

**JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL - JUNE 2022
THURSDAY, JUNE 16, 2022
6:00 P.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

- June 2, 2022 Regular Meeting
- June 9, 2022 Public Hearing
- June 9, 2022 Special Session

APPROVAL OF REQUISITIONS

- June 16, 2022

APPROVAL OF ACCOUNTS PAYABLE

- June 9, 2022
- June 16, 2022

APPROVAL OF MANUAL CHECKS

- June 10, 2022
- June 17, 2022

APPROVAL OF PAYROLL

- June 9, 2022

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

****You may participate in public comment virtually by raising your hand in the GoToWebinar control panel. 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. 6:10 p.m. Angela Banks, Assessor
- Approval/Signatures on Certificates of Oaths for Real Estate and Personal Property Books
2. 6:15 p.m. Tom Hansen, Sheriff
- Administrative Assistant Hire
- Deputy Hires
- Grant Application
3. 6:25 p.m. Kelly Franklin, Director, Jefferson Day Report Center
- FY2023 West Virginia Community Correction Grant
4. 6:35 p.m. Rebecca Hall, Victim Advocate, Prosecuting Attorney's Office
- Approval to hire part-time Victim Advocate, Melissa Segura
5. 6:40 p.m. Roger Goodwin, Chief County Engineer, Department of Engineering, Planning and Zoning
- Partial Construction Bond Release for Lutman Land Development, LLC - Milton's Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD)
6. 6:50 p.m. Michelle Gordon, Finance Director
- Review and Approval of FY2022 State Budget Revision 7 for the General Fund
- Set Date for next ARPA Meeting
- Review and Approval of Revised FY23 Grade Scale with 2.5% COLA, effective 7/1/22
- Review and Approval of Ambulance, equipment and supplies purchase
7. 7:10 p.m. Nathan Cochran, Assistant Prosecuting Attorney
 - a. Discussion of legal issues and potential action regarding proposed solar text amendment to the Jefferson County Zoning and Land Development Ordinance, File ZTA22-01, including bonding, comprehensive plan, and related matters. Discussion of public hearing on proposed text amendment, review, and consideration of amendment text, adoption of amendment and/or modification of amendment text and/or Planning Commission review. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C-33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6 and WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731.
 - b. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property
 - 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)

OLD BUSINESS

8. Discussion of Policy 319 - Financial System Access & Approval Policy, in relation to Comprehensive Audit
9. Discussion of Ambulance Services, including potential action regarding composition and structure of county EMS services, Jefferson County Emergency Services Agency, including the utilization, scheduling, and compensation of employees, the utilization of volunteers, acquisition and distribution of ambulance resources, and implementation of Fitch recommendations.
10. Reconsider the proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, to allow Solar Energy Facilities to process as a Principal Permitted Use in areas located inside the

Urban Growth Boundary and Preferred Growth Area as delineated on the Future Land Use Guide in the County's Comprehensive Plan; and as a Conditional Use in areas outside of the Urban Growth Boundary and Preferred Growth Area. 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.

11. Discussion and review of issues regarding potential action of Charles Town Utility Board before the Public Service Commission concerning distressed utilities and matters related thereto

NEW BUSINESS

12. Discussion of July 7, 2022 Regularly Scheduled Meeting

13. Discussion of Jefferson County Roads Summit (CH)

COUNTY ADMINISTRATOR REPORTS

- Discussion of Policy 216-A - COVID-19 Expanded FMLA Policy

COUNTY COMMISSION REPORTS

14. ADJOURN

CORRESPONDENCE/INFORMATION

Impact Fee Status Report for May 2022

Notice of Employment Opportunity - Auto Shop Helper

Budget Revision Documents for \$5,060.00 to the Historic Landmarks Commission for painting of the Peter Burr House

Letter from the City of Charles Town re: HEPMPO Draft Long Range Transportation Plan (Direction 2050)

Harpers Ferry-Bolivar PSD April Meeting Minutes

WVDOT Notice of STIP Virtual Public Workshop

Comments from Mark Dyck of Integrity Federal Services re: Solar Facilities Text Amendment

Comments received from citizens via e-mail re: Solar Facilities Text Amendment

Comments received from Marc Petitpierre re: Street Preacher in Charles Town

Comments received from David Tabb, resident, from the June 2, 2022 County Commission meeting

Comments received from residents re: Fireworks Ordinance

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, June 2, 2022

A meeting of the Jefferson County Commission was held on Thursday, June 2, 2022 during the second quarterly session at 9:30 a.m. The meeting was held via GoToWebinar and in-person. Present were Caleb Hudson, President, Steve Stolipher, Vice President, and Commissioners Tricia Jackson, Clare Ath, and Jane Tabb. Also present were John Nissel, County Administrator, and Jessica Carroll, Executive Administrative Assistant (The archived meeting of the Thursday, June 2, 2022 meeting is available on the Jefferson County Commission website.)

PLEDGE OF ALLEGIANCE

Commissioner Hudson led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Hudson to approve the May 16, 2022 Primary Election Canvass Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the May 21, 2022 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

Motion by Mr. Hudson to approve the May 26, 2022 Primary Election Certification Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Hudson to approve the Payroll for May 26, 2022 in the amount of \$265,920.46. Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mr. Hudson to approve the Requisitions for June 2, 2022 in the amount of \$29,986.64. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#		VENDOR NAME		AMOUNT
86309		BUREAU OF CHILD SUPPORT		\$ 492.93
86310		COMPTROLLER OF MARYLAND		\$ 562.88
86311		DELTA DENTAL OF WV		\$ 6,104.13
86312		DR. ROBERT E. JONES III		\$ 1,000.00
86313		EFTPS IRS TAXES		\$ 92,963.15
86314		EMPOWER RETIREMENT		\$ 5,856.45
86315		GUTTMAN OIL CO		\$ 4,619.38
86316		HEATHER KETCHENS		\$ 214.93
86317		JEFFERSON SECURITY BANK		\$ 4,305.00
86318		MILLENIUM INSURANCE GROUP		\$ 250.00
86319		NATIONWIDE RETIREMENT SOLUTIONS		\$ 834.00
86320		STATE TAX DEPARTMENT		\$ 150.00
86321		WV DEPUTY SHERIFF RETIREMENT SYSTEM		\$ 16,527.19
86322		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		\$ 28,518.36
86323		WV STATE TAX DEPARTMENT		\$ 33,600.50
86324	FG/009	SHERIFF OF JEFFERSON CO		\$ 5,050.01
86325	BS/011	SHERIFF OF JEFFERSON CO		\$ 7,541.91
TOTAL				\$ 208,590.82

Motion by Mr. Hudson to approve the Accounts Payable for May 26, 2022 in the amount of \$ 208,590.82. Motion seconded and unanimously approved.

CHECK#		VENDOR NAME		AMOUNT
86326		AHA-ARTS & HUMANITIES ALLIANCE		\$ 1,052.72
86327		ALICE N PAINTER		\$ 82.00
86328		AMERICAN FAMILY LIFE INSURANCE COMPANY ICU		\$ 2,450.34
86329		BESSIE NELSON		\$ 82.00
86330		CENTRAL ELEVATOR INSPECTION SERVICES LLC		\$ 800.00

86331		CLAYTON DEHAVEN		\$	318.50
86332		COLONIAL LIFE		\$	95.68
86333		DODSON SEPTIC SERVICE LLC		\$	285.00
86334		DONNA MASON		\$	1,454.77
86335		ED HANNON		\$	14.40
86336		FEDEX		\$	54.45
86337		GUTTMAN OIL CO		\$	11,444.83
86338		HIGHMARK WV		\$	195,194.70
86339		HIRERIGHT		\$	71.13
86340		JACQUELINE SHADLE		\$	82.00
86341		JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION		\$	1,558.81
86342		JEFFERSON CO CONVENTION AND VISITORS BUREAU		\$	26,317.88
86343		JEFF CO PARKS & RECREATION COMMISSION		\$	23,706.35
86344		JENNIFER HOWARD		\$	125.00
86345		JOSEPH GRANTHAM		\$	15.96
86346		KATRINA CLARK		\$	82.00
86347		MILLERS SUPPLIES AT WORK		\$	613.00
86348		NATIONAL VISION ADMIN.		\$	1,707.50
86349		OLD CHARLES TOWN LIBRARY		\$	1,500.00
86350		PANSCH INVESTIGATIONS LLC		\$	1,650.00
86351		PERRY & ASSOCIATES CPA'S		\$	32,500.00
86352		POTOMAC EDISON		\$	3,495.27
86353		R.E. MICHEL CO. LLC		\$	1,004.40
86354		REBECCA CHALK		\$	3,250.00
86355		RONALD DANTZIC		\$	40.95
86356		SHERIFF OF JEFFERSON COUNTY		\$	35,400.00
86357		SOFTWARE SYSTEMS INC		\$	22,904.82
86358		VICTOR C LUPIS III		\$	788.73
86359		WV DIVISION OF LABOR		\$	180.00
86360		WV STATE AUDITOR		\$	2,600.00
86361		XEROX CORPORATION		\$	203.87
TOTAL				\$	373,127.06

Motion by Mr. Hudson to approve the Accounts Payable for June 2, 2022 in the amount of \$ 373,127.06. Motion seconded and unanimously approved.

APPROVAL OF MANUAL CHECKS

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
313	DK/O3	SHERIFF OF JEFFERSON CO		\$ 34.23
797	HD/8	SHERIFF OF JEFFERSON CO		\$ 2,676.62
932	CW/O59	TAILORING BY TERESA		\$ 150.00
TOTAL				\$ 2,860.85

Motion by Mr. Hudson to approve the Manual Checks for May 27, 2022 in the amount of \$ 2,860.85. Motion seconded and unanimously approved.

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
981	AV/56	MILLERS SUPPLIES AT WORK		\$ 1,308.00
982	AV/56	PRINT-O-STAT		\$ 190.00
1776	CO/246	CROSWELL CHEVROLET		\$ 25,391.00
934	CW/O59	WV STATE AUDITORU		\$ 1,390.00
933	CW/O59	WV STATE POLICE		\$ 15.00
390	WV369	WVDSRF		\$ 565.00
TOTAL				\$ 28,859.00

Motion by Mr. Hudson to approve the Manual Checks for June 3, 2022 in the amount of \$ 28,859.00. Motion seconded and unanimously approved.

PUBLIC COMMENT

Public comment was provided by the following: Marc Petitpierre, David Taft, William Dixon, Irene Sanders, Scott Faulkner, David Tabb, Lori Pottinger, Christine Marshall, and Linda Thern-Smith.

PRESENTATIONS

1. Tom Hansen, Sheriff – requested approval of a new tax office hire.
 - **Motion by Mr. Stolipher to approve the hire of Urviben Patel as a deputy tax officer in the Sheriff's Tax Office at a salary of \$33,000.00, effective July 5th, 2022 . Motion seconded and unanimously approved**
2. Mark Dyck, Integrity Engineering – requested a rezoning of the SPARC Campus
 - **Motion by Mr. Stolipher to accept the zoning map amendment request, refer to the Planning Commission for review of Comprehensive Plan consistency and to schedule a public hearing on July 21, 2022 before the County Commission. Motion seconded and unanimously approved.**
3. Robert M. Trainor, Mayor, and Todd Wilt, Operations Manager, City of Charles Town – requested an annexation without petition of property from the County into the City.
 - **Motion by Mr. Stolipher that the proposed Order Approving and Confirming the Annexation to the City of Charles Town a parcel of real estate containing 0.39 acres, more particularly described as the Subject Property in the municipal corporation's Certificate dated May 20, 2022, presently located in the Charles Town District, Jefferson County, West Virginia, and owned by Vertias Properties LLC as provide in WV Code 8-6-4 and 8-6-4a (Annexation Without an Election). Motion seconded and unanimously approved.**
4. Mayoral Representation – requested maps be created by the County to provide to fireworks retailers for the benefit of the public to show areas within the County where fireworks can be detonated.
 - **Motion by Mr. Stolipher to request the Jefferson County GIS Department create a map to show where fireworks can be ignited within the county and provide copies to fireworks retailers to display and/or provide at their discretion. Motion seconded and unanimously approved.**
5. Martin Burke, Chair, Jefferson County Historic Landmarks Commission – requested funds to repaint exterior of Peter Burr House.
 - **Motion by Mr. Stolipher to provide \$5,059.69 from the Coal Severance Fund account be transferred to the Jefferson County Historic Landmarks Commission for B&M Painting to repaint the exterior of the Peter Burr House. Motion seconded and unanimously approved.**

6. Emily Morrow, WVU Extension – requested approval to move Secretary position from 70 HR to 80 HR pay schedule
 - **Motion by Mr. Stolipher to approve the reclassification of Extension Office employee Amanda Masters to an 80 hr pay schedule, effective July 1, 2022. Motion seconded and unanimously approved.**
7. Dennis Jarvis, Director, Jefferson County Development Authority – requested approval to advertise for the Agricultural Development Coordinator.
 - **Motion by Mr. Stolipher to approve the advertisement of the Agricultural Development Coordinator position for the Jefferson County Development Authority. Motion seconded and unanimously approved.**
8. Lynn Fields, Probate Office – request to petition in Solemn Form
 - **Motion by Mr. Hudson to convene as a Fiduciary Review Board. Motion seconded and unanimously approved.**
 - **Motion by Mrs. Tabb to allow the executors of the Estate of Terry Grant to probate in Solemn Form. Motion seconded and unanimously approved.**
 - **Motion by Mr. Hudson to adjourn as a Fiduciary Review Board and reconvene in regular session. Motion seconded and unanimously approved.**
9. Russell Burgess, Director, Jefferson County Information Technology
 - a. Bardane Data Center Refresh/Upgrade
 - **Motion by Mr. Stolipher to approve the purchase of the related components to refresh/upgrade the Bardane Data Center in the amount of \$238,338.53 from the Capital Outlay Fund in FY2023. Motion seconded and unanimously approved.**
 - b. Request for Proposal – Multi-functional Digital Copier/Printer/Scanner/Fax to be released for replacement of current Jefferson County Commission equipment
 - **Motion by Mrs. Tabb to approve the release of the Request for Proposal to the general public as of today’s date to obtain proposals for the replacement of said equipment detailed in the Request for Proposal. Motion seconded and unanimously approved.**

- c. Fire Departments Response Plan Programming – this item was informational as the County Commission had formerly approved the expenditures for the Response Plan Programming during the FY23 budget sessions.
10. Laura Kuhn, Director, Fleet & Facilities Management – requested approve to advertise to fill Auto Shop Helper position
- **Motion by Mr. Stolipher to approve the advertising to fill the new position of Auto Shop Helper at a Grade 4, 80-hour starting salary of \$38,127. Motion seconded and unanimously approved.**
11. Steve Allen, Director, Jefferson County Homeland Security and Emergency Management – requested approval of the Jefferson County Program for Public Information, a part of the Community Rating System (CRS) activities for Jefferson County, WV.
- **Motion by Mrs. Tabb to approve the Jefferson County Program for Public Information (PPI), a part of the Community Rating System (CRS) activities for Jefferson County, WV. Motion seconded and unanimously approved.**
12. **Michelle Gordon, Finance Director**
- a. Review of Budget to Actual as of 4/30/22
 - b. Review and Approval of FY2022 State Budget Revision 6 for the General Fund.
 - **Motion by Mrs. Tabb to accept FY22 State Budget Revision 6 for the General Fund. Motion seconded and unanimously approved.**
 - c. Review and Approval of FY2022 State Budget Revision 4 for the Coal Severance Fund.
 - **Motion by Mrs. Tabb to accept FY22 State Budget Revision 6 for the General Fund. Motion seconded and unanimously approved.**
 - d. Review and Approval of State Budget Revision 5 for the Coal Severance Fund
 - **Motion by Ms. Tabb to accept FY22 State Budget Revision 5 for the Coal Severance Fund. Motion seconded and unanimously approved.**
 - e. WVACO – Spring Board Meeting Reception Hospitality Request
 - **Motion by Mr, Stolipher to approve hospitality services for the WVACO Spring Board Meeting Reception up to the amount of \$2,500. Motion seconded and unanimously approved.**

13. Nathan Cochran, Assistant Prosecuting Attorney

- a. Discussion of legal issues regarding proposed solar text amendment including amendment text, bonding, Comprehensive Plan and related matters and discussion of public hearing on proposed text amendment and discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C-33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6 and WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731.
 - b. Discussion of Jefferson County Circuit Court Civil Action No. CC-19-2021-C-109.
 - c. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.
 - d. 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).
- **Motion by Ms. Tabb to enter into Executive Session to receive legal advice concerning item 13a; discuss contractual matters concerning item 13c; and discuss issues of liability concerning the Fitch Report and county EMS services. Motion seconded and unanimously approved.**
 - **Motion by Mr. Hudson to come out of Executive Session and reconvene in regular session. Motion seconded and unanimously approved.**

OLD BUSINESS

14. Discussion of Fitch Report and potential action regarding composition, organization, and structure of county EMS services and the Jefferson County Emergency Services Agency, including the utilization, scheduling, and compensation of employees, the utilization of volunteers, acquisition and distribution of ambulance resources, acquisition and distribution of ambulance resources, implementation of Fitch recommendations and review and implementation of issues related to the Commission's approved motion in its May 19, 2022 meeting to develop a potential plan to create a County Ambulance Services.

ADJOURN

15. The Commission adjourned at 12:48 p.m. on a motion by Mr. Hudson. Motion was seconded and unanimously approved.

Caleb Hudson, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

SPECIAL SESSION

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State continued and held at the Jefferson County Commission meeting room in the basement of the Old Charles Town Library located at 200 E. Washington St., Charles Town and virtually via GoToWebinar on June 9, 2022, beginning at 9:30 o'clock a.m.

PRESENT: Caleb Hudson, President
Clare Ath, Commissioner (virtual)
Tricia Jackson, Commissioner
Jane Tabb, Commissioner
John Nissel, County Administrator
Alex Beaulieu, Zoning Administrator
Nathan Cochran, Assistant Prosecutor
William Rohrbaugh, Counsel
Jessica Carroll, Executive Assistant
Sorayda Pitts, Administrative Assistant

In re: Public Hearing on ZTA22-01 – Solar Energy Facilities Text Amendment

The meeting was called to order at 9:30 a.m. by President Hudson. Mr. Hudson stated the purpose of the meeting was to receive public comment concerning the solar energy facilities text amendment to the Jefferson County Zoning and Land Development Ordinance. Alex Beaulieu, Zoning Administrator, provided the Commission and the audience with an overview of the amendment and explained that was before the Commission for final approval. President Hudson then opened the floor for public comment, which was received by the following: Mark Dyck, Doug Rockwell, Rodney Rice, Robert Reckart, Stacy Tabb, and Susan Hough.

- **There being no further comment, motion by Mr. Hudson to close the public hearing. Motion seconded and unanimously approved.**
- **Motion by Ms. Jackson to accept and adopt the recommendations of draft solar facilities text amendment as presented by the Planning Commission and that the text amendment is consistent with the county's comprehensive plan that includes provisions to allow Solar Energy Facilities to process as a Permitted Use on parcels located within the Urban Growth Boundary and Preferred Growth Area as identified on the Future Land Use Guide in the Envision Jefferson 2035 Comprehensive Plan and includes provisions to allow Solar Energy Facilities to process as a Conditional Use on parcels located outside of the Urban Growth Boundary and Preferred Growth Boundary areas. Motion seconded and fails on a 2-2 vote with Commissioners Ath and Jackson approving, Commissioners Hudson and Tabb opposing, and Commissioner Stolipher abstaining from the motion.**

It was noted the Commission would continue discussion of this topic during their regularly scheduled June 16, 2022 County Commission meeting.

There being no further business, the meeting adjourned at 10:03 am.

Caleb Hudson, PRESIDENT

Respectively Submitted: Sorayda Pitts
Administrative Assistant

SPECIAL SESSION

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State continued and held at the Jefferson County Commission meeting room in the basement of the Old Charles Town Library located at 200 E. Washington St., Charles Town and virtually via GoToWebinar on June 9, 2022, beginning at 10:30 o'clock a.m.

PRESENT: Caleb Hudson, President
Steve Stolipher, Vice President
Clare Ath, Commissioner (virtual)
Tricia Jackson, Commissioner
Jane Tabb, Commissioner
John Nissel, County Administrator
Nathan Cochran, Assistant Prosecutor
William Rohrbaugh, Counsel
Jessica Carroll, Executive Assistant
Sorayda Pitts, Administrative Assistant

In re: Discussion of Charles Town Utility Board potential acquisition of distressed utilities and matters related thereto

The meeting was called to order at 10:30 a.m. by President Hudson. Mr. Hudson stated the purpose of the meeting was to discuss recent events concerning the Charles Town Utility Board and the potential acquisition of distressed utilities by the CTUB.

