

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
<input type="text" value="2021"/>	<input type="text" value="21043"/>	<input type="text" value="03/15/2021"/>	<input type="text" value="(N) NORMAL"/>
Department*	<input type="text" value="(425) OTHER BUILDINGS"/> ... View		
Commodity	<input type="text"/> ... View		
Description	<input type="text" value="MATERIALS/LABOR TO REPLACE CONDENSOR COIL"/>		
Buyer	<input type="text"/> ...		
		Needed by	<input type="text"/>
		PO Expiration	<input type="text"/>

- 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

Notifications (1) Save Cancel



Requisitions

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- Duplicate
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- 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
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- 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
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- 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:

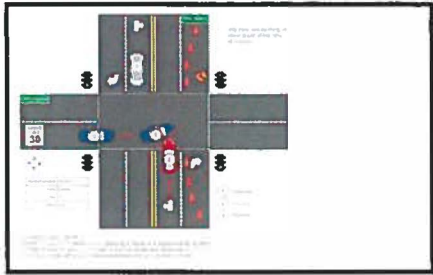
FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

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;

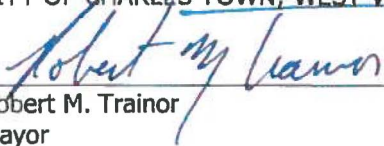
NOW, THEREFORE, this Certificate certifies that: (i) the representations set forth herein are true and accurate to the best knowledge, information, and belief of the City; (ii) all of the applicable requirements of Code Sections 8-6-3, 8-6-4, and 8-6-4a have been met with regard to the Petition; (iii) 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

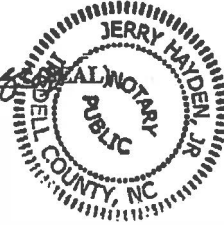
Under penalties of fine and imprisonment, as provided by law, the undersigned hereby declare that the total consideration paid for the real estate conveyed by the document to which this declaration is appended was \$199,900.00.

WITNESS the following signatures and seals.

Mary R. Kline (SEAL)
Mary R. Kline

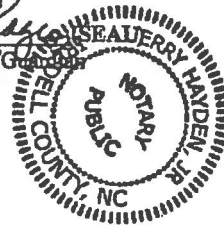
Sarah Kline Rogers
Sarah Kline Rogers

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

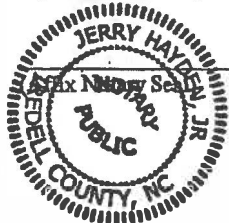


STATE OF North Carolina
COUNTY OF Reddell, to wit:

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)

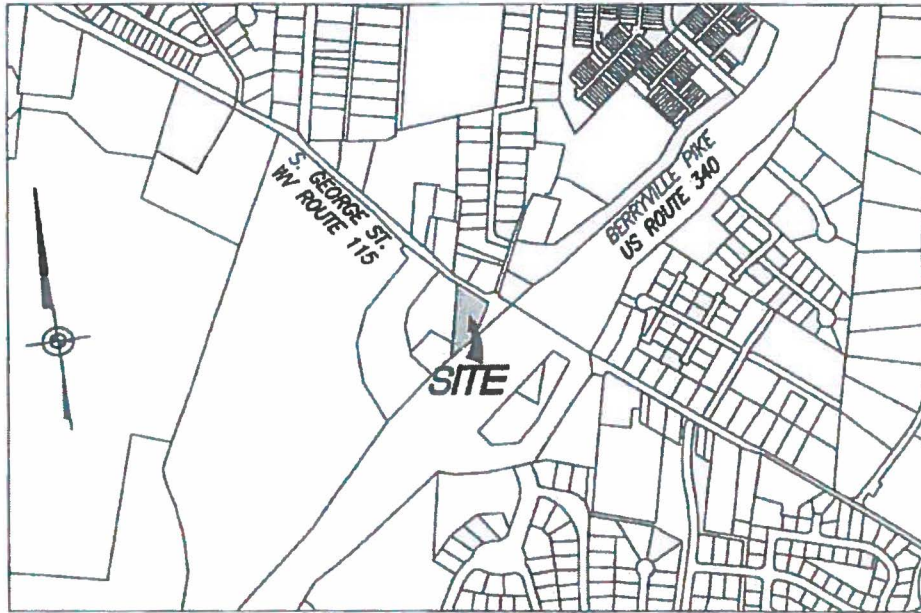
Sarah Klise Ragus Date *9/16/20*

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:

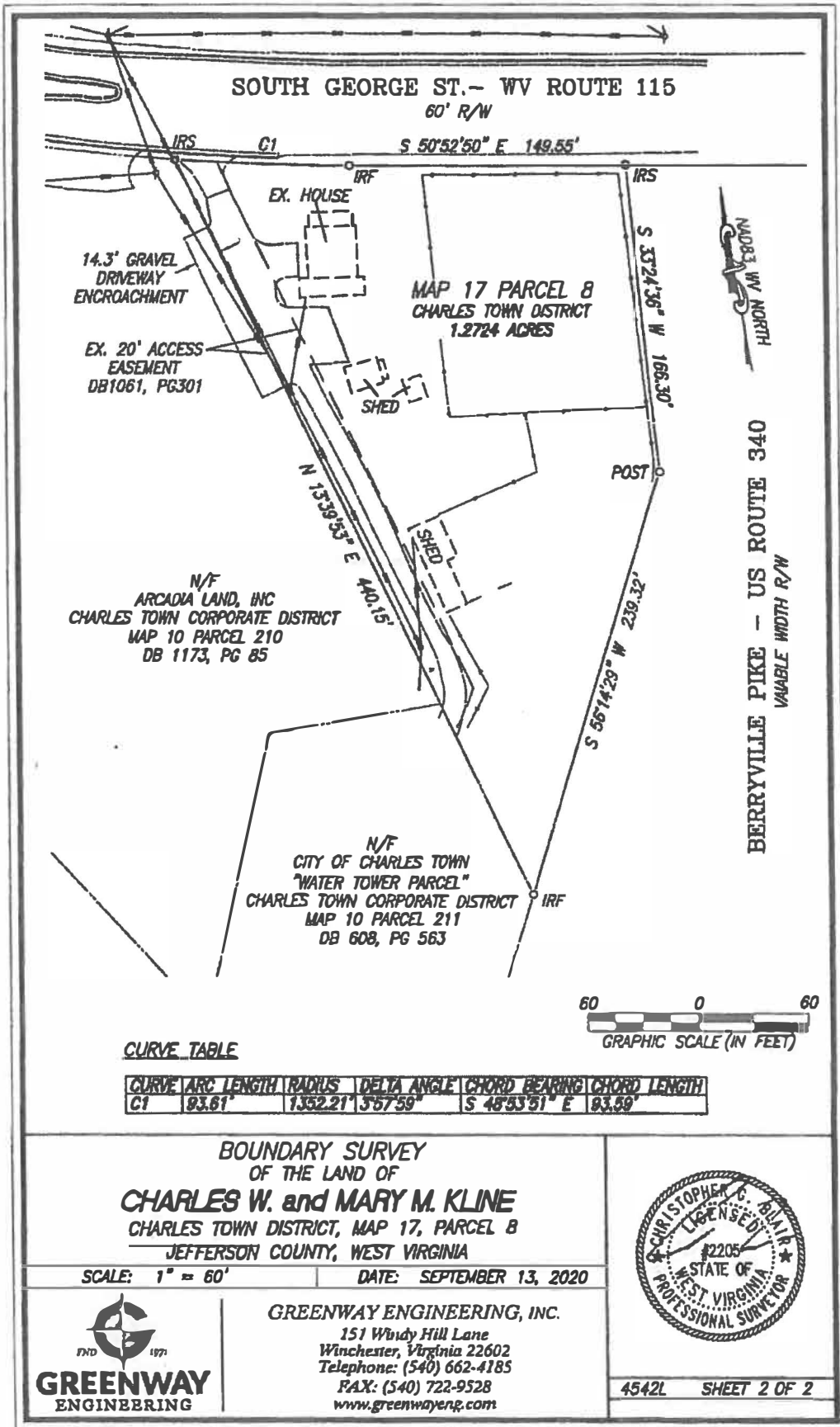
I, CHRISTOPHER G. BLAIR A DULY LICENSED LAND SURVEYOR IN THE STATE OF WEST VIRGINIA, DO HEREBY CERTIFY THAT THIS SURVEY IS BASED UPON A CURRENT FIELD SURVEY MADE UNDER MY SUPERVISION AND THIS PLAT IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(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 (NHHHC) 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

