

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**SECOND QUARTERLY SESSION - APRIL-JUNE 2023**  
**THURSDAY, JUNE 15, 2023**  
**6:00 P.M.**

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

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**CALL TO ORDER**

PRAYER – Pastor Craig Bush

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

- June 1, 2023 Regular Meeting Minutes

**APPROVAL OF ACCOUNTS PAYABLE**

- June 8, 2023
- June 15, 2023

**APPROVAL OF MANUAL CHECKS**

- June 9, 2023
- June 16, 2023

**APPROVAL OF PAYROLL**

- June 9, 2023

**ANNOUNCEMENTS**

Report if there are changes in the agenda if applicable

**PUBLIC COMMENT**

***\*\*You may participate in public comment during the virtual meeting by raising your hand. Please submit comments via email to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org). Your name will be included in the minutes and any written comments submitted will be published in the following agenda under Correspondence & Information.***

## **PRESENTATIONS**

1. 6:10 p.m. Tom Hansen, Sheriff  
- Approval of Deputy New Hire
2. 6:20 p.m. Angela Banks, Assessor  
- Approval of Signatures for the Assessor's Certificate of Oaths  
- Approval of New Hire
3. 6:25 p.m. Nikki Painter, Chief Deputy Clerk, County Clerk's Office  
- Approval of HAVA Sub-Grant Agreement
4. 6:30 p.m. Rebecca Hall, Prosecuting Attorney's Office Victim Assistance Program  
- VOCA Grant Application Approval/Signature
5. 6:35 p.m. Kelly Franklin, Director, Jefferson Day Report Center, Inc.  
- Approval of FY2024 West Virginia Community Corrections Grant Contract & Resolution
6. 6:40 p.m. Jennifer Myers, Director, Jefferson County Parks and Recreation  
- Discussion/Action re: Additional Funding Necessary for Jefferson County Aquatic Feasibility Study
7. 6:50 p.m. Russell Burgess, Director, Jefferson County Department of IT & GIS  
- Approval of Hire – IT Support/Helpdesk Technician Level 1
8. 6:55 p.m. Roger Goodwin, Chief County Engineer, Jefferson County Department of Engineering, Planning, and Zoning  
- Complete Bond Release for Roderick Planes, LLC – Aspen Greens Subdivision, Phase IA (File #07-15)  
- Approval to Advertise for Building Inspector Position  
- Approval to Advertise for Land Development Inspector Position  
- Approval to amend Parks and Recreation Impact Fees – FY2023 Capital Improvement Plan
9. 7:15 p.m. Mike Sine, Director, Jefferson County Emergency Services Agency  
- Approval of Ambulance Transmission Repair
10. 7:25 p.m. Laura Kuhn, Director, Jefferson County Fleet & Facilities; Chief Deputy Victor Lupis, Jefferson County Sheriff's Department; Eric Ahalt, Enterprise Fleet Management  
- Request Approval to Transition the County's Fleet to Leased Fleet Program with Enterprise Fleet Management
11. 7:55 p.m. Cindy Rezmer, Deputy County Administrator  
- Review & Approval of WVCorp Insurance Renewal 2023  
- Review & Approval of ERISA/ACA Wrap Summary Plan Description Renewal
12. 8:10 p.m. Nathan Cochran, Assistant Prosecuting Attorney
  - a. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Perdue Pharmaceutical, et. al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170, MDL 17-md-02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walgreens Boots Alliance, Inc. et al., Civil Action No. 20-C-82 PNM (W. Va. Cir. Ct. Kanawha County) and related matters.

- b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. 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, Jefferson County Circuit Court Civil Action No. 2022-C-81, Jefferson County Circuit Court Civil Action No. 2022-C-103 and 2022-C-141 and WV Supreme Court No.'s 21-0727, 21-0728, and 21-0731.
- c. Discussion of Jefferson County Circuit Court cases - Wines v. JCC, No: CC-19-2023-C-105; and Elliot v. JCC, No. CC-19-2023-C-101
- d. Review, discussion, and potential adoption of Commission leave policy as assigned to counsel.
- e. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.
- f. Discussion of wage issue regarding Deputy Sheriffs.

#### **UNFINISHED BUSINESS**

13. Review and Discussion of Ambulance Fee Ordinance

14. Discussion of July 6, 2023 County Commission Meeting

#### **NEW BUSINESS**

15. Private Investigator Contract

16. Wage equity distribution - Public Safety Dispatcher

17. Post-probationary period salary Increase Request - Systems Application Administrator

#### **COUNTY ADMINISTRATOR REPORTS**

- Human Resources Employee Recognition Fund
- ESA Update
- ARPA Report
- Budget Director Job Description - Request to Update
- Budget Director - Request to Hire

18. ADJOURN

#### **CORRESPONDENCE AND INFORMATION**

Notices of Intent to Appoint to the following: Jefferson County Development Authority Board, Jefferson County Building Commission, Jefferson County Board of Health, and the South Jefferson Library Committee.

Impact Fee Status Report for May 2023

Harpers Ferry-Bolivar PSD Meeting Minutes - April 2023

Public comment received from the following: Patrick Wallace, Marlee Tayte, Rachael Meads, William Prudnick, David Tabb, Rie Wilson, Jami Hadden, Becky Nelson, Sallie Edwards, Richard Zigler, David Grozinsky, Kelly Pannill-Perkins, and Marc Petitpierre.

***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 1, 2023**

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A meeting of the Jefferson County Commission was held on Thursday, June 1, 2023 during the second quarterly session at 9:30am. The meeting was held via GoToWebinar and in-person. Present were Steve Stolipher, Vice-President Clare Ath, Commissioners Tricia Jackson, Jennifer Krouse, and Jane Tabb. Also present were Makayla Zonfrilli, County Administrator, Cindy Rezmer, Deputy County Administrator, Jacki Shadle, County Clerk and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, June 1, 2023 meeting is available on the Jefferson County Commission website.

**PRAYER-** Pastor Adam Johnson

#### **PLEDGE OF ALLEGIANCE**

Commissioner Stolipher led the Pledge of Allegiance.

#### **APPROVAL OF MINUTES**

**Motion by Mr. Stolipher to approve the May 18, 2023 regular meeting minutes as presented. Motion seconded and unanimously approved.**

#### **APPROVAL OF PAYROLL**

**Motion by Mr. Stolipher to approve the Payroll for May 26, 2023 in the amount of \$294,432.16. Motion seconded and unanimously approved.**

#### **APPROVAL OF REQUISITIONS**

**Motion by Mr. Stolipher to approve the Requisitions for June 1, 2023 in the amount of \$14,058.00. Motion seconded and unanimously approved.**

**APPROVAL OF ACCOUNTS PAYABLE**

CHECK#	VENDOR NAME	AMOUNT
87993	AHA-ARTS & HUMANITIES ALLIANCE	\$ 2,134.03
87994	ALICE N PAINTER	\$ 64.25
87995	AMANDA HEFFNER	\$ 64.25
87996	AMANDA MASTERS	\$ 139.52
87997	BANK OF CHARLES TOWN	\$ 130.29
87998	BUREAU OF CHILD SUPPORT	\$ 439.85
87999	COMPTROLLER OF MARYLAND	\$ 920.60
88000	DOING BETTER BUSINES	\$ 825.84
88001	DUANE DUNN	\$ 300.00
88002	EFTPS IRS TAXES	\$ 97,406.94
88003	ELIZABETH DUTKO	\$ 956.95
88004	EMILY MORROW	\$ 163.10
88005	EMPOWER RETIREMENT	\$ 5,318.85
88006	FIRST CITIZENS BANK & TRUST CO	\$ 1,442.29
88007	GUTTMAN OIL CO	\$ 10,566.08
88008	IPC TECHNOLOGIES INC.	\$ 4,544.96
88009	JACQUELINE SHADLE	\$ 64.25
88010	JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION	\$ 3,159.96
88011	JEFFERSON CO CONVENTION AND VISITORS BUREAU	\$ 53,350.75
88012	JEFF CO PARKS & RECREATION COMMISSION	\$ 48,056.76
88013	JEFFERSON SECURITY BANK	\$ 4,075.00
88014	JEFFERSON RENTAL	\$ 32.32
88015	JENNIFER KROUSE	\$ 162.00
88016	JENNIFER M BROCKMAN	\$ 4,938.30
88017	KAREN OLDEN	\$ 64.25
88018	MARKL SUPPLY COMPANY	\$ 7,228.80
88019	MICHAEL MONAGHAN	\$ 300.00
88020	NATIONWIDE RETIREMENT SOLUTIONS	\$ 834.00
88021	OLD CHARLES TOWN LIBRARY	\$ 1,500.00
88022	NEOPOST USA INC.	\$ 442.62
88023	RICE TIRES CO	\$ 542.92
88024	DR. ROBERT E. JONES III	\$ 2,000.00
88025	ROGER GOODWIN	\$ 3,250.00
88026	RONALD GARZA	\$ 300.00
88027	RYAN MOSE	\$ 300.00
88028	SPIRIT OF JEFFERSON	\$ 231.96
88029	STATE TAX DEPARTMENT	\$ 150.00
88030	TRICIA JACKSON	\$ 146.00

88031		WV DEPUTY SHERIFF RETIREMENT SYSTEM	\$ 16,600.96
88032		WV DIVISION OF LABOR	\$ 270.00
88033		WV EMERGENCY MEDICAL SERVICES RETIREMENT SYSTEM	\$ 5,238.58
88034		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$ 44,299.38
88035		WV STATE TAX DEPARTMENT	\$ 27,149.36
88036		WV STATE TAX DEPARTMENT	\$ 6,456.73
88037		WVCORP WV COUNTIES SELF INSURANCE RISK POOL	\$ 4,747.00
88038		WVCORP WV COUNTIES SELF INSURANCE RISK POOL	\$ 5,000.00
88039	FG/009	SHERIFF OF JEFFERSON CO	\$ 5,237.62
88040	BS/011	SHERIFF OF JEFFERSON CO	\$ 7,127.30
88041	AM/053	PAYMENTUS CORP	\$ 9.95
88042	AM/053	SHERIFF OF JEFFERSON CO	\$ 1,618.10
<b>TOTAL</b>			<b>\$ 380,302.67</b>

- **Motion by Mr. Stolipher to approve the Accounts Payable for May 25, 2023 in the amount of \$380,302.67. Motion seconded and unanimously approved.**

CHECK#		VENDOR NAME	AMOUNT
88043		AMANDA KEMP	\$ 64.25
88044		AMERICAN FAMILY LIFE INSURANCE COMPANY ICU	\$ 2,305.10
88045		BEST BEST & KRIEGER LLP	\$ 7,176.00
88046		COLONIAL LIFE	\$ 95.68
88047		DELTA DENTAL OF WV	\$ 5,823.71
88048		FEDEX	\$ 40.98
88049		HIGHMARK WV	\$ 181,381.73
88050		MARKL SUPPLY COMPANY	\$ 4,621.25
88051		MILLENIUM INSURANCE GROUP	\$ 900.00
88052		NATIONAL VISION ADMIN.	\$ 1,570.18
88053		KARA JACOBS	\$ 1,234.02
88054		SMOOT'S LLC	\$ 7,850.00
88055		TINA RENNER	\$ 1,089.13
88056		XEROX CORPORATION	\$ 1,474.25
<b>TOTAL</b>			<b>\$ 215,626.28</b>

- **Motion by Mr. Stolipher to approve the Accounts Payable for June 1, 2023 in the amount of \$215,626.28. Motion seconded and unanimously approved.**

**APPROVAL OF MANUAL CHECKS**

**26-May-23**

<b>OTHER FUNDS</b>				
<b>Check#</b>	<b>Fund</b>	<b>VENDOR</b>		<b>Amount</b>
325	DK/03	SHERIFF OF JEFFERSON CO		\$ 39.19
854	HD/8	SHERIFF OF JEFFERSON CO		\$ 1,399.80
1068	AV/56	ANGELA BANKS		\$ 88.50
1069	AV/56	RHONDA WILLINGHAM		\$ 88.50
202	AR/207	INDEPENDENT FIRE DEPT		\$ 2,400.00
203	AR/207	JEFF CO DEVELOPMENT AUTH		\$ 80,000.00
204	AR/207	SHERIFF OF JEFFERSON CO		\$ 11,337.17
1826	CO/246	KENT PARSON FORD		\$ 58,582.00
<b>TOTAL</b>				<b>\$ 153,935.16</b>

- **Motion** by Mr. Stolipher to approve the Manual Checks for May 26, 2023, in the amount of **\$153,935.16**. Motion seconded and unanimously approved.

**2-Jun-23**

<b>OTHER FUNDS</b>				
<b>Check#</b>	<b>Fund</b>	<b>VENDOR</b>		<b>Amount</b>
003	TC/O77	UNITED WAY		\$ 10.06

- **Motion** by Mr. Stolipher to approve the Manual Checks for June 2, 2023, in the amount of **\$10.06**. Motion seconded and unanimously approved.

**PUBLIC COMMENT:** Diana Walch, David Grozinski, Marc Petitpierre, John Meeker, John Mason, Peter Ublir, Tyler Fleet, Mark Fleet, Jessi Fulton, Elizabeth Ricketts, Kelly Pannill-Perkins, Lleona Chew, Alicia Hanlin, David Tabb, Jason Murphy and Bill Veldran.

## PRESENTATIONS

1. Angie Banks-Assessor- Requested approval of Signatures for the assessors certificates of Oath.
  - **Motion by Mr. Stolipher to approve the signature of the certificate of oath for the Assessor's office. Motion seconded and unanimously approved.**
  
2. Edwina Benites- Director of Jefferson County Development Authority-
  - a. Requested approval of internal promotion for Program manager.
    - **Motion by Mr. Stolipher to approve the promotion of Ryan Snyder as program manager, effective June 15, 2023 with a salary of \$42,119.22. Motion passed on a 4-1 vote with Commissioner Stolipher, Commissioner Ath, Commissioner Tabb and Commissioner Krouse voting for and Commissioner Jackson opposing.**
  
  - b. Approval to advertise for Jefferson County Development Authority program specialist.
    - **Motion by Mr. Stolipher to approve advertisement for project specialist. Motion seconded and unanimously approved.**
  
3. Jeff Polczynski-Director-Jefferson County Emergency Communications-
  - a. Requested employment reappointment for a public dispatcher.
    - **Motion by Mr. Stolipher approve the reappointment of Mallory Spinks to full-time employment as a public safety dispatcher effective June 1, 2023 with a salary of \$23.549 per hour. Motion seconded and unanimously approved.**
  
  - b. Requested Next Generation 9-1-1 (NG9-1-1)/ Next Generation Core Services (ESINET)

- **Motion by Mr. Stolipher to approve the contract between The County Commission of Jefferson County and Motorola Solutions, Inc. for NExtGenerations 9-1-1 (NG9-1-1) NextGeneration Core Services (ESINET). Motion seconded and unanimously approved.**

4. Russell Burges- Director-IT-

- a. Requested approval to hire for the Department of Information Technology Support/Helpdesk Technician.

- **Motion by Mr. Stolipher to approve the hire of Pablo Cabrera for the Information Technology Support/Helpdesk Technician- Level 1 at salary of \$37,500.00 per year, Full-time employee with a start date of June 19, 2023. Motion seconded and unanimously approved.**

- b. Requested CyberSecurity-Disaster recovery and HVAC Systems Hardware/Software upgrade.

- **Motion by Mr. Stolipher to approve the purchase of Rubrik Solution for Disaster Recovery in the amount of \$227,992.00 and HVAC system upgrades in the amount of \$36,950.00 for a total amount of \$264,942.00 to be obtained from the Capital Outlay Funds on or after July 1, 2023. Motion seconded and unanimously approved.**

5. Mike Sine- Director- Jefferson County Emergency Services Agency- Requested approval to hire 5 part-time EMT's to fill vacant positions.

- **Motion by Mr. Stolipher to approve the hire of 1-Daniel Bender, 2-Ronald Poe, 3-Ronnie Shutts 4-Darley Thomas-Phillips and 5-Elaine Hensley as part-time EMT's. With a start date of June 5, 2023, start salary of \$18.73 per hour and after their introductory period pay increases to \$19.20 per hour to include an additional 5% pay raise on July 1, 2023. Motion seconded and unanimously approved.**

6. Nathan Cochran- Assistant prosecuting attorney-

- a. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170, MDL 17-md-02804-DAP In Re: National Prescription Opiate

Litigation; State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walgreens Boots Alliance, Inc., et al., Civil Action No. 20-C-82 PNM (W. Va. Cir.Ct. Putnam County) (the "West Virginia AG Action"), pending within In re: Opioid Litigation, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and related matters.

- b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. 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, Jefferson County Circuit Court Civil Action No. 2022-C-81, Jefferson County Circuit Court Civil Action No. 2022-C-103 and 2022-C-141 and WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731.
  - c. Discussion and review of Comcast Contract/Franchise Agreement with counsel.
  - d. Review, discussion, and potential adoption of Commission leave policy as assigned to counsel.
  - e. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.
  - f. Discussion of wage issue regarding Deputy Sheriffs.
- **Motion by Mr. Stolipher to enter into Executive Session to receive legal advice and status updates on item(s) 6 a,b,c,d,e,f and item #8 Motion seconded and unanimously approved.**
  - **Motion by Mr. Stolipher to come out of Executive Session and reconvene in regular session. Motion seconded and unanimously approved**
  - **Motion by Mr. Stolipher to authorize the chairman of the Commission to sign the Opioid Settlement Agreement document presented regarding the Jefferson County Commission v. Perdue Pharmaceutical, et.al. US District Court, Northern District of West Virginia, Civil Action #1:17-0P-45170, MDL 17-md -02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walgreens Boots Alliance, Inc. et al., Civil Action No. 20-C-82 PNM (W. Va. Cir. Ct. Kanawha County). Motion seconded and unanimously approved.**

## UNFINISHED BUSINESS

7. Discussion of the July 6, 2023 Regular Meeting

**It was the consensus of the Commission to revisit this item at the next meeting. Motion seconded and unanimously approved.**

8. Discussion and possible action on ordinance barring minor from adult live performances (JK)

- **Motion by Mrs. Krouse to approve the Ordinance barring minor from adult live performances as presented. Motion passed on a 3-2 vote with Commissioner Krouse, Commissioner Ath and Commissioner Jackson voting for and Commissioner Stolipher and Commissioner Tabb opposing.**

## NEW BUSINESS

9. Request to direct Director of ESA to provide the County Commission monthly reports, including a Financial summary, Labor Wheel, and incident reports displaying call volume per staffed station (TJ)

- **Motion by Ms. Jackson to direct the Jefferson County Emergency Services Agency to provide the County Commission monthly reports, including a financial summary, Labor Wheel, and incident reports displaying call volume per staffed station. Motion seconded and unanimously approved**

10. Review and discussion of Ambulance Fee Ordinance

- **Motion by Mrs. Tabb to approve the removal of the old GST Online payment system for the ambulance fee. Motion seconded and unanimously approved.**

11. County Commission Appointment Procedures/Requirements

- **It was the consensus of the Commission to have resumes for interested candidates submitted to Deputy County Administrator Cindy Rezmer and County Administrator Makayla Zonfrilli at**

[erczmer@jeffersoncountywv.org](mailto:erczmer@jeffersoncountywv.org) by 5pm Friday June 16<sup>th</sup>. Each Commissioner will select their candidates and a special meeting will be held on Friday June 23<sup>rd</sup> starting at Noon for the interview and appointment of a new Commissioner. Motion seconded and unanimously approved.