- **Motion by Mr. Hudson to enter into Executive Session to received legal advice and discuss matters of potential liability in relation to the Charles Town Utility Board. Motion seconded and unanimously approved.**
- **Motion by Mr. Hudson to come out of Executive Session and resume regular session. Motion seconded and unanimously approved.**

It was noted the Commission would continue this discussion during their regularly scheduled June 16, 2022 County Commission meeting.

There being no further business, the meeting adjourned at 10:53 am.

Caleb Hudson, PRESIDENT

Respectively Submitted:
Sorayda Pitts
Administrative Assistant

REQUISITIONS TO BE APPROVED

June 16, 2022

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
FLEET & FACILITIES MGMT	23002	\$ 16,950.00	Boland Trane Services	Labor/Mat. for Failed Condensor Coil
SHERIFF - LAW	22063	\$ 88,770.00	Rugged Notebooks	33 tablets for JCSO, CTPD, RPD
	22064	\$ 22,000.00	Washington Ford, Inc.	2017 Ford Interceptor SUV
GRAND TOTAL		\$ 127,720.00		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$393,993.70		\$393,993.70
6.2% Tax Payable OASDI	\$23,376.17		\$23,376.17
1.45% Tax Payable HI	\$5,467.02		\$5,467.02
Fed Withholding	\$32,765.92		\$32,765.92
WV State Withholding	\$16,188.44		\$16,188.44
PERS Retirement Deduct 4.5%	\$8,554.20		\$8,554.20
PERS Retirement Deduct 6%	\$6,729.63		\$6,729.63
Hosp. Pre-Taxed	\$14,759.00		\$14,759.00
AFLAC Pre-Taxed	\$388.07		\$388.07
AFLAC Post-Taxed	\$818.92		\$818.92
Optional Life Post-Taxed	\$1,743.50		\$1,743.50
Christmas Club	\$4,285.00		\$4,285.00
Wage Attach #1	\$492.93		\$492.93
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3	\$166.49		\$166.49
DSRS Retirement Deduct 8.5%	\$6,408.58		\$6,408.58
457 - Nationwide	\$834.00		\$834.00
457I - Empower	\$4,660.49		\$4,660.49
457R - Roth	\$1,170.00		\$1,170.00
MD State Tax	\$790.51		\$790.51
D/VF	\$1,811.70		\$1,811.70
VA State Tax	\$170.15		\$170.15
Colonial(Plus)	\$47.84		\$47.84
Uniforms	\$240.00		\$240.00
Total Deductions	\$132,018.56	\$0.00	\$132,018.56
Net Wages Total	\$261,975.14	\$0.00	\$261,975.14
Payroll Date	June 9, 2022		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angela Banks, Assessor

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

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice:

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

Approval/Signatures on the Certificates of Oaths for Real Estate and Personal Property Books

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Tom Hansen

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

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice next meeting

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

Date Requested – 2nd Choice:

Subject (*Warding to be placed on agenda*): Administrative Assistant Hire
Deputy Hires
Grant Application

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

The Law Enforcement Business Office has a vacancy due to the transfer of an employee to the Tax Office for Ambulance Fee Collection. This is a grade 2, 80 hr position. I am requesting permission to backfill the position with the hire of Monica Anderson at a rate of \$32,000 and a start date of June 21, 2022.

There are currently 5 Deputy vacancies in the law enforcement office. We have extended conditional offers to two certified deputies. I am therefore requesting permission to hire Tristan Lutman and Hunter Ray. Their start dates will be

The JAG grant that pays for \$15,000 of the placement of a Prevention Resource Officer at Jefferson High School is up for renewal. I am requesting approval to submit the application and to have the Commission President sign the documents.

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

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

I move to approve the hire of Monica Anderson, effective June 21, 2022 with a starting salary of 32,000.

I move to approve the hire of Tristan Lutman effective with a starting salary of 49,626.

I move to approve the hire of Hunter Ray effective with a starting salary of 49,626.

I move to approve the application for the JAG grant that supports the placement of a PRO in Jefferson High School and authorize the president to sign the associated documents.

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: thansen@jeffersoncountywv.org

Phone Number: 304-728-3205

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Kelly Franklin

Department or Organization: **Jefferson Day Report Center, Inc.**

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: June 16, 2022

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

Date Requested – 2nd Choice: n/a

Subject (*Wording to be placed on agenda*): FY 2023 West Virginia Community Corrections Grant Contract

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

Signatures are needed to execute the contract for the 23-CC-07 Grant Contract. The Commission must approve the grant contract and resolution that formally commits the Commission to matching funds allocation.

Background: The Jefferson County Commission has received the grant award since 2015. The WV Community Corrections Act is intended to provide a means for communities to develop, establish communities develop, and establish community-based corrections programs to provide the judicial system with sentencing alternatives for those offenders who may require less than institutional custody. Examples include, but are not limited to, probation supervision, day fines, community service restitution, home incarceration, substance abuse treatment, sex offender containment/treatment, licensed domestic violence treatment, day reporting centers, education or counseling, and drug courts.

Is this a funding request? Y/N N

If so, how much? \$ 0

Provide exact financial impact/request:

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

N/A

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: kfranklin@jeffersondrc.com

Phone Number: (304) 728-3527 ext. 101

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION



Division of Administrative Services
Justice and Community Services (JCS)
SCHEDULE OF PAYMENTS

The following Schedule of Payments is hereby recognized and adopted by the Jefferson County Commission.

Project Number: 23-CC-07

Total Award: \$155,000.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	7/1/2022	\$38,750.00
2	10/1/2022	\$38,750.00
3	1/1/2023	\$38,750.00
4	4/1/2023	\$38,750.00

Caleb Hudson, President
Jefferson County Commission

GRANT CONTRACT AGREEMENT

BETWEEN

DIVISION OF ADMINISTRATIVE SERVICES

JUSTICE AND COMMUNITY SERVICES SECTION

AND THE

Jefferson County Commission

23-CC-07

This **AGREEMENT**, entered into this **3rd Day of June 2022** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Jefferson County Commission, hereinafter referred to as "Grantee."

WHEREAS JCS is the recipient of Community Corrections Grant Funds from the State of West Virginia; and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: These funds will be utilized for the continued operation of a community corrections program in Jefferson County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2022** and shall continue those services/activities until **June 30, 2023**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$155,000.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee **will** receive an upfront scheduled allocation of funds.

8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a state agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances, and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C, which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.

16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:

a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

b. **Grantee Mailing Address:**

Jefferson County Commission
Post Office Box 250
Charles Town, West Virginia 25414

17. The Grantee shall hold and save JCS and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

Caleb Hudson, President
Jefferson County Commission

Jeffrey D. Estep, Assistant Director
Justice and Community Services Section



Jim Justice
Governor of West Virginia

June 3, 2022

The Honorable Caleb Hudson
President
Jefferson County Commission
Post Office Box 250
Charles Town, West Virginia 25414

Dear Commissioner Hudson:

I am pleased to inform you that I have approved a Community Corrections program grant award to the Jefferson County Commission in the amount of \$155,000. These funds will be utilized for the continued operation of a community corrections program in Jefferson County.

Please let me know if our Justice & Community Services' staff or I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Justice".

Jim Justice
Governor

JJ/mah

c: Kelly Franklin

Applicant:	FEIN Number: DUNS Number:
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Category	CC Requested Funds	Other Funds	Total Budget
Personnel / Contractual			
Travel / Training			
Equipment			
Other			
Totals			

Funding Strategy

Funding Source(s)	Amount	Status
Total		

Funding Source - Separately list each source of funds that will be used in the program.

Amount - Enter the amount received or anticipated for each

Status - Indicate the status of each funding source of funds as follows:

- P – Projected grant, loan, or donation
- A – Application submitted and under review
- C – Funds Committed
- R – Funds received, appropriated or on hand

Community Corrections Grant Program	Budget Detail Page 3
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Detailed Project Cost by Budget Category	Requested CC Funds	Other Funds	Recommendation
<u>Personnel / Contractual</u>			JCS Use Only
<u>Travel / Training</u>			
<u>Equipment</u>			
<u>Other</u>			
Total Requested CC Funds			
Total Other Funds			
Total of Recommendation (JCS Only)			

Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (e.g., Personnel/Contractual, Travel/Training, Equipment, and Other). Please differentiate between project grant and matching funds (if applicable). For all Personnel/Contractual positions (salary, hourly, overtime) that are requesting Fringes please list the percentages (%) for each. For all hourly positions (not salaried) please include an hourly rate and the number of hours to be worked per month.

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT (“Agreement”) and commitment is executed this 3rd Day of June 2022, by the Jefferson County Commission, hereinafter referred to as “Covered Entity”, and West Virginia Department of Homeland Security, Division of Administrative Services, Justice and Community Services, hereinafter referred to as “Business Associate”. Covered Entity and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

Covered Entity has engaged Business Associate to perform services on Covered Entity’s behalf. During the course of such business relationship, Business Associate may create, receive, maintain or transmit protected health information (“PHI”) from, or on behalf of, Covered Entity. Covered Entity and Business Associate are committed to complying with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 300gg, 29 U.S.C. § 1181 *et seq.*, and 42 U.S.C. § 1320d *et seq.* and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 as codified at 42 U.S.C. §§ 17901 *et seq.* and 300jj *et seq.* (“HITECH”) and the regulations and other guidance promulgated under both laws by the U.S. Department of Health and Human Services (collectively, “HIPAA”).

HIPAA requires Covered Entity to obtain a commitment from Business Associate that Business Associate agrees to the same restrictions and conditions that apply to Covered Entity with respect to PHI under HIPAA. Accordingly, this Agreement sets forth the manner in which PHI, that is provided to, or received by, the Business Associate from the Covered Entity, or on behalf of the Covered Entity, will be handled. The Business Associate agrees as follows:

SECTION 1 DEFINITIONS

- 1.1 ***Breach:*** means the term “breach” in 45 C.F.R. § 164.402.
- 1.2 ***Designated Record Set:*** means “Designated Record Set” as defined at 45 C.F.R. § 164.501.
- 1.3 ***Electronic Protected Health Information or Electronic PHI:*** means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- 1.4 ***HIPAA Privacy Regulations:*** means the Standards of Privacy of Individually Identifiable Health Information as defined at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.5 ***HIPAA Security Regulations:*** means the Standards for Security of Individually Identifiable Health Information at 45.C.F.R. part 160 and part 164, subparts A and C.

- 1.6 **Individual:** means “Individual” as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.7 **Protected Health Information or PHI:** has the same meaning as the term “Protected Health Information” in 45 C.F.R. §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from, or on behalf of Covered Entity.
- 1.8 **Required by Law:** means “required by law” at 45 C.F.R. § 164.103.
- 1.9 **Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.
- 1.10 **Security Incident:** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.11 **Unsecured Protected Health Information:** has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.12 **Terminology.** Any other capitalized terms used but not otherwise defined in the Agreement shall have the same meaning as the meaning ascribed to those terms under HIPAA. Any inconsistency in the definition of a capitalized term shall be resolved in favor of a meaning that permits compliance with HIPAA.

SECTION 2
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees:

- 2.1 **Not to Use or Disclose Protected Health Information Unless Permitted.** Not to use, or further disclose, Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- 2.2 **Compliance with HIPAA.** To Comply with all Applicable obligations and requirements imposed upon Covered Entities (as that term is defined in 45 C.F.R. § 160.103) under HIPAA.
- 2.3 **Use Safeguards.** To use reasonable administrative, physical and technical safeguards, and comply, where applicable, with the HIPAA Security Regulations with respect to Electronic PHI, to prevent use or disclosure of the Protected Health Information other than as allowed by this Agreement or as otherwise Required by Law. Business Associate agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Safeguards shall include, but are not limited to,

requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary. Business Associate will maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities.

2.4 *Agent Reporting Requirement.* To require its employees, agents, and Business Associates to immediately report to Business Associate any use or disclosure of PHI in violation of this Agreement.

2.5 *Mitigation of Harmful Effects.* To cooperate with Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. In addition, Business Associate will cooperate with and implement any reasonable mitigation requests by Covered Entity relating to any actual or potential Breach or any attempted or successful Security Incident. Upon request, Business Associate will provide Covered Entity with a written report of its mitigation efforts.

2.6 *Notice of Use or Disclosure, Security Incident or Breach.* To notify the Covered Entity in writing of any use or disclosure of Protected Health Information by Business Associate, or any agent acting on Business Associate's behalf, not permitted by this Agreement or by law, and to report any Security Incident involving Electronic PHI, and any Breach of Unsecured Protected Health Information within three (3) business days.

(a) Business Associate shall provide the following information to Covered Entity within five (5) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than fifteen (15) calendar days from the date of discovery of a Breach:

- (i) the date of the Breach;
- (ii) the date of discovery of the Breach;
- (iii) a description of the types of Unsecured Protected Health Information that were involved;
- (iv) identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
- (v) any other details necessary to complete an assessment of the risk of harm to the Individual.

- (b) Business Associate shall also cooperate with Covered Entity in investigating such issues and assist Covered Entity in determining whether such uses, disclosures, or Security Incidents constitute a Breach of Unsecured PHI.
- (c) Business Associate shall report any uses or disclosures required to be reported under this Section 2.6 even if Business Associate deems the use or disclosure to be in good faith, unintentional, or inadvertent, or to have resulted in a low probability that the PHI has been compromised.

- 2.7 *Compliance of Business Associates.*** To require any Business Associates (as the term is defined in 45 C.F.R. § 160.103) to agree to the same restrictions and conditions that apply to Business Associate through this Agreement by entering into a written arrangement with its Business Associate that complies with 45 C.F.R. §§ 164.504 (e) and 164.314(a). If Business Associate becomes aware of a pattern of activity or practice of one of its Business Associates that would constitute a material breach or violation of the agreement between Business Associate and its Business Associate, Business Associate will (a) take reasonable steps to cure such breach or end the violation, as applicable, or terminate such written agreement, and (b) promptly report such material breach or violation to Covered Entity in writing.
- 2.8 *Access.*** To the extent that responsive information is in the possession of Business Associate, to provide access to PHI in a Designated Record Set to Covered Entity in the time and manner that meets the requirements of 45 CFR Section 164.524. In applying 45 CFR Section 164.524, in the case that Business Associate uses or maintains such information in an Electronic Health Record, Business Associate shall provide Covered Entity the information contained in such Electronic Health Record in an electronic format, as required by Section 13405(e) of HITECH.
- 2.9 *Amendments.*** To the extent that responsive information is in the possession of Business Associate, to incorporate any amendment(s) to Protected Health Information in the original Designated Record Set that Covered Entity directs, and in a time and manner that meets the requirements of 45 C.F.R. § 164.526.
- 2.10 *Disclosure of Practices, Books, and Records.*** Unless otherwise protected from discovery or disclosure by law or unless otherwise prohibited from discovery or disclosure by law, to make internal practices, books, and records available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations but only to the extent such access is related to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.11 *Accounting.*** To provide Covered Entity an accounting of the disclosures of Individuals' Protected Health Information by Business Associate, and in the time and manner that meets the requirements of 45 CFR Section 164.528 (including, without limitation, a disclosure

permitted under 45 C.F.R. § 164.512) and, as of the applicable effective dates, Section 13405(c) of HITECH and any regulations promulgated thereunder.

- 2.12 ***Release of Documentation of Disclosures.*** To provide to Covered Entity information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.13 ***Retention of PHI.*** To retain all documentation required by this Agreement for a period of six (6) years from the date of creation or when it was last in effect, whichever is later.
- 2.14 ***Minimum Necessary.*** To limit its uses and disclosures of, and request for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. § 164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.15 ***Prohibition on Sale of PHI and Marketing.*** To neither sell PHI nor use PHI in marketing unless requested to do so by Covered Entity in writing and such sale or marketing is permitted under HIPAA.
- 2.16 ***De-Identified Information.*** Not to de-identify PHI and use it, unless specifically directed to do so in writing by Covered Entity.
- 2.17 ***Other Obligations.*** To the extent that Business Associate is, pursuant to this Agreement, responsible for carrying out an obligation of Covered Entity on behalf of a Covered Entity under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligation.

SECTION 3 PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATES

Except as otherwise limited in the Agreement, Business Associate may:

- 3.1 ***Use of Protected Health Information for Specified Purposes.*** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity to the extent expressly permitted in any written services agreement between Covered Entity and Business Associate, or necessary for the Business Associate to fulfill his/her role as agreed upon between Parties, provided that such use or disclosure would not violate any applicable state or federal law or the HIPAA Privacy Regulations if done by Covered Entity (except as permitted below in Sections 3.2, 3.3 and 3.4).
- 3.2 ***Use of Protected Health Information for Covered Entity Management and Administration.*** Use Protected Health Information for its proper management and administration or to carry out its legal responsibilities.

- 3.3 **Disclosure Required by Law or with Reasonable Assurances.** Disclose Protected Health Information for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosures are Required by Law, or provided that the Business Associate obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed: 1) the Protected Health Information will remain confidential; 2) the Protected Health Information will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed; and 3) the person or entity will notify the Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached in accordance with Section 2.6 of this Agreement..
- 3.5 **Reporting Violations.** Use Protected Health Information to report violations of law to appropriate federal and state authorities as permitted by 45 C.F.R. § 164.502 (j)(1).

SECTION 4 TERM AND TERMINATION

- 4.1 **Term.** The Term of this Agreement shall be effective as of the 27th day of March 2018, and during the term of any applicable services agreement entered in to between Covered Entity and Business Associate. The Agreement shall terminate at the earliest occurrence of any of the following:
- (a) All applicable underlying services agreements between the Covered Entity and the Business Associate are terminated;
 - (b) This Agreement is terminated for cause as described in Section 4.2 below;
 - (c) The parties mutually agree to terminate this Agreement; or
 - (d) This Agreement is terminated under applicable federal, state, or local law.
- 4.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall notify Business Associate of its knowledge of such breach and shall have the right, but not the duty, to immediately terminate this Agreement and any applicable underlying services agreements. Such termination shall take effect within a reasonable period of time after written notice from Covered Entity to Business Associate that this Agreement and any applicable underlying services agreements are being terminated, absent extraordinary circumstances; provided, however, that the obligations imposed on Business Associate under this Agreement shall continue until the date when all PHI held by Business Associate is destroyed, returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with Section 4.4 below. In lieu of immediate termination, Covered Entity may, but does not have the duty to, provide Business Associate with an opportunity to cure the breach or end the violation within thirty (30) days.

4.3 *Reports to Department of Health and Human Services.* If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

4.4 *Effect of Termination.* Upon termination of this Agreement for any reason, Business Associate shall return or destroy, at Covered Entity's election, all Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, as well as the documentation required by 45 C.F.R. § 164.530(j)(l) (all of which shall be collectively referred to as Protected Health Information for purposes of this Section 4.3). Business Associate shall retain no copies of such Protected Health Information.

(a) In light of the foregoing, if return or destruction is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible, Business Associate shall:

- (i) Retain only that Protected Health Information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (ii) Extend the protections of this Agreement to all retained Protected Health Information, continue to use appropriate safeguards, and comply with the Security Rule with respect to ePHI in order to prevent use or disclosure of the retained Protected Health Information for as long as Business Associate retains the Protected Health Information.
- (iii) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth in Section 3 of this Agreement that applies prior to termination; and
- (iv) Destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

In the event that it becomes feasible to do so, Business Associate will destroy any remaining protected Health Information that Business Associate maintains in any form.

(b) These provisions shall apply to Protected Health Information that is in the possession of Business Associates or agents of Business Associate.

(c) Any Protected Health Information that Business Associate destroys shall be destroyed in accordance with HIPAA.

SECTION 5 MISCELLANEOUS PROVISIONS

- 5.1 *Regulatory References.*** A reference in this Agreement to a section in HIPAA means the Section in effect or as amended, and for which compliance is required.
- 5.2 *Amendment.*** The Business Associate agrees to take such action as is necessary to amend this agreement from time to time as is necessary, as determined by the Covered Entity, and for compliance with the requirements of HIPAA. Should the Business Associate amend its own privacy policies, it shall notify the Covered Entity to the extent that any modification may affect the Covered Entity's use or disclosure of PHI.
- 5.3 *Survival.*** The rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 *Interpretation.*** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.
- 5.5 *No Third Party Beneficiary.*** Except for the right of the Secretary or their designee to inspect under Section 2.10 of this Agreement, nothing in this Agreement shall be interpreted to give any right of any kind to any person other than the Covered Entity, and there are no third-party beneficiaries intended under this Agreement.
- 5.6 *Entire Agreement.*** This Agreement sets forth the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter of this agreement.
- 5.7 *Independent Contractor.*** Business Associate and Covered Entity are and shall remain independent contractors throughout the effective term of this Agreement. Nothing in this Agreement shall be construed to constitute the creation of a partnership, joint venture, agency relationship, or anything other than an independent contractor relationship between the Parties.
- 5.8 *Notices and Communications.*** All instructions, notices, consents, demands, or other communications required by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 5.9** *Strict Compliance.* No failure by any Party to insist upon strict compliance with any term of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute waiver of, any Party's rights to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 5.10** *Severability.* Should any provision of this Agreement be determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this agreement, but every other provision of this Agreement shall remain in full force and effect.
- 5.11** *Indemnification.* Business Associate shall indemnify and hold the Covered Entity, its employees, officers, directors and agents harmless, from and against, any and all liabilities, claims, actions, penalties, or other monetary amounts assessed against them due to Business Associate's breach of the terms of this Agreement.
- 5.12** *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement on the dates set forth below, to be effective as of the Effective Date established in Section 4.1 of this Agreement.