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

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

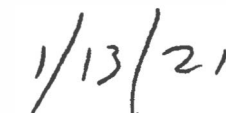
This furniture order is non-refundable and not returnable. Damaged or defective furniture will be repaired or replaced at no charge to the customer.

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>

JEFFERSON COUNTY COMMISSION

West Virginia

Solar Facilities

Decommissioning Bond & Surety Policy

(Effective ????? 2021)

1. Solar Facilities Decommissioning Bond & Bond Surety:

The Property Owner/Developer of a solar facility shall provide a decommissioning bond as a guarantee that the solar facility, upon ceasing operation, and all its appurtenances, shall be fully removed from the site and the site restored to its original condition. All work shall be in accordance with the solar facility decommissioning plan. The decommissioning bond shall be secured with a form of surety acceptable to the County Commission.

2. Decommissioning Plan & Guidelines:

In accordance with Article 8, Section 8.20, B, 5.b.i, of the Zoning Ordinance, 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 pre-development condition shall be documented in accordance with the decommissioning plan requirements.

The solar facility decommissioning plan shall be developed and certified (signed, dated and sealed) by a West Virginia licensed professional engineer. Generally, the decommissioning plan shall outline the removal and proper disposal of all components of the Solar Energy Facility as well as restoration of the property to original condition.

At a minimum, the decommissioning plan shall include the following:

- Description of the Project:** A narrative describing the project including the existing characteristics and use of the site, existing ground cover, size of the site, magnitude of site grading proposed, existing structures, proposed facilities and appurtenances, size/amount of proposed solar panels, lifespan of the facility, the developer name and contact information, property owner(s) names and contact information, and the name and contact information of the utility/organization

purchasing the electricity. Description of any offsite work required as part of the facility. Also, any existing easements or rights-of-way on the site.

- **Map of the Facility.** This map shall include topography and show where the facility components are placed as well as differentiate between features that will be decommissioned and features that will remain. This map shall be of sufficient quality to demonstrate that the decommissioning bond calculation has considered all factors.

The map shall also show the boundary of all tax map parcels included in the project. The tax district, tax map number, parcel number(s) and owner name(s) and mailing address shall be shown. The map shall also show all adjoining parcel's tax district, tax map numbers, parcel numbers and owner's names. The map shall show all existing easements and rights-of-way on the property. All adjacent roads and all streams within or adjacent to the project shall be shown and labeled. A location map shall also be provided.

- **A Description & Schedule** outlining the process, tasks and sequence by which the facility shall be decommissioned in accordance with all Federal, State and Local laws; and a proposed decommissioning schedule and/or timeline for total removal of the facility/equipment at the end of the lease and/or when operations and production of electricity ceases.

- **Site Restoration Plan** that shall restore the site to its predevelopment original condition. The Restoration Plan shall include, at a minimum:

- Pictures, aerial maps and written description, etc, of the site documenting the pre-development conditions of the site.
- Soil stabilization and re-vegetation of the ground cover. Quick growing, native species shall be planted;
- Erosion and sediment control measures shall be installed and left in place until the ground cover is fully re-established;
- Removal and grading of all access roads to pre-construction condition or natural grade as appropriate; and
- Repair and reconstruction from damage to public roads, culverts, and natural drainage ways resulting directly from operation of or decommissioning the facility.
- Include a requirement for mitigation of any hazardous materials, from the solar facility, that may have entered the soils, in accordance with all Federal, State and Local laws and ordinances.

- **Outline of Solar Facility Equipment & Appurtenances to be Removed.** Unless the landowner agreements provide for specific items to remain on site for the benefit of the property owner after the solar facility ceases operations, the decommissioning shall include, at a minimum:
 - Dismantling and removal of all overhead electrical transmission lines and structures, transformers, buildings, and all other ancillary equipment and debris from operation of the facility that is not associated with interconnecting the facility to the grid.
 - Removal of all underground cables and pipelines to a depth of 24 inches, or deeper if necessary for the post operation land use.
 - Removal of solar foundations and other concrete foundations and/or concrete slabs to a minimum depth of 36 inches below natural grade, or an alternative depth, as approved by the Chief County Engineer, if deemed acceptable for the post operation land use.

- **Estimate of Decommissioning Costs.**
 - A detailed estimate of the total costs of decommissioning the facility, with supporting calculations. The estimate shall be made without any reduction for future salvage value. The “Present Value” estimate shall be projected forward 5 years to a “Future Value”, using time value of money methodology. The purpose is to show the amount of funding required today to pay the cost of decommissioning the site 5 years in the future.
 - The Future Value (FV) calculation shall use the prevailing inflation rate. All factors and assumptions used in the FV calculation shall be shown. This cost estimate shall be recalculated every five (5) years and the surety shall be updated in kind.
 - The decommissioning cost shall include all the materials, equipment and labor costs for dismantling, loading, storage and transportation of all the solar facility buildings, equipment and materials to be recycled or disposed of in a legal manner. The decommissioning cost shall also include all materials, labor and equipment required to restore the site to its predevelopment condition, in accordance with the site restoration plan. The decommissioning cost shall also include the cost of all Federal, State or Local permits and approvals that may be required.

Below is a list of typical decommissioning tasks that are to be performed:

- Remove Rack Wiring
 - Remove Cable
 - Remove Panels
 - Dismantle Racks
 - Remove and Load Racks plus Trucking
 - Remove Electrical Equipment plus Trucking
 - Breakup and Remove Concrete Pads and Ballasts
 - Remove Power Poles
 - Remove Fencing plus Trucking
 - Grading
 - Seed Disturbed Areas
 - Additional Trucking Costs (Panels, Concrete, etc.) plus Fuel
- Estimate of Current Salvage Value** shall be provided by an evaluator with demonstrated knowledge and experience in calculating such values, and who is not an employee of the Owner/Developer.
- The estimate shall be detailed and itemized as to which materials and equipment are proposed for recycling, reuse or disposal.
 - The estimate of salvage value shall include the name, address and phone number of all recycling or waste facilities proposed for recycling and/or disposal of all materials and equipment.
- Estimate of Land Owner's Costs**
- Provide a detailed estimate of any decommissioning expenses that are the responsibility of the Land Owner, which are not included in the Estimate of Decommissioning Costs.
- Copy of Agreement(s)**
- Provide copies of all signed agreements, between the landowner and the developer of the solar facility, which provide for alternative reclamation or non-removal of buildings, equipment, electrical components, cabling, roads, or any other associated solar facility appurtenances, upon ceasing of operations.
 - Proprietary information in these agreements may be redacted, as deemed necessary.

