Industrial Commercial. The text amendment, in accordance with WV Code Chapter 8A and Article 12 of the Zoning Ordinance, proposes revisions to Article 2, Definitions; Article 8, Supplemental Use Regulations (creation of Section 8.20 Solar Energy Facilities); and Appendix C, Principal Permitted and Conditional Uses Table.

The County Commission may take action on the proposed amendment during the meeting, after public comments have been received. Oral or written comments can be provided during or prior to the hearing, **6:00 PM Monday, April 12, 2021**, which will be held virtually via GoTo Meeting. You may also submit written comments prior to the hearing to info@jeffersoncountywv.org or to PO Box 250, Charles Town, WV 25414.

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

By Order of the Jefferson County Commission
Josh Compton, President

Public Service Commission
Of West Virginia

201 Brooks Street, P. O. Box 812
Charleston, WV 25323



Phone: (304) 340-0300
FAX: (304) 340-0325

March 9, 2021

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

SUBJECT: Disbursement of Wireless E-911 Subscriber Fees

Dear County Commissioner:

A check in the amount of \$323,481.11 representing a disbursement of Wireless E-911 subscriber fees **will be mailed directly from the West Virginia State Auditor's Office.** This amount is your County's share of the fees remitted to the Public Service Commission for the months of December 2020, January and February 2021. The next disbursement will be in three months.

I can be reached at our toll-free number, 1-800-344-5113, Extension 364, or direct at 304-340-0364, should you have any questions about the disbursement calculation or about the fees in general.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra Mitchell".

Sandra Mitchell
Budget & Finance Manager

SM:lr

Jessica Carroll

From: Gilbert N Garcia <gilnarrogarcia@comcast.net>
Sent: Thursday, March 25, 2021 4:47 PM
To: JCCInfo
Subject: Comments on Solar Farm Proposal

The fact that WV remains wedded to fossil coal is not surprising. But, it is also a regressive position and counter to the need to produce energy in the 21st Century that is clean and sustainable. (Name an entity that is more sustainable than the sun?!)

I've read the local concerns. They are not supported by the evidence. Fundamentally, they reflect narrow and selfish perspectives and a lack of vision for the country, the State, and to Jefferson County. Vote **YES** and vote in a transparent manner; not in secret like the Commissioners are want to do.

Sincerely,

Gil N Garcia
881 Elk Run Estates Dr.
Harpers Ferry, WV

Public Comment for Jefferson County Commission meeting March 18, 2021

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

It is time to reopen the meetings to the public comment or stop making decisions that affect the resident/taxpayer of this county. Such as appointments, purchases, projects: new and old, permits, studies or any non-essential approvals and/or actions. *The Governor said it's okay to re-open!*

It appears the JCC and Jefferson County Administrator have yet release the FIOA of the 12 proposals/bids connected to the proposed Courthouse complex.

It appears the JCC has failed to sit properly, for the approval of minutes, since March 17, 2020. If the JCC was not sitting properly, to approve the minutes, then the Commission was not proper to hold a meeting.

PUBLIC COMMENT:

I, David Tabb, have been extremely busy assisting my wife due to her, almost two years of being totally disable from an auto accident, that no one wants to pay for.

It's noticeable that the JCC is running behind as well. It appears the February 18, 2021 County Commission meeting will not be approved until today. What is most interesting is the motion to support the Constitution of the United States and West Virginia's second amendment. I guess this means, we can keep our guns, but the County and State will continue to steal the taxpayer's money/property. At what point will the JCC, Jeff Co., Prosecuting Attorney's Office, the 23rd Judicial Circuit Court and the West Virginia Supreme Court, uphold the Constitution and the West Virginia 4th Amendment of due process? I filed notice of appeal on case# CC-19-2019-P-69, so you can add this back to Cochran's agenda! Hopefully, we will encourage the government as a whole to support and uphold the Constitution. That's right, the Constitution is to only be upheld on individuals, not by the Government. I can file complaints, petitions, appeals, and briefs any place in the world, except Jefferson County, WV, because the JCC in the attempt to stop a resident taxpayer from challenging the Government, is violating my Constitutional right. You haven't stopped me yet!

AGENDA 2 – Michelle Gordon, Finance Director

Review and Approval on the FY2021-2022 Draft Budget (Levy Estimate)

The assessment calculation, by the Assessor, of all classes is \$3,922,372,441; with an estimated taxable amount \$104,802,438, this does not include the additional \$30 plus million the school board is going to get. I told everyone after the 2020 election that your property taxes were going to double, well, the reality is: it's probably going to be more. (Let's review the campaign literature!).

Revisions to Policy 304 P-Card Procedures

There is 67 pages related to this agenda item. There is more red ink than original ink. I hope that all the Commissioners read the entire policy and procedures before adopting the proposed revision and/or policy. The resident/taxpayers don't trust you, so, you shouldn't trust the State.

This packet also included the salary statement of elected officials for FY2021-2022. The next time you go in to pay for your ambulance fee, ask for a copy, along with the "rainy day" fund for 1,530,288 million. Both are a good read.

AGENDA 11 – NEW BUSINESS – OVERVIEW SOLAR ENERGY REVISIONS

This item has some 15 pages with more red ink than original ink. At what point will the public get to review the final revision before adopting this major change of policy; being pushed through during a pandemic that restricts the attendance to make their concerns public.

AGENDA 12 – NEW BUSINESS – ATV (Set date and time for public hearings for repeal)

Within the agenda packet, the only ordinance is the County’s (17th day of June 2004). So, where is the existing state law document? Opps, it’s not there!

AGENDA 13 – NEW BUSINESS – Approval of participation in the Eastern Panhandle HOME Consortium for 2021-2022

The agenda packet is incomplete and it appears there is a conflict between the Consortium funding beginning Feb 1, 2021 with a July 2021 to June 30, 2022 resolution. So, what are you approving? Is this for one year or three year? And how much is available? And who is in charge to make sure the people, in need, know and/or receive funding?

AGENDA 14 – NEW BUSINESS – Adjourn, Correspondence/Information

Impact Fees – This report contains 4 pages of information that appears to be using creative math. Table #7 Total Impact Fees as of March 1, 2021/1

The general amount:	\$134,184.74	
school impact account:	\$6,784,363.72	
Law enforcement:	\$181,608.94	
Park & recs:	\$399,879.01	
EMS	<u>\$7,427.23</u>	
		Totaling \$7,507,463.64 (This amount does not include the new proposed increase of impact fees)

So, where is the money for the fire companies? They are a required funding (responsibility); Parks and Recs are NOT.

Where is the response for the following Capital Improvement? (Submitted the 4th of February, 2021).

Capital Improvement - Annual and 5-year project request and justification - Within the packet it appears that the Parks and Recs have submitted some 15 pages of requests that exceeds over \$5M dollars. Where has this information been posted, other than your agenda package, for the public to be informed? Once again, the transparency of county funding for projects, (Parks and Recs) that is not required by law, to then ignore the needs of a required funding of the local volunteer fire companies, that are being sacrificed.

“The public reserves the right to call out the public officials to follow the required laws to ensure the constitutional rights of the public. The government’s order to “stay at home” deprived the public of notice and comments without reimbursement provisions. This is affecting every resident and business owner to be responsible for all loses, including the government.”

It is hard to be safe, with the current County Commission.

Have a nice day!