Covered Entity:

Date: _____

**Caleb Hudson, President
Jefferson County Commission**

Business Associate:

Date: _____

**Jeffrey D. Estep, Assistant Director
Justice and Community Services Section**

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:		
Address:		
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No		
DUNS Number:	Vendor Number (only if direct recipient)	
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	
Section A—Declaration Claiming Complete Exemption from the EEO Requirement		
<i>Please check all the following boxes that apply.</i>		
<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.
I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.		
I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.		
<i>If recipient sub-grants a single award over \$500,000, in addition, please complete Section D</i>		
_____ <i>Print or Type Name and Title</i>	_____ <i>Signature</i>	_____ <i>Date</i>
Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review		
<i>If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):</i>		
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:		
_____ [organization],		
_____ [address].		
_____ <i>Print or Type Name and Title</i>	_____ <i>Signature</i>	_____ <i>Date</i>
Section C—Declaration Stating that an EEO Short Form Has Been Submitted to the Office for Civil Rights for Review		
<i>If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEO Short Form to the OCR for review.</i>		
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.		
<i>If recipient sub-grants a single award over \$500,000, in addition, please complete Section D</i>		
_____ <i>Print or Type Name and Title</i>	_____ <i>Signature</i>	_____ <i>Date</i>

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Grant Contract Checklist

- Signed grant contract agreement
- Affected resolution, if necessary
- Signed and dated Standard Conditions & Assurances
- Signed and dated Special Conditions & Assurances
- Completed DOJ Certifications
- Completed EEOP Form
- Completed revised budget pages to match award amount, if necessary
- Signed Schedule of Payments
- Signed and dated all four (4) quarterly Request for Funds
- Signed and dated Business Associate Agreement (BAA)



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

Place of Performance (Street address, city, county, state, zip code)

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
WEST VIRGINIA COMMUNITY CORRECTIONS GRANT PROGRAM
SPECIAL CONDITIONS & ASSURANCES**

- 44. PUBLIC AVAILABILITY OF INFORMATION:** The sub-grantee agrees to comply with the terms and conditions of pertinent federal and state freedom of information acts, and to require its contractors to comply with these requirements.
- 45. CONSULTANTS/CONTRACTS:** No contract or agreement may be entered into by the sub-grantee for the execution of project activities or provision of service that is not incorporated in the approved grant, and without prior written approval of JCS. Grant approval by JCS does not constitute consultant/contract approval.
- 46. REPORTING OF IRREGULARITIES:** Sub-grantees are responsible for reporting promptly to JCS the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action.
- 47. VEHICLE PROCUREMENT:** Applicants purchasing vehicles with West Virginia Community Corrections funds are required to adhere to the established bidding procedures for their respective units of government. To ensure reputable vendors are obtained, applicants may consider utilizing the current applicable state contract.
- 48. COMMUNICATION EQUIPMENT:** All portable communication equipment purchased utilizing West Virginia Community Corrections funds must be compatible with programmable hand-held units, available through purchase via state contract.
- 49. OFFENDER INFORMATION SYSTEM (OIS) and the SUPREME COURT OF APPEALS OF WEST VIRGINIA'S OFFENDER CASE MANAGEMENT SYSTEM (OCMS):** The applicant shall agree to utilize the OIS database to input all participants regardless of referral source including, but not limited to, probation, parole, and Treatment Supervision cases. Additionally, the applicant shall agree to utilize the OCMS database to input all drug court participants. Non-criminal justice participants, such as those referred by the West Virginia Department of Health and Human Resources (DHHR), should **not** be entered into either database.
- 50. BUSINESS ASSOCIATE AGREEMENT AND AUTHORIZATION FOR THE RELEASE OF PROTECTED MEDICAL INFORMATION:** The applicant shall agree to execute a HIPAA Business Associate Agreement with Justice and Community Services for OIS data entry. The agreement will be sent to applicants annually and must be signed by the Authorized Official. Additionally, the applicant agrees to utilize a release of information form prior to entering participants into OIS.
- 51. LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY (LS/CMI) AND MOTIVATIONAL INTERVIEWING (MI):** The applicant agrees to utilize the online LS/CMI assessment

instrument as required by the WV Community Corrections Subcommittee for all LS/CMI's conducted on cases that are not entered into the WVSCA OCMS.

All DRC staff who conduct LS/CMI assessments and/or work directly with offenders will complete both the Effective Practices in Community Supervision (EPICS) and Motivational Interviewing trainings in accordance with all JCS Office of Research and Strategic Planning (ORSP) requirements.

- 52. **QUALITY ASSURANCE:** All DRC staff certified on the LS/CMI will participate in the Quality Assurance for Treatment Intervention Programs and Supervision (QA-TIPS) program through the ORSP.

All DRC directors and staff will register with the Online Learning Management System (OLMS) and utilize the system for course registration and certification tracking as instructed by the ORSP.

- 53. **JUSTICE REINVESTMENT INITIATIVE TRAINING AGENDA:** All DRC Directors, staff, and DRC contractors responsible for the delivery of group interventions will be certified in the Cognitive Behavioral Intervention for Substance Abuse (CBI-SA) and Thinking for a Change (T4C) curricula at the earliest opportunity and as seats are available. For information on the trainings offered, please contact the ORSP.

- 54. **REFERRALS TO STATE RECOVERY RESIDENCES:** The applicant shall agree to comply with West Virginia Code §16-54-3. When referring participants to statewide recovery residences, programs must ensure that the recovery residence holds a valid certificate of compliance. A list of certified residences is maintained by the West Virginia Alliance of Recovery Residences (WVARR).

- 55. **QUARTERLY MEETINGS:** The applicant shall agree to have in attendance the Project Director and/or Program Director at quarterly meetings. These meetings will be located throughout the State. Each Community Corrections program will host a quarterly meeting, with a listing of the host sites being published by JCS with each new funding cycle. When hosting a meeting it is the responsibility of the Program Director to make all necessary contacts, set the agenda, and facilitate the meetings.

- 56. **ADDITIONAL SPECIAL CONDITIONS AND ASSURANCES:** The Community Corrections Subcommittee may add additional special conditions and assurances after a submitted proposal application has been reviewed by the Subcommittee. Program approval and funding approval may be contingent on the applicant agreeing to comply with the additional special conditions and assurances.

To the best of my knowledge the applicant has and will comply with all of the attached Special Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
WEST VIRGINIA COMMUNITY CORRECTIONS GRANT PROGRAM
SPECIAL CONDITIONS & ASSURANCES**

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To the best of my knowledge the applicant has and will comply with all of the attached Special Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

RESOLUTION

The **Commission** of **Jefferson County** met on _____ (date) with a quorum present and passed the following resolution.

Be it resolved that the **Commission** hereby authorizes **Caleb Hudson, President** of the **Jefferson County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Community Corrections Grant Program.

Signed: _____
County Clerk



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

- 1. LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
- 2. LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.
- 3. RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
- 4. COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by

letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.

6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
 - Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.

7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
 - Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.

8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be commingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other

documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

- 36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
- 37. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
- 38. NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
- 39. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
- 40. VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

have in place a mechanism ensuring that veterans are given consideration in the hiring process.

41. **IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
42. **POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
43. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Rebecca Hall

Department or Organization: **Prosecuting Attorney's Office Victim Assistance Program**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Approval to hire Part Time Victim Advocate, Melissa Segura.

Please provide the County Commission with a description of your request or presentation, including any background information:
Requesting the County Commission's approval to hire Part-Time Victim Advocate, Melissa Segura (resume attached). This position is 100% VOCA grant funded.

Is this a funding request? 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*):

Approval of hiring of Part Time Victim Advocate, Melissa Segura.

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

If not attached, explain:

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

Contact information: Rebecca Hall

Email address: rhall@jeffersoncountywv.org

Phone Number: 304-725-6550

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Melissa Segura
527 South Mildred Street
Charles Town, WV 25414
melissasegura@gmail.com
703-338-0861

Experience **Interpreter (Spanish)**
Eastern Panhandle Empowerment Center/Jefferson and Berkeley Courts
Charles Town and Martinsburg, West Virginia

Work with Empowerment Center outreach workers to provide language interpretation for Spanish speaking clients with law enforcement, counselors, and therapists. Assisted clients in need of assistance due to domestic violence, mental health and other issues as they applied for court orders and legal aid. Orally interpret court hearings and proceedings as well as interviews with defendants, victims, attorneys, victims advocates and law enforcement.

Bilingual Probation Officer
Loudoun County Community Corrections
Leesburg, Virginia

Conducted interviews with adult offenders and thoroughly investigated personal history, background and environment. Reported findings to court and made appropriate recommendations on dispositions. Met routinely with probationers in order to determine effectiveness of supervision and compliance with court orders. Referred probationers to social service and mental health programs for assistance in rehabilitation. Worked with victims advocates to ensure successful and complete restitution. Enforced court orders and recommended revocation of probation and/or modifications of court orders as necessary.

Bilingual Outreach Worker
Fairfax YMCA Resource Mothers Program
Fairfax, Virginia

Conducted intake interviews of at risk pregnant and parenting adolescents and their families in order to assess individual needs. Referred clients to appropriate social service programs, assisting with the application process.

Education **B/A Spanish Literature**
Universidad Complutense, Madrid, Spain, 1995

References Available upon request

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin
Department or Organization: Engineering
Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 16, 2022
If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)
Date Requested – 2nd Choice: July 7, 2022 [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*): Partial Construction Bond Release for Lutman Land Development, LLC – Milton’s Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD).

Please provide the County Commission with a description of your request or presentation, including any background information: Partial release of construction bond security for Lutman Land Development, LLC – Milton’s Landing Subdivision, Lot 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD) – Letter of Credit #6004215 with CNB Bank, Falling Waters, WV.

Is this a funding request? Y/NO
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*):
I authorize a partial release of \$715,484.00 from the construction bond for Lutman Land Development, LLC – Milton’s Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD).

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

Construction Bond Release Letter
Bond Release Request Report
Site Map

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text](#)

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received 05 / 05 / 2022

J.C.P.C. File No 21 - 22-SD

Consultant/Engineer/Firm Name: INTEGRITY FEDERAL SERVICES

Mailing Address 190 S QUEEN ST.

City MARTINSBURG State WV Zip 25401

Contact Person AND GOWART Phone 304-725-8456

Project/Subdivision Name MILTON'S LANDING

Section/Phase: _____ Lots: _____

Review Comments:

The bond release/reduction is Approved as Submitted _____ The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use

Comments: WORK DENOTES APPEAL TO BE COMPLETE

Approved for:
 Bond Reduction
 By [Signature] 05/27/2022
County Engineer Da

Original Bond Amt \$ 2,580,543.00 + 15% Cont \$ 387,081.00 = Total Original Bond Amt \$ 2,967,625.00

Total Current Bond Amount \$ 2,967,625.00

Cost of Work Remaining \$ 1,958,383.00 + Contingency Amount \$ 293,750.00

= Approved for Revised Bond Amount \$ 2,252,141.00

Reviewed By: JOSEPH W. KENT [Signature] Title L.D.I.

Signature [Signature] Date 05 / 27 / 2022

June 16, 2022

Mr. Kevin L. Starliper, Senior Vice President/Chief Lending Officer
CNB Bank
1231 TJ Jackson Drive
Falling Waters, West Virginia 25419

RE: Irrevocable Letter of Credit #6004215 dated February 15, 2022, Construction Bond
Surety for Lutman Land Development, LLC – Milton's Landing Subdivision, Lots 1-16,
Lots 18-50 & SWM Lot 17 (File #21-22-SD).

Dear Mr. Starliper:

The Jefferson County Commission authorizes a partial release of \$715,484.00 from the construction bond amount for Lutman Land Development, LLC – Milton's Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #21-22-SD) for a new construction bond amount of \$2,252,141.00. This project is located just west of Charles Town on Route 13 Summit Point Road. Work remaining to be completed is not limited to the following:

1. Earthwork
2. Grading & paving
3. Storm water management systems & bio-retention basins
4. Miscellaneous site work

In summary, you are hereby authorized to reduce the amount of the above referenced Irrevocable Letter of Credit, originally issued in amount of \$2,967,625.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Caleb Hudson, President
Jefferson County Commission

cc: Mr. Paul J. Raco
P. J. Raco Consulting, LLC
PO Box 548
Charles Town, WV 25414
Department of Engineering, Planning & Zoning
Office of Engineering

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice:

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

- Review and Approval of FY2022 State Budget Revision 7 for the General Fund
- Set Date for next ARPA Meeting
- Review and Approval of Revised FY23 Grade Scale with 2.5% COLA, effective 7/1/22
- Review and Approval of Ambulance, equipment and supplies Purchase

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

- FY2022 State Budget Revision 7 for the General Fund-Attached which has already been approved by the PVC for the Assessor's Valuation Fund.
- Set Date for ARPA meeting in July 2022.
- On May 19, 2022 the Commission approved the revision of the FY23 COLA for employees from 1.0% to a 2.5%. Based on established procedures, any approved COLA adjustment would also be applied as an overall adjustment to the County's grade scale. Attached is the previously approved FY23 grade scale that included an increase over FY22's grade scale of 1.0% (4.0% for Deputy 1). Additionally, the proposed grade scale is attached and it reflects a 2.5% COLA applied to all grades except Deputy level 1. The increase of 2.5% is an increase over FY22's grade scale. The Commission previously approved a 4.0% increase to the Deputy level 1; therefore, no additional adjustment was made to that grade level. The proposed scale will become effective on 7/1/2022.
- Review and approval of the purchase of Type I-4WD Ambulance (Requisition 22067), related equipment and supplies from Bakerton Volunteer Fire Department in the amount of \$220,000. Funding is recommended to be provided from the ARPA Grant fund as this public safety equipment is an eligible ARPA grant expense.

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

If so, how much? \$ *NA*

Provide exact financial impact/request:

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

- Motion to accept FY22 State Budget Revision 7 for the General Fund
- Motion to approve the revised FY23 grade scale with a 2.5% COLA over FY22, effective on July 1, 2022.
- Motion to approve Requisition 22067 for the purchase of an Ambulance, equipment and supplies in the amount of \$220,000 funded by ARPA Grant funds.

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

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415ext 5114
 Fax: 304-340-5090
 Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER
 FY 2022
 Fund 1
 Rev No 7
 Pages _____

Jefferson County Commission
 GOVERNMENT ENTITY

Person To Contact Regarding Request: P.O. Box 250
 Name: **Michelle Gordon** STREET OR PO BOX COUNTY
 Phone: **304-724-8425** Government Type
 Fax: **304-724-5611** Charles Town 25414
 Email: mgordon@jeffersoncountywv.org CITY ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
399	Transfers Assessors Valuation Fund	563,493	8,000		571,493
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 8,000

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
407	Assessor's Valuation Fund	563,493	8,000		571,493
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 8,000

APPROVED BY THE STATE AUDITOR

BY: _____ Date _____
 Deputy State Auditor, Local Government Services Div.

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 16th Day of June 2022, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on **Fiscal Year 2022 budget revision number #7 to the General County Fund**, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by

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

Clare Ath	_____
Jane M. Tabb	_____
Caleb Hudson	_____
Stephen Stolipher	_____
Tricia Jackson	_____

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

Caleb Wayne Hudson, President
Jefferson County Commission

Jefferson County, West Virginia
Department of Financial Management
Budget Revision for Fiscal Year Ending June 30, 2022
Internal Budget Revision
IRB #_407_____

Narrative:

Need to transfer \$8,000 out of the Assessor's Valuation 056 (101-110) Personal Services to the General Fund 407 Assessor's Valuation.

Budget Line No.	Account Name	Approved Budget	Requested Additions	Requested Reduction	Revised Budget
001407 410802	PART TIME / EXTRA HE	20,000	8,000		28,000
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
Totals		20,000	8,000	0	28,000

IBR Prepared by: _____

Approved by:(department head/elected): _____

Date: _____

Reviewed by: _____ **Date:** _____

Date Submitted to County Commission: _____

Date Approved: _____

Authorizing Signature: _____

Michelle Gordon

From: Angela Banks
Sent: Thursday, March 31, 2022 12:40 PM
To: Michelle Gordon
Subject: RE: Budget Revision
Attachments: Budget Revision 407 2022.xlsx; DOC008.pdf

I have attached what I need to do for the 407. I am expecting to have Paula (one of the part-time employees) to come back in between April & the end of June to fill in as needed.

I have attached a copy of budget revision for the 056 approved by the PVC last October.

I did not print out the 407 budget revision to sign it. I want you to look at it first.

Best Regards,

*Angela L. Banks
Assessor of Jefferson County
104 E Washington St.
Charles Town WV 25414*

304-728-3225 Direct Phone

Notice of Confidentiality:

The information contained in this email message is intended for the use of the individual or entity named above and may contain information that is privileged, confidential, exempt or protected from disclosure by law. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copy of the communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy all content and attachments included with the original message.

From: Michelle Gordon <mgordon@jeffersoncountywv.org>
Sent: Thursday, March 31, 2022 11:48 AM
To: Angela Banks <abanks@jeffersoncountywv.org>
Subject: Re: Budget Revision

Ok. I didn't think you needed PVC approval. I am handling it. Do you need an internal budget revision form? I can send it to you tonight. If you have one, I'll get it entered tonight.

Michelle Gordon
Finance Consultant
Jefferson County
304.725.8425

On Mar 31, 2022, at 11:43 AM, Angela Banks <abanks@jeffersoncountywv.org> wrote:

Ok. I do not need the PVC approval because they don't look at the individual lines. They just look at the total salaries and benefits under personal services.

So who does this now? Are you still doing it or is it our leaving CFO (may already be gone) or our County Administrator?

Angie

From: Michelle Gordon <mgordon@jeffersoncountywv.org>

Sent: Thursday, March 31, 2022 11:38 AM

To: Angela Banks <abanks@jeffersoncountywv.org>

Subject: Re: Budget Revision

This just needs an internal budget revision as long as you don't need/already have PVC approval. It does not require a state budget revision.

Michelle Gordon
Finance Consultant
Jefferson County
304.725.8425

On Mar 31, 2022, at 10:56 AM, Angela Banks <abanks@jeffersoncountywv.org> wrote:

I need a budget revision done for the 001407 410802 Part time/ extra help.

What do I need to do for this? Does the state auditor need to approve it? Our county is in a mess.

See attached.

Best Regards,

*Angela L. Banks
Assessor of Jefferson County
104 E Washington St.
Charles Town WV 25414*

304-728-3224 Phone

Notice of Confidentiality:

The information contained in this email message is intended for the use of the individual or entity named above and may contain information that is privileged, confidential, exempt or protected from disclosure by law. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copy of the communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy all content and attachments included with the original message.

CHAIRMAN, PROPERTY VALUATION TRAINING
AND PROCEDURES COMMISSION
1124 SMITH ST RM 211
CHARLESTON WV 25301
FAX #: 304-658-1843

REQUEST FOR REVISION TO APPROVED BUDGET

PERSON TO CONTACT
REGARDING BUDGET REVISION

Name: Angela Banks
Phone: 304-728-3224
Fax: _____

Jefferson
COUNTY
104 E Washington St
ADDRESS
Charles Town WV 25414
CITY STATE ZIP

What accounts?

REVENUES:

ACCOUNT CATEGORY	(A)APPROVED AMOUNT	(B)DEBIT (INCREASE)	(C)CREDIT (DECREASE)	REVISED AMOUNT
299-Unenumerated Fund	201,751	351,111		552,862
331-County Clerk's Earnings				0
338-Map Sales				0
365-Interest Earned				0
380-Approved Valuation				0
				0
				0

Net Increase (Decrease) 351,111

EXPENDITURES:

ACCOUNT CATEGORY	(A)APPROVED AMOUNT	(B)DEBIT (DECREASE)	(C)CREDIT (INCREASE)	REVISED AMOUNT
(101-110) Personal Serv	621,583		15,000	636,583
(211-240) Contractual Ser	58,000		92,111	150,111
(341-383) Commodities	103,796		100,000	203,796
(459) Capital Outlay	100,000		144,000	244,000
(459) Reserved Cap Out				0
(699) Contingencies				0
(986-977) Capital Projects				0

Net Increase (Decrease) 381,111

EXPLANATION OF HOW MONIES WILL BE SPENT (please specify by account category).
101-110 Part time employees & overtime
211-240 Training, Prof. Serv. & contracts to help with IAS World implementation. Auto supplies, mapping & appraising software.
459 Replace vehicles, add new computers, tablets or chrome books for the vehicles.