- **Statement of Certification.** The following statement shall be included with the decommissioning plan, and shall be signed, dated and sealed by a West Virginia registered professional engineer with demonstrated experience and knowledge of solar facilities:

“The pre-development site conditions are as documented in this plan. The estimated cost for decommissioning the site reflects true market costs at the project location at the time of the estimate. The decommissioning cost estimate does not include any discount for salvage value.

The decommissioning plan reflects all the work necessary to decommission the solar facility site.”

3. Bonding Arrangements & Bond Surety Amount:

- A. Decommissioning bond arrangements shall only be made after Planning Commission approval of a project.
- B. After the Chief County Engineer approves the decommissioning bond estimate amount, the Property Owner/Developer shall submit the bond surety in the required amount to the Bonding Administrator. The Bonding Administrator will then prepare the solar facility decommissioning bond documents (See Appendix A).

Upon notification by the Bonding Administrator that the solar facility decommissioning bond agreement and bond surety documents are in order and in accordance with this Solar Facilities Decommissioning Bond & Surety Policy, the County Commission president or County Administrator may affix their signature to the bond; this will constitute acceptance by the County Commission of Jefferson County. All such action shall be reported to the County Commission as an agenda information item at their next meeting.

The decommissioning bond agreement and bond surety shall be in place prior to issuance of building permits for the project.

4. Length of Decommissioning Bonds:

Every five years from the effective date of the bonding agreement - or sooner if requested in writing by the Chief County Engineer - the Property Owner/Developer shall provide an updated decommissioning plan and cost estimate. The cost estimate shall use prevailing market costs at that time. The responsibility is upon the Property Owner/Developer to submit the updated decommissioning plan and estimate ninety (90) calendar days prior to the due date, to the Chief County Engineer for review and approval.

Upon approval of the updated decommissioning plan and cost estimate, by the Chief County Engineer, the Property Owner/Developer shall provide a new surety in the required amount.

Failure to provide the updated decommissioning plan and cost estimate ninety (90) calendar days prior to the due date, and/or provide the renewed surety ninety (90) calendar days prior to expiration of the current surety, shall constitute a default on the bonding agreement and forfeiture of the bond surety.

5. Approved Forms of Bond Surety:

A. Acceptable forms of bond surety are limited as follows:

1. Irrevocable Letter-of-Credit (see Appendix B) from any FDIC-insured bank or lending institution within 150 miles of Charles Town, West Virginia; or
2. Cash-in-Escrow (see Appendix B) that is escrowed at any FDIC-insured bank or lending institution within 150 miles of Charles Town, West Virginia; or
3. Performance / Surety Bond (see Appendix B) from an acceptable surety bond provider; shall be allowed for projects with estimated decommissioning cost equal to or greater than \$50,000.

B. Surety documents shall be formatted as required by this policy unless other format is approved by the County Administrator or the County Commission in writing.

6. Renewal of Bond Surety:

A. Irrevocable Letters-of-Credit:

The Property Owner/Developer, or surety provider, shall renew any letter of credit surety before it expires and provide evidence of renewal to the Bonding Administrator a minimum of ninety (90) calendar days prior to the surety's expiration date. It shall be the Owner/Developer's responsibility to monitor the expiration date and renew the letter of credit surety as required.

If within ninety (90) days in advance of the Termination Date, the County Commission has not been provided with a letter of credit in the place and stead of the Letter of Credit under the provisions of the Agreement, the County Commission of Jefferson County, West Virginia, may draw an amount equal to the Future Value of the decommissioning costs set forth in the current Decommissioning Plan, without reduction for Salvage Value, in an amount not to exceed one-hundred percent (100%) of the amount of the Letter of Credit.

B. Cash-in-Escrow:

Surety in the form of cash-in-escrow will not have an expiration date and shall run for the duration of the decommissioning bond/project; but shall be subject to an increase in amount with each updated decommissioning plan and cost estimate.

C. Surety / Performance Bonds:

Surety in the form of a surety / performance bond shall be in effect for a minimum of five (5) years and shall automatically renew for additional minimum terms of five (5) years, unless, and until, the surety provider shall give ninety (90) calendar days prior written notice by certified mail, return receipt requested, to:

Bonding Administrator
Jefferson County Engineering Department
116 East Washington Street, Suite 100
Charles Town, WV 25414

...of its intent to terminate the surety bond at the expiration of the ninety (90) day period.

If within ninety (90) days in advance of the Termination Date, the County Commission has not been provided with a performance bond in the place and stead of the Performance Bond under the provisions of the Agreement, the County Commission of Jefferson County, West Virginia, may draw an amount equal to the Future Value of the decommissioning costs set forth in the current Decommissioning Plan, without reduction for Salvage Value, in an amount not to exceed one-hundred percent (100%) of the Performance Bond.

9. Default by the Property Owner or Developer:

In accordance with Section 8.20 of the Zoning Ordinance, failure of the Lessee, Property Owner and/or Developer to meet and/or comply with an approved solar facility decommissioning plan may result in the County pursuing legal action pursuant to Article 3, Section 3.3 of the Zoning Ordinance, including legal action to have the Solar Energy Facility, or portions thereof as applicable, removed at the Property Owner's expense. The County may seek to recover its costs, legal fees, and legal expenses incurred to have the facility decommissioned in compliance with the approved solar facility decommissioning plan.

The Property Owner/Developer shall begin decommissioning of the solar facility site within ninety (90) calendar days of termination of the land lease agreement, or upon ceasing operations and/or the production of electricity, whichever shall occur first. All work required to decommission the solar facility site shall be completed within one-hundred and eighty (180) calendar days. Time is of the essence and failure to begin decommissioning of the site, and/or finishing the work within the required time limits, shall constitute a default under the bonding agreement.

In the event the Property Owner/Developer defaults on their obligation to begin and/or complete the required decommissioning work, the County Commission may "call-in" the bond and use the surety funds to decommission the site. All costs incurred by the County shall be recoverable and shall be valid charges against the surety. This includes, but is not limited to, all materials, equipment and labor costs, construction/demolition costs, administrative costs, engineering and construction management fees, legal fees, and insurance; and shall include costs incurred for both in-house and/or contracted services.

The County's financial obligation, with regard to decommissioning the site, shall be limited to the amount of the surety funds available. The County shall not be obligated to fund any portion of the cost to decommission a solar facility

even if there are insufficient surety funds. The Property Owner and Developer shall assume all liability for all the costs.

The county commission shall have the right to place a lien on the property for any decommissioning expenses not recouped from the surety funds by them; and/or to take legal action under the laws of West Virginia to recoup any costs from the Property Owner. The laws of the State of West Virginia shall take precedent and shall apply to all matters under the agreement.

10. Indemnification:

The Property Owner and Developer shall be required to indemnify, defend and hold harmless the Jefferson County Commission and its officers, directors, employees and/or agents from any action against them arising out of this Agreement and/or the decommissioning of the solar facility, including by a third-party. The Property Owner and Developer shall bear all reasonable costs for legal defense against such actions.

The Property Owner and Developer, or their agent, acknowledges receipt of the Jefferson County Solar Facilities – Decommissioning Bond & Surety Policy.