## COUNTY ADMINISTRATOR REPORT

### **-ATV Ordinance-**

#### **NO ACTION REQUIRED**

The County's ATV ordinance was repealed on April 28, 2021. Guidance on ATV related inquiries, laws, and regulations, are referred to the West Virginia State laws. A link to the State's website can be found on Jefferson County's website.

**-Budget Director Position-The former Chief Financial Officer Position was reclassified to Budget Director going from a \$95,000 salary to a starting salary of \$65,000.**

- **Motion by Mr. Stolipher to approve the reclassification of the new position of Budget Director and to advertise for the position. Motion seconded and unanimously approved**

### **-Discussion and consideration of appointments to the Jefferson county building commission**

**It was the consensus of the Commission to research the requirements for the Building Commission and table the discussion until further notice. Motion seconded and unanimously approved.**

### **-ESA Transition Update**

**The Emergency Services Agency Department licenses which includes West Virginia Office of Emergency Medical Services (WVOEMS), West Virginia Board of pharmacy (WVBOP), Clinical Laboratory Improvement Amendments (CLIA), and the US Drug Enforcement Administration DEA will have the County's updated information sent over between June 7<sup>th</sup> and June 9<sup>th</sup>, 2023. The County Administrator is working with Capt. Horn and Director Sine to move this process along.**

**All ESA employees have completed their County Department HR paperwork which will be entered into and transitioned through Tyler Technologies**

**Munis software for payroll purposes. This project is on track to be completed by July 1, 2023.**

The Commission adjourned at 1:38 pm on a motion by Mr. Stolipher. Motion was seconded and unanimously approved.

Steve Stolipher, PRESIDENT

Respectfully submitted  
Sorayda Pitts  
Administrative Assistant

# REQUISITIONS TO BE APPROVED

June 15, 2023

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
IT/GIS	23129	\$ 227,992.00	TEK Advisors LLC	Rubrik-Onsite Installation and Config.
<b>GRAND TOTAL</b>		<b>\$ 227,992.00</b>		



DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$438,740.21		\$438,740.21
6.2% Tax Payable OASDI	\$26,145.74		\$26,145.74
1.45% Tax Payable HI	\$6,114.67		\$6,114.67
Fed Withholding	\$35,234.04		\$35,234.04
WV State Withholding	\$13,870.84		\$13,870.84
VA State Tax	\$421.79		\$421.79
MD State Tax	\$938.13		\$938.13
PERS Retirement Deduct 4.5%	\$8,516.40		\$8,516.40
PERS Retirement Deduct 6%	\$7,850.48		\$7,850.48
DSRS Retirement Deduct 8.5%	\$7,039.67		\$7,039.67
EMS Retirement Deduct 9%	\$1,121.45		\$1,121.45
Hosp. Pre-Taxed	\$15,016.00		\$15,016.00
D/VF	\$1,670.13		\$1,670.13
AFLAC Pre-Taxed	\$348.93		\$348.93
AFLAC Post-Taxed	\$803.62		\$803.62
Optional Life Post-Taxed	\$1,730.67		\$1,730.67
Wage Attach #1	\$439.85		\$439.85
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3	\$166.49		\$166.49
Wage Attach #4	\$0.00		\$0.00
457 - Nationwide	\$834.00		\$834.00
457I - Empower	\$4,315.54		\$4,315.54
457R - Roth	\$1,425.38		\$1,425.38
Christmas Club	\$4,075.00		\$4,075.00
Colonial(Plus)	\$47.84		\$47.84
Uniforms	\$0.00		\$0.00
Total Deductions	\$138,276.66	\$0.00	\$138,276.66
Net Wages Total	\$300,463.55	\$0.00	\$300,463.55
Payroll Date	June 9, 2023		



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Tom Hansen

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

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice next meeting

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): Deputy New Hire

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

The Sheriff's Office is requesting permission to hire Thomas Duncan as a certified probationary deputy with a starting pay of 52,500 beginning July 17, 2023.

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 Thomas Duncan as a certified probationary deputy with a starting pay of 52,500 beginning July 17, 2023.

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](mailto:thansen@jeffersoncountywv.org)

Phone Number: 304-728-3205

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Angela Banks, Assessor

Department or Organization: Jefferson County Assessor's Office

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: June 15, 2023

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

Date Requested – 2<sup>nd</sup> Choice:

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

 Approval of Signatures for the Assessor's Certificate of Oaths

 Approval of New Hire (July)

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

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Nikki Painter**

Department or Organization: **Elections – County Clerk’s Office**

Estimation of amount of time needed for appointment: **5 mins**

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

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

Date Requested – 2<sup>nd</sup> Choice:

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

**HAVA Sub Grant Agreement**

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

**We were approved for a partial HAVA grant in the amount of \$49,100.00. We will need to complete the HAVA Sub Grant Agreement in order to receive the funds.**

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*):

**To approve the HAVA Sub Grant agreement as presented.**

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**

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## **HAVA SUBGRANT AGREEMENT**

This Help America Vote Act ("HAVA") Subgrant Agreement ("Agreement") is entered into as of this 17th day of May 2023 ("Effective Date") by and between the State Election Commission, having an address at: The Secretary of the State of West Virginia, 1900 Kanawha Blvd. E., State Capitol Building, Charleston, WV 25305 and the Jefferson County Commission, having an address of: P.O. Box 208, Charles Town, WV 25414.

This Agreement is made pursuant to the Help America Vote Act (HAVA) and state laws and procedures required to distribute any new Congressionally appropriated HAVA Security Funds that are made available to the State of West Virginia ("Grantor") through the United States Election Assistance Commission ("EAC") for activities consistent with the laws described in Section 906 of HAVA and will not use the funds in a manner that is inconsistent with the requirements of Title III of HAVA ("Purpose").

In consideration of the covenants contained in this Agreement, the parties agree as follows:

### **DEFINITIONS:**

As used in this document, the words and phrases set forth below shall have the following meanings:

A. "Auditors" means the EAC and its Inspector General, Comptroller General of the United States, West Virginia State Auditor, program monitors, or any authorized representatives thereof.

B. "Federal, state, and local laws" means all federal statutes and regulations, all state laws, rules, regulations, and administrative rules, all Governor's Executive Orders, any federal Office of Management and Budget ("OMB") circulars applicable to state and local governments, as well as any rules, resolutions, or policies adopted by the Grantor and Grantee. "Federal, state, and local laws" also includes all federal, state, and local laws as listed in this Agreement and existing on the effective date of this Agreement as well as those federal, state, and local laws that are enacted, adopted, issued, effective, or amended, on or after the date of this Agreement.

C. "Grantor" is the Office of the West Virginia Secretary of State.

D. "Grantee" is the Jefferson County Commission and is identifiable by UEI number (formerly DUNS) \_\_\_\_\_.

E. "HAVA" means the Help America Vote Act of 2002 (Pub.L. 107-252), as amended, and includes the additional appropriations of funds to the EAC for HAVA Security Funds in years 2018, 2020, 2022, and 2023.

#### **ARTICLE I. PURPOSE OF THE SUBGRANT**

This Agreement establishes the terms, conditions, and requirements governing the administration and use of the funds received by or used by Grantee pursuant to this Agreement for the purpose of improving the administration of elections for Federal office, including to enhance election technology and make election security improvements to Federal elections in West Virginia for activities consistent with the laws described in Section 906 of HAVA and will not use the funds in a manner that is inconsistent with the requirements of Title III of HAVA ("Purpose").

#### **ARTICLE II. RESPONSIBILITIES OF GRANTOR**

Grantor agrees to:

A. Provide funding to Grantee in accordance with this Agreement, and all applicable federal and state laws.

B. Provide technical assistance and training as may be reasonably requested to assist Grantee in fulfilling its obligations under this agreement.

C. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds disbursed pursuant to this Agreement.

D. Grantor is responsible to monitor Grantee activities as necessary to provide reasonable assurance that Grantee: (1) uses the funds disbursed under this Agreement for authorized purposes only; (2) complies with all federal, state, and local laws; and (3) performs all obligations under this Agreement. Grantee shall fully cooperate and assist Grantor and Auditors. If because of its monitoring efforts, an Auditor uncovers deficiencies in Grantee's administration

of funds disbursed under this Agreement, Grantor shall notify Grantee in writing. Grantee agrees to take immediate and timely corrective action as determined by the Auditor to rectify any identified and reported deficiencies and to resolve the matter as directed by the Grantor.

### **ARTICLE III. RESPONSIBILITIES OF GRANTEE**

Grantee warrants and represents that it shall:

A. Ensure the funds subject to this Agreement are used to achieve the Purpose within the approved requirements of the State Elections Commission and in accordance with conditions, requirements, and restrictions of federal, state, and local laws, as well as all federal terms and conditions of the grant award.

B. Satisfy all financial reporting requirements as necessary for the county to meet its operational needs and obligations to Grantor and the federal government.

C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible. All funds disbursed pursuant to this Agreement that are not expended at the completion of the term must be returned to Grantor within 120 days of the provision of funding by Grantor to Grantee under this Agreement.

D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Grantor's auditor, any federal agency, or other entity authorized by federal, state, or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded determines compliance has not been achieved.

E. Make records available to Grantor, Auditors, federal agencies, and other authorized governmental agencies for review, audit, and investigation.

F. Use funds disbursed under this Agreement only for the Purpose and within the approved requirements of the State Elections Commission and for no other purpose.

G. Comply with all applicable federal, state, and local laws, regulations, and rules.

H. Reports and Records.

1. Identification. All reports submitted by Grantee to Grantor must contain the contract ID number: "Jefferson – HAVA2023-1".

2. Required Reports. The Grantee shall comply with all applicable reporting and record retention requirements including all federal, state, and local laws.

3. Access to Records. The Auditors shall have the right of timely and unrestricted access to all records of the Grantee, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. Grantee shall further provide Auditors timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing, and discussing matters related to such records. Auditor's right of access is not limited to the required retention period.

4. Audit Requirements. The Grantee agrees that it has reviewed, understands, and will comply with the federal audit requirements of 2 CFR 200 Subpart F as may be applicable, the State HAVA grant requirements of W. Va. Code § 3-1-48, the State accountability requirements of W. Va. Code § 12-4-14, and all grantee audit certification and federal expenditure disclosure requirements.

I. Failure to Perform. Grantee's failure to perform its obligations under this Agreement may result in disallowed costs, suspension, termination of funding, or returned grant monies and any associated fees under this Agreement or according to state or federal law.

#### **ARTICLE IV. TERM OF THE SUBGRANT**

A. Subject to subsection (B) below, this Agreement is effective as of the Effective Date unless this Agreement is earlier terminated pursuant to Article VIII.

B. Provisions in this Agreement relating to Records (generally, Article VI), and Audits (generally, Article VII) shall survive the expiration or termination of this Agreement and remain effective for three (3) years following the later of: (i) the expiration or termination of this Agreement, or (ii) the date of submission of the final expenditure report.

#### **ARTICLE V. AMOUNT OF GRANT; PAYMENTS**

A. This subgrant of HAVA Security Funds is in the total amount of \$49,100.00 dollars committed by the Grantor; the Grantee hereby commits to contribute \$49,100.00 as a local match, in accordance WV Code of State Rules and agreement with the State Election Commission. Total expenditures for the project with the HAVA Security Funds subgrant and local match will total \$98,200.00.

B. The total estimated cost shall be in accordance with the budget approved by the State Election Commission, a copy of which is attached as Exhibit A, and shall not exceed the amount provided in Article V(A). Funds will be disbursed in their entirety by the Grantor upon the execution of the Agreement, and the Grantee will possess lawful authority to make the purchase through lawful purchasing procedures within 120 days of execution of the Agreement. The inability of the Grantee to execute within the 120 day deadline will nullify the Agreement and require the return of the funding. Any unspent funds in the possession of the Grantee shall remain in an interest-bearing account until the time the expenditure transpires or funds are returned to the State, in accordance with State and Federal laws. Any unspent funds at the time of conclusion of the purchase or expiration of the funding period, whichever is sooner, shall be returned to the Grantor including interest.

C. As a subrecipient of federal funds, Grantee hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to OMB Circulars A-110 (2 C.F.R. 215), A-87 (2 C.F.R. 225), A-102, as applicable under federal, state, and local laws, and A-133, as well as:

**1. Standards for financial management systems: Grantee will comply with the requirements of 2 C.F.R. including but not limited to:**

- a. Fiscal and accounting procedures;**
- b. Accounting records;**
- c. Internal control over cash, real and personal property, and other assets (including inventory controls on durable goods);**
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;**
- e. Source documentation; and,**
- f. Cash management.**

**2. Period of Availability of Funds: Grantee may charge to the award only costs resulting from obligations incurred during the funding period of the federal awards noted in this Agreement, and for the term specified in this Agreement.**

**3. Matching or Cost Sharing: Matching or cost-sharing requirements applicable to this Agreement must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state, and local laws. Grantor shall advise Grantee of necessary matching and cost-sharing requirements. For clarity, HAVA subgrants do require matching or cost-sharing.**

**4. Non-discrimination: Grantee shall not discriminate in the provisions of any services contemplated by this Agreement, or in the general conduct of its business affairs, on the basis of race, color, creed, religion, sex, national origin, or disability.**

**5. Real Property: Grantee is authorized to use subgrant funds for the acquisition of real property to further the Purpose.**

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Grantee with subgrant funds, will be governed by the applicable provisions of 2 C.F.R.

7. Supplies: Title and disposition of supplies acquired by Grantee with subgrant funds will be governed by the applicable provisions of 2 C.F.R.

#### **ARTICLE VI. RECORDS**

A. For all expenses reimbursed pursuant to this Subgrant, Grantee shall maintain documentation conforming to all requirements prescribed by federal, state, and local laws. Grantee shall prepare and maintain documentation to support all transactions, and to permit the reconstruction of all transactions. Grantee shall further ensure the proper completion of all reports required by federal, state, and local laws. Grantee shall further maintain evidence of compliance with all applicable federal, state, and local laws.

B. For all expenses reimbursed pursuant to this Subgrant, records must include sufficient detail to disclose:

1. Services provided to program participants;
2. Administrative cost of services provided to program participants;
3. Charges made and payments received for items identified in paragraphs (B)(1) and (B)(2) of this section; and,
4. Cost of operating the organizations, agencies, programs, activities, and functions.

C. Grantee must maintain all records relevant to the administration of this Subgrant for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for equipment acquired under this Agreement shall be retained for three years after final disposition of such equipment.

## **ARTICLE VII. AUDITS OF GRANTEE**

A. Grantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 2 C.F.R., as applicable, and OMB Circular A-133, Grantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, §500, that covers funds received under this Agreement. Grantee must send a copy of the final audit report to Grantor within two (2) weeks of Grantee's receipt of any such audit report.

B. Grantee will take prompt action to correct all problems identified in an audit.

## **ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH, AND DEFAULT**

A. This Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Grantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date of termination shall be the termination date specified in the termination notice.

B. Notwithstanding the provisions of Article VIII (A), Grantor may suspend or terminate this Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of Grantee.

C. If Grantee materially fails to comply with any term of an award, a federal, state, and local laws, an assurance, a State plan or application, a notice of award, this Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee, or pursue a more severe enforcement action as authorized by applicable law;
2. Disallow all or part of the cost of the subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee;
4. Withhold further awards for the subgrant activity; or,
5. Take any other remedies that may be legally available, including but not limited to any additional remedies listed elsewhere in this Agreement.

**D. Grantee, upon receipt of a notice of suspension or termination, will do all of the following:**

1. Cease the performance of the suspended or terminated subgrant activities under this Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Grantee received the notice of termination or suspension, that describes the status of all subgrant activities and includes details of all subgrant activities performed and the results of those activities; and,
4. Perform any other tasks that Grantor requires.

**E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Agreement and the failure is subsequently waived by the other**

party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

#### **ARTICLE IX. NOTICES**

A. Notices to Grantor from Grantee concerning this Agreement shall be sent to the Grantor at the address specified in the preamble to this Agreement.

B. Notices to the Grantee from Grantor concerning this Agreement shall be sent to at the address specified in the preamble to this Agreement.

C. All notices in accordance with this Article shall be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### **ARTICLE X. AMENDMENT**

This document constitutes the entire agreement between Grantor and Grantee with respect to all matters herein. Except as provided in Article XI, only a document signed by both parties may amend this Agreement. Both Grantor and Grantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments.

#### **ARTICLE XI. ADDENDUM**

Grantor may elect to provide information concerning this Agreement in an addendum hereto. Any addenda to this Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Grantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

#### **ARTICLE XII. SUBGRANT PERFORMANCE**

Grantee must perform all duties contemplated by this Agreement. None of Grantee's duties or actions pursuant to this Agreement may be subcontracted, nor shall this Agreement be assigned without the prior express written authorization of Grantor.