PROPERTY VALUATION TRAINING AND PROCEDURES COMMISSION
REC'D 10-27-2021 BY Christina Jusley
[Signature]
APPROVED BY CHAIRMAN, PVPTC

Angela Banks 10-22
ASSESSOR'S SIGNATURE DATE 2021

PLEASE NOTE. SUBMIT ORIGINAL TO CHAIRMAN "PVC" AND RETAIN A COPY FOR YOUR RECORDS

Dave Hardy
Secretary of Revenue



Matthew Irby
State Tax Commissioner

STATE TAX DEPARTMENT

December 29, 2021

Ms. Angela Banks
Assessor of Jefferson County
Jefferson County Courthouse
104 E Washington Street
Charles Town, WV 2514

Dear Assessor Banks:

The Property Valuation Training and Procedures Commission, at its December 16, 2021 meeting, approved the requested revision(s) to your County Valuation Fund Budget for FY2021-2022.

A copy of the approved budget revision(s) is enclosed. It should be retained with your copy of the *Valuation Fund Budget Document*.

Should you have questions or require additional information regarding valuation budgets, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael White".

Michael White, Chairman
Property Valuation Training
and Procedures Commission

MW/ct

Attachment

Jefferson County Government FY2022-2023 Annual Salaries Effective 7/1/2022

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

2.5% COLA, 4.0% COLA-1DEP Only, and 5.0% Merit FY23

Revised 06-16-2022

New Grade	Bi-Wkly Hrs	Annual Minimum	Annual Maximum	New Range	Per Hour Minimum	Per Hour Maximum	% Between Grades
1	70	22,751	36,401	60.0%	12.5010	20.0016	
	80	26,002	41,603	60.0%	12.5010	20.0016	
2	70	28,305	45,288	60.0%	15.5519	24.8830	24.4%
	80	32,347	51,755	60.0%	15.5519	24.8830	24.4%
4	70	33,857	54,171	60.0%	18.6027	29.7644	8.9%
	80	38,693	61,908	60.0%	18.6027	29.7644	8.9%
5	70	39,409	63,054	60.0%	21.6531	34.6450	16.4%
	80	45,038	72,060	60.0%	21.6531	34.6450	16.4%
6	70	45,638	73,020	60.0%	25.0758	40.1214	15.8%
	80	52,158	83,452	60.0%	25.0758	40.1214	15.8%
7	70	49,058	78,492	60.0%	26.9552	43.1283	7.5%
	80	56,066	89,705	60.0%	26.9552	43.1283	7.5%
8	80	72,724	116,358	60.0%	34.9638	55.9421	29.7%
9	80	83,831	134,129	60.0%	40.3036	64.4859	15.3%
10	80	106,040	169,664	60.0%	50.9809	81.5695	26.5%

Jefferson County Sheriff's Deputies

DEPUTY	Uncertified	Certified	Annual Minimum	Annual Maximum	New Range	Per Hour Minimum	Per Hour Maximum	% Between Grades
	45,950	49,626	51,254	76,881	50.0%	22.0915	23.8588	
						24.6415	36.9622	11.5%
CORPORAL			55,932	83,898	50.0%	26.8904	40.3357	9.1%
SERGEANT			61,349	92,023	50.0%	29.4948	44.2423	9.7%
LIEUTENANT			66,767	100,151	50.0%	32.0997	48.1496	8.8%
CAPTAIN			72,042	108,063	50.0%	34.6356	51.9534	7.9%
CHIEF DEPUTY			77,600	116,401	50.0%	37.3080	55.9620	7.7%

2.5% COLA (Corp-Chief Dep), 4.0% COLA (Deputy Only) and 5.0% Merit FY23

Jefferson County Government FY2022-2023 Annual Salaries Effective 7/1/2022

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

1.0% COLA, 4.0% COLA-1DEP Only, and 5.0% Merit FY23

Revised 02-24-2022

New Grade	Bi-Wkly Hrs	Annual Minimum	Annual Maximum	New Range	Per Hour Minimum	Per Hour Maximum	% Between Grades
1	70	22,418	35,868	60.0%	12.3181	19.7089	
	80	25,621	40,993	60.0%	12.3181	19.7089	
2	70	27,891	44,625	60.0%	15.3243	24.5189	24.4%
	80	31,874	50,998	60.0%	15.3243	24.5189	24.4%
4	70	33,362	53,379	60.0%	18.3305	29.3288	8.9%
	80	38,127	61,003	60.0%	18.3305	29.3288	8.9%
5	70	38,832	62,131	60.0%	21.3362	34.1380	16.4%
	80	44,379	71,006	60.0%	21.3362	34.1380	16.4%
6	70	44,970	71,952	60.0%	24.7089	39.5342	15.8%
	80	51,394	82,230	60.0%	24.7089	39.5342	15.8%
7	70	48,340	77,344	60.0%	26.5607	42.4972	7.5%
	80	55,246	88,393	60.0%	26.5607	42.4972	7.5%
8	80	71,660	114,656	60.0%	34.4521	55.1234	29.7%
9	80	82,604	132,166	60.0%	39.7138	63.5422	15.3%
10	80	104,488	167,180	60.0%	50.2348	80.3758	26.5%

Jefferson County Sheriff's Deputies

	Uncertified	Certified					
DEPUTY	45,950	49,626	51,254	76,881	50.0%	22.0915	23.8588
						24.6415	36.9622
							11.5%
CORPORAL			55,113	82,670	50.0%	26.4969	39.7454
SERGEANT			60,451	90,677	50.0%	29.0632	43.5948
LIEUTENANT			65,790	98,685	50.0%	31.6299	47.4449
CAPTAIN			70,987	106,481	50.0%	34.1287	51.1931
CHIEF DEPUTY			76,465	114,697	50.0%	36.7620	55.1430

1.0% COLA (Corp-Chief Dep), 4.0% COLA (Deputy Only) and 5.0% Merit FY23



Bill To
COUNTY COMMISSION
124 EAST WASHINGTON ST
PO BOX 250
CHARLES TOWN, WV
25414
INFO@JEFFERSONCOUNTYWV.ORG

Requisition 00022067-00 FY 2022

Acct No:
207996.445900
Review:
Buyer:
Status: Allocated

Vendor 33-1130831
BAKERTON VOLUNTEER FIRE DEPARTMENT
891 CARTER AVE

HARPERS FERRY, WV 25425

Ship To
COUNTY COMMISSION
124 EAST WASHINGTON ST
PO BOX 250
CHARLES TOWN, WV 25414
INFO@JEFFERSONCOUNTYWV.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	011153	06/16/22			COUNTY COMMISSION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RFP due by 6/8/22			
001	TYPE I-4WD Ambulance from Bakerton and related equipment	1.00 EACH	154911.00000	154911.00
	1 207996.445900		154911.00	
002	MONITOR	1.00 EACH	27188.00000	27188.00
	1 207996.445902		27188.00	
003	STRETCHER	1.00 EACH	17072.00000	17072.00
	1 207996.445902		17072.00	
004	STAIR CHAIR	1.00 EACH	2428.00000	2428.00
	1 207715.434100		2428.00	



Bill To
 COUNTY COMMISSION
 124 EAST WASHINGTON ST
 PO BOX 250
 CHARLES TOWN, WV
 25414
 INFO@JEFFERSONCOUNTYWV.ORG

Requisition 00022067-00 FY 2022

Acct No:
 207996.445900
 Review:
 Buyer:
 Status: Allocated

Vendor 33-1130831
 BAKERTON VOLUNTEER FIRE DEPARTMENT
 891 CARTER AVE

 HARPERS FERRY, WV 25425

Ship To
 COUNTY COMMISSION
 124 EAST WASHINGTON ST
 PO BOX 250
 CHARLES TOWN, WV 25414
 INFO@JEFFERSONCOUNTYWV.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	011153	06/16/22			COUNTY COMMISSION

LN	Description / Account	Qty	Unit Price	Net Price
005	SUPPLIES / SMALL EQUIPMENT	1.00	14369.00000	14369.00
		EACH		
1	207715.434100		14369.00	
006	SUPPLY ROOM INVENTORY	1.00	4032.00000	4032.00
		EACH		
1	207715.434100		4032.00	

[Requisition Link](#)

Requisition Total 220000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
207715.434100	20829.00	.00
AMBULANCE AUTHORITY		
207996.445900	154911.00	.00
AMBULANCE AUTHORITY CAP OUTLAY		
207996.445902	44260.00	.00
AMBULANCE AUTHORITY CAP OUTLAY		
MATERIALS AND SUPPLIES		
CAPITAL OUTLAY-EQUIPMENT		
EQUIPMENT-OTHER /NON-VEHICLES		



Name: **Nathan Cochran**

Department or Organization: **Prosecuting Attorney's Office**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice: **July 7, 2022**

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

- 1. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, including bonding, comprehensive plan, and related matters. Discussion of public hearing on proposed text amendment, review and consideration of amendment text, adoption of amendment and/or modification of amendment text and/or Planning Commission review. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C-33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6 and WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731.**
- 2. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.**
- 3. 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).**

Is this a funding request? **No**

If so, how much? **N/A**

Provide exact financial impact/request:

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: John Nissel, County Administrator

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice:

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

📌 Discussion of Policy 319 – Financial System Access and Approval Policy

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

not applicable

<i>Jefferson County Policies & Procedures</i>			
Policy Name:	Financial System Access and Approval Policy	Approved:	12-02-2021
Policy Number:	319	Author:	Grove
Associated:			

1. PURPOSE

To establish sound internal controls for access to the County’s financial system. Certain County employees and other individuals connected with Jefferson County Government must have administrator/system access to the County’s Tyler Financial system to allow the County government to operate in an efficient and effective manner. This policy is necessary to minimize the risks associated with granting access to the County’s financial system.

2. AUTHORITY

The County Clerk and the County Commission (this team is referred to as “County”) shall be responsible for the implementation, interpretation, and enforcement of this policy. The County shall issue, maintain and update any procedure, control and form needed to ensure compliance with this policy and any West Virginia and Federal law.

3. DEFINITIONS

3.1 Access Privileges means systems permission associated with an account, including permissions to access or change data, to process transactions, create or change settings, etc.

3.2 Administrator Account or Administrative account means user accounts with privileges that have advanced permissions above a regular user’s abilities on the Tyler Financial System that are necessary for the administration of the system. An administrator account can authorize the creation of new users, change account permissions, and modify security and other system performance settings.

3.3 Authorized Requestor is a Jefferson County Elected Official or Jefferson County Department Head who is responsible for requesting access to the Tyler Financial System on behalf of the users in a particular county office.

3.4 Least privilege means users or resources will be provided with the minimum privileges necessary to fulfill their roles and responsibilities.

3.5 Significant Change means any change in access privileges, a change to administrative procedures or processes, a change in system performance settings, or a change in workflow other than workflow changes on the departmental level.

3.6 Designee means an employee who is authorized to provide the approvals enumerated in this policy. All designees shall be appointed in writing, which writing shall indicated whether the employee is a permanent or temporary designee.

3.6.1 A Permanent Designee is an employee who has been permanently authorized to

act on behalf of an official.

3.6.2 A Temporary Designee is authorized to act on behalf of an official on a temporary basis in the event of a position vacancy or absence. Such delegation shall only be in effect for the period necessary to cover the absence/vacation and shall not exceed six months.

3.7 Tyler Financial System is defined as the Accounts Payable and Payroll modules of the Tyler/Munis system.

3.8 Users are all employees, consultants, or contractors who are authorized to access the Tyler Financial System, including, but not limited to, employees with administrative accounts

4. SYSTEM ACCESS

4.1. The Clerk of the County Commission, the IT Director, and the Finance Director shall all have administrative access to the Tyler Financial System.

4.2. All access requests must originate from an Authorized Requestor or designee and must be approved in writing by the Clerk of the County Commission or her designee before a new user can be added to the Tyler Financial System.

4.3. Access to specific system functions shall be consistent with each user's scope of employment and shall be granted on a least-privileges basis.

5. CHANGE IN ACCESS PRIVILEGES OR SYSTEM PERFORMANCE SETTINGS

5.1. Any significant change must be requested in writing and approved in writing by the Clerk of the County Commission or her designee before those changes can be implemented by another user with administrative access.

5.2. Requests for significant changes can only be requested by a user with an administrator account.

6. AUDIT

6.1. The Clerk of the County Commission shall have the ability at any time to request a log of any user's activity to determine if all users have adhered to the procedures contained in this policy.

6.2. Each year, the Clerk of the County Commission, Authorized Requestors, and Administrative users shall review the list of users and their associated access for appropriateness.

7. Policy Violations

Employees who are suspected of violating this policy may be placed on a paid or unpaid administrative leave during the course of an investigation. Employees found to have violated or to have participated in a violation of this policy shall be subject to disciplinary action up to and including termination.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice:

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

↓ Discussion of Ambulance Services, including potential action regarding composition and structure of county EMS services, Jefferson County Emergency Services Agency, including the utilization, scheduling, and compensation of employees, the utilization of volunteers, acquisition and distribution of ambulance resources, and implementation of Fitch recommendations.

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Commissioner Jackson

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice:

If a specific date is needed, please provide reason for specific date: 6/16/2021

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Reconsider the proposed text amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01, to allow Solar Energy Facilities to process as a Principal Permitted Use in areas located inside the Urban Growth Boundary and Preferred Growth Area as delineated on the Future Land Use Guide in the County's Comprehensive Plan; and as a Conditional Use in areas outside of the Urban Growth Boundary and Preferred Growth Area. 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. Discussion and possible 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*):

Move that the Commission accept and adopt the solar text amendment as presented by the Planning Commission and that the text amendment is consistent with the county's comprehensive plan that includes provisions to allow Solar Energy Facilities to process as a Permitted Use on parcels located within the Urban Growth Boundary and Preferred Growth Area as identified on the Future Land Use Guide in the Envision Jefferson 2035 Comprehensive Plan and includes provisions to allow Solar Energy Facilities to process as a Conditional Use on parcels located outside of the Urban Growth Boundary and Preferred Growth Boundary.

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice:

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

± Discussion and review of issues regarding potential action of Charles Town Utility Board before the Public Service Commission concerning distressed utilities and matters related thereto.

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: John Nissel, County Administrator

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 16, 2022**

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

Date Requested – 2nd Choice:

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

Discussion of Policy 216A –COVID-19 Expanded FMLA Policy

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

- The Commission voted in April 2022 to have a sunset date of June 30, 2022 for the County's FMLA Leave Expansion and Emergency Paid Sick Leave Policy 216A (COVID-19 Expanded FMLA Policy) with the option to reexamine and renew the policy thereafter, if necessary. As the County approaches a new fiscal year, the Commission needs to decide whether to expire, continue, or amend policy 216A.*

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

<i>Jefferson County Policies & Procedures</i>			
Policy Name:	FMLA Leave Expansion and Emergency Paid Sick Leave Policy (Coronavirus)	Approved:	04/02/2020 Rev: 04/08/2020
Policy Number:	216-A	Author:	Grove
Associated:	FMLA-216, Absence Time with Pay-208		

Purpose

To comply with the Families First Coronavirus Response Act and to assist employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave. This policy will be in effect from April 12, 2020, until December 31, 2020. The County's existing FMLA leave policy still applies to all other reasons for leave outside of this policy. The policy replaces all personnel policies contained in both the County Commission Policy Declaration dated March 17, 2020, and the County Commission Second Emergency Declaration dated March 24, 2020. COVID-19 Emergency Paid Sick Leave and Expanded FMLA as outlined in this policy replace any paid leave entitlements contained in the previously enacted emergency declarations.

EXPANDED FMLA LEAVE

Employee Eligibility

All employees who have been employed with the County Commission of Jefferson County for at least 30 days.

Reason for Leave

Eligible employees who are unable to work (or telework) due to a need to care for their child when the school or place of care has been closed, or the regular childcare provider is unavailable due to a public health emergency with respect to COVID-19.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is-

(A) under 18 years of age; or

(B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

"Childcare provider" means a provider who receives compensation for providing childcare services on a regular basis, including:

- a center-based childcare provider
- a group home childcare provider
- a family childcare provider (one individual who provides childcare services for fewer than 24 hours per day, as the sole caregiver, and in a private residence)
- other licensed provider of childcare services for compensation
- a childcare provider that is 18 years of age or older who provides childcare services to children who are either the grandchild, great grandchild, sibling (if such provider

lives in a separate residence), niece, or nephew of such provider, at the direction of the parent.

“School” means an elementary or secondary school.

Duration of Leave

Employees will have up to 12 weeks of leave to use from April 2, 2020, through December 31, 2020, for the purposes stated above. This time is included in and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period.

For example, if an employee has already taken 6 weeks of FMLA leave, that employee would be eligible for another 6 weeks of FMLA leave under this policy.

Employees may use expanded FMLA leave intermittently or on a reduced schedule basis.

Pay During Leave

Leave will be unpaid for the first 10 days of leave; however, employees may use any accrued paid vacation, sick or personal leave during this time. The employee may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, as further explained below. After the first 10 days, leave will be paid at two-thirds of an employee’s regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Pay will not exceed \$200 per day, and \$10,000 in total. Any unused portion of this pay will not carry over to the next year.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- The average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

Employees may elect to supplement their existing leave in conjunction with the expanded family medical leave in order to receive his or her normal pay.

Employee Status and Benefits During Leave

While an employee is on leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee must continue to make this payment per instructions from the Finance Department.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Procedure for Requesting Leave

All employees requesting FMLA leave must notify the County Administrator and their supervisor of the need and specific reason for leave under this policy. Employees must complete an Expanded FMLA Paid COVID-19 Leave Request Form and receive approval for use. Forms can be submitted via e-mail to sgrove@jeffersoncountywv.org.

Within five business days after the employee has provided this notice, the County Administrator will provide the employee with any Department of Labor (DOL) required notices.

On a basis that does not discriminate against employees on FMLA leave, the County may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Employee Status After Leave

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The County may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

EMERGENCY PAID SICK LEAVE (COVID-19 LEAVE)

Eligibility Reasons

All full- and part-time employees unable to work (or telework) due to one of the following reasons for leave:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to either number 1 or 2 above.

5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.

“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is-

- (A) under 18 years of age; or
- (B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

Categories of Leave

Generally, Emergency Paid Sick Leave will be categorized in three types of paid COVID-19 leave: 1) COVID-19 Health Leave, 2) COVID-19 Care Leave, and 3) COVID-19 Distance Leave. Leave usage for each category is outlined below:

I. COVID-19 Health Leave

To ensure continued operation of county government, employees are generally expected to report to work or to telework as directed by their supervisor. An employee who must be absent from work and is unable to telework, may use COVID-19 Health Leave for the following reasons:

1. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19
2. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

Pursuant to the Families First Coronavirus Response Act, COVID-19 Health Leave will be paid at the employee's regular rate of pay, or minimum wage, whichever is greater. Pay will not exceed \$511 per day and \$5,110 in total.

II. COVID-19 Care Leave

To ensure continued operation of government, employees are generally expected to report to work or to telework as directed by their supervisor. An employee who must be absent from work and is unable to telework, may use COVID-19 Care Leave for the following reasons:

1. The employee is caring for an individual who is subject to eligibility reasons 1 or 2 above.
2. The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.

3. The employee is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.

Employees eligible for telework should continue to telework even if the individual for whom they are caring is present in the remote work location, so long as the employee is actually conducting their job duties and actually working their normal schedule or flexing time as approved by their supervisor.

Pursuant to the Families First Coronavirus Response Act, COVID-19 Care Leave will be compensated at the 2/3 the employees regular rate of pay or minimum wage, whichever is greater, not exceed \$200 per day and \$2000 total.

III. COVID-19 Distance Leave

To ensure continued operation of government, employees are generally expected to report to work or to telework as directed by their supervisor. An employee who must be absent from work and is unable to telework, may use COVID-19 Distance Leave for the following reasons:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
2. The employee performs essential work but has been assigned reduced hours in an effort to limit the amount of staff present on the county campus at one time and the employee is unable to perform their assigned duties due to an inability to work remotely.
3. The employee's supervisor has instructed the employee not to report to the workplace for a COVID-19 related reason.

Pursuant to the Families First Coronavirus Response Act, COVID-19 Distance Leave will be paid at the employee's regular rate of pay, or minimum wage, whichever is greater. Pay will not exceed \$511 per day and \$5,110 in total.