(Solar Facility Developer)

(print name)

(title)

(company/organization name)

(mailing address)

(city) *(state)* *(zip code)*

Solar Facility Developer Signature: _____ Date: _____

(Property Owner(s))

(print name #1)

(print name #2)

(company/organization name)

(mailing address)

(city) *(state)* *(zip code)*

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Appendix A

Decommissioning Bond Agreement Forms

Form No.	Type	Surety Type	Project Type
A-1	Bond Agreement	Irrevocable Letter of Credit	Solar Facility Decommissioning
A-2	Bond Agreement	Cash-in-Escrow	Solar Facility Decommissioning
A-3	Bond Agreement	Surety / Performance Bond	Solar Facility Decommissioning

Form A-1

**AGREEMENT
SOLAR FACILITY DECOMMISSIONING BOND
(IRREVOCABLE LETTER-OF-CREDIT)**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Property Owner/Developer Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF JEFFERSON COUNTY, a West Virginia public corporation with control and supervisory functions over the Jefferson County Planning Commission, in the penal sum of

\$ _____ *(Dollar amount in figures)*

_____ *(Dollar amount in words),*

for the complete decommissioning of the solar facility and associated appurtenances in accordance with the decommissioning plan, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County Planning Commission has approved and consented to the issuance of Improvement Location Permit(s) for property located on (describe location of property, lot no., route no., street name, etc.), which is to consist of (generally describe the solar facility project), with associated solar facility site improvements and appurtenances thereto, on (# of acres), more or less; and whereas the improvements allowed to be made on such project, as allowed by the Jefferson County Improvement Location Permit Ordinance, have not yet been made, which improvements are detailed in Planning Commission File No. (JCPC file no.)

NOW THEREFORE, if (Property Owner/Developer Name), the Property Owner and Developer shall well and truly complete the full decommissioning of the solar facility, in accordance with the decommissioning plan in the above noted JCPC file, which is hereby made a part of this agreement, upon the termination of the land lease agreement, or the ceasing of operations and/or the production of electricity, or by the bond expiration date (bond expiration date), whichever shall come first, and pay all costs attendant thereto, and all done in compliance with all county, state and federal

laws and ordinances, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. Release of Bond:

The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. The County Commission of Jefferson County shall not consent to any satisfaction under provision 1 above until being first provided with a written statement from the County Engineer certifying that the required decommissioning of the solar facility has been satisfactorily completed in accordance with the decommissioning plan. The Property Owner/Developer shall provide to the County Engineer, upon request, documentation demonstrating the site is decommissioned in accordance with the decommissioning plan on record.

Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provision 1 above, until the Maker has paid the County Commission of Jefferson County all fees for the processing of each bond release request, the review of documentation, and for each site inspection performed by the County Engineer to verify the requirements are met.

B. Bond Surety:

The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the _____ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Engineering, Planning & Zoning. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

1. The Irrevocable Letter-of-Credit in the amount of \$ _____ shall be attached to this Decommissioning Bond Agreement and made a part hereof; and
2. The irrevocable letter of credit shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
3. An irrevocable letter-of-credit shall remain in full force and effect as security for this Bond until such time as this Bond is released.

The Property Owner/Developer, or surety provider, shall renew any letter of credit surety before it expires and provide evidence of renewal to the Bonding Administrator a minimum of ninety (90) calendar days prior to the surety's expiration date. It shall be the Owner/Developer's responsibility to monitor the expiration date and renew the letter of credit surety as required.

If within ninety (90) days in advance of the Termination Date, the County Commission has not been provided with a letter of credit in the place and stead of the Letter of Credit under the provisions of the Agreement, the County Commission of Jefferson County, West Virginia, may draw an amount equal to the Future Value of the decommissioning costs set forth in the current Decommissioning Plan, without reduction

for Salvage Value, in an amount not to exceed one-hundred percent (100%) of the amount of the Letter of Credit.

EXPIRATION DATES FOR ALL LETTERS-OF-CREDIT SHALL BE EITHER JANUARY 15TH OR JULY 15TH OF A GIVEN YEAR.

4. Signed draft requests against the irrevocable letter-of-credit will be made by the Jefferson County Commission (beneficiary) for one or both of the two following reasons:
 - A. Failure on the part of (Applicant/Developer Name & Solar Facility Name), to complete the full decommissioning of the solar facility according to the terms of this bond.
 - B. Failure on the part of (Applicant/Developer Name & Solar Facility Name), to renew the irrevocable letter-of-credit ninety (90) calendar days prior to the expiration date.
5. Drafts made against the irrevocable letter-of-credit, for reason 4A above, by the Jefferson County Commission, will be used exclusively for the purpose of decommissioning the solar facility herein required.
6. Drafts made against the irrevocable letter-of-credit, for reason 4B above, will be escrowed with a local bank or savings and loan association by the Jefferson County Commission and will be held, during the life of this bond to guarantee the decommissioning of the solar facility herein required.

C. Length of Decommissioning Bonds:

Every five years from the effective date of this Agreement - or sooner if requested in writing by the Chief County Engineer - the Property

Owner/Developer shall provide an updated decommissioning plan and cost

estimate. The cost estimate shall use prevailing market costs at that time. The responsibility is upon the Property Owner/Developer to submit the updated decommissioning plan and cost estimate ninety (90) calendar days prior to the due date, to the Chief County Engineer for review and approval.

Upon approval of the updated decommissioning plan and cost estimate, by the Chief County Engineer, the Property Owner/Developer shall provide a new surety in the required amount. Failure to provide the updated decommissioning plan and cost estimate ninety (90) days prior to the due date, and/or provide the renewed surety ninety (90) days prior to expiration of the current surety, shall constitute a default on the bonding agreement and forfeiture of the bond surety.

D. Default by the Property Owner and/or Developer:

In accordance with Section 8.20 of the Zoning Ordinance, “failure of the Lessee or Property Owner to meet and/or comply with an approved Decommissioning Plan may result in the County pursuing legal action pursuant to Article 3, Section 3.3 of the Zoning Ordinance, including legal action to have the Solar Energy Facility, or portions thereof as applicable, removed at the Property Owner’s expense. The County may seek to recover its costs, legal fees, and legal expenses incurred to have the facility decommissioned in compliance with the Solar Decommissioning Plan”.

The Property Owner/Developer shall begin decommissioning of the solar facility site within 90 calendar days of termination of the land lease agreement, or upon ceasing operations and/or the production of electricity, whichever shall occur first. All work required to decommission the solar facility site shall be completed within 180 calendar days. Time is of the essence and failure to begin decommissioning of the site, and/or finishing the work within the required time limits, shall constitute a default under the bonding agreement.

In the event the Property Owner/Developer defaults on this agreement and/or their obligation to begin and/or complete the required decommissioning work, the County Commission may “call-in” the bond and use the surety funds to decommission the site. All costs incurred by the County shall be recoverable and shall be considered valid and justified charges against the surety. This includes, but is not limited to, material, labor and equipment costs, construction/demolition costs, administrative costs, engineering and construction management fees, legal fees, and insurance costs; and includes costs incurred for both in-house and/or contracted services.

The County’s financial obligation, with regard to decommissioning the site, shall be limited to the amount of the surety funds made available. The County shall not be obligated to fund any portion of the cost to decommission a solar facility, even if there are insufficient surety funds. The Property Owner and Developer assume all liability for the costs.

The county commission shall have the right to place a lien on the property for any decommissioning expenses not recouped by them from the surety funds; and/or take legal action under the laws of West Virginia to recoup any costs from the Property Owner. The laws of the State of West Virginia shall take precedent and shall apply to all matters under this agreement.