Grantor may, in its sole discretion, impose specific subgrant conditions upon Grantee, if appropriate, as described in 2 C.F.R. §200.207 Specific conditions.

Grantor may, in its sole discretion, verify that every Grantee is audited as required by Subpart F—Audit Requirements of 2 C.F.R. 200 when it is expected that the Grantee's grants expended during the term of this Agreement equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 Audit requirements.

Grantor may, in its sole discretion, consider whether the results of the Grantee's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

Grantor may, in its sole discretion, consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

### **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Grantee agrees to be responsible for any liability directly related to any and all acts of negligence by Grantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Grantee knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of West Virginia. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Grantee that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of

West Virginia, the Secretary of State of the State of West Virginia, or any of the officers or employees of the State of West Virginia.

**D. Required Information:**

1. Grantee's name: Jefferson County Commission
2. Grantee's unique entity identifier or UEI number (formerly DUNS): \_\_\_\_\_
3. Federal Award Identification Number: EAC-ELSEC22WV-01-04
4. Award Date: May 17, 2023
5. Subgrant Performance:
6. Amount of Federal Funds Obligated by this action by Grantor to Grantee: \$49,100.00. Grantee acknowledges its financial responsibility of \$49,100.00 as a local match, in accordance WV Code of State Rules and agreement with the State Election Commission.
7. Total Amount of Federal Funds Obligated to the Grantee by the Grantor, including the current obligation: \$49,100.00.
8. Total Amount of the Federal Award committed to the Grantee by the Grantor, including the current obligation: \$49,100.00;
9. Federal award project description, as described Public Law 107-252, as enacted on October 29, 2002, and amended from time to time, to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Election Assistance Commission; the West Virginia Secretary of State; Chuck Flannery, West Virginia Deputy Secretary of State, (304) 558-6000;

11. CFDA Number and Name: 90.404;

12. Identification of whether the award is R&D: This Agreement does not contemplate R&D; and,

13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): 10.0%.

14. Funding Source: EAC-ELSEC22WV-01-04 - EACELSEC18WV.

**E: Terms of Closeout:**

1. Grantee shall permit Grantor access to all documentation and personnel necessary for Grantor to evaluate Grantee's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of this Agreement for purposes of determining the appropriate Grantee monitoring described in subsections (2) and (3) of this section E, which may include consideration of:

a. The Grantee's prior experience with the same or similar subawards;

b. The results of previous audits including whether or not the Grantee receives a Single Audit in accordance with Subpart F—Audit Requirements of this 2 C.F.R. 200, and the extent to which the same or similar subaward has been audited as a major program;

c. Whether the Grantee has new personnel or new or substantially changed systems; and

d. The extent and results of Federal awarding agency monitoring (e.g., if the Grantee also receives Federal awards directly from a Federal awarding agency).

2. Monitor the activities of the Grantee as necessary to ensure that funds disbursed pursuant to this Agreement are used for the Purpose, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and that this Agreement's

performance goals are achieved. Grantor shall monitor the Grantee to ensure compliance, such monitoring to include:

- a. Reviewing financial and performance reports required by the Grantor.
- b. Following-up and ensuring that the Grantee takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Grantee from the pass-through entity detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Grantee from the pass-through entity as required by 2 C.F.R. §200.521 Management decision.

3. Depending upon the Grantor's assessment of risk posed by the Grantee, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- a. Providing Grantee with training and technical assistance on program-related matters;
- b. Performing on-site reviews of the Grantee's program operations; and,
- c. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425 Audit services.

Each of below signatories represent and warrant that they have authority to enter into a binding agreement on behalf of the organizations named in this Agreement with respect to the execution of this Agreement and the matters contained herein.

Accepted and Agreed to by:



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West Virginia State Election Commission  
MAC WARNER, ex officio  
West Virginia Secretary of State

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Jefferson County Commission



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://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 – 1<sup>st</sup> Choice: **6/15/23**

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **VOCA Grant Application approval/signature**

Please provide the County Commission with a description of your request or presentation, including any background information: **VOCA Grant Application for 2023-2024 has been changed and needs approval and signature. Previously, there were two applications-one for Federal Funds and one for State Supplemental Funds. They are now only having recipients submit one application.**

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*):

**Approve and sign the 2023-2024 VOCA Grant Application**

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](mailto:rhall@jeffersoncountywv.org)

Phone Number: 304-725-6550

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Kelly Franklin

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

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: June 15, 2023

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

Date Requested – 2<sup>nd</sup> Choice: n/a

Subject (*Wording to be placed on agenda*): FY 2024 West Virginia Community Corrections Grant Program

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 24-CC-07 Grant Contract. Governor Justice awarded \$155,000 to the Jefferson County Commission for the continued operation of the community corrections program. The Commission must approve the grant contract and resolution that formally commits the Commission to matching funds allocation. Executed contract is due June 15, 2023 to the State of West Virginia.**

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, and education or counseling.

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**

not applicable



*Jim Justice*  
*Governor of West Virginia*

May 24, 2023

The Honorable Steve Stolpher  
President  
Jefferson County Commission  
Post Office 250  
Charles Town, West Virginia 25414

Dear Commissioner Stolpher:

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

Cc: Kelly J. Franklin, Project Director  
Krista Davis, Fiscal Officer



**GRANT CONTRACT AGREEMENT**  
**BETWEEN**  
**DIVISION OF ADMINISTRATIVE SERVICES**  
**JUSTICE AND COMMUNITY SERVICES SECTION**  
**AND**  
**Jefferson County Commission**  
**24-CC-07**

This **AGREEMENT**, entered into this **1<sup>st</sup> Day of July 2023**, 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 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.
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.
4. The Grantee will commence its duties under the Agreement on **July 1, 2023** and shall continue those services/activities until **June 30, 2024**. 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. Based on the program's most recent compliance audit, JCS has determined that the program 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 the application 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 the application 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 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 attached and such other special terms and conditions that JCS has set forth is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee fails 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 electronically to the appropriate agency email addresses.
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.

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**Steve Stolipher**  
**President**  
**Jefferson County Commission**

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**Marty A. Hatfield**  
**Assistant Director**  
**Justice and Community Services Section**



**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 **Steve Stolipher, 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 Program.

Signed: \_\_\_\_\_  
County Clerk





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

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

**Project Number: 24-CC-07**

**Total Award: \$155,000.00**

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	7/1/2023	\$38,750.00
2	10/1/2023	\$38,750.00
3	1/1/2024	\$38,750.00
4	4/1/2024	\$38,750.00

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**The Honorable Steve Stolipher  
President  
Jefferson County Commission**



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 sub-recipients 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:

*Jefferson Co. Commission, PO Box 250  
Charlestown, WV 25444*

2. Application Number and/or Project Name

*Community Corrections Program 34-CC-07*

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



# 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:  Direct or  Sub recipient of OJP, OVW or COPS funding? | Law Enforcement Agency?  Yes  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

Please check all the following boxes that apply.

- Less than fifty employees.       Indian Tribe       Medical Institution.  
 Nonprofit Organization       Educational Institution       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.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

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, \_\_\_\_\_ [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].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEO Short Form Has Been Submitted to the Office for Civil Rights for Review

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, \_\_\_\_\_ [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.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date





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

Effective: July 23, 2019

Revision History: Method of correspondence changed to electronic on March 15, 2023.

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 emailed to the designated JCS Program Specialist.

- 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/qjxdm](http://www.it.ojp.gov/qjxdm).

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](http://www.jeffersoncountywv.org)

Name: **Jennifer Myers**

Department or Organization: **Jefferson County Parks & Recreation Commission**

Estimation of time needed for appointment: **10 min**

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023** *If a specific date is needed, please provide reason:*

2<sup>nd</sup> Choice: **July 6, 2023**

Subject (wording to be placed on agenda): **Discussion and possible action on approving additional funding needed to conduct an aquatic feasibility study for Jefferson County.**

Please provide a description of your request or presentation, including any background information:

The Jefferson County Commission applied for a grant through Senator Rucker for monies to conduct an aquatic feasibility study in 2021. The Commission voted to match that grant and asked Parks & Recreation Commission to solicit a study. The project was bid and after negotiation, the cost of the study is \$34,500. This project is important to many county residents, however is not budgeted, so requesting how the Commission would like to move forward.

Is this a Funding Request? **Y/N**

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

Provide exact financial request:

**\$4,500**

Is this a Hiring Request?

Name of Hire:

Annual Salary: **\$**

**70 Hr/80 Hr**

Start Date (beginning of pay period):

Increase after probation if any: **n/a**

Any Additional Conditions of Employment:

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

**Approval of the additional \$4,500 to conduct an aquatic feasibility study for Jefferson County.**

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:

**Jennifer Myers  
jmyers@jcprc.org**

Phone Number: **304-728-3207**

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**





Counsilman · Hunsaker  
AQUATICS FOR LIFE



# JEFFERSON COUNTY PARKS & RECREATION COMMISSION AQUATIC FEASIBILITY STUDY

REQUEST FOR PROPOSAL  
SUBMITTAL

COUNSILMAN-HUNSAKER

FEBRUARY 15, 2023



February 15, 2023

David Kling  
Deputy Director  
304-728-3207  
Dkling@jcprc.org  
www.jcprc.org

Dear Mr. Kling,

Councilman-Hunsaker and The Thrasher Group are pleased to submit our statement of qualifications to provide a comprehensive aquatic facility feasibility study for a new aquatic facility for Jefferson County, West Virginia.

We understand that the County desires the professional and technical services of a team with experience in the aquatics industry to evaluate future opportunities for aquatics in the County. Councilman-Hunsaker excels in creating aquatic facility studies that evaluate these needs. We are a professional aquatics consulting firm providing planning, design, and operating services for communities across the country since 1970. Our in-house staff consists of 45 team members who know what is required to assess, renovate, design, build, and operate aquatic facilities. Our firm is based in St. Louis, Missouri with offices in San Diego, California, Dallas, Texas and Denver Colorado.

The Thrasher Group has been serving West Virginia communities for 40 years, striving to improve the infrastructure and access needs in every corner of the state. Whether public utility work or parks and recreation, Thrasher's in-house team of experts can meet a wide range of project needs. Our personnel include civil and structural engineers, architects, planners, landscape architects, construction estimators, surveyors, and much more, each dedicated to their own specialized craft.

We understand the project type, scope of work, and the quality of deliverables that the County expects. Our firms will guide the County through the following utilizing our experience from the 100s of aquatic facility feasibility studies that we have conducted and our portfolio of over 1,500 completed aquatic projects. Our feasibility study process is tailored specifically to ask the summary questions that Jefferson County has listed in the request for proposal.

- **Overall, is there a need for an aquatic facility in Jefferson County?**
- **If a need is determined, should the facility be indoor or outdoor?**
- **Is there proof or evidence that backs up the need for an aquatic facility?**
- **Is there value in this project?**

Our qualifications lend themselves well to leading this project and accomplishing the County's goals. Our team's experience in the following areas will help us to provide Jefferson County with the information they need to make a knowledgeable decision about proceeding with a new indoor swimming pool with the potential for a seasonal outdoor design.

- Leadership and successful completion of planning studies of this project type
- Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.
- Development of planning documents and design for aquatic facilities
- Effective communication of recommendations and implementation strategies to elected officials, County leadership, and stakeholders
- Experience in cost estimating for aquatic facilities with a proven track record



Our team will provide an unbiased and objective analysis for future options, and costs for a future aquatics facility in Jefferson County. We are confident our team's qualifications will enable you to see the advantage of our approach based upon our years of experience with assessing, designing, and operating aquatic facilities.

In the almost 9 years that I have been with Counsilman-Hunsaker, I've worked on over 150 aquatic facility projects across the country, with the majority of these being municipal clients. This type of experience will help us to better understand current aquatic trends and apply them specifically to Jefferson County and develop several creative and unique solutions so the County can make an informed decision about a future aquatic facility. Couple that with Thrasher's local experience in West Virginia, we feel our team is very qualified to collaborate with you on this study.

Please reach out to me directly if you have any questions regarding our qualifications. I look forward to speaking with you soon and for the opportunity to work with Jefferson County.

Sincerely,

**George Deines**  
Studio Director / Partner  
[georgedeines@chh2o.com](mailto:georgedeines@chh2o.com)  
4849 Greenville Ave Suite 100  
Dallas, TX 75206  
214.998.2911



## **COUNCILMAN-HUNSAKER OVERVIEW**

### **History**

Counselman Hunsaker was founded in 1970 as a collaboration between a world-famous swimming coach, “Doc” Counselman, and Joe Hunsaker, one of his former athletes. Over the past 51 years, our firm has completed more than 1,500 projects. Our staff of 38 consists of registered engineers and operations specialists who offer a wide range of valuable skills when developing a comprehensive, interactive facility. We have managed numerous park and recreation systems and facility venues, including indoor and outdoor aquatic centers and recreation centers. Our role on the project will be to provide a detailed pool and mechanical systems design, expertise with health code requirements, especially the new Model Health Code compliance, and detailed cost estimates on the pools and mechanical systems.

### **What Sets Us Apart**

For more than 45 years, Counselman-Hunsaker has provided design and operational consulting for thousands of national and international aquatic projects of every size and complexity. Our portfolio includes newly designed and renovated pool projects for many market sectors: Parks & Recreation, Education, Hospitality, and Wellness. Project types range from competition venues, leisure pools, and waterparks to therapy pools and spas.

In addition, we have completed hundreds of Facility Audits and Feasibility Studies for the development of new or existing facilities, and, having studied a multitude of facilities, we will help you benchmark the creation of your new facility and complete your project efficiently.

Counselman-Hunsaker is made up of an integrated team of design professionals and operational specialists with unrivaled aquatic industry experience. Our team brings exceptional collaboration skills and new project designs for the delivery of a high-quality, innovative aquatic facility. Our operational specialists will not only help you prepare for a successful launch but will serve as your guide in achieving long-term operational success.

### **Full Circle of Services**

Counselman-Hunsaker offers a full circle of aquatic services from existing facility evaluation to comprehensive concept development, from project visioning through design, engineering, and construction administration to business management and aquatic operations. These services are completely customized and configured in various ways to precisely fit the needs, desires, and objectives of the owner/operator and the project team.

### **Feasibility Study Services**

We will provide you with the information you need to make a knowledgeable decision about the future of aquatics for your community through this comprehensive approach. Our study process supplies you with the necessary tools to reveal valuable insights and information before funding your new aquatic center.





**GEORGE DEINES – STUDIO DIRECTOR (FEASIBILITY STUDIES / PARTNER)**

George has worked on over 100 aquatic facility projects spanning 34 states in his years with Councilman-Hunsaker. When you couple this with his 20+ years of municipal aquatic experience, he understands the need for and operation of municipal aquatic centers, whether they are indoor or outdoor, competitive or leisure. George has used this experience to speak on a variety of topics related to aquatics at national conferences such as the Association of Aquatic Professionals, Athletic Business, the National Recreation and Park Association, NIRSA and the World Waterpark Association, and has spoken at state conferences in Arizona, Arkansas, Illinois, Michigan, Nevada, Oklahoma, Texas, Virginia, Washington, and Wisconsin.

**NOTABLE PROJECTS**

- Boulder City Aquatic and Cultural Center (Study) - NV
- City of Northport (Study) - AL
- City of West Memphis (Study) - AR
- City of Wylie (Study) - TX
- Clarksville Public Pools (Audit) - Clarksville - TN
- Coronado Aquatic Center (Study) - CA
- Derry Aquatic Center (Business Plan and Study) - PA
- Doral Aquatic Center (Study) - FL
- Eanes ISD - Westlake High School (Study) - Austin - TX
- Forest Hills Swimming Pool (Study) - Cleveland - OH
- Hopkins Park Pool (Study) - Dekalb - IL
- Jackson County Recreation Center (Study) - Cullowhee - NC
- Jackson Lick and Hall Manor Pools (Audit and Study) - Harrisburg - PA
- Jefferson Township (Study) - PA
- Keiser University (Study) - West Palm Beach - FL
- Kingsport Aquatic Center (Operational Audit) - Kingsport - TN
- Manheim Borough (Study) - PA
- Morgantown Marilla Pool (Study) - WV
- Nay Aug Park Pool (Study) - Scranton - PA
- Patagonia High School Pool (Study) - AZ
- Topton Pool (Study) - Topton - PA
- Upper Merion Township (Study) - PA

**EDUCATION**

- University of North Texas – 2000
- Bachelor of Arts
- Dallas Theological Seminary – 2006
- Master of Arts

**YEARS OF EXPERIENCE**

- With Councilman-Hunsaker 2014 - Present

**RELEVANT PAST EXPERIENCE**

- 2007-2014:
  - Aquatics Manager
  - City of Garland, TX
  - Parks, Recreation & Cultural Arts Department
- 2000-2007:
  - Aquatics Coordinator
  - Aquaducks Head Swim Coach
  - City of Plano, TX
  - Parks and Recreation Dept.
- CERTIFICATIONS/ AFFILIATIONS**
- Certified Pool Operator - PHTA

**CONFERENCE SPEAKING | PUBLICATIONS**

- Developing your Aquatic EAP: Essential Aquatic Philosophies - Illinois Park and Recreation Conference, 2022*
- Finding Success with Five Types of Aquatic Employees - Michigan Park and Recreation Conference, 2021*
- Conversing with Council, and Developing your Aquatic EAP: Essential Aquatic Philosophies - Texas Park and Recreation Conference, 2021*

- “Setting The Value of Municipal Aquatic Centers.” [World Waterpark](#). June 2021: 30:35
- “COVID 19 Challenges Summer Pool Programs.” [Texas Recreation and Park](#). Nov 2020: 26:28
- “The Three S’s - Key to a Successful Aquatic Operation.” [Park and Rec Business](#). April 2020: 20:23



**THRASHER OVERVIEW**

With a commitment to building business through “successful projects and repeat clientele,” H. Wood Thrasher, PE and the late Henry A. Thrasher, PE, formed Thrasher Engineering, Incorporated in Clarksburg, West Virginia in 1983. Since that time, the company — now known as The Thrasher Group, Inc. — has transformed into one of the Mid-Atlantic region’s largest full-service privately owned architectural and engineering firms.