Amount of Leave

All eligible full-time employees will have a total of up to 80 hours (pro-rated for 70 hour and part time employees) of emergency paid sick leave available to use for any combination of the three categories of COVID-19 leave. Eligible part-time employees are entitled to the number of hours worked, on average, over a two-week period.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- The average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

Rate of Pay

Paid emergency sick leave, for leave taken for reasons 1-3 above. Employees taking leave for reasons 4-6 will be compensated at two-thirds their regular rate of pay, or minimum wage, whichever is greater. Pay will not exceed:

- \$511 per day and \$5,110 in total for leave taken for eligibility reasons 1-3 above;
- \$200 per day and \$2,000 in total for leave taken for eligibility reasons 4-6 above.

Interaction with Other Paid Leave

The employee must use COVID-19 emergency paid sick leave under this policy before using any other accrued paid time off for the qualifying reasons contained in this policy.

When use of COVID-19 emergency sick leave would result in less the full-pay for the employee, the employee may choose to supplement his or her COVID-19 paid leave with any accrued sick, vacation, or compensatory time in order to receive his or her normal pay.

Employees on expanded FMLA leave under this policy may use emergency paid sick leave during the first 10 days of unpaid FMLA leave for child care.

Procedure for Requesting Leave

Employees must notify the County Administrator and their supervisor of the need and specific reason for leave under this policy. Employees must complete a Paid COVID-19 Leave Request Form and receive approval for use. Forms can be submitted via e-mail to sgrove@jeffersoncountywv.org.

If the reason for the need for leave changes, employees must complete a new Paid COVID-19 Leave Request Form and receive a new approval.

Once emergency paid sick leave has begun, the employee and his or her manager must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

General Provisions

In instances where employees are unable to perform their assigned duties due to the type of work they perform (meaning the work cannot be performed remotely) but are assigned to other duties that can be performed remotely or duties in other departments where it is possible to practice good social distancing, an employee cannot refuse a reassignment of duties in order to take COVID-19 Leave.

All approvals of leave under this policy are subject to change to conform with any changes that may be made to this policy, and all leave approved under this policy expires when this policy is no longer in effect, except as may be required by law.

Paid COVID-19 Health and Paid COVID-19 Care leave that also constitutes FMLA can be taken on an intermittent or reduced schedule basis. All other types of PAID COVID-19 Leave may be taken on an intermittent or reduced schedule basis with permission.

Employees are not entitled to reimbursement of payout for unused Paid COVID-19 Leave.

All employees who use COVID-19 Leave and Paid Administrative Leave are expected to comply with the provisions of West Virginia Governor Justice's Executive Orders Nos: 9-20 and 20-20 while on COVID-19 Paid Leave. Employees are prohibited from working a second job while on COVID-19 Paid Leave or Paid Administrative Leave.

All employees on Paid Administrative Leave shall be deemed to be "on-call" and each such employees shall be expected to participate in helping to keep each of the offices open and providing services to the public as scheduled or as requested and necessary.

Nothing contained in the policy interferes with an employee's right to use sick leave to care for ill or injured family members as provided by the Federal Family and Medical Leave Act as outlined in County Policy No. 216: FMLA.

Use of Paid COVID-19 Leave that also constitutes FMLA leave will run concurrently with FMLA and will be counted against an employee's FMLA balance.

Paid COVID-19 leave that also constitutes FMLA will require the same medical certifications required for FMLA pursuant to County Policy No. 216: FMLA.

Paid COVID-19 Leave shall not exceed the employee's normal work schedule.

Paid Administrative Leave

Once an employee has exhausted all COVID-19 Distance Leave, the employee shall be entitled to take administrative leave with pay if the employee is working at least half of his or her normal work schedule as determined during the employee's regular two-week pay period.

Carryover

Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

Job Protections

No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for work time missed due to this leave.

Effective Date

This policy becomes effective on April 12, 2020 and expires on December 31, 2020.

14. Financial Report: Ambulance Fee collection, Fire Department Funding & EMS funding for FY2023 and the 4 years prior (JT) – Finance Director Rick Theil provided the Commission with information concerning Commissioner Tabb's request.

COUNTY ADMINISTRATOR REPORTS

- Salary Adjustment - Department of Fleet and Facilities Management Director
 - **Motion by Ms. Jackson to approve the salary adjustment for Laura Kuhn, Director of Fleet & Facilities Management, in the amount of \$5,676.00 per year, retroactive from Ms. Kuhn's promotion to Director. Motion seconded and unanimously approved.**
- Discussion of Policy 216A - FMLA Leave Expansion and Emergency Paid Sick Leave
 - **Motion by Mr. Stolipher to have a sunset date of June 30, 2022 for the County's FMLA Leave Expansion and Emergency Paid Sick Leave Policy 216 A, with the option to reexamine and renew the policy thereafter if necessary. Motion seconded and unanimously approved.**
- Discussion – End limited of number of in-person attendees due to COVID 19 restrictions at the County Commission meeting
 - **Motion by Mr. Stolipher to lift the COVID-19 meeting restrictions concerning the number of in-person meeting attendees. Motion seconded and unanimously approved.**

15. ADJOURN

The Commission adjourned at 9:12 p.m. on a motion by Mr. Hudson. Motion was seconded and unanimously approved.

Caleb Hudson, PRESIDENT

Respectfully submitted
Jessica Carroll
Executive Administrative Assistant

April
2022

Impact Fee Status Report

May 2022

Office of Impact Fees

Summary

Date Range: Sunday 1 through Tuesday 31 May 2022

Report Date: 1 June 2022

Process Number Range: 2200214-2200284

Total Applications: 70

Total Non-Exempt: 69

Of which:

Commercial: 1

Residential: 69

Of which:

County: 30

Municipal: 40

Total Exempt: 1

Of which:

Commercial: 0

Residential: 1

Of which:

County: 0

Municipal: 1

Tables 1 through 7 summarize impact fee processing for May 2022. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 31 May 2022	1	1	68	70
Fees collected		\$0.00	\$86,958.00	\$86,958.00
<i>Of which</i>				
School Impact Fee			\$66.00	\$66.00
Law Enforcement Fee		\$0.00	\$14,539.00	\$14,539.00
Parks & Recreation Fee			\$62,795.00	\$62,795.00
EMS Fee		\$0.00	\$6,638.00	\$6,638.00
Admin. Facilities Fee		\$0.00	\$2,920.00	\$2,920.00

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

Description	Amount
Opening Statement Balance (1 May 2022)	\$81,923.63
May Deposits (1 – 31 May 2022)	\$86,958.00
School April Transactions (withdraws via transfer on 23 May 2022)	(\$58.00)
Law April Transactions (withdraws via transfer on 23 May 2022)	(\$18,598.94)
Parks & Rec April Transactions (withdraws via transfer on 23 May 2022)	(\$54,908.63)
EMS April Transactions (withdraws via transfer on 23 May 2022)	(\$5,804.24)
Admin. Facilities April Trans. (withdraws via transfer on 23 May 2022)	(\$2,553.82)
Interest Earned (31 May 2022)	\$49.38
Ending Statement Balance (31 May 2022)	\$87,007.38
<i>Outstanding Credits (deposits through 1 June 2022)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 May 2022)	\$8,182,756.05
April Transactions (deposits via transfer on 23 May 2022)	\$58.00
Interest Earned (31 May 2022)	\$3,474.88
Ending Balance (31 May 2022)	\$8,186,288.93

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

Description	Amount
Opening Balance (1 May 2022)	\$298,156.30
April Transactions (deposits via transfer on 23 May 2022)	\$18,598.94
Interest Earned (31 May 2022)	\$128.90
Ending Balance (31 May 2022)	\$316,884.14

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

Description	Amount
Opening Balance (1 May 2022)	\$783,602.49
April Transactions (deposits via transfer on 23 May 2022)	\$54,908.63
Interest Earned (31 May 2022)	\$339.53
Ending Balance (31 May 2022)	\$838,850.65

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

Description	Amount
Opening Balance (1 May 2022)	\$47,634.18
April Transactions (deposits via transfer on 23 May 2022)	\$5,804.24
Interest Earned (31 May 2022)	\$20.94
Ending Balance (31 May 2022)	\$53,459.36

Table 7. Financial Data - Admin. Facilities Impact Fee Account (33182570)

Description	Amount
Opening Balance (1 May 2022)	\$12,774.33
April Transactions (deposits via transfer on 23 May 2022)	\$2,553.82
Interest Earned (31 May 2022)	\$0.57
Ending Balance (31 May 2022)	\$15,328.72

Table 8. Total Impact Fees as of 1 June 2022/1

Description	Amount
Office of Impact Fees General Account	\$87,007.38
School Impact Fee Account	\$8,186,288.93
Law Enforcement Fee Account	\$316,884.14
Parks & Recreation Impact Fee Account	\$838,850.65
EMS Impact Fee Account	\$53,459.36
Administrative Facilities Account	\$15,328.72
Total Impact Fees	\$9,497,819.18

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-7.

Table 9. Pending May 2022 Fee Transfers /1

Account	31 May 2022 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$8,186,288.93	\$66.00	\$8,186,354.93
Law Enforcement Fee Account	\$316,884.14	\$14,547.39	\$331,431.53
Parks & Recreation Impact Fee Account	\$838,850.65	\$62,830.56	\$901,681.21
EMS Impact Fee Account	\$53,459.36	\$6,641.95	\$60,101.31
Administrative Facilities Account	\$15,328.72	\$2,921.48	\$18,250.20
Total Impact Fees	\$9,410,811.80	\$87,007.38	\$9,497,819.18

/1 This table represents each of the impact fee category account totals as of 31 May 2022 listed in tables 3 – 7. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in May 2022 are listed in table 1 of the General Account (3111776); these transactions will be processed in June 2022. Any outstanding credits, as listed in table 2, will be added to the next month's Impact Fee transfer amounts.

Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Sunday 1 through Tuesday 31 May 2022

Process Number	Date	Last Name	First Name	Tax District	Deed Bco	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Exempt Applications											
2200258	05/06/2022	Salgado	Alexander	03 Charles Town	1253	284	1	24	\$0.00	05/06/2022	Form 200
Category Count: 0									Category Total		\$0.00
Non-Exempt Applications											
2200214	05/02/2022	Lutman		03 Charles Town	1118	169	1	73	\$1,091.00	05/02/2022	N/A
2200215	05/02/2022	Lutman Land		03 Charles Town	1276	309	1	68	\$1,091.00	05/02/2022	N/A
2200216	05/03/2022	Wormald, Jr.	Robert	04 Harpers Ferry	26	216	10A	137	\$1,622.00	05/03/2022	N/A
2200217	05/03/2022	Dan Ryan		03 Charles Town	1244	51	4	47	\$1,091.00	05/03/2022	N/A
2200218	05/03/2022	Dan Ryan		03 Charles Town	1244	51	4	48	\$1,091.00	05/03/2022	N/A
2200219	05/03/2022	Dan Ryan		03 Charles Town	1244	51	4	49	\$1,091.00	05/03/2022	N/A
2200220	05/03/2022	Dan Ryan		03 Charles Town	1244	51	4	50	\$1,091.00	05/03/2022	N/A
2200221	05/03/2022	Dan Ryan		03 Charles Town	1244	51	4	51	\$1,091.00	05/03/2022	N/A
2200222	05/03/2022	Dan Ryan		03 Charles Town	1244	51	4	52	\$1,091.00	05/03/2022	N/A
2200223	05/03/2022	DR Acquisitions		03 Charles Town	1263	99	11E	872	\$1,091.00	05/03/2022	N/A
2200224	05/03/2022	DR Acquisitions		03 Charles Town	1263	99	11E	873	\$1,091.00	05/03/2022	N/A
2200225	05/03/2022	DR Acquisitions		03 Charles Town	1263	99	11E	874	\$1,091.00	05/03/2022	N/A
2200226	05/03/2022	DR Acquisitions		03 Charles Town	1263	99	11E	875	\$1,091.00	05/03/2022	N/A
2200227	05/03/2022	DR Acquisitions		03 Charles Town	1263	99	11E	876	\$1,091.00	05/03/2022	N/A
2200228	05/03/2022	DR Acquisitions		03 Charles Town	1263	99	11E	877	\$1,091.00	05/03/2022	N/A
2200229	05/03/2022	DR Acquisitions		03 Charles Town	1263	99	11E	878	\$1,091.00	05/03/2022	N/A
2200230	05/03/2022	Wormald, Jr.	Robert	04 Harpers Ferry	26	216	10A	147	\$1,622.00	05/03/2022	N/A
2200231	05/04/2022	Lindjord	Richard and	06 Kabletown	1010	742	22	3.2	\$1,622.00	05/04/2022	N/A
2200232	05/04/2022	Lutman Land		02 Charles Town	1257	209	11	30.2	\$1,622.00	05/04/2022	N/A
2200233	05/04/2022	Lutman Land		02 Charles Town	1259	181	11	30	\$1,622.00	05/04/2022	N/A
2200234	05/04/2022	Lutman Land		02 Charles Town	1259	181	11	30	\$1,622.00	05/04/2022	N/A
2200235	05/04/2022	Lutman Land		02 Charles Town	1257	209	11	30.2	\$1,622.00	05/04/2022	N/A

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Non-Exempt Applications											
2200236	05/04/2022	Lutman	Land	02 Charles Town	1257	209	11	30.2	\$1,622.00	05/04/2022	N/A
2200237	05/04/2022	Lutman	Land	02 Charles Town	1257	209	11	30.2	\$1,622.00	05/04/2022	N/A
2200238	05/04/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	879	\$1,091.00	05/04/2022	N/A
2200239	05/04/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	880	\$1,091.00	05/04/2022	N/A
2200240	05/04/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	881	\$1,091.00	05/04/2022	N/A
2200241	05/04/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	882	\$1,091.00	05/04/2022	N/A
2200242	05/04/2022	Lutman	Land	02 Charles Town	1257	209	11	30.2	\$1,622.00	05/04/2022	N/A
2200243	05/04/2022	Lutman	Land	02 Charles Town	1259	181	11	30	\$1,622.00	05/04/2022	N/A
2200244	05/04/2022	Lutman	Land	02 Charles Town	1257	209	11	30.2	\$1,622.00	05/04/2022	N/A
2200245	05/05/2022	Lutman	Land	02 Charles Town	1257	209	11	30.2	\$1,622.00	05/05/2022	N/A
2200246	05/05/2022	Lutman	Land	02 Charles Town	1257	209	11	30.2	\$1,622.00	05/05/2022	N/A
2200247	05/05/2022	Lutman	Land	02 Charles Town	1259	181	11	30	\$1,622.00	05/05/2022	N/A
2200248	05/05/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	884	\$1,091.00	05/05/2022	N/A
2200249	05/05/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	885	\$1,091.00	05/05/2022	N/A
2200250	05/05/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	886	\$1,091.00	05/05/2022	N/A
2200251	05/05/2022	DR	Acquisitions	03 Charles Town	1263	99	11E	887	\$1,091.00	05/05/2022	N/A
2200252	05/05/2022	Dan	Ryan	03 Charles Town	1244	51	4	59	\$1,091.00	05/05/2022	N/A
2200253	05/05/2022	Dan	Ryan	03 Charles Town	1244	51	4	60	\$1,091.00	05/05/2022	N/A
2200254	05/05/2022	Dan	Ryan	03 Charles Town	1244	51	4	61	\$1,091.00	05/05/2022	N/A
2200255	05/05/2022	Dan	Ryan	03 Charles Town	1244	51	4	62	\$1,091.00	05/05/2022	N/A
2200256	05/05/2022	Dan	Ryan	03 Charles Town	1244	51	4	63	\$1,091.00	05/05/2022	N/A
2200257	05/05/2022	Brunk	Ronald and Racie	09	1254	341	4	53	\$1,622.00	05/05/2022	N/A
2200259	05/09/2022	Pierce	Hardy	08 Ranson Corp	1182	500	8	12	\$0.00	05/09/2022	N/A
2200260	05/09/2022	Wormald, Jr.	Robert	04 Harpers Ferry	26	216	10A	146	\$1,622.00	05/09/2022	N/A
2200261	05/11/2022	Gabbert	Joe	06 Kabletown	1276	170	6K	75-76	\$1,622.00	05/11/2022	N/A
2200262	05/16/2022	Gugulis	Michael and	02 Charles Town	1252	167	13	4.11	\$1,622.00	05/16/2022	N/A
2200263	05/16/2022	Shutts	Scott and Kaila	07 Middleway	1263	54	28	3.8	\$1,622.00	05/16/2022	N/A
2200264	05/17/2022	Wormald, Jr.	Robert	04 Harpers Ferry	26	216	10A	156	\$1,622.00	05/17/2022	N/A
2200265	05/17/2022	Cambridge, LLC.		02 Charles Town	1193	438	8	32.13	\$259.00	05/17/2022	Form 260
2200266	05/17/2022	Cambridge, LLC.		02 Charles Town	1193	438	8	32.13	\$259.00	05/17/2022	Form 260
2200267	05/18/2022	Roper	Mark	03 Charles Town			4	111	\$1,091.00	05/18/2022	N/A

Process Number	Date	Last Name	First Name	Eas District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Non-Exempt Applications											
2200268	05/18/2022	Roper	Mark	03 Charles Town			4	85.1	\$1,091.00	05/18/2022	N/A
2200269	05/18/2022	Roper	Mark	03 Charles Town			4	96	\$1,091.00	05/18/2022	N/A
2200270	05/18/2022	Dan Ryan		02 Charles Town	952	565	4	19	\$1,622.00	05/18/2022	N/A
2200271	05/18/2022	Dan Ryan		02 Charles Town	952	565	4	19	\$1,622.00	05/18/2022	N/A
2200272	05/20/2022	Carlyle Group,		02 Charles Town	972	354	21	26	\$97.00	05/20/2022	Form 260
2200273	05/24/2022	Davis	Roger	06 Kabletown	1241	748	9E	47	\$1,622.00	05/24/2022	N/A
2200274	05/25/2022	Shea	William	06 Kabletown	1281	32	16	19.5	\$1,622.00	05/25/2022	N/A
2200275	05/26/2022	Markee	Nathan	06 Kabletown	1261	291	8H	9	\$1,622.00	05/26/2022	N/A
2200276	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	77	\$1,091.00	05/27/2022	N/A
2200277	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	78	\$1,091.00	05/27/2022	N/A
2200278	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	79	\$1,091.00	05/27/2022	N/A
2200279	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	80	\$1,091.00	05/27/2022	N/A
2200280	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	81	\$1,091.00	05/27/2022	N/A
2200281	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	82	\$1,091.00	05/27/2022	N/A
2200282	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	83	\$1,091.00	05/27/2022	N/A
2200283	05/27/2022	Stanley Martin		08 Ranson Corp	1059	359	8G	84	\$1,091.00	05/27/2022	N/A
2200284	05/31/2022	Hayslette	Justin	02 Charles Town	1277	462	23A	10	\$1,622.00	05/31/2022	N/A
Category Count: 69								Category Total	\$86,958.00		
TOTAL APPLICATIONS: 70								Grand Total	\$86,958.00		

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: John Nissel, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Wednesday, 1 June 2022
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Schools Impact Fee Account (Bank of Charles Town account 3107582)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2022.

This transfer consists of two components:

- Impact Fee Process Numbers **2200214** through **2200284**, inclusive. Within this range there were 66 non-exempt impact fee payments. This amounts to **\$66.00**.
- Interest earned by the Office of Impact Fees General Account in May 2022 amounts to **\$49.38**, of which **\$0.00** is attributed to fees collected for Schools.

As per the attached invoice, the total amount of this transfer is \$66.00.