E. Indemnification:

The Property Owner and Developer shall be required to indemnify, defend and hold harmless the Jefferson County Commission and its officers, directors, employees and/or agents from any action against them arising out of this Agreement and/or the decommissioning of the solar facility, including by a third-party. The Property Owner and Developer shall bear all reasonable costs for legal defense against such actions.

F. Severability:

Any provision or part of the Agreement documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Property Owner and Developer, who agree that the Agreement documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

The Agreement shall supersede all prior or contemporaneous negotiations, commitments, agreements, writings or policy with respect to the subject matter hereof.

G. Successors and Assigns:

The Property Owner and Developer each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

(Remainder of Page Intentionally Left Blank)

This AGREEMENT shall be effective (month, date & year), witness the following signatures and seals:

WITNESS:

(Applicant/Developer Name)

(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

(Property Owner Name)

(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

COUNTY COMMISSION OF JEFFERSON COUNTY,
WEST VIRGINIA

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Form A-2

**AGREEMENT
SOLAR FACILITY DECOMMISSIONING BOND
(CASH-IN-ESCROW)**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Property Owner/Developer Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF JEFFERSON COUNTY, a West Virginia public corporation with control and supervisory functions over the Jefferson County Planning Commission, in the penal sum of

\$ _____ *(Dollar amount in figures)*

_____ *(Dollar amount in words)*,

for the complete decommissioning of the solar facility and associated appurtenances, in accordance with the decommissioning plan, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County Planning Commission has approved and consented to the issuance of Improvement Location Permit(s) for property located on (describe location of property, lot no., route no., street name, etc.), which is to consist of (generally describe the solar facility project), with associated solar facility site improvements and appurtenances thereto, on (# of acres), more or less; and whereas the improvements required to be made on such project, as allowed by the Jefferson County Improvement Location Permit Ordinance, have not yet been made, which improvements are detailed in Planning Commission File No. (JCPC file no.)

NOW THEREFORE, if (Property Owner/Developer Name), the Property Owner and Developer shall well and truly complete the full decommissioning of the solar facility in accordance with the decommissioning plan in the above noted JCPC file – which is hereby made a part of this agreement – upon the ceasing of operations and/or the production of electricity, or by the bond expiration date (bond expiration date), whichever shall come first, and pay all costs attendant thereto, and all done in compliance with all county, state and federal laws and ordinances, then this bond

shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. Release of Bond:

The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. The County Commission of Jefferson County shall not consent to any satisfaction under provision 1 above until being first provided with a written statement from the County Engineer certifying that the required decommissioning of the solar facility has been satisfactorily completed in accordance with the decommissioning plan. The Property Owner/Developer shall provide to the County Engineer, upon request, documentation demonstrating the site is decommissioned in accordance with the decommissioning plan on record.

Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provision 1 above, until the Maker has paid the County Commission of Jefferson County all fees for the processing of each bond release request, the review of documentation, and for each site inspection performed by the County Engineer to verify the requirements are met.

B. Bond Surety:

The Bond is secured by an Escrow Agreement, dated the ____ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Engineering,

Planning & Zoning. By acceptance of the above escrow agreement as security, the following conditions shall apply:

1. The Escrow Agreement shall be in the amount of \$_____ and shall be attached to this Decommissioning Bond Agreement and made a part hereof; and
2. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the funds upon submission by the beneficiary of a written and signed draft request; and
3. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the Bond is released.
4. Signed draft requests against the Escrow Agreement will be made by the Jefferson County Commission (beneficiary) for failure on the part of (Applicant/Developer Name & Solar Facility Name), to complete the full decommissioning of the solar facility according to the terms of this bond.
5. Drafts made against the Escrow Agreement, by the Jefferson County Commission, will be used exclusively for decommissioning the solar facility herein required.

C. Length of Decommissioning Bonds:

Every five years from the effective date of this Agreement - or sooner if requested in writing by the Chief County Engineer - the Property Owner/Developer shall provide an updated decommissioning plan and cost estimate. The cost estimate shall use prevailing market costs at that time. The responsibility is upon the Property Owner/Developer to submit the updated decommissioning plan and cost estimate ninety (90) calendar days prior to the due date, to the Chief County Engineer for review and approval.

Upon approval of the updated decommissioning plan and cost estimate, by the Chief County Engineer, the Property Owner/Developer shall provide a new surety in the required amount. Failure to provide the updated decommissioning plan and cost estimate ninety (90) calendar days prior to the due date, and/or provide the renewed surety ninety (90) calendar days prior to expiration of the current surety, shall constitute a default on the bonding agreement and forfeiture of the bond surety.

D. Default by the Property Owner and/or Developer:

In accordance with Section 8.20 of the Zoning Ordinance, "failure of the Lessee or Property Owner to meet and/or comply with an approved Decommissioning Plan may result in the County pursuing legal action pursuant to Article 3, Section 3.3 of the Zoning Ordinance, including legal action to have the Solar Energy Facility, or portions thereof as applicable, removed at the Property Owner's expense. The County may seek to recover its costs, legal fees, and legal expenses incurred to have the facility decommissioned in compliance with the Solar Decommissioning Plan. The Property Owner/Developer shall begin decommissioning of the solar facility site within 90 calendar days of termination of the land lease agreement, or upon ceasing operations and/or the production of electricity, whichever occurs first. All work required to decommission the solar facility site shall be completed within 180 calendar days. Time is of the essence and failure to begin decommissioning of the site, and/or finishing the work within the required time limits, shall constitute a default under the bonding agreement.

In the event the Property Owner/Developer defaults on this agreement and/or their obligation to begin and/or complete the required decommissioning work, the County Commission may "call-in" the bond and use the surety funds to decommission the site. All costs incurred by the County shall be recoverable and shall be considered valid and justified charges against the surety. This

includes, but is not limited to, material, labor and equipment costs, construction/demolition costs, administrative costs, engineering and construction management fees, legal fees, and insurance costs; and includes costs incurred for both in-house and/or contracted services.

The County's financial obligation, with regard to decommissioning the site, shall be limited to the amount of the surety funds made available. The County shall not be obligated to fund any portion of the cost to decommission a solar facility, even if there are insufficient surety funds. The Property Owner and Developer assume all liability for the costs.

The county commission shall have the right to place a lien on the property for any decommissioning expenses not recouped by them from the surety funds; and/or take legal action under the laws of West Virginia to recoup any costs from the Property Owner. The laws of the State of West Virginia shall take precedent and shall apply to all matters under this agreement.

E. Indemnification:

The Property Owner and Developer shall be required to indemnify, defend and hold harmless the Jefferson County Commission and its officers, directors, employees and/or agents from any action against them arising out of this Agreement and/or the decommissioning of the solar facility, including by a third-party. The Property Owner and Developer shall bear all reasonable costs for legal defense against such actions.

F. Severability:

Any provision or part of the Agreement documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Property Owner and Developer, who agree that the Agreement Documents shall be reformed to replace such stricken provision or part thereof with a valid and

enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

The Agreement shall supersede all prior or contemporaneous negotiations, commitments, agreements, writings or policy with respect to the subject matter hereof.