Thrasher has grown from its original three employees to a current staff of over 300 and continues to prosper. Instilled in each employee is a commitment to maintaining the highest standards of professional service. Our team has the experience, knowledge, versatility, and integrity to get the job done. With a 40-year history of driving infrastructure development for public and private clients, we have a reputation of keeping our word and completing projects on time and on budget.

**Samuel Rich, PLA**



Samuel Rich, PLA is a Landscape Architect at The Thrasher Group. He also is the divisional manager for the company’s Land Development Market. Sam’s role includes overseeing the design process for a variety of land development and planning projects in the commercial, residential, municipal and industrial sectors. His team within the land development division works with clients to take projects from the development stages all the way through construction providing site evaluation, master planning, estimating, project marketing and final design services. Visualizing and evaluating design alternatives is one of his specialties enabling him to effectively communicate with clients what their project will look like and how it will function long before the finished product is constructed. In addition to master planning for specific sites, he has worked on several projects that have a more regional or community-based planning focus. Sam has experience with multiple industrial site selection projects as well as regional recreational trail and water access planning initiatives. In addition to these regional projects Sam has managed several projects with a focus on Downtown or City-wide beautification efforts in communities of various sizes.

**Jeff Gola, PE**



Jeff Gola, PE is an integral part of The Thrasher Group’s Land Development Market. He has accrued more than 20 years of experience in the design and construction of public works projects. In that time, Jeff has been a part of a variety of project types, including sidewalks, dams, bridges, roadways, stormwater systems, and retaining walls. He has dedicated much of his career to understanding the structural design elements that govern these infrastructure projects and takes a methodical design process to ensure his work takes these elements into account so that his projects remain safe, stable, and secure throughout their use. In addition to his public works projects, Jeff is also highly experienced in the transportation world. He has built a large portfolio of these projects over the years, having been involved in more than \$100 million worth of critical transportation infrastructure. He has worked alongside the West Virginia Division of Highways for 17 years and has also become an expert in airport design and construction, working directly with the Federal Aviation Administration.



**Matt Breakey, AIA, LEED AP, NCARB**



Matt Breakey, AIA, NCARB, LEED AP has over 20 years of experience providing architectural design and management services. He has worked with a wide range of clients, including those in the education section (K-12 and higher education), state, federal, correctional, commercial, and multi-unit residential and healthcare providers. Matt spent part of his career providing oversight for major capital construction projects for two auxiliary entities at a higher education institute. This experience gave him a refined eye for the design aspect as well as project construction and feasibility. As a LEED Accredited Professional, Matt works with clients to find cost saving and sustainable features that will enhance their projects. His educational background combined with his well-executed projects make Matt a highly sought-after architect.



## RECENTLY COMPLETED AQUATIC FACILITY FEASIBILITY STUDIES

### **Village of Waunakee, Wisconsin**

#### **Study Completed: Spring 2022**

The Village of Waunakee, Wisconsin retained Councilman-Hunsaker to study the possibility of a potential aquatic center in the Village. In past master planning, community surveys revealed the community places a high importance on aquatic activities, something that is not currently offered by the parks and recreation department. The study incorporated community meetings, stakeholder meetings, an online community survey and presentations to the Village Board. Options developed and studied included an all-outdoor option, an indoor-outdoor aquatic facility and an all-indoor aquatic center. The study developed the capital costs to build the facility and a custom operational plan.

Reference: Sue McDade, Community Services Director

Waunakee Village Center | 333 S. Madison Street | Waunakee, WI 53597

Office: (608) 850-5992 | Email: [smcdade@waunakee.com](mailto:smcdade@waunakee.com)

### **City of West Des Moines, Iowa**

#### **Study Completed: Summer 2022**

The City of West Des Moines, Iowa contracted with Councilman-Hunsaker to study the feasibility of an indoor competition and community-oriented aquatics venue. With the shortage of indoor 50-meter pools and access to competitive diving, the study explored the key components necessary to provide competitive aquatic sports and offer year-round indoor swimming for the WDM community. A total of three options were explored that contained various sizes of pools to support competitive swimming, recreational opportunities and aquatic programs. The related construction and operational costs were also projected.

Reference: Ryan Penning, Assistant Director of Parks & Recreation

City of West Des Moines Parks & Recreation | 4200 Mills Civic Parkway, Suite 1B

West Des Moines, IA 50265 | Phone (515) 222-3448

[ryan.penning@wdm.iowa.gov](mailto:ryan.penning@wdm.iowa.gov)

### **City of Manhattan, Kansas**

#### **Study Completed: Spring 2022**

The City of Manhattan, Kansas retained Anderson Knight Architects and Councilman-Hunsaker to study a future indoor aquatic center in the City of Manhattan. With the previous closing of the Kansas State University Natatorium, the City currently did not have a municipal or university aquatic center to support the local high school swim teams, year-round USA Swimming or aquatic instructional, fitness and recreational programs. The study identified the capital and operational costs for three facility options with a 4,000 square foot community programming pool and lap pools that varied in size from 8-lanes, 14-lanes and 50-meters. Throughout the project the consultant team worked with the City Council appointed project steering committee and held open meetings to review the findings with the community.

Reference: Jason Hilgers, Deputy City Manager

City of Manhattan | 1101 Poyntz Ave

Manhattan, KS 66503

[hilgers@cityofmnhk.com](mailto:hilgers@cityofmnhk.com) | 785.587.2404



## **PROJECT APPROACH / BID SPECIFICATIONS**

### **Project Planning**

Our team understands the project to be a comprehensive study of factors that will impact the planning and design for a future indoor aquatic center in Jefferson County. After a comprehensive exploration process, the final planning report will address the unique needs of how the County will continue to offer aquatic experiences for years to come in Jefferson County. This will provide the leadership of the County with a clear understanding of the potential successes and challenges of the future aquatic amenities and how initial capital and long-term operational costs will impact County budgets. We recognize the value of this project for the Jefferson County community and believe deeply in implementing an in-depth, efficient, and open process as part of all community projects. That's why we have developed a detailed community and key stakeholder methodology that helps identify all the needs, issues, and opportunities that relate to a new aquatic center.

The processes outlined for each task are ones that have proven successful for projects of similar program elements and size. Each phase of the process can only be successful when it's monitored through regular meetings of a consistent group of clients and design team members. The following project planning process is flexible and will be tailored to fit your scope and schedule of needs. We will meet with the steering committee to define the process, identify known issues and concerns, outline a proposed schedule, and set meeting dates as needed. The planning process will consolidate relevant information from these planning documents, budgets, work plans, and funding plans utilized to establish direction and recommendations.

### **Needs Assessment and Preliminary Program Development**

Through this process, we will establish parameters for the long-range plan. We will begin by working closely with County representatives and proposed user groups to identify specific issues while discussing various approaches and solutions. Then as a team, we will:

- Blend the expertise of the design/planning team with the County's understanding of the current and future needs for aquatic offerings in Jefferson County
- Gather and value the input of aquatic users and stakeholders in the Jefferson County community
- Evaluate the anticipated parameters for the project (probable funding, administrative support and expectations, specific project needs and reasonable construction cost and annual operational cost ranges)
- Define the most efficient types of aquatic offerings for Jefferson County

### **Concept Plans, Facility Layout, and Design**

Based on the steering committee's direction and utilizing the results of the community engagement, our team will develop a design program analysis report that lists brief descriptions of each of the spaces, required areas or critical dimensions, and specialized needs for each concept. We will produce conceptual project cost estimates that include construction and non-construction costs. This Programming Phase will involve the formal documentation of your expectations and definition of success for your project. Once an aquatics program has been established, pool concepts illustrating various arrangements and space relationships of the program will be developed. These layouts will elicit feedback from County leadership and stakeholders to ensure a common understanding of project parameters and overall functionality of the project. Ultimately, the conceptual development will describe the size and shape of any pools, related facilities, and amenities, as well as the populations and programs being served.



### **Operating budget planning utilizing Councilman Hunsaker's Aquatic Research Tool (CHART)**

Through our study process, we utilize our proprietary Councilman Hunsaker's Aquatic Research Tool (CHART) that includes 62 development factors for the construction of indoor and outdoor aquatic facilities and over 200 data points to create our customized revenue and expense model. Utilizing CHART, we can incorporate Key Performance Indicators (KPIs) that affect your facility and will provide an accurate projection of revenue and expenses as well as develop a model for how to achieve your aquatic facility cost recovery goals.



### **Total Project Cost / Phased Capital Program**

As a specialty consultant dedicated to aquatic design projects, Councilman-Hunsaker maintains an intricate knowledge base of aquatic project costs nationally, regionally, and across various market sectors. Our continuous involvement with a multitude of aquatics projects ensures a real-time understanding of market conditions and cost data for this project. Our firm utilizes a detailed database to track actual project costs and to maintain our cost estimation spreadsheet, which is utilized from the onset of each project to develop an opinion of construction cost at the program confirmation phase. We then support the prime consultant and design team throughout the design phases of each project by refining our opinion of cost for the aquatics scope as detailed design decisions are documented. There are many design related factors that will influence the cost of the swimming pool construction, just as you would expect for the building construction. Such parameters as geotechnical conditions, structural design approach, finishes, & equipment selections will greatly impact the cost of constructing a commercial swimming pool. Councilman-Hunsaker's track record of accurately projecting aquatic scope construction costs is often relied on as a resource to third-party cost estimators who do not typically have a great deal of experience with this specialty project type. We also maintain open lines of communication with numerous qualified and licensed commercial pool contractors from around the country.

### **Quality Control**

In addition to Councilman-Hunsaker's internal quality control processes, our design personnel have in depth experience in dealing with local, state, and national jurisdictional review authorities. Completing aquatic design projects in all 50 states has given us a true appreciation for the standard as well as atypical design approaches. Throughout our firm's 50+ year history, we have developed an understanding of how to closely work with the governing authorities that will be reviewing this project. These experiences have become invaluable in our development of aquatic facilities that are both functionally and physically reliable.

### **Final Report**

The final report will outline options for the future of aquatic programming for Jefferson County. The executive summary will offer the options in detail, while the balance of the report will provide backup information. Our team will provide JCPRC with all findings, data, and recommendations for the construction of an aquatic facility and all final findings and recommendations will be presented to the JCPRC board and the Jefferson County Commission at a public meeting. A final written report will be given to JCPRC and the Jefferson County Commission that will detail the following information:

- Summary of project



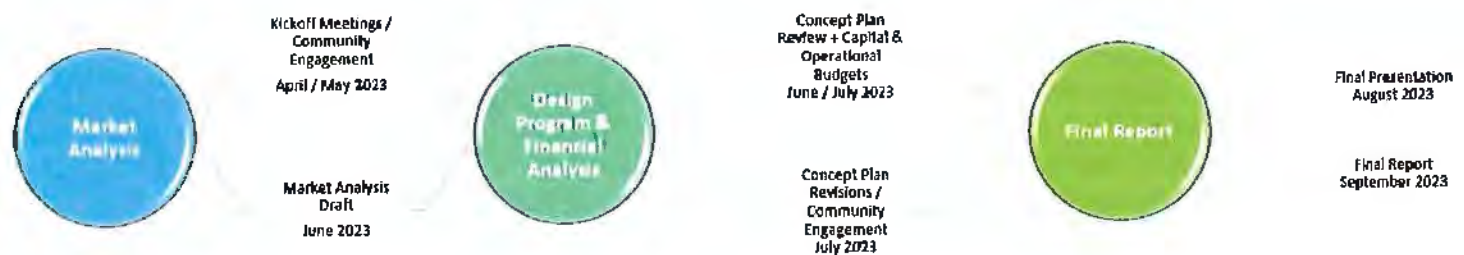
- Overall, is there a need for an aquatic facility in Jefferson County?
- If a need is determined, should the facility be indoor or outdoor?
- Is there proof or evidence that backs up the need for an aquatic facility?
- Is there value in this project?
- Resources needed for project.
- **Market Strategy/Analysis:**
  - Review of existing aquatic facilities in the area
  - Stakeholders focus group meetings synopsis
  - Open public forums synopsis
  - Needs assessment findings
  - Demographic data
  - Ideal location for facility
    - Does property need to be purchased?
    - Does Jefferson County already have a property this facility can be built on?
  - SWOT analysis
- **Financial projections:**
  - A comprehensive cost breakdown
    - Construction cost
    - Operational cost
  - ROI analysis
  - Sources of revenue available to build aquatic facilities.
    - Is additional funding needed? Where will it come from?
  - Budgeting
  - Cost-benefit analysis
- **Organization/staffing:**
  - What additional staffing (full-time/part-time) is needed to operate aquatic facility.
  - Assess facility operation and structure.



**FEE PROPOSAL**

The project team would be organized with George Deines from Counselman-Hunsaker and Samuel Rich with THRASHER leading and collaborating throughout the project and directly reporting to Jefferson County to ensure all aspects of the project are completed in a timely manner.

Both Counselman-Hunsaker and THRASHER look forward to this opportunity to collaborate with Jefferson County. The scope and schedule of this pool project fits well into our firms current workload and would be a valuable addition to our overall project load. We accept a project only if we are able to commit the resources to ensure the job is done right. We have the capacity of time and personnel to accomplish this project within the 6-month timeline as stipulated in the RFP.



**Project Fee Proposal (Not to exceed): \$39,500.00**



Jefferson County Parks & Recreation Commission

Bid for Aquatics Feasibility Study

2. Bidder's Acknowledgement

Bidder's Name: COUNSILMAN-HUNSAKER

Contact Person: GEORGE DEINES

Mailing Address: 4848 GREENVILLE AVE, SUITE 100

City, State, Zip: DALLAS, TEXAS 75206

Email Address: GEORGEDEINES@CHH2O.COM

Telephone Number (best way to reach you): 214-998-2911

Fax Number: \_\_\_\_\_

The undersigned acknowledges the following:

- A. Examination of the bidding documents.
- B. The number and amount of other contracts and awards pending which I am or will become obligated to perform, now and during the course of my work on this project, will not interfere with or hinder the timely prosecution of my work.

Bidder's Signature: 

Date: 2/15/2023

Note: This sheet must be completed and submitted with the bid.



**Jefferson County Parks & Recreation Commission**

**Bid for Aquatics Feasibility Study**

**Bidder's Name:** COUNCILMAN-HUNSAKER

**3. References**

**Organization:** VILLAGE OF WAUNAKEE, WISCONSIN (SUE MCDADE)

**Mailing Address:** 333 S. Madison Street

**City, State, Zip:** Waunakee, WI 53597

**Telephone Number:** (608) 850-5992

**Fax Number:** \_\_\_\_\_

**Length of Association:** 18 months

**Organization:** MANHEIM BOROUGH (JIM FISHER)

**Mailing Address:** 15 East High Street

**City, State, Zip:** Manheim, PA 17545

**Telephone Number:** 717-665-2461

**Fax Number:** 717-665-7324

**Length of Association:** 1 year

**Organization:** MORGANTOWN, WV BOARD OF PARKS AND REC COMMISSIONERS (MARISSA TRAVINSKI)

**Mailing Address:** 799 East Brockway Ave

**City, State, Zip:** Morgantown, WV

**Telephone Number:** 304-296-8356, ext 1001- Office

**Fax Number:** \_\_\_\_\_

**Length of Association:** 2 years

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Russell Burgess/Spencer Fraser**

Department or Organization: **Department of Information Technology**

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

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Hire of Information Technology Support/Helpdesk Technician Level 1**

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

- **The Department of Information Technology would like to fill the above full time position that was opened up in May of 2023 due to employee resignation. This position is necessary for the Information Technology Department to successfully support all county employees and operations. Salary would be \$37,500.00 per year full time employee.**

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*):

- **Motion to approve the Hiring of Christopher Montemurno for the position of Information Technology Support/Helpdesk Technician Level 1 at salary of \$37,500.00 per year full time employee.**

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

If not attached, explain:

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

Contact information: Russell Burgess

Email address: [rburgess@jeffersoncountywv.org](mailto:rburgess@jeffersoncountywv.org) Phone Number: (304) 728-5605

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable



AGENDA REQUEST FORM  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: June 15, 2023

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

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

- 1) Complete bond release for Roderick Planes, LLC - Aspen Greens Subdivision, Phase IA (File #07-15).

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

- 1) Complete release of Performance Bond No. 1000956765 with United States Surety Company, Timonium, MD, construction bond security for Roderick Planes, LLC – Aspen Greens Subdivision, Phase IA (File #07-15).

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*):

- 1) I authorize a complete release of Performance Bond No. 1000956765 with United States Surety Company in the amount of \$57,750.00 for Roderick Planes, LLC – Aspen Greens Subdivision, Phase IA (File #07-15).

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

Bond Release Letter

Site Location 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](mailto:engineering@jeffersoncountywv.org)

Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.





## JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 Fax: (304) 725-7916

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT

*Steve Stolipher*

June 15, 2023

VICE PRESIDENT

*Clare Ath*

Mr. Jaime L. George, Trustee

COMMISSIONER

*Tricia Jackson*

United States Surety Company

P. O. Box 5605

COMMISSIONER

*Jennifer Krouse*

Timonium, MD 21094-5605

COMMISSIONER

*Jane Tabb*

RE: Performance Bond No. 1000956765 dated September 28, 2012, Construction Bond Surety for Roderick Planes, LLC – Aspen Greens Subdivision, Phase 1A (File #07-15).