Check # 1342



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Schools

Check Number 1342

Trace 20220601:39879.66

Date 6/1/2022

Series 1

Recipient Sheriff of Jefferson County

Account 3107582

Amount \$66.00

Signature 1 Caleb Hudson

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for School Impact Fees Collected in May 2022.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
5/3/2022	2200214	2003-3	11/24/2005	\$1.00
5/3/2022	2200215	2003-3	11/24/2005	\$1.00
5/4/2022	2200216	2003-3	11/24/2005	\$1.00
5/4/2022	2200217	2003-3	11/24/2005	\$1.00
5/4/2022	2200218	2003-3	11/24/2005	\$1.00
5/4/2022	2200219	2003-3	11/24/2005	\$1.00
5/4/2022	2200220	2003-3	11/24/2005	\$1.00
5/4/2022	2200221	2003-3	11/24/2005	\$1.00
5/4/2022	2200222	2003-3	11/24/2005	\$1.00
5/4/2022	2200223	2003-3	11/24/2005	\$1.00
5/4/2022	2200224	2003-3	11/24/2005	\$1.00
5/4/2022	2200225	2003-3	11/24/2005	\$1.00
5/4/2022	2200226	2003-3	11/24/2005	\$1.00
5/4/2022	2200227	2003-3	11/24/2005	\$1.00
5/4/2022	2200228	2003-3	11/24/2005	\$1.00
5/4/2022	2200229	2003-3	11/24/2005	\$1.00
5/4/2022	2200230	2003-3	11/24/2005	\$1.00
5/5/2022	2200231	2003-3	11/24/2005	\$1.00
5/5/2022	2200232	2003-3	11/24/2005	\$1.00
5/5/2022	2200233	2003-3	11/24/2005	\$1.00
5/5/2022	2200234	2003-3	11/24/2005	\$1.00
5/5/2022	2200235	2003-3	11/24/2005	\$1.00
5/5/2022	2200236	2003-3	11/24/2005	\$1.00
5 5 2022	2200237	2003-3	11/24/2005	\$1.00
5 5 2022	2200238	2003-3	11/24/2005	\$1.00
5 5 2022	2200239	2003-3	11/24/2005	\$1.00
5 5 2022	2200240	2003-3	11/24/2005	\$1.00
5 5 2022	2200241	2003-3	11/24/2005	\$1.00
5 5 2022	2200242	2003-3	11/24/2005	\$1.00
5 5 2022	2200243	2003-3	11/24/2005	\$1.00
5 5 2022	2200244	2003-3	11/24/2005	\$1.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 22026

Date: 6/1/2022

Bill To:

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of May 2022 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582).

\$66.00

Interest earned by the Office of Impact Fees General Account May 2022.

Impact Fee Process Numbers 2200214 through 2200284, inclusive. Within this range, there were 66 non-exempt impact fee payments.

Total: \$66.00

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

Check Number: 1342

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: John Nissel, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *DNA*
DATE: Wednesday, 1 June 2022
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Law Enforcement Impact Fee Account (Bank of Charles Town account 3120120)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2022.

This transfer consists of two components:

- Impact Fee Process Numbers **2200214** through **2200284**, inclusive. Within this range there were 30 non-exempt impact fee payments. This amounts to **\$14,539.00**.
- Interest earned by the Office of Impact Fees General Account in May 2022 amounts to **\$49.38**, of which **\$8.39** is attributed to fees collected for Law Enforcement.

As per the attached invoice, the total amount of this transfer is \$14,547.39.

Check # 1343



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Law Enforcement

Check Number 1343

Trace 20220601:40252.42

Date 6/1/2022

Series 2

Recipient Sheriff of Jefferson County

Account 3120120

Amount \$14,539.00

Signature 1 Caleb Hudson

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for Law Enforcement Impact Fees Collected in May 2022.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
5/3/2022	2200214	2005-1	3/22/2005	\$0.00
5/3/2022	2200215	2005-1	3/22/2005	\$0.00
5/4/2022	2200216	2005-1	3/22/2005	\$531.00
5/4/2022	2200217	2005-1	3/22/2005	\$0.00
5/4/2022	2200218	2005-1	3/22/2005	\$0.00
5/4/2022	2200219	2005-1	3/22/2005	\$0.00
5/4/2022	2200220	2005-1	3/22/2005	\$0.00
5/4/2022	2200221	2005-1	3/22/2005	\$0.00
5/4/2022	2200222	2005-1	3/22/2005	\$0.00
5/4/2022	2200223	2005-1	3/22/2005	\$0.00
5/4/2022	2200224	2005-1	3/22/2005	\$0.00
5/4/2022	2200225	2005-1	3/22/2005	\$0.00
5/4/2022	2200226	2005-1	3/22/2005	\$0.00
5/4/2022	2200227	2005-1	3/22/2005	\$0.00
5/4/2022	2200228	2005-1	3/22/2005	\$0.00
5/4/2022	2200229	2005-1	3/22/2005	\$0.00
5/4/2022	2200230	2005-1	3/22/2005	\$531.00
5/5/2022	2200231	2005-1	3/22/2005	\$531.00
5/5/2022	2200232	2005-1	3/22/2005	\$531.00
5/5/2022	2200233	2005-1	3/22/2005	\$531.00
5/5/2022	2200234	2005-1	3/22/2005	\$531.00
5/5/2022	2200235	2005-1	3/22/2005	\$531.00
5/5/2022	2200236	2005-1	3/22/2005	\$531.00
5/5/2022	2200237	2005-1	3/22/2005	\$531.00
5/5/2022	2200238	2005-1	3/22/2005	\$0.00
5/5/2022	2200239	2005-1	3/22/2005	\$0.00
5/5/2022	2200240	2005-1	3/22/2005	\$0.00
5/5/2022	2200241	2005-1	3/22/2005	\$0.00
5/5/2022	2200242	2005-1	3/22/2005	\$531.00
5/5/2022	2200243	2005-1	3/22/2005	\$531.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 22027

Date: 6/1/2022

Bill To:

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of May 2022 into the Office of Impact Fees
General Account (3111776) to be paid to the Sheriff of Jefferson County Law
Enforcement Impact Fees Bank Account (3120120). \$14,539.00

Interest earned by the Office of Impact Fees General Account May 2022. \$8.39

Impact Fee Process Numbers 2200214 through 2200284, inclusive. Within this range,
there were 30 non-exempt impact fee payments.

Total: \$14,547.39

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

Check Number: 1343

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: John Nissel, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *DM*
DATE: Wednesday, 1 June 2022
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks & Recreation Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Parks & Recreation Impact Fee Account (Bank of Charles Town account 3122808)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2022.

This transfer consists of two components:

- Impact Fee Process Numbers **2200214** through **2200284**, inclusive. Within this range there were 69 non-exempt impact fee payments. This amounts to **\$62,795.00**.
- Interest earned by the Office of Impact Fees General Account in May 2022 amounts to **\$49.38**, of which **\$35.56** is attributed to fees collected for Parks & Recreation.

As per the attached invoice, the total amount of this transfer is \$62,830.56.

Check # 1344



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Parks & Rec

Check Number 1344

Trace 20220601:40291.5

Date 6/1/2022

Series 3

Recipient Sheriff of Jefferson County

Account 3122808

Amount \$62,795.00

Signature 1 Caleb Hudson

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for Parks and Rec Impact Fees Collected in May 2022.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
5/3/2022	2200214	2005-2	5/12/2005	\$946.00
5/3/2022	2200215	2005-2	5/12/2005	\$946.00
5/4/2022	2200216	2005-2	5/12/2005	\$946.00
5/4/2022	2200217	2005-2	5/12/2005	\$946.00
5/4/2022	2200218	2005-2	5/12/2005	\$946.00
5/4/2022	2200219	2005-2	5/12/2005	\$946.00
5/4/2022	2200220	2005-2	5/12/2005	\$946.00
5/4/2022	2200221	2005-2	5/12/2005	\$946.00
5/4/2022	2200222	2005-2	5/12/2005	\$946.00
5/4/2022	2200223	2005-2	5/12/2005	\$946.00
5/4/2022	2200224	2005-2	5/12/2005	\$946.00
5/4/2022	2200225	2005-2	5/12/2005	\$946.00
5/4/2022	2200226	2005-2	5/12/2005	\$946.00
5/4/2022	2200227	2005-2	5/12/2005	\$946.00
5/4/2022	2200228	2005-2	5/12/2005	\$946.00
5/4/2022	2200229	2005-2	5/12/2005	\$946.00
5/4/2022	2200230	2005-2	5/12/2005	\$946.00
5/5/2022	2200231	2005-2	5/12/2005	\$946.00
5/5/2022	2200232	2005-2	5/12/2005	\$946.00
5/5/2022	2200233	2005-2	5/12/2005	\$946.00
5/5/2022	2200234	2005-2	5/12/2005	\$946.00
5/5/2022	2200235	2005-2	5/12/2005	\$946.00
5/5/2022	2200236	2005-2	5/12/2005	\$946.00
5/5/2022	2200237	2005-2	5/12/2005	\$946.00
5/5/2022	2200238	2005-2	5/12/2005	\$946.00
5/5/2022	2200239	2005-2	5/12/2005	\$946.00
5/5/2022	2200240	2005-2	5/12/2005	\$946.00
5/5/2022	2200241	2005-2	5/12/2005	\$946.00
5/5/2022	2200242	2005-2	5/12/2005	\$946.00
5/5/2022	2200243	2005-2	5/12/2005	\$946.00
5/5/2022	2200244	2005-2	5/12/2005	\$946.00

Jefferson County Commission

P.O. Box 250
 Charles Town, WV 25414

Invoice**Number:** 22028**Date:** 6/1/2022**Bill To:**

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

Pay To:

Sheriff of Jefferson County
 P.O. Box 9

 Charles Town, WV 25414

P.O. Number**Vendor Number****Description****Amount**

Impact Fee payments collected for month of May 2022 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Parks & Recreation Impact Fees Bank Account (3122808).	\$62,795.00
Interest earned by the Office of Impact Fees General Account May 2022.	\$35.56
Impact Fee Process Numbers 2200214 through 2200284, inclusive. Within this range, there were 69 non-exempt impact fee payments.	

Total: \$62,830.56**Notes/Comments: Transfer of funds into Parks & Recreation Impact Fee Account (3122808).****Check Number: 1344**

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: John Nissel, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Wednesday, 1 June 2022
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Emergency Services Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Emergency Services Impact Fee Account (Bank of Charles Town account 3122816)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2022.

This transfer consists of two components:

- Impact Fee Process Numbers **2200214** through **2200284**, inclusive. Within this range there were 69 non-exempt impact fee payments. This amounts to **\$6,638.00**.
- Interest earned by the Office of Impact Fees General Account in May 2022 amounts to **\$49.38**, of which **\$3.95** is attributed to fees collected for Emergency Services.

As per the attached invoice, the total amount of this transfer is \$6,641.95.

Check # 1345



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

EMS

Check Number 1345

Trace 20220601:40330.97

Date 6/1/2022

Series 4

Recipient Sheriff of Jefferson County

Amount \$6,638.00

Account 3122816

Signature 1 Caleb Hudson

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for EMS Impact Fees Collected in May 2022.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
5/3/2022	2200214	2005-3	5/12/2005	\$100.00
5/3/2022	2200215	2005-3	5/12/2005	\$100.00
5/4/2022	2200216	2005-3	5/12/2005	\$100.00
5/4/2022	2200217	2005-3	5/12/2005	\$100.00
5/4/2022	2200218	2005-3	5/12/2005	\$100.00
5/4/2022	2200219	2005-3	5/12/2005	\$100.00
5/4/2022	2200220	2005-3	5/12/2005	\$100.00
5/4/2022	2200221	2005-3	5/12/2005	\$100.00
5/4/2022	2200222	2005-3	5/12/2005	\$100.00
5/4/2022	2200223	2005-3	5/12/2005	\$100.00
5/4/2022	2200224	2005-3	5/12/2005	\$100.00
5/4/2022	2200225	2005-3	5/12/2005	\$100.00
5/4/2022	2200226	2005-3	5/12/2005	\$100.00
5/4/2022	2200227	2005-3	5/12/2005	\$100.00
5/4/2022	2200228	2005-3	5/12/2005	\$100.00
5/4/2022	2200229	2005-3	5/12/2005	\$100.00
5/4/2022	2200230	2005-3	5/12/2005	\$100.00
5/5/2022	2200231	2005-3	5/12/2005	\$100.00
5/5/2022	2200232	2005-3	5/12/2005	\$100.00
5/5/2022	2200233	2005-3	5/12/2005	\$100.00
5/5/2022	2200234	2005-3	5/12/2005	\$100.00
5/5/2022	2200235	2005-3	5/12/2005	\$100.00
5/5/2022	2200236	2005-3	5/12/2005	\$100.00
5/5/2022	2200237	2005-3	5/12/2005	\$100.00
5/5/2022	2200238	2005-3	5/12/2005	\$100.00
5/5/2022	2200239	2005-3	5/12/2005	\$100.00
5/5/2022	2200240	2005-3	5/12/2005	\$100.00
5/5/2022	2200241	2005-3	5/12/2005	\$100.00
5/5/2022	2200242	2005-3	5/12/2005	\$100.00
5/5/2022	2200243	2005-3	5/12/2005	\$100.00
5/5/2022	2200244	2005-3	5/12/2005	\$100.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice**Number:** 22029**Date:** 6/1/2022**Bill To:**

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number**Vendor Number****Description****Amount**

Impact Fee payments collected for month of May 2022 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County EMS Impact Fees Bank Account (3122816).

\$6,638.00

Interest earned by the Office of Impact Fees General Account May 2022.

\$3.95

Impact Fee Process Numbers 2200214 through 2200284, inclusive. Within this range, there were 69 non-exempt impact fee payments.

Total: \$6,641.95**Notes/Comments: Transfer of funds into EMS Impact Fee Account (3122816).****Check Number: 1345**

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: John Nissel, Vivian Fields, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Wednesday, 1 June 2022
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Administrative Facilities Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Administrative Facilities Impact Fee Account (Bank of Charles Town account 33182570)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of May 2022.

This transfer consists of two components:

- Impact Fee Process Numbers **2200214** through **2200284**, inclusive. Within this range there were 69 non-exempt impact fee payments. This amounts to **\$2,920.00**.
- Interest earned by the Office of Impact Fees General Account in May 2022 amounts to **\$49.38**, of which **\$1.48** is attributed to fees collected for Administrative Facilities.

As per the attached invoice, the total amount of this transfer is \$2,921.48.

Check # 1346



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Admin. Facilities

Check Number 1346

Trace 20220601:40365.24

Date 6/1/2022

Series 5

Recipient Sheriff of Jefferson County

Account 33182570

Amount \$2,920.00

Signature 1 Caleb Hudson

Signature 2 Sheriff Tom Hansen

Signature 3 Jacqueline C. Shadle

Notes: Transfer of Impact Fees From General Account for Admin. Facilities Impact Fees Collected in May 2022.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
5/3/2022	2200214	2021-1	8/5/2021	\$44.00
5/3/2022	2200215	2021-1	8/5/2021	\$44.00
5/4/2022	2200216	2021-1	8/5/2021	\$44.00
5/4/2022	2200217	2021-1	8/5/2021	\$44.00
5/4/2022	2200218	2021-1	8/5/2021	\$44.00
5/4/2022	2200219	2021-1	8/5/2021	\$44.00
5/4/2022	2200220	2021-1	8/5/2021	\$44.00
5/4/2022	2200221	2021-1	8/5/2021	\$44.00
5/4/2022	2200222	2021-1	8/5/2021	\$44.00
5/4/2022	2200223	2021-1	8/5/2021	\$44.00
5/4/2022	2200224	2021-1	8/5/2021	\$44.00
5/4/2022	2200225	2021-1	8/5/2021	\$44.00
5/4/2022	2200226	2021-1	8/5/2021	\$44.00
5/4/2022	2200227	2021-1	8/5/2021	\$44.00
5/4/2022	2200228	2021-1	8/5/2021	\$44.00
5/4/2022	2200229	2021-1	8/5/2021	\$44.00
5/4/2022	2200230	2021-1	8/5/2021	\$44.00
5/5/2022	2200231	2021-1	8/5/2021	\$44.00
5/5/2022	2200232	2021-1	8/5/2021	\$44.00
5/5/2022	2200233	2021-1	8/5/2021	\$44.00
5/5/2022	2200234	2021-1	8/5/2021	\$44.00
5/5/2022	2200235	2021-1	8/5/2021	\$44.00
5/5/2022	2200236	2021-1	8/5/2021	\$44.00
5/5/2022	2200237	2021-1	8/5/2021	\$44.00
5/5/2022	2200238	2021-1	8/5/2021	\$44.00
5/5/2022	2200239	2021-1	8/5/2021	\$44.00
5/5/2022	2200240	2021-1	8/5/2021	\$44.00
5/5/2022	2200241	2021-1	8/5/2021	\$44.00
5/5/2022	2200242	2021-1	8/5/2021	\$44.00
5/5/2022	2200243	2021-1	8/5/2021	\$44.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice**Number:** 22030**Date:** 6/1/2022**Bill To:**

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number**Vendor Number****Description****Amount**

Impact Fee payments collected for month of May 2022 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Administrative Facilities Impact Fees Bank Account (33182570). \$2,920.00

Interest earned by the Office of Impact Fees General Account May 2022. \$1.48

Impact Fee Process Numbers 2200214 through 2200284, inclusive. Within this range, there were 69 non-exempt impact fee payments.

Total: \$2,921.48**Notes/Comments: Transfer of funds into Administrative Facilities Impact Fee Account (33182570).****Check Number: 1346**

Auto Shop Helper

The Jefferson County Commission is seeking an Auto Shop Helper to work in the Department of Fleet and Facilities Management. This is a full time position with County benefits. Applicants must have a high school diploma or equivalent and a minimum of one to three years related work experience. Essential functions of the position include, but are not limited to, assisting the Automobile Mechanic to perform repair and preventive maintenance on county vehicles and equipment, maintain shop cleanliness and organization, and assist in other functions of the department as needed. Applicants must possess a valid driver's license and be able to pass a criminal background investigation inquiry.

Applications and job description are available at the Jefferson County Department of Fleet and Facility Management, 128 Industrial Blvd, Kearneysville, WV 25430 or online at www.jeffersoncountywv.org. Please email your application to LKuhn@jeffersoncountywv.org. You can also mail or drop off your application at the above address. Position will remain open until filled.

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
 Fax: 304-340-5090
 Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER
 FY 2022
 Fund 2
 Rev No 5
 Pages _____

Jefferson County Commission
 GOVERNMENT ENTITY

Person To Contact Regarding Request: P. O. Box 250
 Name: Michelle Gordon STREET OR PO BOX
 Phone: 304-724-8425
 Fax: 304-728-5611 Charles Town 25414
 Email: mgordon@jeffersoncountlywv.org CITY ZIP CODE
 COUNTY Government Type

REVENUES: (net each acct.)

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

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
401	County Commission	175,069		5,060	170,009
909	Historical Commission		5,060		5,060
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Deputy State Auditor, Local Government Services Div.

Call *W* *Call*
 AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 2nd day of June, 2022, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on **Fiscal Year 2022 budget revision number #5 to the Coal Severance Fund**, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by

Jane Tabb, and duly seconded by Steve Stolipher
the vote was as follows:

Clare Ath	<u>YES</u>
Jane M. Tabb	<u>YES</u>
Caleb Hudson	<u>YES</u>
Stephen Stolipher	<u>YES</u>
Tricia Jackson	<u>YES</u>

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

Caleb Hudson
Caleb Wayne Hudson, President
Jefferson County Commission



City of Charles Town

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

VIA E-MAIL AND FIRST-CLASS MAIL

May 17, 2022

MAYOR
Robert M. Trainor

**CITY
COUNCIL**

James Kratovil
Elizabeth Ricketts
Jeff Hynes
Kevin Tester
Jean Petti
Julie Philabaum
Michael George
Rikki Twyford

City Clerk
Todd Witt

HEPMPO Office
33 W. Washington St., Suite 402,
Hagerstown, MD 21740
mmullenax@hepmo.net

Re: Comments for the Draft Long Range Transportation Plan – Direction 2050

Dear Mr. Mullinax, Interstate Council, and Technical Advisory Committee,

The City of Charles Town (City) submits the following for your consideration:

Project ID J308.0 – The intersection of Augustine Ave, Huyett Rd, and US-340/Berryville Pike is a high priority for the City. Several deadly accidents and many more minor accidents have occurred at this busy intersection over the past several years. The rapid expansion of the Huntfield neighborhood, proximity of Washington High School, as well as additional housing developments on Augustine Ave and the planned opening of a convenience store/gas station has exacerbated an already dangerous intersection that requires positive action sooner rather than later. We recommend/request that correcting this intersection and its associated safety issues be given your highest priority.

Project J312.0 – The intersection Martin Luther King Jr. Blvd and W. Washington St. The *WV-51 Feasibility Study* final report produced by Carpenter-Marty Transportation, presented 3 alternatives for improving this intersection, which is made more complicated by two very active Norfolk Southern railroad crossings approximately 1700 and 1100 feet to the west of the “Y” intersection of Martin Luther King Jr. Blvd and W. Washington St. with about only 1050 feet between the crossings. One alternative stated in the report included the creation of a roundabout at the “Y” intersection, which based on feedback from downtown businesses, residents along Martin Luther King Jr. Blvd, Washington St, and Summit Point Rd, is not in the best interest of the City or the residents. Primarily because the alternative does not address the heavy volume of daily truck traffic that passes through the downtown corridor of Washington St. An alternative project, although not currently funded, could be the proposed creation of a two-lane roadway – Projects J306.0 and J307.0 – which would likely change the current needs at the existing Martin Luther King Jr. Blvd and W. Washington St intersection.