G. Successors and Assigns:

The Property Owner and Developer each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

(Remainder of Page Intentionally Left Blank)

This AGREEMENT shall be effective (month, date & year), witness the following signatures and seals:

WITNESS:

(Applicant/Developer Name)

(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

(Property Owner Name)

(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

COUNTY COMMISSION OF JEFFERSON COUNTY,
WEST VIRGINIA

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Form A-3

**AGREEMENT
SOLAR FACILITY DECOMMISSIONING BOND
(SURETY / PERFORMANCE BOND)**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Property Owner/Developer Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF JEFFERSON COUNTY, a West Virginia public corporation with control and supervisory functions over the Jefferson County Planning Commission, in the penal sum of

\$ _____ *(Dollar amount in figures)*

_____ *(Dollar amount in words),*

for the complete decommissioning of the solar facility and associated appurtenances, in accordance with the decommissioning plan, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County Planning Commission has approved and consented to the issuance of Improvement Location Permit(s) for property located on (describe location of property, lot no., route no., street name, etc.), which is to consist of (generally describe the solar facility project), with associated solar facility site improvements and appurtenances thereto, on (# of acres), more or less; and whereas the improvements required to be made on such project, as allowed by the Jefferson County Improvement Location Permit Ordinance, have not yet been made, which improvements are detailed in Planning Commission File No. (JCPC file no.)

NOW THEREFORE, if (Property Owner/Developer Name), the Property Owner and Developer shall well and truly complete the full decommissioning of the solar facility in accordance with the decommissioning plan in the above noted JCPC file – which is hereby made a part of this agreement – upon the ceasing of operations and/or the production of electricity, or by the surety / performance bond expiration date (bond expiration date), whichever shall come first, and pay all costs attendant thereto, and all done in compliance with all county, state and federal laws and ordinances, then

this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. Release of Bond:

The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. The County Commission of Jefferson County shall not consent to any satisfaction under provision 1 above until being first provided with a written statement from the County Engineer certifying that the required decommissioning of the solar facility has been satisfactorily completed in accordance with the decommissioning plan. The Property Owner/Developer shall provide to the County Engineer, upon request, documentation demonstrating the site is decommissioned in accordance with the decommissioning plan on record.

Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provision 1 above, until the Maker has paid the County Commission of Jefferson County all fees for the processing of each bond release request, the review of documentation, and for each site inspection performed by the County Engineer to verify the requirements are met.

B. Bond Surety:

The Bond is secured by a Surety / Performance Bond, dated the ____ day of (Month, Year), from (Surety Company Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Engineering, Planning & Zoning. By acceptance of the above surety / performance bond as security, the following conditions shall apply:

1. The Surety / Performance Bond shall be in the amount of \$ _____ and shall be attached to this Decommissioning Bond Agreement and made a part hereof; and
2. The Surety / Performance Bond shall be clearly written to provide the beneficiary with direct and immediate access to the funds upon submission by the beneficiary of a written and signed draft request; and
3. A Surety / Performance Bond shall remain in full force and effect as security for this Bond until such time as the Bond is released.

If within ninety (90) days in advance of the Termination Date, the County Commission has not been provided with a performance bond in the place and stead of the Performance Bond under the provisions of the Agreement, the County Commission of Jefferson County, West Virginia, may draw an amount equal to the Future Value of the decommissioning costs set forth in the current Decommissioning Plan, without reduction for Salvage Value, in an amount not to exceed one-hundred percent (100%) of the Performance Bond.

4. Signed draft requests against the Surety / Performance Bond will be made by the Jefferson County Commission (beneficiary) for failure on the part of (Applicant/Developer Name & Solar Facility Name), to

complete the full decommissioning of the solar facility according to the terms of this bond.

5. Drafts made against the Surety / Performance Bond, by the Jefferson County Commission, will be used exclusively for decommissioning the solar facility herein required.

C. Length of Decommissioning Bond:

Every five years from the effective date of this Agreement - or sooner if requested in writing by the Chief County Engineer - the Property Owner/Developer shall provide an updated decommissioning plan and cost estimate. The cost estimate shall use prevailing market costs at that time. The responsibility is upon the Property Owner/Developer to submit the updated decommissioning plan and cost estimate ninety (90) calendar days prior to the due date, to the Chief County Engineer for review and approval.

Upon approval of the updated decommissioning plan and cost estimate, by the Chief County Engineer, the Property Owner/Developer shall provide a new surety in the required amount. Failure to provide the updated decommissioning plan and cost estimate ninety (90) calendar days prior to the due date, and/or provide the renewed surety ninety (90) calendar days prior to expiration of the current surety, shall constitute a default on the bonding agreement and forfeiture of the bond surety.

D. Default by the Property Owner and/or Developer:

In accordance with Section 8.20 of the Zoning Ordinance, "failure of the Lessee or Property Owner to meet and/or comply with an approved Decommissioning Plan may result in the County pursuing legal action pursuant to Article 3, Section 3.3 of the Zoning Ordinance, including legal action to have the Solar Energy Facility, or portions thereof as applicable,

removed at the Property Owner's expense. The County may seek to recover its costs, legal fees, and legal expenses incurred to have the facility decommissioned in compliance with the Solar Decommissioning Plan.

The Property Owner/Developer shall begin decommissioning of the solar facility site within 90 calendar days of termination of the land lease agreement, or upon ceasing operations and/or the production of electricity, whichever shall occur first. All work required to decommission the solar facility site shall be completed within 180 calendar days. Time is of the essence and failure to begin decommissioning of the site, and/or finishing the work within the required time limits, shall constitute a default under the bonding agreement.

In the event the Property Owner/Developer defaults on this agreement and/or their obligation to begin and/or complete the required decommissioning work, the County Commission may "call-in" the surety / performance bond and use the surety funds to decommission the site. All costs incurred by the County shall be recoverable and shall be considered valid and justified charges against the surety. This includes, but is not limited to, material, labor and equipment costs, construction/demolition costs, administrative costs, engineering and construction management fees, legal fees, and insurance costs; and includes costs incurred for both in-house and/or contracted services.

The County's financial obligation, with regard to decommissioning the site, shall be limited to the amount of the surety funds made available. The County shall not be obligated to fund any portion of the cost to decommission a solar facility, even if there are insufficient surety funds. The Property Owner and Developer assume all liability for all the costs.

The county commission shall have the right to place a lien on the property for any decommissioning expenses not recouped by them from the surety funds; and/or take legal action under the laws of West Virginia to recoup any costs

from the Property Owner. The laws of the State of West Virginia shall take precedent and shall apply to all matters under this agreement.

E. Indemnification:

The Property Owner and Developer shall be required to indemnify, defend and hold harmless the Jefferson County Commission and its officers, directors, employees and/or agents from any action against them arising out of this Agreement and/or the decommissioning of the solar facility, including by a third-party. The Property Owner and Developer shall bear all reasonable costs for legal defense against such actions.

F. Severability:

Any provision or part of the Agreement documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Property Owner and Developer, who agree that the Agreement documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

The Agreement shall supersede all prior or contemporaneous negotiations, commitments, agreements, writings or policy with respect to the subject matter hereof.

G. Successors and Assigns:

The Property Owner and Developer each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

This AGREEMENT shall be effective (month, date & year), witness the following signatures and seals:

WITNESS:

(Applicant/Developer Name)

(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

(Property Owner Name)

(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

COUNTY COMMISSION OF JEFFERSON COUNTY,
WEST VIRGINIA

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Appendix B

Bond Surety Forms

Form No.	Surety Type	Project Type
B-1	Irrevocable Letter of Credit	Solar Facility Decommission
B-2	Cash-in-Escrow	Solar Facility Decommission
B-3	Performance/Surety Bond	Solar Facility Decommission

Form B-1

(Irrevocable Letter-of-Credit – Solar Facility Decommission)

Bank Name

Address

Telephone Number

Date

County Commission of Jefferson County
110 East Washington Street
P.O. Box 250
Charles Town, WV 25414

Re: Irrevocable Letter-of-Credit # _____ Amount \$ _____

Dear Jefferson County Commission:

By this letter, (Bank Name) hereby establishes an Irrevocable Letter-of-Credit, No. _____, and authorizes you to draw on us for the account of (Project Name/Borrower) up to an aggregate amount of \$ _____, subject to the terms and conditions stated herein.