Dear Mr. George:

The Jefferson County Commission authorizes a complete release of the remaining \$57,750.00 from the construction bond for Roderick Planes, LLC – Aspen Greens Subdivision, Phase 1A (File #07-15). This project is located at the intersection of Country Club Road-Route 24 and Flowing Springs Road-Route 17. The work appears to be %100 complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Performance Bond No. 1000956765 originally issued in the amount of \$2,418,557.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning, the Engineering Office at (304)-728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President  
Jefferson County Commission

SS:rfb

cc: Maurice Gladhill, Managing Member  
Roderick Planes, LLC  
5509 Mt. Zion Road  
Box 777  
Frederick, MD 21705  
Department of Engineering, Planning & Zoning



Email: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

### BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 04 / 25 / 2023 J.C.P.C. File No. 07 - 15

Consultant/Engineer/Firm Name: GATES ASSOCIATED, INC

Mailing Address: 153 VENICE WAY

City: SHEPHERDSTOWN State: WV Zip: 25443

Contact Person: FRED GATES Phone: 304-876-6124

Project/Subdivision Name: ASPEN GREENS

Section/Phase: PHASE 1A 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: \_\_\_\_\_

**Approved for:**  
BOND RELEASE  
By: [Signature] Date: 05/26/2023  
**County Engineer**

Original Bond Amt. \$ 2,103,092.85 + 15% Cont. \$ 315,462.22 = Total Original Bond Amt. \$ 2,418,557

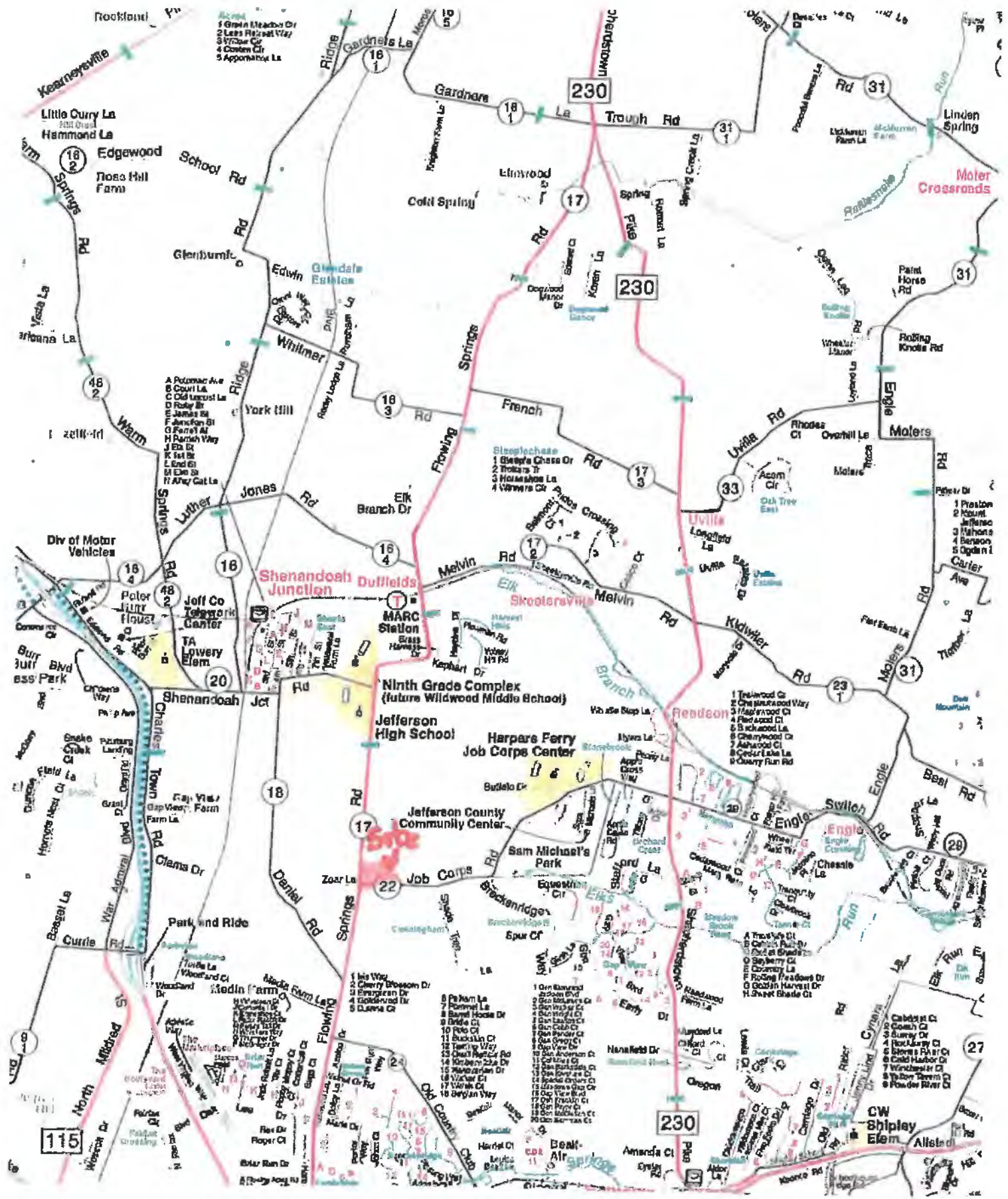
Total Current Bond Amount \$ 57,750.00

Cost of Work Remaining \$ 0.00 + Contingency Amount \$ 0.00

= Approved for Revised Bond Amount \$ 0.00

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

Signature: [Signature] Date: 05 / 26 / 2023



- 1 Green Meadow Dr
- 2 Lees Road Way
- 3 5700th Ct
- 4 Conner Cir
- 5 Apponaug Ln

- A Potomac Ave
- B Court Ln
- C Old Forest Ln
- D Rocky Dr
- E James Rd
- F Junction St
- G Park Ave
- H Park Way
- I Ed Dr
- K Hill Dr
- L Elm Dr
- M Elm Dr
- N Alley Ct

- 1 Iris Way
- 2 Cherry Blossom Dr
- 3 Evergreen Dr
- 4 Goldenrod Dr
- 5 Dulera Ct

- 6 Palm Ln
- 7 Pomeroy Ln
- 8 Laurel Woods Dr
- 9 Olive Ct
- 10 Polo Ct
- 11 Buckskin Ct
- 12 Tangle Way
- 13 Chestnut Rd
- 14 Robert St
- 15 Washington Dr
- 16 Walnut Ct
- 17 Birch Dr
- 18 Oregon Way
- 19 Morgan Way
- 20 Sunflower Ct

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- 1 Preston
- 2 Mount
- 3 Jefferson
- 4 Bishop
- 5 Ogden

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**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



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

Department or Organization: **Engineering Department**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

Date Requested – 2<sup>nd</sup> Choice: **July 13, 2023**

Subject (*Wording to be placed on agenda*): **Approval to Advertise for Building Inspector Position.**

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

**The County Commission provided funding in the FY 2024 Budget for an additional building inspector position. This is a request for approval to advertise for the position. The job description is attached.**

Is this a funding request? **No, the County Commission provided funding in the FY 2024 Department of Engineering, Planning & Zoning budget for this position.**

If so, how much?

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

**Move to approve advertising for the position of Building Inspector in the Department of Engineering, Planning & Zoning.**

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: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

**Jefferson County, West Virginia**  
**Job Description**  
**Revised 01/31/2011**

<b>Position Title:</b>	Building Inspector	<b>Grade Level:</b>	IV
<b>Department</b>	Engineering Department – Office of Permits and Inspections	<b>Date:</b>	
<b>Reports to:</b>	Chief County Engineer	<b>FLSA Status:</b>	Non-Exempt

**Statement of Duties:** Employee is responsible for administrative, technical and inspection work related to the enforcement and interpretation of the building code and ordinances to ensure the health, safety and welfare of the public. Employee is required to perform all similar or related duties.

**Supervision Required:** Under the general supervision of the Chief County Engineer, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently in accordance with specific instructions. The supervisor provides additional, specific instruction for new, difficult, or unusual assignments including suggested work methods as necessary. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed. In many cases, the work is self checking, for example, requiring accounts to balance before proceeding.

**Supervisory Responsibility:** Employee is not regularly required to supervise employees.

**Confidentiality:** Employee has access to department files.

**Accountability:** Consequences of errors or poor judgment may include adverse public relations, missed deadlines, monetary loss, legal repercussions, labor/material costs, and/or injury to self or others.

**Judgment:** Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation or guideline.

**Complexity:** The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

**Work Environment:** Work requires some agility and physical strength to move in and about construction work sites, over rough terrain, or standing or walking for most of the work period. Employee is exposed to outdoor work, confined spaces and high places, toxins or fumes, equipment and machinery, traffic, electricity, radiation, biohazards, loud noises, emotional stress, and risk of personal injury.

Engineering Department - Office of Permits and Inspections  
Building Inspector  
01/31/2011

**Jefferson County, West Virginia**  
**Job Description**  
**Revised 01/31/2011**

**Nature and Purpose of Public Contacts:** Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks and/or developers/ contractors. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons. Employee may furnish news media with routine information such as meeting agendas or departmental procedures.

**Occupational Risks:** Essential functions regularly present potential risk of injuries from improper exposure which could result in loss of time from work. Examples of injury include burns from chemicals, steam or fire, severe muscular strains from working with extremely heavy material, falls from heights in excess of three feet and illness from exposure to communicable diseases. Special safety precautions, training, or protective clothing such as gowns, coats, gloves, glasses, hats or boots may be required.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

1. Review residential permit applications for compliance with the residential building code. This includes but is not limited to: single family dwelling units, duplex dwelling units, swimming pools, decks, car ports, detached garages, storage buildings, chimneys and additions.
2. Performs residential and commercial building inspections to ensure work is being performed and inspected structure meets with minimum requirements of applicable codes and ordinances; records findings of same as required.
3. Meets with builders, contractors, owners, and the public to explain the permit application and inspection process, and building code requirements, and answer questions regarding same.
4. Establishes and maintains harmonious work relationships.
5. Coordinate and prioritize daily inspection schedules, pull permit files at the end of each day to prepare for the following day's inspections.
6. Ensure the safe operation, cleanliness and maintenance of county vehicles. Keep vehicle filled with fuel, and deliver vehicle to county garage for servicing.

Engineering Department - Office of Permits and Inspections  
Building Inspector  
01/31/2011

**Jefferson County, West Virginia**  
**Job Description**  
**Revised 01/31/2011**

7. Investigates citizen complaints related to building code violations.
8. Enforces codes by giving instructions, issues warnings and/or "Stop Work Orders" when necessary.
9. Authorizes Use and Occupancy Certificates.
10. Updates results of each day's inspections into the computer database to ensure accurate and complete recording of inspection status.
11. Attends training courses to remain aware of industry regulations, obtains building code certifications and continuing education requirements as required by state law.
12. Participates in building code and permit application process question and answer meetings held by Planning, Zoning and Engineering for the building industry.

**Recommended Minimum Qualifications:**

**Education and Experience:** Minimum of five (5) years of building construction and/or inspection experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. In addition, successful completion of the training and examinations required to be certified as an Inspector by the International Code Council and the West Virginia State Fire Marshal (WV State Code, Title 87-7-3).

**Special Requirements:**

Valid Motor Vehicle Operator's License and Building Code Inspector and Plans Examiner Certifications (W.V. State Fire Marshal, W.V. State Code, Title 87-7).

**Knowledge, Abilities and Skill**

**Knowledge:** Knowledge and understanding of building construction trades and terminology, International Building Codes, and building construction processes and methods.

**Abilities:** Ability to work independently; ability to deal with public tactfully and effectively. Ability to establish and maintain effective working relationships with department staff, contractors doing business for the town as well as state regulatory authorities. Ability to carry out essential functions under hazardous or inclement weather conditions in a safe manner. Ability to establish and maintain a work reporting system and other related records. Ability to deal effectively with disgruntled members of the public. Ability to read and interpret construction drawings and blue prints.

**Skill:** Basic math skills, computer keyboarding skills for data entry, proficient written and oral

Engineering Department - Office of Permits and Inspections  
Building Inspector  
01/31/2011

**Jefferson County, West Virginia**  
**Job Description**  
**Revised 01/31/2011**

communications skills.

**Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions*

**Physical Skills:** Work requires moderate intermittent physical strength and effort daily, such as, lifting heavy objects, carrying the object(s) and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing or walking for the full work day may also be involved. A great deal of physical effort must be exerted at this level. Travel, particularly during adverse weather conditions and troublesome road conditions and at times during the evening, is required.

**Motor Skills:** Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing a ladder.

**Visual Skills:** Visual demands require the employee to constantly read and interpret documents for general understanding and analytical purposes; employee also routinely reviews non-written materials (e.g. maps and blueprints). Color vision required for this position.

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



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

Department or Organization: **Engineering Department**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

Date Requested – 2<sup>nd</sup> Choice: **July 13, 2023**

Subject (*Wording to be placed on agenda*): **Approval to Advertise for Land Development Inspector Position.**

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

The current land development inspector is planning to retire on November 1, 2023. Therefore, the County Commission provided funding in the FY 2024 Budget to hire an additional land development inspector, after July 1, 2023, to overlap with the current land development inspector for training purposes. Six months of funding is provided in the FY 2024 budget for this purpose.

This is a request for approval to advertise for the position. The job description is attached.

Is this a funding request? **No, the County Commission provided funding in the FY 2024 Department of Engineering, Planning & Zoning budget for this position.**

If so, how much?

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

**Move to approve advertising for the position of Land Development Inspector in the Department of Engineering, Planning & Zoning.**

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: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

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**Jefferson County, West Virginia  
Job Description**

<b>Position Title:</b>	Land Development Inspector	<b>Grade Level:</b>	V
<b>Department</b>	Engineering, Planning & Zoning	<b>Date:</b>	July 1, 2016
<b>Reports to:</b>	Chief County Engineer	<b>FLSA Status:</b>	Exempt

**Statement of Duties:** Employee performs technical and administrative assignments related to ensuring that land development projects are constructed in accordance with approved plans, regulations, ordinances and policy; and ensuring that construction bond amounts are adequate to cover construction costs. Employee is required to perform all similar or related duties.

**Supervision Required:** Working under the general direction of the Chief County Engineer, the employee plans and carries out the regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve through experienced Judgment most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

**Supervisory Responsibility:** Employee is not regularly required to supervise employees.

**Confidentiality:** Employee has access to client records and department files.

**Accountability:** Consequences of errors or poor judgment may include adverse public relations, monetary loss, legal repercussions, personal injury, and/or injury to self or others.

**Judgment:** The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying federal, state and local regulations.

**Complexity:** The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Engineering, Planning & Zoning Department  
Land Development Inspector  
06/01/2023

**Jefferson County, West Virginia**  
**Job Description**

**Work Environment:** Work requires some agility and physical strength, such as moving in and about construction sites, over rough terrain, or standing or walking most of the work period. Employee is exposed to outdoor work, confined spaces and high places, toxins or fumes, equipment and machinery, traffic, electricity, radiation, biohazards, loud noises, emotional stress, and risk of personal injury.

**Nature and Purpose of Public Contacts:** Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks and/or developers/ contractors. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons. Employee may furnish news media with routine information such as meeting agendas or departmental procedures.

**Occupational Risks:** Duties generally do not present occupational risk with only occasional exposure to risk or stress. Minor injury could occur, however, through employee failure to properly follow safety precautions or procedures. Examples of injury include minor bruises from falls, minor cuts or burns, or minor muscular strains from lifting, pushing or carrying equipment or work materials. Special safety precautions, training, or protective clothing such as gowns, coats, gloves, glasses, hard hats or boots may be required.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

1. Draft Bonding Agreements and manage bonding agreements. Review bond surety/performance bonds for compliance with the county's bonding policy. Maintain and manage all bonding related records, documents and third-party reports/certifications.
2. Periodic inspection of residential subdivision and commercial site development projects for compliance with Jefferson County land development ordinances, including but not limited to: sediment and erosion control, storm water management and storm drainage systems, roadways and parking lots, landscaping, site grading, traffic control devices and markings, water and sanitary sewer systems, etc.
3. Update and maintain current construction unit-cost data for estimating construction bonds.
4. Review and approval of construction bond estimates for surety/performance bond purposes.

Engineering, Planning & Zoning Department  
Land Development Inspector  
06/01/2023

**Jefferson County, West Virginia**  
**Job Description**

5. Review construction bond reduction/release requests and conduct final inspections to verify that all site work is complete in accordance with the approved plans prior to reduction/release of the construction bond.
6. Maintains record of third-party as-built plans, inspections and certifications.
7. Take measurements and use a digital camera to document stages of construction with photographs; and maintain record of in-house site inspection reports and approvals.
8. Produce accurate job related correspondence to consultants, developers, etc.
9. Recommend revisions to site development details and standards.

**Recommended Minimum Qualifications:**

**Education and Experience:** Associate's Degree in Civil Engineering Technology or Construction Management with five to seven (5-7) years related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

**Special Requirements:**

Valid Motor Vehicle Operator's License.

**Knowledge, Abilities and Skill**

**Knowledge:** Knowledge and understanding of Civil Engineering principals, practices and theory, heavy site construction process and methods, building construction trades and terminology and construction methods of all aspects of residential and commercial land development projects. Also, knowledge/experience managing legal agreements. Understanding of geotechnical reports. Knowledge of stormwater management and sediment and erosion control concepts.

**Abilities:** Ability to work independently; ability to deal with public tactfully and effectively. Ability to establish and maintain effective working relationships with department staff, contractors, developers and state regulatory authorities. Ability to enforce the requirements of plans and specifications and follow established standards and procedures. Ability to establish and maintain a work reporting system and other related records. Ability to deal effectively with disgruntled members of the public. Ability to read and interpret construction drawings and blue prints.

**Skill:** Basic math skills, proficient computer & keyboarding skills, proficient with Microsoft Office Suite (Word, Excel, Outlook), proficient written and oral communications skills.

**Jefferson County, West Virginia**  
**Job Description**

**Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions*

**Physical Skills:** Work requires moderate intermittent physical strength and effort daily, such as, lifting heavy objects, carrying the object(s) and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing or walking for the full work day may also be involved. A great deal of physical effort must be exerted at this level. Travel, particularly during adverse weather conditions and troublesome road conditions and at times during the evening, is required.

**Motor Skills:** Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing a ladder.

**Visual Skills:** Visual demands require the employee to constantly read and interpret documents for general understanding and analytical purposes; employee also routinely reviews non-written materials (e.g. maps and blueprints). Color vision required for this position.