Another concern with the J312.0 project is the proposed creation of a bike lane as part of “pedestrian mobility improvements.” While the City is in favor of this general initiative, studies referenced by the Metropolitan Planning Organization state that many accidents and resulting injuries occur where signs encourage bicycling but where the roadway offers no buffer or protection. Since there is no designated bike lane beyond the “Y” intersection

on either Washington St/Rt51 or Summit Point Rd, the City, for safety reasons, is not in favor of creating bike lanes in this area.

The City of Charles Town looks forward to more closely partnering the Hagerstown/Eastern Panhandle Metropolitan Planning Organization for a more coordinated approach to our regions many transportation challenges.

Thank you for your time and consideration of these comments and for your dedication to planning a safe, secure and efficient transportation system in our region.

Sincerely,

A handwritten signature in blue ink that reads "Robert M. Trainor". The signature is written in a cursive style with a large, sweeping initial "R".

Robert M. Trainor
Mayor

cc: Jefferson County Commission, WV
City of Ranson, WV

Harpers Ferry/ Bolivar PSD

P. O. BOX 235
192 LAKE QUIGLEY DRIVE
HARPERS FERRY, WEST VIRGINIA 25425
(304)-535-2390 FAX (304)-535-2524

THE HARPERS FERRY-BOLIVAR PUBLIC SERVICE DISTRICT CONDUCTED THE APRIL MEETING AT THE BOLIVAR TOWN HALL, LOCATED AT 60 PANAMA STREET, BOLIVAR WEST VIRGINIA. THE MEETING WAS HELD ON APRIL 8th, 2022.

The meeting was called to order at 8:08 a.m.

Those in attendance were:

David Simmons-Chairman Term 6/30/2027
Mike Lowrey-Secretary Term 6/30/2022
Helen Dettmer-Treasurer Term 6/30/2024

Eddy Tennant- Operations Supervisor
Joe Adams-Plant Operator
Jim Williams-HFBPSD Consultant

Motion by Ms. Dettmer, seconded by Mr. Lowrey to approve the March minutes, approved.

Motion by Ms. Lowrey, seconded by Mr. Lowrey to approve the March revenue checking account financial statement, approved.

Motion by Mr. Lowrey, seconded by Ms. Dettmer to approve the March security deposits account financial statement, approved.

Motion by Ms. Dettmer, seconded by Mr. Lowrey to approve the March working capital reserve account, approved.

Motion by Mr. Lowrey, seconded by Ms. Dettmer to approve the March capital replacement account, approved.

Discussion by Mr. Tennant to transfer \$200.00 from the regular checking account to the working capital reserve.

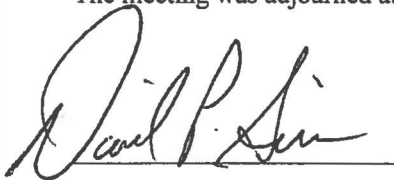
Motion by Mr. Simmons, seconded by Ms. Dettmer to transfer \$200.00 from the regular checking account over to the working reserve account, approved.

Discussion on LAR (leak adjustment request) for Mr. Cummings, customer had leak and miscommunication with HFWW and PSD about his request. After much discussion with the HFWW water clerk the problem was resolved.

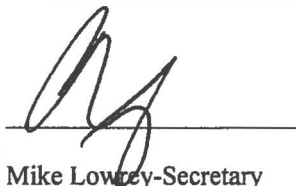
Discussion on water meter readings at 124 Columbia Street, the meter was incorrectly not being read was thought to be broken. After a recent reading was found out it was working. PSD will bill for last (3) months based on a running average of the last (12) on the next billing cycle.

Discussion about requesting HFWW to do an audit of all water meters to make sure that the meter is working and reading correctly and also being charged the proper rates for service charge and per 1,000 gallon usage.

The meeting was adjourned at 8:59 a.m.



David Simmons-Chairman



Mike Lowrey-Secretary



Helen Dettmer-Treasurer



**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION**
1900 Kanawha Boulevard East • Building Five • Room 109
Charleston, West Virginia 25305-0440 • (304) 558-0444

Jimmy Wriston, P.E.
Secretary of Transportation
Commissioner of Highways

June 1, 2022

To Whom It May Concern:

The West Virginia Department of Transportation (WVDOT) is seeking input to help guide the future of transportation in West Virginia. WVDOT is in the process of developing its new 6-year Statewide Transportation Improvement Program (STIP). The 2023-2028 STIP identifies project investments over a 6-year period to fund the operation, preservation, rehabilitation, and expansion of West Virginia's highway and transit assets statewide with the revenue that is estimated to be available.

WVDOT is hosting a virtual public workshop on June 17, 2022, from 5:00pm to 7:00pm, for the public to review information on future funding levels and provide input on the potential program categories and funding levels for the 6-year period. The workshop will provide a venue for the public to ask questions and discuss the program with the project team. The input will be used to help formulate a draft STIP document that will be available for review and comment at a later date. Please visit the STIP website at any time during the workshop to access the virtual meeting:

<https://transportation.wv.gov/highways/Programming/STIP/Pages/default.aspx>

Each time the STIP is updated, the public is given the opportunity to participate in the transportation planning process. The public is encouraged to provide comments on the STIP through July 1, 2022. Comments and questions can be submitted electronically via DOTSTIP@wv.gov, or by mail to:

Mr. Chris Kinsey
Programming Division
West Virginia Division of Highways
1900 Kanawha Boulevard, Building 5, Room 650
Charleston, West Virginia 25305

The West Virginia Department of Transportation will, upon request, provide reasonable accommodations including auxiliary aids and services necessary to afford an individual with a disability an equal opportunity to participate in our services, programs, and activities. The WVDOT will consider, upon request, every request for reasonable accommodations to provide language interpretation for people with Limited English Proficiency and translations of written materials necessary to access project information.

Six-year Statewide STIP Virtual Public Workshop
June 1, 2022
Page Two

Anyone requesting special services should contact the WV Civil Rights Compliance Division at (304) 558-3931 as early as possible so that arrangements can be made. Persons with hearing or speech impairments can reach all state agencies by calling (800) 982-8772 (voice to TDD) or (800) 982-8771 (TDD to voice). Aquellas personas que no hablan inglés o tienen limitaciones para leer, hablar o entender inglés, podrían recibir servicios de interpretación si los solicitan llamando al (304) 558-3931.

Sincerely,

A handwritten signature in blue ink that reads "Jimmy Wriston, P.E.".

Jimmy Wriston, P.E.
**Secretary of Transportation/
Commissioner of Highways**

GE:L

Attachments



INTEGRITY FEDERAL SERVICES

June 8, 2022

Jefferson County Commission
Charles Town, WV

Subject: Zoning Ordinance Text Amendment – Solar Facilities

Mr. Hudson

The following comments are in support of the proposed Solar Energy Facilities text amendment. This amendment is supported by the Comprehensive Plan and is in the best interest of the citizens of Jefferson County. The opposition to these amendments reflects the opinions of those who wish to stop progress in Jefferson County. This progress is supported by the vast majority of its residents.

Comments submitted by the opposition seek to subvert the well-crafted text amendment by introducing regulatory conditions that would be impossible for any solar facility to comply with. Seeking to increase setbacks to 150' and limiting solar panels to 50% of a property are two examples. These objections do not benefit the citizens of the County and are only ploys to damage the fiscal viability of solar facility projects.

To address the positives in the proposed text amendments please consider.

1. Permitting a Solar Energy Facility as a principal permitted use in the Urban Growth Zone is the correct decision. This use is much lower in intensity than almost any other development that is encouraged in these zones. There is no need for public infrastructure expansions, schools do not need to be expanded and traffic is not generated.
2. 8.20.A.1 – the Concept Plan provides both Planning Commission Staff and the public the information they need to evaluate the project. The plan as required clearly identifies the critical components of the project, most specifically site access, buffering, fencing and landscaping.
3. 8.20-C.2 – the required 100' setbacks are equal/greater than any other use except for industrial despite the use having any impact other than visual. An office building, gas station or Walmart can be constructed 75' from a property line. These setbacks should not be increased as they currently protect the public interest. The following are some permitted setbacks in the Rural Zoning District
 - a. Schools – 100'
 - b. Fire Station – 50'
 - c. Stockyards – 100'
 - d. Outdoor Firing Range – 100'
 - e. Kennel – 100'
4. 8.20.C.3 – the landscape buffers as required provide significant screening and separation from residential, historic, institutional, and religious uses. The ordinance requires more screening/buffering than any use with a comparable impact.
5. 8.20.C.4 – the ordinance addresses security by requiring accessibility for fire departments and County Officials. No other use in Jefferson County requires these security and access provisions.
6. 8.20.D – the requirement for a Zoning Certificate addresses any concerns related to permitting through Jefferson County or WV regulatory agencies.
7. 8.20.E – although not included in the ordinance, Jefferson County has posted several scientific articles related to storm water management and solar facilities. After reviewing these articles, it is clear staff researched the issue and we feel the proposed ordinance protects the public interest.
8. 8.20.F – the general requirements reflect public input received through the crafting of the ordinance and the Planning Commission's research. The additional provisions provide adequate and not overbearing regulatory conditions for Solar Energy Facilities.

The text amendment could be improved with the following change.

1. Permit a Solar Energy Facility as a principal permitted use in the Rural District. These uses are very low impact and do not have impacts that are supposed to be addressed through a Conditional Use Project. Section 8.20 is a full and complete roadmap for the design of solar facilities. If an application meets these design criteria there would be the expectation that a CUP would be granted. Instead of complicating the approval process Planning Commission Staff review can easily determine if a project is acceptable as a Principal Permitted Use.

I appreciate the ability to submit these comments and participate in the text amendment process. It is my hope that the County Commission adopts this ordinance as written or with the modification to permit Solar Energy Facilities in the Rural District as a Principal Permitted Use.

Sincerely,



Mark A. Dyck, PLA, LEED AP BD+C
Principal
Integrity Federal Services

Jessica Carroll

From: Stacy <sevanisko@hotmail.com>
Sent: Thursday, June 9, 2022 10:53 AM
To: JCCInfo; Tricia Jackson Commissioner; Clare Ath; Caleb Hudson for JeffersonWV; Jane Tabb
Subject: Public Comment - #ZTA22-01, Solar Energy Facilities

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Good Morning,

Please include this public comment into the record, as given during the ZTA22-01, Solar Energy Facilities Public Hearing on 6/9/22 before the County Commissioners.

Here we are again with an opportunity to craft a zoning ordinance that is permissive of new development moving forward, as well as structured to provide the necessary protections for the County that allow appropriate future new uses of the land. There are zoning, land use maps and a comprehensive plan that are supposed to provide guidance for successful growth and preservation of our well-established County. What good are these if we don't follow and apply their principles?

Designating a Conditional Use Permitting (CUP) process has been a major request of the public. It shouldn't require wasting of tax funds for legal fees to fight lawsuits by your constituents to reach acceptable changes. These proposed solar facilities require an extremely large footprint unlike anything currently here. Changing to a CUP permit, to give careful consideration to each project is paramount. We should apply this in the entire County, with meaningful conditions.

These facilities have the potential to cause a significant impact on surrounding residents.

Within the urban growth boundaries, and the majority of existing homes, we will be confined along the perimeters with a security fence. Within the proposed amendment, a six-foot-high fence with a 50 foot buffer is what locks you in.

How do future utilities, such as water and sewer connect neighborhoods that will now be 1,000 acres apart? Without wildlife passageways or corridors, where do the animals go? Possums, racoons, fox, deer, bear are pushed into our living spaces. The important ecosystem of our environment has been given no consideration.

A new neighbor of mine who purchased 5 acres decided to install a fence around their entire property. Now the foxes are seen living in a culvert. The deer that used to cross their yard, must find a new route. Wildlife is forced to the roads and others properties. This is 5 acres, imagine 800 acres.

Will the rocky landscape be free from explosive blasting to achieve the optimal grading for Solar panels?

In the future, after the 5 projects that have already been studied by the regional interconnect PJM are installed, will the existing transmission lines be at full capacity and be allowed to expand through our country roads and land by-right or future eminent domain. Now is the time to define proximity of these solar installations to neighbors and infrastructure.

Expand the buffer and setbacks, greater than 50 feet and include a passageway to take into account your existing residents – those who you have been elected to represent - who will be negatively impacted in the future when standards of development has given preference to business instead of the common good.

This is part of the reason people leave West Virginia. Please look to the future. Give residents hope to want to stay. Jefferson County is desirable because it has a preserved rich history, a beautiful, productive landscape and a well-

balanced quality of life. It is your responsibility to maintain that.

Thank You,

~ Stacy Tabb

Shepherdstown, WV

Jessica Carroll

From: Stacey Hough <stacehough@hotmail.com>
Sent: Wednesday, June 8, 2022 8:23 PM
To: JCCInfo
Subject: Solar Ordinance

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Dear Jefferson County Commission,

As you know, I spoke at a prior meeting regarding my unwavering support of the solar Ordinance. I understand there is another Ordinance before the Jefferson County Commission tomorrow which will allow for by-right solar to be built in the Urban Growth Boundary and the Preferred Growth Area and a conditional use permit process for the approval of commercial solar outside of those areas. This is to confirm that I am still in support of the approval of this Ordinance. Thank you for your time and support.

Stacey Hough

Jessica Carroll

From: chip daniel <drgreystone@hotmail.com>
Sent: Wednesday, June 8, 2022 8:17 PM
To: JCCInfo
Subject: Solar Energy Facilities Public Hearing

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Dear Jefferson County Commission:

Hello, my name is Francis W. Daniel, III. As you know, I sent correspondence dated December 1, 2021 to the Jefferson County Commission and the Planning Commission in support of the solar Ordinance. I have been made aware there is yet another Ordinance before the Jefferson County Commission which will allow for by-right solar to be built in the Urban Growth Boundary and the Preferred Growth Area and a conditional use permit process for the approval of commercial solar outside of those areas. This is to confirm that I am in support of the approval of this Ordinance as I was in support of the Ordinance in 2021. I thank you for your support as well.

Francis W. Daniel, III

I'm here to talk about the actions of this one street preacher.

He is violating a number of several parts of statutes in the WV code: namely disturbance of the peace (61-6-26); harassment and stalking (61-2-9A); swearing in public (61-6-1B); crimes against chastity, morality, decency (61-8-16)*
*NOTE: SCOTUS has not defined obscenity but has left it up to "community standards". However, it is not up for interpretation that depicting sexual acts is pornography.

And recently, he has even escalated to intimidating with verbal and physical threats, which is a violation of 61-8-(5).

Meanwhile, the WV Code has empowered (mandated) counties to ensure its citizens be free from violence, or intimidation by threat of violence (61-6-21-a). To that end, the Jefferson County Commission has adopted a noise ordinance outlawing public nuisance.

<https://www.jeffersoncountywv.org/home/showpublisheddocument/8581/635738587295800000>

please note the references to 65 decibels are defined as noise levels of a "normal conversation".

But this guy – at minimum – loudly yells his "preaching" to the detriment of drivers and pedestrians who pass by, establishments trying attract patrons to do business, tourists and visitors to our area, and even interfering with government functions at the courthouses and meeting rooms adjacent to his positions on the street.

Furthermore – while everyone has a right to practice their religion -- it is a violation of the rights of others to have it crammed down their...ears (imposed upon them – "freedom from religion").

This ordinance doesn't protect most of your constituents – only those outside any boundaries of cities within the county.

It doesn't govern "noise" as a nuisance during daylight or evening hours.

It doesn't govern "noise" as a nuisance emanating from public property.

And it doesn't help to guarantee or protect the rights of those citizens who wish to exercise their LEGAL rights, even if just to pursue means to their happiness.

For all practical purposes, this guy is allowed this behavior because they are intimidated by him or agree with his methods. As opposed to consequences being applied onto others even when they are observing the law.

So this ordinance isn't worth the paper it's printed on in what it covers. But especially that it isn't being enforced.

What's worse is that many don't know about what constitutes legal free speech. It isn't acceptable that excuses are constantly being made, while his behavior is getting worse.

Please don't wait till someone gets physically hurt by him.

Public Comment for Jefferson County Commission meeting June 2, 2022

I, David Tabb, a lifelong resident/taxpayer makes the following comments:

PUBLIC COMMENT –

I would like to make comment on the WV State Auditors findings. It appears there are numerous suggestions from the auditor's office for the County Commission to properly address within a reasonable amount of time. After a lengthy meeting with the State Auditors Office, it appears Jefferson County Commissions is on probation to fix the violations that have occurred within the misappropriations of tax payers' dollars. At the request of the State Auditors Office, I have supplied additional information in concerns of weather the Jefferson County Commissions handling of funds can continue to occur. I still have additional information to submit to the State Auditors.

PRESENTATION # 4– Mayoral Representatives -County Firework Mapping Request

It appears commissioner Stolipher submitted this paperwork instead of the intended respondence. The applicant further failed to put any paperwork to assist with the request.

PRESENTATION #5 – Martin Burke-JCHLC request for funds to repaint the Peter Burr House.

This is a county historical sight that was given to the county with the understanding that it would be maintained and preserved. The county commission does have an obligation to ensure the integrity of the structures that have been entrusted to be cared for. Keep in mind the WVACO will be touring historical sites within the county. If the county commission can approve \$2500 for drinks at the WVACO conference I would surely hope that you could find the money for the JCHLC request.

PRESENTATION #9 – Russell Burgess – JCIT & GIS

1. Bardane Data Center Refresh/Upgrade
This should have been a budget item out of cost of \$238,338.58. The Jefferson County Commission said no to the Sheriffs IT request. Keep in mind the sheriff had to take over the ambulance fee collections because the Jefferson County Commission didn't do it right.
- 2.Request for Office Equipment- There is no pricing or bid submitted.
- 3.Fire Department Response Plan Program-There is no paperwork, bids, or pricing.

PRESENTATION #11 – Stephen S. Allen- Jefferson County HSEM

We just had a flood on the Potomac River. A barge broke loose and several bridges were in jeopardy and could have been destroyed. None of the PPI Committee showed up to assist with this incident on 5/8/2022. David Tabb was called in to assist with heavy equipment and has yet to be reimbursed. Within the paperwork of this presentation, it did include a photograph from January 2016

of the PPI function. The question is who paid for this dinner and did any who attend have equipment and the skills to assist within the time of need. Probably Not.

PRESENTATION #12-Michelle Gordon- Finance Director

1. It appears there is a tremendous amount of data that has been presented that has the caption that shows a negative amount within the presentation with no explanations and were talking about tens of millions of dollars. It appears that the state auditor may have required the County Commission to post what they have actually done. There is no paperwork to explain why this was required that this was required to be brought before the County Commission.
2. WVACO hospitality funding request
Looks like the Jefferson County needs a party at the cost of \$1000- \$2500 depending on how many drinks they have. I'll make note to the state police at the June 5,2022 function at the Bavarian Inn. The application for the funding needed at the Bavarian Inn is blank. The Jefferson County Commission cannot make financial decisions without knowing what the actual cost is.
3. Shouldn't this have been presented by the County Administrator or is Michelle Gordon the only one that knows where the money is?

OLD BUSINESS:

PRESENTATION #14- Fitch Report

With the Veterans Administration shutting down numerous VA care facilities has anyone reviewed how a Veteran will be transported to the VA center. I would hope the county commission would take this into consideration before moving forward of the hostile takeover of the ambulance service in Jefferson County.

This was from the May 19th Jefferson County Commission meeting. The WVDOT never responded to my request to submit a request for the information and allow to respond. I was told by the WVDOT that this should have been presented to the county thru the Jefferson County Commission portal.

WVDOT/STIP:

Why wasn't the public included in this correspondence/information that requires public review and comments, ending on May 20, 2022.

"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!

Dear County Commission,

My husband and I respectfully support the creation of an ordinance prohibiting fireworks within 150 feet of any structure in Jefferson County at any time. Although fireworks at certain times of the year can be a welcome expression of patriotism or a way to celebrate a special occasion, at any time they unfortunately may also present a potential safety hazard to people and a fire hazard when exploded too close to homes or other structures, whether inhabited or not.

According to the National Safety Council, fireworks start an average of 18,500 fires each year, including 1,300 structure fires. (See [nsc.org/community-safety/safety-topics/seasonal-safety/summer-safety/fireworks](https://www.nsc.org/community-safety/safety-topics/seasonal-safety/summer-safety/fireworks).)

Note this guidance from Fireworks.com (see [fireworks.com/education-and-safety/safety-tips](https://www.fireworks.com/education-and-safety/safety-tips))

"A minimum clear distance between the launch site and your audience of... 150 feet for all aerial items is recommended."

and the following; some of the language might be considered for the ordinance as well:

"Be Courteous to Your Neighbors: Notify your neighbors when you are going to shoot fireworks. Some neighbors may be... adversely affected by the noise and lights of the fireworks. Some neighbors may have pets to protect. Always clean up your fireworks debris, particularly any that lands on someone's property other than your own."