Draws under this Letter-of-Credit are available by your draft presented to our Bank at its (Bank's Location), on or before its expiration on (January 15th or July 15th of a given year), and accompanied by the following documents:

1. A certification executed and signed by a duly authorized member of the County Commission of Jefferson County, West Virginia, that (Project Name/Borrower) has failed to perform its obligation under, and according to, the terms of that certain solar facility decommissioning bond agreement, attached hereto and made a part hereof; and
2. The original Letter-of-Credit.

We hereby agree that drafts under and in compliance with the terms of this Letter-of-Credit will be duly honored if presented as aforesaid on or before its expiration on (January 15th or July 15th of a given year).

Except as otherwise stated herein, this credit is subject to the Uniform Commercial Code and shall be construed under the laws of the State of West Virginia. Any draft upon this Letter-of-Credit shall be marked "Drawn under (Bank Name) Letter-of-Credit" for (Project Name/Borrower) dated (Date of Letter-of-Credit).

Very Truly Yours,

(Bank Name)

(Signature of Bank Officer)

(Type Bank Officer's Name & Title)

(Date)

Form B-2
(Cash-in-Escrow – Solar Facility Decommission)

ESCROW AGREEMENT

THIS AGREEMENT dated this _____ day of (Month, Year), by and between (Owner/Developer Name), having their address at (Mailing/Street Address), (City), (State), (Zip Code), party of the first part, and (Bank Name), (Mailing/Street Address), (City), (State), (Zip Code), as Escrow Agent for the County Commission of Jefferson County, West Virginia, party of the second part.

WITNESSETH that the party of the first part has this day deposited with the party of the second part the sum of (Dollar Amount in Words), (Dollar Amount in Figures), as security for its undertaking to complete the solar facility decommissioning ---and associated appurtenances, as required under to serve the (Site Plan Name), as more particularly described in Planning Commission File (JCPC file no). This construction is to be subject to the supervision and approval of the County Commission of Jefferson County acting by and through the Jefferson County Engineering Department. Construction must be completed by (required completion date).

The parties hereto agree that the escrow agent shall hold the respective funds as security for the performance of said undertakings by the party of the first part, and that respective funds may not be released to the party of the first part without the approval in writing of the County Commission of Jefferson County.

In case of default, the escrow agent shall be obliged to turn over to the County Commission of Jefferson County the escrowed funds or any part thereof, for the completion of the required installations and improvements.

ATTEST: _____ (Owner/Developer Name)
BY: _____

DATE: _____ PRINT NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____ (Bank Name)
BY: _____

DATE: _____ PRINT NAME: _____

AFFIX BANK SEAL TITLE: _____

DATE: _____

Jefferson County, West Virginia
Solar Facility Decommission
PERFORMANCE/SURETY BOND
INSTRUCTIONS

1. The following forms shall be used when a performance/surety bond is used. There shall be no deviation from this form without written approval of Jefferson County Commission or the County Administrator.
2. The full legal name, business address, and telephone number of both the Principal(s) and Surety(ies) shall be inserted in the spaces designated "Principal" and "Surety" on the face of the form. The Bond shall be signed by the person authorized to act on behalf of the Principal and the Surety. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority shall be furnished. For a power-of-attorney from a surety company to execute bonds, a certified copy of such power-of-attorney shall be submitted.
3. Surety, Fidelity, and Insurance Companies executing the Bond must be licensed to transact business in West Virginia by the West Virginia Insurance Commissioner. The surety provider shall provide to the County Commission of Jefferson County, the Obligee, a "Certificate of Good Standing" from the West Virginia Offices of the Insurance Commissioner. If the Surety Company was not organized under the laws of West Virginia, the bond must be countersigned by a resident agent licensed in West Virginia. The Company must have an A.M. Best rating of "A-", or better, with a Financial Size Category (FSC) of "VI" , or higher.
4. The name of each person signing this Bond must be typed or legibly printed in the space provided.
5. The "DATE BOND EXECUTED", as shown on the face of the Bond, must be

the same as, or later than, the Bond Agreement that the Surety Bond secures.

6. The performance bond shall be submitted to:

Jefferson County Engineering Department
P.O. Box 716
116 East Washington Street
Charles Town, WV 25414

Attention: Bonding Administrator

Phone: 304-728-3257

(Remainder of Page Intentionally Left Blank)

KNOW ALL MEN BY THESE PRESENTS, that, we, the Principal and Surety hereto recite and declare that:

1. We are held and firmly bound to the Obligee, the County Commission of Jefferson County, West Virginia (herein after called "County"), a political subdivision of the State of West Virginia, in the sum written above in lawful money of the United States of America, to be paid to the County, its successors or assigns, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect discharge its obligations under the project identified above and satisfactorily complete the required decommissioning of the solar facility and appurtenances, as required by law and in accordance with the Decommissioning Bond Agreement, the approved solar facility decommissioning plan (JCPC File No.) and any permits, all by the surety / performance bond expiration date (bond expiration date), then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect until discharged in accordance with its terms, as determined by the County. This Bond shall only be terminated upon written release by the County Commission of Jefferson County, stating that the Principal/Developer has well and truly performed and fulfilled the obligations required under the approved decommissioning plan and this Bond.
3. If Principal fails to complete its obligations, the County shall notify the Principal and Surety that they are in default. If such obligations are not then completed by the Principal and Surety within fifteen (15) days after notification by the County, the Surety shall pay the full penal sum amount of the Bond to the County within thirty (30) days of the initial notification referenced above. Payment by the Surety shall not be conditional on suit by the County. The County may extend the time period for completion of the Principal's and Surety's obligations; any time extension granted shall be in writing.
4. Surety expressly Waives any right to receive notice of, review, or approve any revisions to the approved project plans, and no such revision shall in any way affect the obligation of the Surety under this Bond.
5. In the event that any suit, action, or proceeding is brought by the County in order to enforce the provisions of this Bond, it is expressly agreed and understood that, regardless of when the breach of the underlying project obligations occurs, or the breach of this Bond occurs, the measure of damages recoverable shall be computed as the costs of completion or correction, or both, of the work required to be completed under the project, (1) at the time the work is actually completed and/or corrected to local and state approval and acceptance, or (2) at the time of final judgment of a court of competent jurisdiction; it is further expressly agreed and understood that the

measure of damages shall include expenses attributable, but not limited to, administrative costs, litigation costs, attorney's fees, maintenance costs, deterioration, inflation, and any cost increases arising from delay occasioned by litigation, action, or proceedings necessary to enforce the provision of this Bond.

6. Nothing in the Bond shall be construed as creating an obligation upon the County to pay for the completion or correction of the work guaranteed under the provisions of this Bond.
7. In the event that a previously approved and released component of the site decommissioning and restoration has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site component. If the developer fails to make the required corrections, repairs or replacement of the failed work, then this bond surety may be used for this purpose. No full and final bond release shall occur until the developer has corrected, repaired, or replaced the failed site component to the satisfaction of the Chief County Engineer.
8. By signatures, hereto, the Principal and the Surety do hereby expressly Waive any objection that they, or either of them, might interpose in the authority of the County to require each and every provision of the foregoing Bond.