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



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

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

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

Date Requested – 1<sup>st</sup> Choice: **15 June 2023**

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Request Approval to amend Parks and Recreation Impact Fees – FY 2023 Capital Improvement Plan.**

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

**Parks and Recreation  
FY 2023 CIP  
Amendment No. 1**

**This CIP amendment regards the addition of Land Acquisition request for Parks and Recreation Commission in the amount of \$250,000.**

**The project was previously approved by the County Commission in the FY 2022 CIP, but due to unforeseen long-term approvals and funding, Parks and Recreation did not expend impact fee monies for this project. This request is to add this project to the FY 2023 CIP. The \$250,000 funding request is available in the impact fees "Park Land" Capital Category.**

**The revised FY 2023 CIP, Tables 2 and 3 are attached. Also updated attached are CIP Form 1 and CIP Form 2.**

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

Is this a funding request? **No, Impact fees are used as funding.**

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

Provide exact financial impact/request:

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

**Move to approve the Parks and Recreation – FY 2023 Capital Improvement Plan – Parks and Recreation Amendment No. 1, as presented.**

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:** [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

**Phone Number:** 304-728-3257

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable

Table 2. FY 2023 Projects (Urgent and Non-Urgent) - All Priorities

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2023	Other Sources Allocation	Yr 1 FY 2024	Yr 2 FY 2025	Yr 3 FY 2026	Yr 4 FY 2027	Yr 5 FY 2028
<b>Jefferson County Board of Education</b>											
1	1	Regional Student Support Center	\$17,000,000	\$0	\$1,000,000	\$250,000	\$2,000,000	\$2,000,000	\$2,000,000	\$0	\$0
2	1	ROTC Wing at Jefferson High School	\$1,250,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
3	1	New Middle School	\$38,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,000,000
4	1	New High School	\$58,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,000
<b>TOTALS</b>			<b>\$115,250,000</b>	<b>\$0</b>	<b>\$2,000,000</b>	<b>\$250,000</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>\$29,000,000</b>	<b>\$29,000,000</b>
<b>Sheriff of Jefferson County</b>											
1	2	Weapons Training Qualifications Range	\$100,000	\$0	\$25,000	\$0	\$25,000	\$25,000	\$25,000	\$0	\$0
2	2	Exterior Expansion Temporary Sheriff's Office Space	\$1,200,000	\$0	\$600,000	\$0	\$400,000	\$100,000	\$100,000	\$0	\$0
3	2	Interior Expansion Temporary Sheriff's Office Space	\$200,000	\$20,000	\$180,000	\$0	\$0	\$0	\$0	\$0	\$0
4	2	Mobile Data Terminal System for Police Vehicles	\$184,500	\$0	\$10,000	\$0	\$31,500	\$31,500	\$0	\$50,000	\$61,500
5	2	Permanent Jefferson County Sheriff's Office	\$6,000,000	\$75,000	\$500,000	\$0	\$1,500,000	\$1,900,000	\$2,000,000	\$25,000	\$0
6	2	Purchase of Police Cruisers x 18	\$900,000	\$0	\$150,000	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$0
<b>TOTALS</b>			<b>\$8,584,500</b>	<b>\$95,000</b>	<b>\$1,465,000</b>	<b>\$0</b>	<b>\$2,106,500</b>	<b>\$2,206,500</b>	<b>\$2,275,000</b>	<b>\$225,000</b>	<b>\$61,500</b>
<b>Jefferson County Parks &amp; Recreation Commission</b>											
1	2	James Hite Park (Utilities)	\$1,800,000	\$0	\$100,000	\$0	\$0	\$850,000	\$850,000	\$0	\$0
2	2	Maintenance Vehicle	\$45,000	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0
3	2	Sam Michael's Park (Amphitheatre-Phase 2)	\$1,175,000	\$0	\$100,000	\$1,075,000	\$0	\$0	\$0	\$0	\$0
4	2	Land Acquisition Sam Michaels Park (Playground)	\$2,656,000	\$0	\$250,000	\$406,000	\$2,000,000	\$0	\$0	\$0	\$0
5	2	Sam Michaels Park (Playground)	\$130,000	\$0	\$65,000	\$65,000	\$0	\$0	\$0	\$0	\$0
6	2	Sam Michael's Park (Community Center Addition)	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000

Table 2. FY 2023 Projects (Urgent and Non-Urgent) - All Priorities

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2023	Other Sources Allocation	Yr 1 FY 2024	Yr 2 FY 2025	Yr 3 FY 2026	Yr 4 FY 2027	Yr 5 FY 2028
7	3	South Jefferson Park (Master Plan)	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
8	3	Sam Michael's Park (Splash Pad)	\$230,000	\$0	\$0	\$0	\$30,000	\$0	\$200,000	\$0	\$0
9	2	James Hite Park (Parking)	\$120,000	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0
10	2	Sam Michael's Park (Septic Upgrades)	\$750,000	\$0	\$150,000	\$500,000	\$0	\$0	\$0	\$0	\$0
11	2	James Hite Park (Dog Park)	\$78,000	\$0	\$0	\$0	\$0	\$0	\$78,000	\$0	\$0
12	2	James Hite Park Phase III Development	\$500,000	\$0	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0
13	3	2026 Parks Master Plan	\$100,000	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0
14	2	Sam Michael's Park Artificial Turf Field	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0
15	3	Sam Michael's Park Amphitheater Phase III	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0
16	3	Program Support Vehicle	\$40,000	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0
<b>TOTALS</b>			<b>\$12,199,000</b>	<b>\$0</b>	<b>\$1,080,000</b>	<b>\$2,802,000</b>	<b>\$4,070,000</b>	<b>\$950,000</b>	<b>\$2,128,000</b>	<b>\$2,750,000</b>	<b>\$825,000</b>
<b>Jefferson County Emergency Services Agency</b>											
1	1	JCESA Building Mortgage	\$520,328	\$0	\$81,000	\$0	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000
<b>TOTALS</b>			<b>\$520,328</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>
<b>Jefferson County Administrative Facilities</b>											
1	1	County Administrative Facilities/Courts - Prosecutor Cost Recovery	\$180,222	\$0	\$0	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
<b>TOTALS</b>			<b>\$180,222</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>

Table 3. FY 2023 Impact Fundable Projects

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2023	Other Sources Allocation	Yr 1 FY 2024	Yr 2 FY 2025	Yr 3 FY 2026	Yr 4 FY 2027	Yr 5 FY 2028
9	2	James Hite Park (Parking)	Eligible for Full Funding due to being for new growth		As of December 31, 2021, the remaining allocation amount is \$601,309 in the "Park Improvements, Facilities (bldgs.) & Study" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$845,779 on June 30, 2022.						
					Funding for this project is available in the Parks and Rec impact fee account for this \$120,000 request in FY 2023. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project.						
10	2	Sam Michaels Park (Septic Upgrades)	Eligible for Full Funding due to being for new growth		As of December 31, 2021, the remaining allocation amount is \$601,309 in the "Park Improvements, Facilities (bldgs.) & Study" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$845,779 on June 30, 2022.						
					Funding for this project is available in the Parks and Rec impact fee account for this \$150,000 request in FY 2023. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project. Total cost is being supplemented with \$600,000 of funding from other sources.						
4	2	Land Acquisition	Eligible for Full Funding due to being for new growth		As of 24 May 2023, the remaining allocation amount is \$197,658 in the "Park Land" capital category of this project is currently fully fundable to that amount and contingent upon the availability of fund in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$250,022 on June 30, 2023.						
					Funding for this project is available in the Parks and Rec impact fee account for this \$250,000 request in FY 2023. Total cost is being supplemented with \$406,000 of funding from other sources.						

Jefferson County Emergency Services Agency (EMS)

1	1	JCESA Building Mortgage	\$520,328	\$0	\$81,000	\$0	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000
<b>TOTALS</b>			<b>\$520,328</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>

Impact Fee Specialist Recommendations -- Jefferson County Emergency Services Agency (EMS)				
#	Pri	Project	Fee Funding Potential	Comments

**Parks & Recreation - Percent Allocation & Amount Available by Capital Category**

(Target Allocation % based on 2020 LOS Recalculation Study)

Balance as of 24 May 2023								
Capital Category	Cost Per Person (Level of Service*) <small>(2020 Study, Fig. P11)</small>	Percent of Total Cost per Person	Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Capital Category Revenue Expended	24 May 2023 Capital Category Amount Available	Comments
Park Improvements, Facilities (bldgs.) & Study	\$305.21	80.7%	\$2,915,426	80.7%	\$2,353,140	\$1,311,545	\$1,041,595	Fund
Park Land	\$66.26	17.5%	\$2,915,426	17.5%	\$510,858	\$313,200	\$187,658	Fund
Park Vehicles & Equipment	\$6.80	1.8%	\$2,915,426	1.8%	\$52,427	\$90,815	-\$38,388	Capital Category Overspent
<b>Total for Parks &amp; Recreation =</b>	<b>\$378.27</b>	<b>100.00%</b>		<b>100.0%</b>	<b>\$2,916,426</b>	<b>\$1,715,560</b>	<b>\$1,200,865</b>	<b>(Total Funds Available)</b>

Balance Projected through June 30, 2023						
Capital Category	Projected Total Revenue Collected	Capital Category Allocation %	Capital Category Projected Revenue Allocation	Capital Category Revenue Expended	June 30, 2023 Projected Capital Category Amount Available	Comments
Park Improvements, Facilities (bldgs.) & Study	\$3,215,362	80.7%	\$2,594,339	\$1,311,545	\$1,282,794	Fund
Park Land	\$3,215,362	17.5%	\$563,222	\$313,200	\$250,022	Fund
Park Vehicles & Equipment	\$3,215,362	1.8%	\$57,801	\$90,815	-\$33,014	Do Not Fund This Category
<b>Total for Parks &amp; Recreation =</b>		<b>100%</b>	<b>\$3,215,362</b>	<b>\$1,715,560</b>	<b>\$1,499,801</b>	<b>(Projected Funds Available)</b>

\*Calculated Based on July 16, 2021 Impact Fees Recalculation Report by TischlerBise using the Capital Category LOS Cost Calculations (See Figure, P11).



**CIP  
FORM 1**

**Agency/Department/Office Summary**

3	Sam Michael's Park (Splashpad)	\$230,000	0	0	0	\$30,000	0	\$200,000	0	0
2	James Hite Park (Parking Lot)	\$120,000	0	\$120,000	0	0	0	0	0	0
1	Sam Michaels Park (Septic Upgrades)	\$750,000	0	\$150,000	\$600,000	0	0	0	0	0
2	James Hite Park (Dog Park)	\$78,000	0	0	0	0	0	\$78,000	0	0
2	James Hite Park (Phase III Development)	\$500,000	0	\$250,000	\$250,000	0	0	0	0	0
3	2026 Parks Master Plan	\$100,000	0	0	0	0	\$100,000	0	0	0
2	Sam Michaels Park (Artificial Turf Field)	\$1,000,000	0	0	0	0	0	1,000,000	0	0
3	Sam Michaels Park (Amphitheater-Phase III)	\$2,000,000	0	0	0	0	0	0	2,000,000	0
3	Program Support Vehicle	\$40,000	0	0	0	\$40,000	0	0	0	0

# CIP FORM 2

Jefferson County Government

## ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Project Title:** Land Acquisition (Duplicate from 2022) **Date this form prepared:** 11/17/21

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

**Project Location:** Jefferson County

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

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

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

**DESCRIPTION AND JUSTIFICATION** (See instructions for Form 2 – attach additional pages as needed)

This represents a long-term ongoing project targeted at alleviating deficiencies noted in the 2016 park master plan.

Even with the modest growth projected in Envision Jefferson 2035, the Jefferson County's Comprehensive Plan prepared in 2015, there will be a substantial increase in population over the next 20 to 30 years in Jefferson County. An important value of a comprehensive planning effort, whether broadly considered or topic specific, is to ensure that as community population and demographic changes occur, Jefferson County is well prepared for those changes. Based on project population growth with the targeted growth management areas within the Comprehensive Plan, there will be a need for additional parkland. Since Jefferson County's parks are already considered under-sized by typical county level standards, it is suggested that lands that specifically adjacent to existing parklands should be given a priority in order to build upon existing resources. The JCPRC is currently looking at two properties that fit into this category and into the master plan. Both properties would expand green space in Jefferson County by 277 acres. JCPRC anticipates closing on one of these properties in early 2022, with the help of a generous donation and grant funding of \$406,000 to ensure the sale. In addition, JCPRC is continuing to look to outside sources to fund the remaining property.

<b>Estimated Total Cost of Project (\$)</b>	<u>\$2,656,000</u>	
<b>Funding Request Breakdown by Year (\$):</b>	<u>\$250,000</u>	<b>Current (FY 2023)</b>
	<u>\$2,000,000</u>	<b>Out Year 1 (FY 2024)</b>
	<u>0</u>	<b>Out Year 2 (FY 2025)</b>
	<u>0</u>	<b>Out Year 3 (FY 2026)</b>
	<u>0</u>	<b>Out Year 4 (FY 2027)</b>
	<u>0</u>	<b>Out Year 5 (FY 2028)</b>

**DESCRIBE METHOD OF CALCULATING ESTIMATED COST OF PROJECT:** (See Instructions)

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The Jefferson County Parks & Recreation Commission estimated costs based on past expenditures and quotes received.  
 **Additional pages attached**



# AGENDA REQUEST FORM

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

Name: Mike Sine-Director

Department or Organization: **Jefferson County Emergency Service Agency**

Estimation of time needed for appointment: **10 Mins**

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

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

2<sup>nd</sup> Choice:

Subject (Wording to be placed on agenda):

**Ambulance Transmission Repair payment of \$12,998.74**

Please provide a description of your request or presentation, including any background information:

**Currently Ambulance 1102 is down with a transmission issue. Our local shop that does our ambulance PM and chassis repair had diagnosed it, made an initial required repair, and then found it to have a faulty transmission which will require replacement of the entire transmission. The total cost for this repair is \$12743.86.**

Is this a Funding Request? Y/N

If so, how much? \$

Provide exact financial request:

Is this a Hiring Request?

Name of Hire:

Annual Salary: \$ 70 Hr/80 Hr

Start Date (beginning of pay period):

Increase after probation if any: n/a

Any Additional Conditions of Employment:

\_\_\_\_\_  
\_\_\_\_\_

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

**Motion to approve the payment of \$12,998.74 for the repair of an ambulance transmission.**

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: **Mike Sine**

Phone Number: 304-820-8443

Email Address: **msine@jcesa.org**





**Obsession Automotive**  
 422 Steeley Way  
 Kearneysville, WV 25430  
 (304) 725-7300  
 info@obsessionautomotive.com  
 https://obsessionautomotive.com

**Estimate for RO #4559**

**Service Advisor:** Blair Ryman  
**Date Created:** 05/15/23 at 08:59 AM EDT  
**Client:** Jefferson County Emergency Services Agency  
**Vehicle:** 2013 Ram 4500 Tradesman

<b>Jefferson County Emergency Services Agency</b>  Phone: (304) 820-8443 Email: msine@jces.a.org	<b>2013 Ram 4500 Tradesman 6.7L 6Cyl DIESEL</b> <b>ETK Turbocharged</b> VIN: 3C7WRLCL6DG552677 License: N/A Unit #: 1102   Color: Red Odometer In: 92483 / Out: 92483	<b>RO #4559</b>
---	--	-----------------

**Client concerns:**

- Driver complaint of a metallic noise and then unit would not move.
- Driver states that low gear some times works.

<b>1 - Transmission Issues</b>		<b>TECH: B R</b>	
<b>Note:</b> Codes found in transmission, All point at TCM failure, See attached photo for codes.			
Potential for transmission internal issue to be present, but this must be repaired first			
<i>Labor:</i>	Diagnose/Testing - Transmission Issue(s)		\$200.00
	Replace - TCM		\$50.00
	Replace - Transmission Range Sensor		\$50.00
<i>Parts:</i>	Transmission Ranger Sensor	1	\$530.00    \$530.00
	Transmission Control Module - Blank	1	\$691.74    \$691.74
	TCM Programming	1	\$395.00    \$395.00
✓ Approved on 05/23/23 at 03:37 PM EDT			<b>\$1,916.74</b>

<b>2 - Transmission Assembly</b>		<b>TECH: J C</b>	
<b>Note:</b> Mopar OEM ETA 6/14/23			
<i>Labor:</i>	Replace - Transmission Assembly - Ambulance		\$1,600.00
<i>Parts:</i>	AS69RC Reman Automatic Transmission	1	\$8,995.00    \$8,995.00
	Automatic Transmission Fluid	14	\$15.58    \$232.12
✓ Approved on 06/05/23 at 01:20 PM EDT			<b>\$10,827.12</b>

**2% Cash Discount**

**2 Year / 24,000mi Nationwide Warranty**

**2 Year / 24,000mi Roadside Assistance**

\*Some Exclusions Apply\*

All Quotes / Labor Estimates valid for 7 days

Total Fees are Shop Supplies

\*\* Due to Supply Chain Issues, Parts Pricing and Availability could change. \*\*

**Total Repair Order & Signature:**

X

Total Jobs:	\$12,743.86
Total Fees:	\$254.88
<b>Subtotal:</b>	<b>\$12,998.74</b>
<b>Grand Total:</b>	<b>\$12,998.74</b>
<b>BALANCE DUE:</b>	<b>\$12,998.74</b>

## Sorayda Pitts

---

**From:** Jessica James  
**Sent:** Friday, June 9, 2023 9:37 AM  
**To:** Sorayda Pitts  
**Subject:** FW: FW: Estimate for your 2013 Ram 4500 Ambulance 1102

**From:** Makayla Zonfrilli <mzonfrilli@jeffersoncountywv.org>  
**Sent:** Friday, June 2, 2023 4:31 PM  
**To:** Jane Tabb Commissioner <vinemont.farm@gmail.com>  
**Cc:** Clare\_Ath <commissioner.ath@gmail.com>; Steve Stolipher <stolipherjcc@gmail.com>; Jennifer Krouse <jckrouse@gmail.com>; Tricia Jackson Commissioner <commissioner.triciajackson@gmail.com>; Jessica James <jjames@jeffersoncountywv.org>  
**Subject:** Re: FW: Estimate for your 2013 Ram 4500 Ambulance 1102

Thank you all.