As our county continues to grow with more homes closer together than ever before and more fireworks readily available for sale, an ordinance is critically important to keep our residents and their property safe.

Thank you kindly for your consideration and all you do for the residents of Jefferson County.

Laurie & Dick Potteiger

391 Prospect Avenue

Harpers Ferry, WV 25425

304-671-3543 (Laurie)

304-620-2374 (Dick)

dickandlaurie@frontiernet.net (Laurie)

dickpotteiger@icloud.com (Dick)

Jefferson County residents since 1988 and 1986, respectively

From: T. Irene Sanders irene@sandersco.com
Subject: Proposed Fireworks Ordinance for Jefferson County
Date: May 30, 2022 at 4:38 PM
To:

TS

Dear Jefferson County Commission, *feet*

I am writing to ask that you develop and vote in support of a **Fireworks Ordinance for Jefferson County** that, at a minimum, prohibits the use of fireworks within at least 150 of any structure at any time.

With the influx of individuals from urban areas, who think they now live “in the country” as well as the dramatic increase in the number of new residential developments in Jefferson County, we need a Fireworks Ordinance that respects the difference between a 5-10 acre property as contrasted with what we have here on Bolivar Heights with a 30-50 foot separation between most houses.

In addition to the obvious noise and nuisance of fireworks in a tight residential setting, my primary concerns are: 1) the potential for property damage from debris and burning embers; 2) the potential health issues from residual smoke and ash, and; 3) the potential for a real fire in a neighborhood filled with homes and trees and surrounded by lush forests.

We need your help to create a safe living environment for people, place, pets and wildlife.

When developing a Fireworks Ordinance you may also want to consider the difference between sparklers or fire crackers and large “display fireworks” like those used in public parks with a permit.

The opening of the new Gorilla Fireworks Super Store in the old bowling alley on 340 in Charles Town is a major concern as it encourages the purchase and inappropriate use of all types of pyrotechnic materials.

Thank you for your consideration of these important issues.

T. Irene Sanders
313 Prospect Avenue
Harpers Ferry, WV 25425
irene@sandersco.com
304.535.3163

To the Members of the Jefferson County Commission:

Vicki and I fully and enthusiastically endorse amending the **Jefferson County Ordinance** to clearly state that *an individual cannot discharge fireworks within 150 feet of an occupied structure, whether or not the person is actually present.*

Vicki and I have owned our 1908 home at **253 Prospect Avenue; Harpers Ferry, WV 25425** since December 1986 and lived in it fulltime since September 1987.

Our neighborhood on Bolivar Heights comprises 17 homes. Six of the dwellings were built between 1903-1916.

We are very concerned about the potential fire hazard posed using fireworks under the current ordinance/state code.

As Bill Dixon documented, fireworks' cinders, some still burning and hot, fall on his property and home whenever a neighbor fires shells and rockets (case# 21SO13810).

Two of our historic homes have been damaged by fires caused by lightning strikes.

Lack of hydrant water pressure caused severe damage and the death of pets.

There is also the long-standing concept of "peaceful and quiet enjoyment" that is based in English Common Law.

Bolivar Heights residents bought their homes because they were drawn to a small neighborhood surrounded by Harpers Ferry National Historical Park (HFNHP). Many Bolivar Height residents spent their time and money further expanding the Park to preserve unique scenic and historic resources in addition to building an effective buffer of quiet and solitude.

This quiet was shattered on July 2, 2021 when a neighbor, who had only moved in that day, ignited a massive array of fireworks without warning. This panicked neighbors who initially thought it was gun fire. What followed has been a series of official complaints and police calls as the neighbor asserts his "noisy enjoyment" trumps everyone else's need for quiet.

Case law establishes the right to the use and enjoyment of land is a broad category that generally includes four different types of harm: [1] physical harm to the plaintiff's property, such as damage to the lawn or buildings on the property; [2] physical harm to the person or persons who are occupying the property; [3] mental disturbance or annoyance of the persons occupying the property; [4] and interference that causes economic loss or depreciation of the property.

Three of the four categories of harm exist in the current situation on Bolivar Heights. There has been physical intimidation, but no assaults.

Our situation on Bolivar Heights is not unique. The Jefferson County Commission can take the lead in addressing this fire and safety issue before it worsens. Our County is growing, and density is increasing. Two municipalities (Bolivar and Charles Town) have developed clear and enforceable fireworks ordinances.

The recent opening of the Gorilla Fireworks Super Store in Charles Town will only increase the potential for harm unless the Jefferson County Ordinance is amended.

You have the opportunity to clearly address using fireworks before Jefferson County police are overwhelmed with neighborhood complaints.

Please establish the 150-foot fireworks use restriction for the sake of our particular neighborhood, but also for the safety, health, and wellbeing of all Jefferson County residents.

Respectfully submitted,

The Honorable Scot Faulkner
Vicki Faulkner
253 Prospect Avenue
Harpers Ferry, Wv 25425
304-535-2757
304-716-6235
smf53@aol.com

Jessica Carroll

From: smf53@aol.com
Sent: Monday, May 30, 2022 9:32 PM
To: Jessica Carroll
Subject: FIREWORKS ORDINANCE COMMENTS

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

|-----Original Message-----

From: smf53@aol.com
To: info@jeffersoncountywv.org <info@jeffersoncountywv.org>
Cc: commissioner.ath@gmail.com <commissioner.ath@gmail.com>; stolipherjcc@gmail.com <stolipherjcc@gmail.com>; calebhudsonforjeffersonwv@gmail.com <calebhudsonforjeffersonwv@gmail.com>; comcommissioner.triciajackson@gmail.com <comcommissioner.triciajackson@gmail.com>; vinemont.farm@gmail.com <vinemont.farm@gmail.com>
Sent: Mon, May 30, 2022 9:26 pm
Subject: FIREWORKS ORDINANCE COMMENTS

To the Members of the Jefferson County Commission:

Vicki and I fully and enthusiastically endorse amending the **Jefferson County Ordinance** to clearly state that *an individual cannot discharge fireworks within 150 feet of an occupied structure, whether or not the person is actually present.*

We have on owned our 1908 home at **253 Prospect Avenue; Harpers Ferry, WV 25425** since December 1986 and lived in it fulltime since September 1987 (35 years).

Our neighborhood on Bolivar Heights comprises 17 homes. Six of the dwellings were built between 1903-1916.

We are very concerned about the potential fire hazard posed using fireworks under the current ordinance/state code.

The 17 homes on Bolivar Heights are situated in dense mature forest protected by the Federal Government and the West Virginia Department of Natural Resources (Woodpecker Woods Nature Preserve). Fires, especially forest fires, are a constant concern.

As Bill Dixon documented, fireworks' cinders, some still burning and hot, fall on his property and home whenever a neighbor fires shells and rockets (case# 21SO13810).

Two of our historic homes have been damaged by fires caused by lightning strikes.

Lack of hydrant water pressure caused severe damage and the death of pets.

There is also the long-standing concept of "peaceful and quiet enjoyment" that is based in English Common Law.

Bolivar Heights residents bought their homes because they were drawn to a small neighborhood surrounded by Harpers Ferry National Historical Park (HFNHP). Many Bolivar Height residents spent their time and money further expanding the Park to

preserve unique scenic and historic resources in addition to building an effective buffer of quiet and solitude.

This quiet was shattered on July 2, 2021, when a neighbor, who had only moved in that day, ignited a massive array of fireworks without warning. This panicked neighbors who initially thought it was gun fire. What followed has been a series of official complaints and police calls as the neighbor asserts his "noisy enjoyment" trumps everyone else's right at "peaceful and quiet enjoyment".

Case law establishes the right to the use and enjoyment of land is a broad category that generally includes four different types of harm: [1] physical harm to the plaintiff's property, such as damage to the lawn or buildings on the property; [2] physical harm to the person or persons who are occupying the property; [3] mental disturbance or annoyance of the persons occupying the property; [4] and interference that causes economic loss or depreciation of the property.

Three of the four categories of harm exist with the current issue on Bolivar Heights.

Our situation on Bolivar Heights is not unique. The Jefferson County Commission can take the lead in addressing this fire and safety issue before it worsens. Our County is growing, and density is increasing. Two municipalities (Bolivar and Charles Town) have developed clear and enforceable fireworks ordinances.

The recent opening of the Gorilla Fireworks Super Store in Charles Town will only increase the potential for harm unless the Jefferson County Ordinance is amended. The Jefferson County Sheriff's Office could be overwhelmed with neighborhood complaints.

Please establish the 150-foot fireworks use restriction for the safety, health, and wellbeing of all Jefferson County residents.

Respectfully submitted,

The Honorable Scot Faulkner
Vicki Faulkner
253 Prospect Avenue
Harpers Ferry, Wv 25425
304-535-2757
304-716-6235
smf53@aol.com

Jessica Carroll

From: Hall Family <4hallmail@gmail.com>
Sent: Monday, May 30, 2022 5:48 PM
To: JCCInfo
Cc: Clare Ath; Steve Stolipher; Tricia Jackson Commissioner; Jane Tabb; calebHUDSONforjefferson@gmail.com
Subject: Fireworks In Residential Areas

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To Whom This May Concern,

We have been residents of Bolivar Heights (447 Prospect Avenue, Harpers Ferry) for the past 3 years. We are grateful to live in such a place of beauty and also for the peaceful lives we share with our wonderful neighbors on this quiet street.

We hope that the county commissioners will wisely consider the dangers that today's fireworks can pose to our homes. These fireworks aren't the sparklers and small fountains of yesteryear that we used to set off and enjoy on the 4th of July as kids. Today's fireworks have the capability to explode much more powerfully and more loudly and with the potential to drop burning debris onto the homes below. Currently we have a neighbor who regularly lights off these types of loud fireworks and it has brought much disruption to our once peaceful street.. For the sake of our community, we urge you to pass a fireworks ordinance for neighborhoods that have homes built close to one another (as our street is).

Thank you,

Ken and Catherine Hall

Jessica Carroll

From: T. Irene Sanders <irene@sandersco.com>
Sent: Monday, May 30, 2022 4:45 PM
To: JCCInfo
Cc: Clare Ath; Steve Stolipher; calebHUDSONforjefferson@gmail.com; comcommissioner.triciajackson@gmail.com; Jane Tabb
Subject: Proposed Fireworks Ordinance for Jefferson County

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Dear Jefferson County Commission,

I am writing to ask that you develop and vote in support of a **Fireworks Ordinance for Jefferson County** that, at a minimum, prohibits the use of fireworks within at least 150 of any structure at any time.

With the influx of individuals from urban areas, who think they now live “in the country” as well as the dramatic increase in the number of new residential developments in Jefferson County, we need a Fireworks Ordinance that respects the difference between a 5-10 acre property as contrasted with what we have here on Bolivar Heights with a 30-50 foot separation between most houses.

In addition to the obvious noise and nuisance of fireworks in a tight residential setting, my primary concerns are: 1) the potential for property damage from debris and burning embers; 2) the potential health issues from residual smoke and ash, and; 3) the potential for a real fire in a neighborhood filled with homes and trees and surrounded by lush forests.

We need your help to create a safe living environment for people, place, pets and wildlife.

When developing a Fireworks Ordinance you may also want to consider the difference between sparklers or fire crackers and large “display fireworks” like those used in public parks with a permit.

The opening of the new Gorilla Fireworks Super Store in the old bowling alley on 340 in Charles Town is a major concern as it encourages the purchase and inappropriate use of all types of pyrotechnic materials.

Thank you for your consideration of these important issues.

T. Irene Sanders
313 Prospect Avenue
Harpers Ferry, WV 25425
irene@sandersco.com
304.535.3163

Jessica Carroll

From: Gary Dungan <garydungan@hotmail.com>
Sent: Monday, May 30, 2022 1:13 PM
To: JCCInfo
Cc: Clare Ath; Steve Stolipher; calebHUDSONforjefferson@gmail.com; Tricia Jackson
Commissioner; Jane Tabb
Subject: Fireworks Ordinance

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Dear County Commissioners:

Anne and I are residents of Bolivar Heights in Jefferson County. We support the request of some of our neighbors for a reasonable fireworks ordinance for the county. The Municipality of Bolivar has an excellent ordinance allowing no consumer fireworks in the town. Their boundary runs through our back yard.

A couple moved in down the street last June and immediately started using high powered consumer fireworks on a regular basis. They were launching the fireworks from their deck, which is less than 100 feet from the neighbors' houses on either side of them. They are also high above and within 100 feet of three houses in the town of Bolivar, whose boundary abuts their yard as well.

With the growing density of homes in the County, we believe that it is time for an effective ordinance for the protection of the lives and property of our citizens. Charles Town and Bolivar have very good ordinances that can be used for guidance. Berkeley Springs has an ordinance that disallows consumer fireworks within 500 feet of an occupied building (home, nursing home, hospital, etc.).

Anne and I appreciate all of your hard and effective work on behalf of all of our citizens.

Anne & Gary Dungan
228 Prospect Avenue
Harpers Ferry, WV
304-535-6914

Jessica Carroll

From: Bill Dixon <dixon224@gmail.com>
Sent: Monday, May 30, 2022 11:56 AM
To: JCCInfo
Cc: Clare Ath; Steve Stolipher; calebHUDSONforjefferson@gmail.com; Tricia Jackson
Commissioner; Jane Tabb
Subject: Proposed Fireworks Ordinance
Attachments: IMG_1331.jpg; IMG_1293.jpg; IMG_1274.jpg; IMG_1356.jpg

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Dear Jefferson County Commission:

Attached, please see a few pictures that may help support the proposed 150 foot safety setback for the launching of fireworks.

My immediate concern is the possible damage to life and property if a setback is not enacted. Embers have been reported on my roof from a neighbor launching fireworks from an unsafe setback (see case# 21SO13810 for further information).

Additionally, the debris field that's left behind, can contain unburnt explosive material, which is unsafe to children and pets. It is also a complete nuisance to clean up firework debris when it comes from someone else's property.

With the lack of a setback ordinance the police have not been able to resolve community concerns on their numerous calls for service.

Please let me know if you have any questions.

Very respectfully,

William F. Dixon
278 Prospect Ave
Harpers Ferry, WV 25425

Jessica Carroll

From: dickandlaurie@frontiernet.net
Sent: Saturday, May 28, 2022 10:31 PM
To: JCCInfo
Cc: Clare Ath; Steve Stolipher; Tricia Jackson Commissioner; Caleb Hudson for JeffersonWV; Jane Tabb
Subject: Proposed Fireworks Ordinance

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Dear County Commission,

My husband and I respectfully support the creation of an ordinance prohibiting fireworks within 150 feet of any structure in Jefferson County at any time. Although fireworks at certain times of the year can be a welcome expression of patriotism or a way to celebrate a special occasion, at any time they unfortunately may also present a potential safety hazard to people and a fire hazard when exploded too close to homes or other structures, whether inhabited or not.

According to the National Safety Council, fireworks start an average of 18,500 fires each year, including 1,300 structure fires. (See

[nsc.org/community-safety/safety-topics/seasonal-safety/summer-safety/fireworks.](https://www.nsc.org/community-safety/safety-topics/seasonal-safety/summer-safety/fireworks))

Note this guidance from Fireworks.com (see [fireworks.com/education-and-safety/safety-tips](https://www.fireworks.com/education-and-safety/safety-tips))

"A minimum clear distance between the launch site and your audience of... 150 feet for all aerial items is recommended."

and the following; some of the language might be considered for the ordinance as well:

"Be Courteous to Your Neighbors: Notify your neighbors when you are going to shoot fireworks. Some neighbors may be... adversely affected by the noise and lights of the fireworks. Some neighbors may have pets to protect. Always clean up your fireworks debris, particularly any that lands on someone's property other than your own."

As our county continues to grow with more homes closer together than ever before and more fireworks readily available for sale, an ordinance is critically important to keep our residents and their property safe.

Thank you kindly for your consideration and all you do for the residents of Jefferson County.

Laurie & Dick Potteiger
391 Prospect Avenue
Harpers Ferry, WV 25425
304-671-3543 (Laurie)
304-620-2374 (Dick)
dickandlaurie@frontiernet.net (Laurie)
dickpotteiger@icloud.com (Dick)
Jefferson County residents since 1988 and 1986, respectively

Jessica Carroll

From: Linda Thern-Smith <linovawva@icloud.com>
Sent: Monday, May 30, 2022 10:19 PM
To: JCCInfo
Subject: Fireworks Ordinance Remarks

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- As a resident of Jefferson County in Bolivar Heights, I am writing in support of The Commissions efforts to alter the County Fireworks Ordinance to disallow the igniting of fireworks within a 150ft. radius of a building.
- Altering the existing ordinance in this way would, most importantly, protect family dwellings, especially those close to neighbors in subdivisions or on most average town streets such as exists here in Bolivar.
- In the past year here in Bolivar Heights, we have experienced multiple threats to our homes & personal well being from a resident (my neighbor) who ignited fireworks (large very noisy ones similar to ones used for community displays put on by towns) on approximately 6-7 different dates, mostly in Summer but even in Winter as well. During these events, there were very loud booms followed by large flower-like explosions common to municipal 4th of July displays among other types. These were not sparklers. I attach a video of one such rocket ; (be patient & give the video time to unfold as I am an amateur). Subsequently, embers could be seen falling from the firework onto a neighbors roof. Afterwards, there was prodigious litter from the rocket canisters, etc. scattered in my yard which I collected the next day & include a photo of this as well.
- Sadly, the neighbor was within his rights as per the existing ordinance in effect in 2021 as his hourlong assault on we neighbors was over before 10pm & shot off from his patio or front sidewalk & on one occasion from the curb area in front of his house.
- On numerous occasions, we neighbors called Police to complain of disturbance of the peace but the officers only gave a warning to the offender which did nothing to stop the litter, the disturbance of peace & especially the creation of fire hazard. This last on a street (ours-Prospect Avenue) which has only one low flow fire hydrant for the entire street.
-
- Thank you Commission members for your efforts to strengthen the Fireworks Ordinance to protect we residents & our homes especially now that a monstrosly huge fireworks store has opened in the county.
-
- Linda Thern-Smith,
- 334 Prospect Avenue
- Harpers Ferry WV

Jessica Carroll

From: linda thernova <linda_thernova@hotmail.com>
Sent: Monday, May 30, 2022 11:53 PM
To: JCCInfo
Subject: Fwd: Fireworks videos for Commission
Attachments: IMG_1522.MOV; IMG_0430.MOV

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Dear County Commissioners:

Here are two videos I shot out my window of part of one my neighbors fireworks hourlong events in Summer 2021. The noise was much louder & the explosion of incendiary color was much brighter than my amateurish video could capture. Remember to watch the entire video as the explosions happen a few seconds apart. The dark parts in the foreground are rooflines of neighbor alleged offenders house.

Linda Thern-Smith
334 Prospect Avenue
Harpers Ferry WV
Sent from my iPhone

Begin forwarded message:

From: Linda Thern-Smith <linovawva@icloud.com>
Date: May 30, 2022 at 11:41:48 PM EDT
To: Linda Thern-Smith <linda_thernova@hotmail.com>
Subject: Fireworks videos for Commission

Sent from my iPhone

Jessica Carroll

From: linda thernova <linda_thernova@hotmail.com>
Sent: Tuesday, May 31, 2022 11:38 AM
To: JCCInfo
Cc: Tricia Jackson Commissioner; Clare Ath; Caleb Hudson for JeffersonWV
Subject: Fwd: Corrected firework shot
Attachments: IMG_1516.MOV

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Hello Commissioners,

Here is the correct second video of the hourlong fireworks display that my neighbor put on last Summer. This was one of about 6-7 for the year but this one was probably the longest. I'm sorry for sending you the previous incorrect video of "Slippers." I can't always get my iPhone to do what I want. Also, I don't know why my phone did not pick up the booms better as they were very loud from right next door- maybe 40ft.

Linda Thern-Smith
334 Prospect Ave.
Harpers Ferry WV 25425
Sent from my iPhone

Begin forwarded message:

From: linda thernova <linda_thernova@hotmail.com>
Date: May 31, 2022 at 11:21:29 AM EDT
To: "Neighbor robdav1223@comcast.net Neighbor-" <robdav1223@comcast.net>
Subject: Fwd: Corrected firework shot

Sorry about that "Slippers Shot!"
Guess I was working too late.
Here is the second firework video I made last Summer of Derek's hourlong extraganza. Don't know why my phone didn't pick up the booms better,
Linda

Sent from my iPhone

Begin forwarded message:

From: Linda Thern-Smith <linovawva@icloud.com>
Date: May 31, 2022 at 11:14:45 AM EDT
To: Linda Thern-Smith <linda_thernova@hotmail.com>
Subject: Corrected firework shot

Sent from my iPhone