(Remainder of This Page Intentionally Left Blank. Signature Page Follows)

BOND NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this BOND to be executed under the Seal as of the day and year on the date set forth above.

PRINCIPAL / CO-PRINCIPAL

SIGNATURE: _____ (SEAL)

NAME: _____

(Typed)

TITLE: _____

(Typed)

SIGNATURE: _____ (SEAL)

NAME: _____

(Typed)

TITLE: _____

(Typed)

(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)

STATE OF _____, COUNTY OF _____, to wit:

I _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____

and _____, as _____

and _____, respectively of the _____,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this _____ day of _____, 20_____.

My Commission Expires: _____

BOND NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this BOND to be executed under the seal as of the day and year on the date set forth above.

CORPORATE SURETY

NAME: _____
(Typed)

ADDRESS: _____
(Mailing Address)

(City) (State) (Zip Code)

TELEPHONE NO.: _____
(Typed)

STATE OF INCORPORATION OR ORGANIZATION: _____

LIABILITY LIMIT: _____

Attorney(s)-In-Fact

SIGNATURES: 1. _____ (SEAL) 2. _____ (SEAL)

NAME: _____
(Typed) (Typed)

TITLE: _____
(Typed) (Typed)

(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)

STATE OF _____, COUNTY OF _____, to wit:

I _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____

and _____, as _____

and _____, respectively of the _____,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this _____ day of _____, 20_____.

My Commission Expires: _____



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



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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


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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	PAID WITH LIEN EXTENSION	HALF YEAR TAX
00 FF - FURN***** 00 ME - MACH***** 00 CE - COMP 900		2.265600	3	174700	174700	1,979.00

LOWE HOSPITALITY GROUP LLC
233 LOWE DR
SHEPHERDSTOWN WV 25443


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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		 2011 315802

PAYMENT SCHEDULE - SECOND HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	2ND HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
March 1, 2012	1,929.52	3,997.58	STATE	17.47
March 31, 2012	1,979.00	4,047.06	COUNTY CURRENT	841.36
April 1, 2012	1,979.00	4,061.90	SCHOOL CURRENT	1,355.67
April 30, 2012	1,993.84	<u>4,076.74</u>	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	09-SHEPHERDSTOWN DIST	PERSONAL
September 1, 2011	1,929.52	3,859.04	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	1,979.00	3,908.52		
October 31, 2011	1,993.84	3,923.36		
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	ESTIMATED 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


RETAIN THIS SECTION FOR YOUR RECORDS

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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
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

IF OTHER 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	00219241		 2012 315754

PAYMENT SCHEDULE - FIRST HALF			DISTRICT	PROPERTY TYPE
IF PAID BY:	1ST HALF	FULL YEAR	09-SHEPHERDSTOWN DIST	PERSONAL
September 1, 2012	1,773.13	3,546.26	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, 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
}

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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
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.

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
September 1, 2013	1,613.96	3,227.92	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, 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 95 ESTIMATION	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	<p style="font-size: x-small; margin: 0;">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="text-align: center; margin: 5px 0;">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.</p>	
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

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BELOW WHEN MAKING PAYMENT

MAKE CHECKS PAYABLE AND REMIT TO:

SHERIFF OF JEFFERSON COUNTY
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CHARLES TOWN, WV 25414-0009

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JEFFERSON COUNTY, WEST VIRGINIA
304-728-9220

NAME	COUNTY	ACCOUNT NO.	YEAR	TICKET NO.
LOWE HOSPITALITY GROUP LLC	JEFFERSON	00219241		2016 315782

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		2016 315782

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	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, 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


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

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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	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

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MAKE CHECKS PAYABLE AND REMIT TO:

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 CHARLES TOWN, WV 25414-0009

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JEFFERSON COUNTY, WEST VIRGINIA


304-728-3220

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
	IF OTHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED			
March 1, 2019	788.05	1,632.68	STATE	6.88
March 31, 2019	808.26	1,652.89	COUNTY CURRENT	393.53
April 1, 2019	808.26	1,658.95	SCHOOL CURRENT	533.89
April 30, 2019	814.32	1,665.01	SCHOOL PER IMPROVE.	50.64
			SCHOOL EXCESS LEVY	631.58
** 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		 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	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, 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				

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

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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


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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	14,830.11	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


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MAKE CHECKS PAYABLE AND REMIT TO:

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

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 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
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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	COUNTY	DISTRICT	ACCOUNT NO.	YEAR	TICKET NO.	
REAL	JEFFERSON	09-SHEPHERDSTOWN DIST	00030285	2011	27821	
PROPERTY DESCRIPTION		RATE	RELEASE	ASSESSMENT	ASSESSMENT CLASSIFICATION	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX		2.265600	3	1143800	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		
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	<small>IF EITHER HALF IS NOT PAID BY APRIL 30TH, IT WILL BE PUBLISHED AS REQUIRED BY LAW WITH FEES ADDED</small> STATE 114.38 COUNTY CURRENT 5,508.54 SCHOOL CURRENT 8,875.89 SCHOOL PER IMPROV 915.04 SCHOOL EXCESS LEV 10,500.09	
March 31, 2012	12,956.97	26,497.00		
April 1, 2012	12,956.97	26,594.18		
April 30, 2012	13,054.15	26,691.36		

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	00030285		
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	<small>TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT IF YOU ARE PAYING EITHER THE FIRST HALF OR THE FULL YEAR TAXES</small> 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	
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.
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.

CASH OR ONE CHECK PER PAYMENT

STATEMENT OF TAXES DUE

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

PROPERTY DESCRIPTION	RATE	LAST	ASSESSMENT	ASSESSMENT	TOTAL YEAR 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				



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

** 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	00027404		
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, 2014	13,139.01	26,278.02	<p style="text-align: center;">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="text-align: center;">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.</p>	
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	14,082.33	27,558.24		

** 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	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
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
September 1, 2016	12,951.59	25,903.18	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, 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	ASSUMED 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
904-728-3220

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

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		2017 28123
MAP/PARCEL: 8 0015 0008 0000				

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	26,884.45
** 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				 2018 28184

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

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	00027091		
MAP/PARCEL: 8 0015 0008 0000				 2018 28184

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>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	ASSESSMENT EXCESS EXEMPTION	TRAIL YEAR TAX
TRACT 2B (1.75 AC) MADDEX	2.319200	3	1115300	1115300	12,933.02

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 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

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	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.	

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	00027056	2020	28266

PROPERTY DESCRIPTION	RATE	SEAS.	ASSESSMENT	ASSESSMENT WITH EXEMPTION	HALF YEAR TAX
TRACT 2B (1.75 AC) MADDEX	2.276000	3	1127200	1127200	12,827.54

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

SHARE 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

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	STATE	112.72
March 31, 2021	12,827.54	26,232.32	COUNTY CURRENT	6,447.59
April 1, 2021	12,827.54	26,328.53	SCHOOL CURRENT	8,747.07
April 30, 2021	12,923.75	26,424.74	SCHOOL EXCESS LEVY	10,347.70
** 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	00027056		 2020 28266

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	<p style="font-size: x-small; margin: 0;">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="text-align: center; margin: 5px 0;">PLEASE CIRCLE THE AMOUNT PAID</p> <p style="text-align: center; margin: 5px 0;">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; margin: 0;">PLEASE INDICATE ANY ADDRESS CHANGES BELOW.</p>	
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 plat, 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

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!