Mk

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---

**From:** Jane Tabb <vinemont.farm@gmail.com>  
**Sent:** Friday, June 2, 2023 3:50:22 PM  
**To:** Makayla Zonfrilli <mzonfrilli@jeffersoncountywv.org>  
**Cc:** Clare\_Ath <commissioner.ath@gmail.com>; Steve Stolipher <stolipherjcc@gmail.com>; Jennifer Krouse <jckrouse@gmail.com>; Tricia Jackson Commissioner <commissioner.triciajackson@gmail.com>; Jessica James <jjames@jeffersoncountywv.org>  
**Subject:** Re: FW: Estimate for your 2013 Ram 4500 Ambulance 1102

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

I vote yes given the current situation. Jane Tabb

On Fri, Jun 2, 2023, 12:18 PM Makayla Zonfrilli <mzonfrilli@jeffersoncountywv.org> wrote:

Good afternoon Commissioners,

I spoke with Laura and Mike, there is an emergency issue with the transmission for one of our ambulances. The amount is \$10,827.12 and we would put it on the June 15<sup>th</sup> Agenda. According to Laura, if I have a majority of you agreeable via email, with county administrator sign off, we can move forward with this. Please advise at your earliest convenience for emergency purposes. This is set forth in our emergency purchase policy.

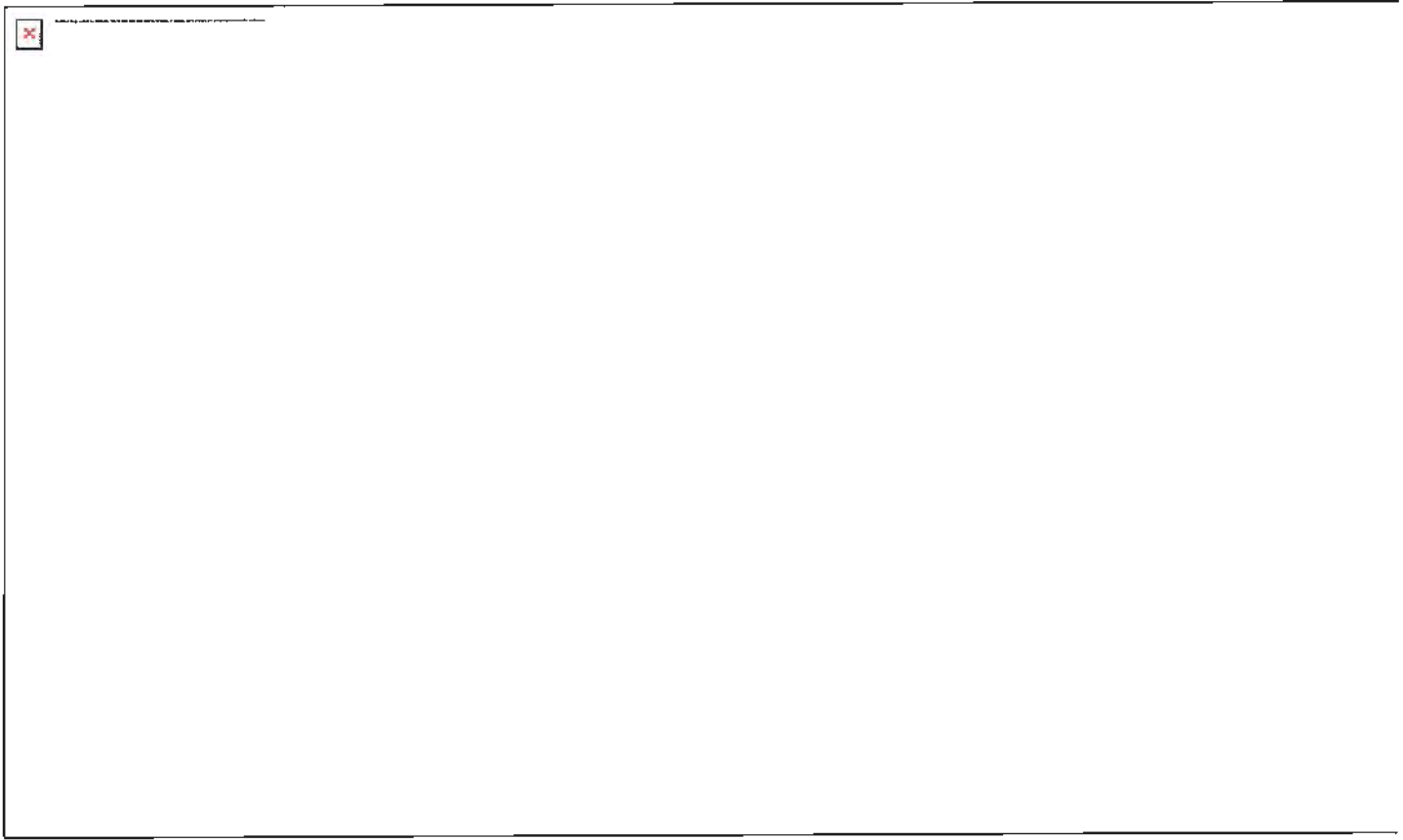
Best,

MK

Makayla Zonfrilli

County Administrator

Jefferson County



**From:** Mike Sine <[msine@jcesa.org](mailto:msine@jcesa.org)>  
**Sent:** Thursday, June 1, 2023 5:11 PM  
**To:** Laura Kuhn <[lkuhn@jeffersoncountywv.org](mailto:lkuhn@jeffersoncountywv.org)>  
**Cc:** Makayla Zonfrilli <[mzonfrilli@jeffersoncountywv.org](mailto:mzonfrilli@jeffersoncountywv.org)>  
**Subject:** RE: Estimate for your 2013 Ram 4500 Ambulance 1102

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Ok, thank you Laura.

MK can you please let me know if we can do this?

Thanks,

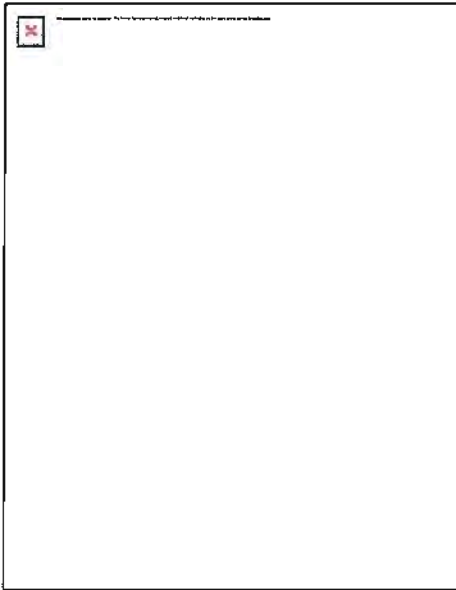
Theodore "Mike" Sine

JCESA Director

**From:** Laura Kuhn <[lkuhn@jeffersoncountywv.org](mailto:lkuhn@jeffersoncountywv.org)>  
**Sent:** Thursday, June 1, 2023 5:02 PM  
**To:** Mike Sine <[msine@jcesa.org](mailto:msine@jcesa.org)>  
**Cc:** Makayla Zonfrilli <[mzonfrilli@jeffersoncountywv.org](mailto:mzonfrilli@jeffersoncountywv.org)>  
**Subject:** Re: Estimate for your 2013 Ram 4500 Ambulance 1102

Mike,

There is the ability to make emergency purchases over \$5000 in the policy. My department is included to be able to make a purchase for an emergency situation. It requires getting a majority of the commission to agree by email, sent by the county administrator, to the purchase you would then submit the requisition for the next meeting. I think your needs would qualify as an emergency.



638110431016970000

PDF Document · 643 KB

Sent from my iPhone

On Jun 1, 2023, at 4:49 PM, Mike Sine <[msine@jccsa.org](mailto:msine@jccsa.org)> wrote:

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

I am reaching out to both of you as this relates the emergency repairs of a county owned vehicle and the policy that invoices over \$5000 need Commission approval.

Currently Ambulance 1102 is down with a transmission issue. Our local shop that does our ambulance PM and chassis repair had diagnosed it, made an initial required repair, and then found it to have a faulty transmission which will require replacement of the entire transmission. The total cost for this repair is \$12743.86. (see forwarded message)

1. This unit being 10 years old would typically be at what we had planned to be end of life.
2. The plan is to have a 10-year cycle for replacing units.
3. Each year we would order/build/purchase at a minimum 1 new unit.
4. Currently in our fleet we have 3 Reserve (backup) units.
5. On multiple occasions we have been out of Reserve units due to multiple breakdowns.

6. The new unit which is currently being built at the factory will not be ready until the end of August.
7. We have not ordered another unit and typical lead time is 18-24 months which means unless we purchase a demo next year, we will be behind on unit replacement.
8. If our replacement plan was up and running, I would not recommend repairing this unit as it has significant mileage and an obsolete airbag rear suspension that may need to be replaced in the future (an approximate cost of \$13000).
9. If we had already received the new ambulance, I would possibly recommend sending this ambulance to an authorized re-fitter to have the chassis replaced and the unit recertified. This is a 30-45% cost saving but could take up to 6 months (which is significantly faster than an entirely new ambulance build).
10. Unfortunately, due to our current situation I feel we should go ahead with the repair.

This brings me to my dilemma. We have a \$5000 limit before an invoice must be approved by the commission. I know I had mentioned the need for a policy for emergency repairs because I had anticipated this issue happening sooner or later. Laura, I assume there is some type of policy in place in case of a significant emergency maintenance repair. If so, MK, could we possibly fall under that same scenario. If not, how can I move forward without having the unit sit for 2 weeks while waiting to get approval. The transmission would then need to be ordered and installed which could take an additional 1-2 weeks.

Thanks,

Theodore "Mike" Sine

JCESA Director

**From:** Obsession Automotive <[DONOTREPLY@tekmetric.com](mailto:DONOTREPLY@tekmetric.com)>

**Sent:** Thursday, June 1, 2023 11:05 AM

**To:** Mike Sine <[msine@jcesa.org](mailto:msine@jcesa.org)>

**Subject:** Estimate for your 2013 Ram 4500 Tradesman

## Obsession Automotive

422 Steeley Way, Kearneysville, WV 25430

**Your vehicle estimate is ready.**

Hi Jefferson County Emergency Services Agency,

Thanks for being a valued customer of Obsession Automotive, a detailed estimate for your 2013

**Ram 4500 Tradesman** is available below. Please review the estimate of work and authorize the jobs to be performed on your vehicle.

[VIEW ESTIMATE](#)

For any questions, please contact us at 3047257300.

Thank you,  
— Obsession Automotive

**Our location:**  
422 Steeley Way  
Kearneysville, WV 25430

**Contact us:**  
3047257300  
[info@obsessionautomotive.com](mailto:info@obsessionautomotive.com)  
<https://obsessionautomotive.com>

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**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Laura L. Kuhn, Director – Fleet & Facilities Management**  
**Chief Deputy Victor Lupis – Sheriff's Department**  
**Eric Ahalt – Enterprise Fleet Management**

Department or Organization: **Fleet & Facilities Management**

Estimation of amount of time needed for appointment: **30 Minutes**

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

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

Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Request Approval to Transition the County's Fleet to a Leased Fleet Program with Enterprise Fleet Management**

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

**The past several years have presented a challenge in procuring new vehicles for the County's fleet. Yearly budgetary funding only allows replacement of a few vehicles per year. Year after year, our fleet has aged and the older vehicles are not replaced when they should be. Now with the current supply chain issues, it is nearly impossible to replace vehicles. The supply chain issues have caused lengthy backorders of nine or more months. The manufacturers have canceled our vehicle orders after they have been placed. We now have a fleet with costly breakdown and repair issues, lowered fuel efficiency, and possible safety issues.**

**(Further detailed information is attached to this request)**

Is this a funding request? **No – We will be able to use the capital funds that were allocated to us for vehicle purchases for FY24.**

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 to approve the Director of Fleet & Facilities Management to move forward with transitioning the County's fleet from purchased vehicles to a leased vehicle program through Enterprise Fleet Management.**

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: [LKuhn@jeffersoncountywv.org](mailto:LKuhn@jeffersoncountywv.org)

Phone Number: 304-728-3355





Department of Fleet & Facilities Management  
128 Industrial Blvd  
Kearneysville, WV 25430  
304-728-3355  
Laura Kuhn, Director

**TO:** Jefferson County Commission  
**FROM:** Laura L. Kuhn  
**DATE:** June 7, 2023  
**RE:** Enterprise Fleet Leasing

The past several years have presented a challenge in procuring new vehicles for the County's fleet. Yearly budgetary funding only allows replacement of a few vehicles per year. Year after year, our fleet has aged and the older vehicles are not replaced when needed. Now with the current supply chain issues, it is nearly impossible to replace vehicles. The supply chain issues have caused lengthy backorders of nine or more months. The manufacturers have canceled our vehicle orders after they have been placed. Because we were already struggling with an aging fleet before the current supply chain and manufacturer problems, we now have a fleet with costly breakdown and repair issues, lowered fuel efficiency, and possible safety issues.

I am asking for the Commission's approval in moving from a purchased fleet to a leased fleet. With the option of leasing vehicles, we will be able to move vehicles out of rotation before they are in need of costly repairs. Parts for repairs have increased significantly in the past few years, making these repairs even more costly. Newer vehicles also have better fuel efficiency, which should reduce fuel costs. Safety is also a concern with an aging fleet. Newer vehicles are equipped with the latest safety technology. There is also an increased risk of roadside breakdowns, which could be unsafe for county employees.

I have reached out to our elected officials who use county fleet vehicles. Sheriff Hansen and Assessor Banks are both in agreement with fleet leasing. The Sheriff's office has the largest number of vehicles in the county's fleet. They have many older vehicles with high mileage. They do not have enough pool vehicles at times to cover when a vehicle is out of service. Deputies patrol in older, out of date vehicles. This could pose a safety issue to these officers.

Eric Ahalt, from Enterprise Fleet Management, will provide a presentation to go over the advantage of fleet leasing as opposed to purchasing. After meeting with Mr. Ahalt several times and including representatives from the Sheriff's office in one of the meetings, the Sheriff's office and I agree that this leasing option will be the best fit for Jefferson County's fleet needs going forward.

I have included supporting information on the following pages.

Thank you for your consideration.



## JEFFERSON COUNTY COMMISSION'S FLEET VEHICLES

- Approximately 115 Vehicles
  
- 44 Vehicles - Over 100,000 miles
  
- 49 Vehicles – Over 10 Years Old
  - 10-15 years old        21 Vehicles
  - 15-20 years old        18 Vehicles
  - 20+ years old         10 Vehicles

### **Current Procurement Challenges:**

- RFP Process – The vehicle manufacturers have a very small window for ordering vehicles. Before the RFP process can be completed, ordering windows close. Dealers are not given notice from the manufacturers in a timely manner in order to know when the windows for ordering will open or close.
- Cancellations – Seven vehicles were ordered for FY23. (Non-Law Enforcement Vehicles). Out of the seven vehicles ordered, we have only received two. Three vehicle orders have been completely cancelled. Two vehicles have been on back order for 9 months.
- Production Delays – We are seeing wait times on vehicle deliveries of 9 months or more.
- Increased Cost – Due to supply and demand issues, costs have risen significantly for new vehicle purchases.

### **Current Fleet Challenges:**

- The County currently has an aged fleet. A healthy replacement cycle is not currently obtainable through the purchasing process.
- Safety!! Older vehicles do not have the safety features that a newer vehicle will have. Older vehicles are also more likely to suffer a roadside breakdown, which could pose a safety risk to County employees.
- Fuel Economy – Newer vehicles are more fuel-efficient.
- Maintenance & Repair Costs – Older vehicles are more likely to need costly repairs to remain operational. We are seeing more and more major breakdowns.
- Pool Vehicles – The Sheriff's office does not currently have enough pool vehicles to cover their deputies when vehicles are out of service. We also are limited when an employee or elected official needs to use a County vehicle for trips for training.

**Vehicles Hi-Lighted are Over 100,000 miles and/or Over 10 Years Old**

ASSIGNED	VEHICLE DESCRIPTION	ODOMETER
911-Veh-02	2006 Dodge Durango	126,864
911-Veh-03	2003 Blue Jeep Liberty	39,664
911-Veh-04	2022 White Ford Explorer	5,478
Addressing-Veh-02	2005 Ford Escape	99,073
Animal Control-Veh-05	2012 GMC Canyon	104,637
Animal Control-Veh-06	2018 GMC Canyon SLE	60,876
Animal Control-Veh-07	2019 Ford F250 Super Duty	44,550
Animal Control-Veh-08	2022 Chevy Colorado	4,502
Assessor-Veh-08	2014 Jeep Patriot	34,058
Assessor-Veh-09	2014 Jeep Patriot	38,535
Assessor-Veh-10	2017 Grand Cherokee Laredo	26,900
Assessor-Veh-11	2018 Jeep Cherokee	14,086
Assessor-Veh-12	2019 Ford Escape SE	16,988
Assessor-Veh-13	2022 Chevy Equinox LS	3,519
DEPZ-Veh-05	2003 Steel Blue Jeep Liberty	103,966
DEPZ-Veh-09	2006 Ford Explorer Gold	57,400
DEPZ-Veh-10	2006 Ford Explorer Gray	75,901
DEPZ-Veh-11	2011 Ford Focus	50,635
DEPZ-Veh-12	2012 Jeep Patriot Sport 4x4	100,113
DEPZ-Veh-14	2022 Chevy Equinox LS	2,134
Homeland Sec-Veh 03	2011 Ford Expedition	108,761
Homeland Sec-Veh 04	2002 White Jeep Liberty	108,395
IT Dept Veh 01	2002 Steel Blue Jeep Liberty	121,649
JCESA-Car 11-New	2020 Ford Explorer XLT	11,254
JCESA-EMS 11	2013 Ford Expedition	110,552
JCESA-EMS 11-1	2012 Ford Expedition	84,034
JCESA-EMS 11-3	2017 Ford Interceptor Utility	50,141
JCESA-EMS 11-4	2020 Ford Explorer Police	22,598
JCESA-EMS 11-5	2021 Chevrolet Tahoe	2,965
JCESA-EMS 11-6	2021 Chevrolet Tahoe	12,334
JCESA-Transport 11	2013 Ford Econoline E250	30,906
Maint-Veh-01	2022 White Ford Explorer	5,482
Maint-Veh-04	2006 Ford F-250 XL	80,234
Maint-Veh-06	2009 Ford Ranger	62,108
Maint-Veh-07	2011 Dodge Dakota	54,642
Maint-Veh-08	2011 Ford F-350	48,115
Maint-Veh-09	2011 Dodge Dakota	65,875
Maint-Veh-10	2017 Ford Transit	28,899
Maint-Veh-11	2022 Ford F250	2,862
POOL 01	2008 Ford Escape XLS	86,444
Pool Vehicle 2	1992 Ford Truck	175,466
Reserves 1765	2008 Ford Explorer	103,985
Reserves 1770	2001 Ford Crown Victoria	161,258
Reserves 1774	2007 Ford Crown Vic	141,727
Reserves 1807	2004 Ford Crown Vic	139,177
Reserves 1976	2005 Ford Crown Victoria	Broken Odometer
Reserves 2151	2005 Ford Explorer	152,206
Reserves 2276	2001 Ford Crown Victoria	171,901
Reserves 2302	2005 Dodge Durango	179,889
Reserves 2304	2004 Dodge Dakota 4x4	148,572
Reserves 2323	2008 Ford Crown Victoria	233,000
Reserves 2324	2002 Ford Crown Victoria	134,875
Reserves 2575	2009 Ford Crown Victoria	121,232
Reserves 3919	2005 Ford Crown Vic	141,113
Reserves 4482	2011 Crown Victoria	97,239

Reserves 4688	2009 Crown Vic	121,557
Reserves 4689	2009 Crown Vic	121,557
SO 1752	2016 Ford Explorer	94,737
SO 1759	2006 Jeep Cherokee	158,764
SO 1761	2016 Ford Explorer	112,657
SO 1767	2016 Ford Explorer	151,239
SO 1769	2016 Ford Explorer	125,480
SO 1771	2016 Ford Explorer	102,050
SO 1775	2017 Ford Explorer	120,740
SO 1778	2009 Ford Expedition	113,573
SO 1977	1997 Ford E350 Van	87,838
SO 2210	2018 Jeep Cherokee	59,602
SO 2449	2018 Ford Explorer	101,919
SO 2450	2008 Ford Crown Victoria	146,241
SO 2473	2018 Ford Explorer	96,400
SO 2547	2008 Ford Explorer	134,221
SO 2573	2009 Ford Crown Victoria	108,144
SO 3138	2013 Ford Police Interceptor	92,386
SO 3252	2014 Ford Utility	92,054
SO 3253	2014 Ford Utility	142,627
SO 3255	2014 Jeep Patriot	130,673
SO 3256	2014 Ford Utility	154,620
SO 3269	2017 Ford Explorer	76,659
SO 3672	2017 GMC Van	132,937
SO 3675	2017 Ford Explorer	86,572
SO 3676	2017 Ford Explorer	77,744
SO 3677	2017 Ford Explorer	110,440
SO 3720	2017 Ford Explorer	38,343
SO 3900	2018 Ford Explorer	72,658
SO 3901	2018 Ford Explorer	83,815
SO 3902	2018 Ford Explorer	87,051
SO 3958	2019 Ford Police Utility	103,503
SO 4075	2019 Chevrolet Tahoe	38,636
SO 4215	2020 Ford Police Utility	43,699
SO 4216	2020 Ford Police Utility	48,776
SO 4217	2020 Ford Police Utility	41,816
SO 4218	2020 Ford Police Utility	59,611
SO 4315	2021 Chevy Tahoe	26,575
SO 4316	2021 Chevy Tahoe	23,570
SO 4317	2021 Chevy Tahoe	21,022
SO 4318	2021 Chevy Tahoe	27,793
SO 4457	2021 Dodge Ram	18,766
SO 4567	2017 White Ford Explorer	70,937
SO 4568	2022 Black Ford Explorer SW	15,940
SO 4569	2022 Black Ford Explorer	8,219
SO 4570	2022 Black Ford Explorer	1,930
SO 4571	2022 Black Ford Explorer	5,077
SO 48723	2001 Jeep Cherokee	128,653
SO 7TU945	2018 Dodge Ram 1500	110,651
SO 7YF563	2012 Chevy Malibu	48,824
SO DPH956	2013 Chevrolet Equinox LS	107,772
SO G792	2011 Can-Am 991 Spyder RT-SB	1,351
SO 4716	2023 Chevy Tahoe	5
SO 4715	2023 Chevy Tahoe	5
SO 4717	2023 Chevy Tahoe	5
SO 4710	2023 Chevy Tahoe	5





## AGENDA REQUEST FORM

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

Name: **Cindy Rezmer – Deputy County Administrator**

Department or Organization: **Jefferson County Commission**

Estimation of time needed for appointment: **5 minutes**

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

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

2<sup>nd</sup> Choice:

Subject (wording to be placed on agenda):

**Review and Approval of WVCORP Insurance Renewal 2023 - Discussion/ Action**

**Review and approval of ERISA/ACA Wrap SPD Renewal – Discussion/Action**

Please provide a description of your request or presentation, including any background information:

**Review and approval of County liability insurance.**

**Review and approval of ERISA/ACA Wrap Summary Plan Description Renewal**

Is this a Funding Request? Y/N

Is this a Hiring Request? Y/N

If so, how much? \$

Name of Hire:

Provide exact financial request:

Annual Salary: Grade: 70/80 Hr:

Start Date (beginning of pay period):

Increase after probation if any: n/a

Any Additional Conditions of Employment:

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

**\*Motion to accept the FY22 risk and workers' compensation plan renewal from WVCORP Risk Pool**

**\*Motion to approve that Millenium Insurance group provide the ERISA Wrap SPD for Medical/RX and all ancillaries for a fee of \$250.00**

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

If not attached, explain:

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

Contact Information:

Phone Number:

Email Address:

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**





**Self Insurance Proposal  
June 01, 2023**

**Jefferson County Commission**

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or [Info@riskprograms.com](mailto:Info@riskprograms.com)



Welcome to

**WVcorp**

The first and only public entity risk pool in  
West Virginia

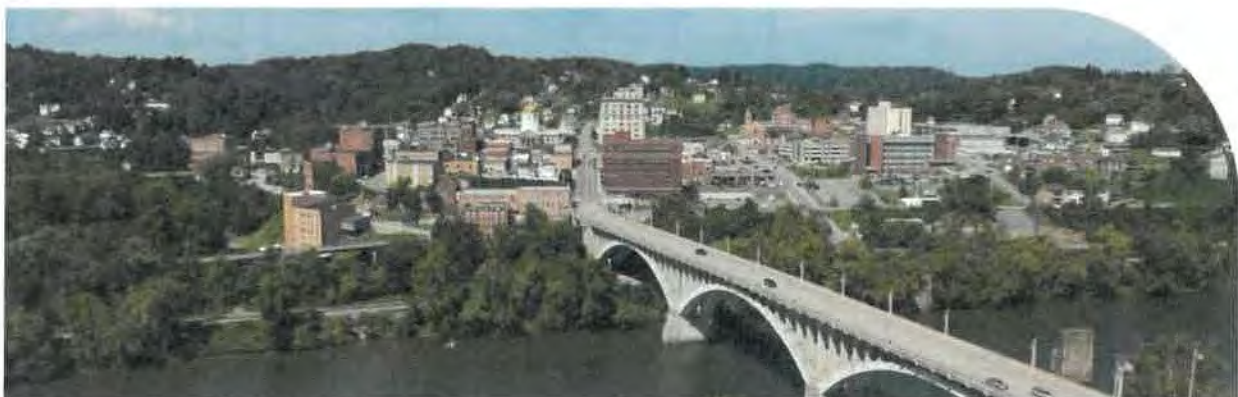
WVcorp was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the largest self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVcorp itself! Our membership is at the heart of everything we do, and this focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind – capable of addressing all of your risk management needs.

**WVcorp provides the most comprehensive coverages available. Period.**

For more than a decade, WVcorp has been a leader in creating innovative solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVcorp's vast array of membership benefits.

**WVcorp Coverages**

- Property
- Inland Marine
- Equipment Breakdown
- Crime
- Business Auto
- General Liability
- Public Officials Liability
- Law Enforcement Liability
- Workers' Compensation
- Cyber Liability
- Environmental Liability
- Excess Limits



Welcome to WVcorp

## You're choosing the best protection

Our goal has always been to provide the most comprehensive coverage possible for public entities. We believe in being agile and responsive to meet the needs of our membership, and that innovative spirit has driven us to develop coverages that in many cases are not available anywhere else in the marketplace. We cater our coverages specifically to West Virginia's local governmental entities, and that narrow focus has propelled us to the dominant position in our market. More public entities choose WVcorp over any other provider because they demand the highest level of protection to safeguard their organizations.



### Coverage advantages

#### Property

- Broad form, all risks
- No pool aggregate
- Guaranteed replacement cost
- Pollution liability coverage for first and third party clean up
- No pool limit on business interruption
- No pool limit on extra expense
- Includes vehicular bridges
- Includes underground property

#### Liability

- General Liability minimum of \$1,000,000 per occurrence limit
- No annual aggregate
- No mandatory deductibles or caps
- No member cost-sharing
- Broad legal defense coverage
- Public Officials Liability includes EEOC and HRC claims
- Back and front pay included

#### Cyber Liability

- Comprehensive Cyber Risk program
- No deductible or sublimits
- No pool aggregate with \$1 mil limit or greater
- Includes regulatory liability coverage
- Designated breach coach on cyber incidents
- Public relations and notification guidance
- Proactive scanning of public-facing domains
- Training available

#### Workers' Compensation

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill prescription program to save employee "out of pocket" expense



## You're choosing specialized servicing

As owners of the program, our members want more than a traditional insurance policy. Not only do we tailor our coverage to our members, but we also provide services to meet the specific needs of each member. We employ staff who have walked in your shoes in former roles and understand the unique challenges your organization faces. Our expert Risk Control Team works directly with our members providing employee training, performing safety audits, or consulting on relevant risk management topics in order to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.

## Service advantages

### Risk Control

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In person and web-based employee training – safety, liability, human resources, cyber security, and more
- Claims analysis
- Safety committee assistance and participation
- Up to 14 hours of CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia

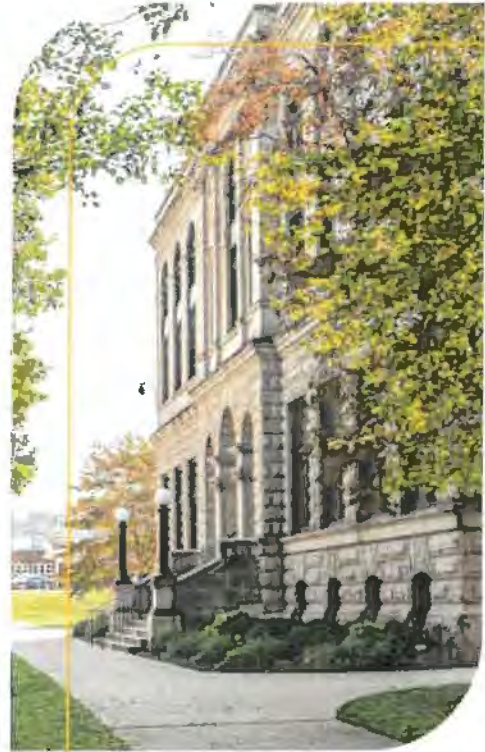
### Member Portal

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature
- Safety Source streaming library with over 1000 videos

### Other Services

- Property valuations provided at no charge
- Investigations unit available for claim analysis and surveillance
- GatherGuard makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate protection
- Safelite Auto Glass direct billing for quick and painless glass replacement; with a deductible waiver on glass repairs

In choosing WVcorp, you are choosing to stand with hundreds of like-minded organizations throughout the state who demand more than the status quo from their coverage provider, and we thank you for your choice.



### You're choosing price stability

No one likes surprises. The pool was founded on the principle of price stability, and that long-standing ideal has guided our decisions since day one. While the commercial insurance market has experienced considerable volatility, and competitors have stripped away coverages to combat rate increases, the pool has enjoyed remarkable rate stability year over year for decades, even as we've consistently expanded coverages. It all adds up to giving you peace of mind, aiding in long-term planning and budgeting.

### You're choosing ownership

At WVcorp, you are an owner of the program and its assets. There are no outside owners, investors or shareholders expecting dividends or profits. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. As a voting member, you have a direct voice in what matters most to your organization. The Board approves all major decisions, and again this year voted to return surplus funds to members at renewal.

### You're choosing transparency

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. We begin our renewal process early each year to ensure you have ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information. Because we're partners when it comes to protecting your organization, we openly share the information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.



Contribution Summary Form

Coverage	Deductible	Contribution
<b>Property</b> : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	See Schedule	\$33,223
<b>Inland Marine</b> : Replacement Cost if Scheduled, otherwise Actual Cash Value	See Schedule	\$7,260
<b>Equipment Breakdown</b>	\$1,000	\$4,153
<b>General Liability</b> : \$1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	None	\$133,416
<b>Law Enforcement Liability</b> : \$1,000,000 Limit	\$5,000	Included
<b>Public Officials Liability</b> : \$1,000,000 Limit Each Wrongful Act	\$5,000	\$33,541
<b>Automobile</b> : \$1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	See Schedule	\$119,595
<b>Crime</b> : Blanket \$250,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$25,000 sublimit	\$250	\$950
<b>Excess Liability</b> : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	\$29,101
<b>Environmental Liability</b> : \$500,000 Limit	\$25,000	Included
<b>Cyber Risk</b> : \$2,000,000 Limit	None	\$8,000
<b>Workers' Compensation</b> :	None	\$162,365
<b>Grand Total Annual Contribution</b>		<b>\$531,604</b>
	<i>Less Rate Credit(P&amp;C)</i>	<i>(\$3,765)</i>
	<i>Less Rate Credit(WC)</i>	<i>(\$1,643)</i>
	<b>Total Contribution Due</b>	<b>\$526,196</b>

**Any additions or deletions made after the proposal and initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.**

*In order to be eligible for WVcorp membership, the following coverages must be selected: Property (where applicable), General Liability, Business Auto (where applicable), and Crime. To be eligible for Workers' Compensation coverage, Property & Casualty must be in effect with WVcorp. Quarterly installment payment terms available for Workers' Compensation coverage only.*



**RESPONSE NEEDED** - If electing option(s) below, please indicate on Coverage Intent Form form. Otherwise, coverage will be based upon current coverage as you do not wish to select proposed option(s) below.

**2023 - 2024 Quote Options for  
Jefferson County Commission**

**OPTION 1 : Cyber Risk - Increased Liability**

WVcorp provides members an opportunity to increase Cyber Risk coverage. The purchased limit is your own limit, which is outside of the WVcorp pooled limit for other members. Cyber Risk Liability provides coverage due to network security breaches (including hacking and viruses) and online privacy matters (including identity theft). Coverage also includes Crisis Management, Remediation and Notification Expense coverage for public relations services, expense to determine scope of breach, and notification expense required by law, including mailings and monitoring up to the purchased limit.

Limit	Deductible	Annual Contribution
\$1,000,000	\$0	\$6,000
\$2,000,000	\$0	Included in Proposal



## Property

- WVcorp provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

### Buildings and Contents

Total Building Values	\$ 30,754,100
Total Contents Values	\$ 3,853,000
Business Income / Extra Expense (\$100,000 Automatic or as scheduled)	\$ 0

### Coverage Includes: (no additional charge)\*

- Back-up of Sewers & Drains: \$1,000,000 Limit
- Debris Removal: \$20,000,000 Pool Limit
- Pollutant Clean-up and Removal: \$500,000 Pool Limit
- Newly Acquired Property: \$10,000,000 Limit (up to 120 Days)  
When timely reported, covered until renewal at no additional charge if under \$500,000 in value;  
additional charge for new values above \$500,000
- Property in Transit: \$5,000,000 Pool Limit
- Utility Services Time Element: \$2,000,000 Pool Limit
- Building Ordinance/Increased Cost of Construction/Demolition: up to \$20,000,000 Pool Limit
- Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to \$10,000,000 Pool Limit
- Flood (if outside the 100 year flood plain): up to \$10,000,000 Pool Limit
- Architect & Engineering fees for plans, specifications, and supervision included upon replacement
- Error in Reporting Provision
- Improvements and Betterments to buildings leased by the member
- Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet of the premises provided their values are included in the schedule

\*Does not apply to properties valued at Actual Cash Value (ACV)

### Coverage Available (Additional Charge):

Builders' Risk during building construction (Optional - must be reported)

### Perils Covered

- Special Form; specifically drafted for local government; all perils are covered except those specifically excluded.
- Flood (if outside the 100 year flood plain) and Earthquake are included.

### Valuation

- Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise
- Business Income - Actual Loss Sustained

#### Other Terms

- Blanket Limit
- No Coinsurance
- Vacant Buildings must be reported.  
*If vacant building becomes occupied, please notify WVcorp to ensure proper coverage is in place.*

#### Deductibles (Per Occurrence)

- \$5,000 Building & Contents
- \$25,000 Flood
- \$25,000 Earthquake

#### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.
- **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations.



### Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

### Inland Marine

Total Inland Marine Value (Per Schedule)	\$ 3,624,584
--	--------------

### Computer / Electronic Data Processing (EDP)

Hardware (Per Schedule)	\$ 1,096,500
Software (Per Schedule)	\$ 0

### Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.
- Electronic Data Processing (EDP) includes electrical and mechanical breakdown.

### Valuation

- Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:
- Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.

### Reductible

See Schedule

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.

## Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

### Limits

- \$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense
- \$1,000,000 Newly Acquired Property (up to 90 Days)
- \$1,000,000 Demolition (Coverage B)
- \$250,000 Hazardous Substance
- \$1,000,000 Increased Cost of Construction (Coverage C)
- \$500,000 Expediting Expenses
- \$1,000,000 Service Interruption
- \$250,000 Spoilage Damage
- \$100,000 Electronic Data or Media Damage

### Covered Events

Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

### Deductibles

- \$1,000 Per Occurrence
- 24 Hours Business Income Loss



### General Liability

- WVcorp general liability coverage provides the broadest protection for public entities in West Virginia.
- WVcorp coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

### Basis of Contribution

Net Operating Expense	\$ 11,859,175
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### Limits

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

### Additional Coverages

- Failure to Supply (No Sublimit)
- Sidetrack Agreements including Railroads
- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Products/Completed Operations
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability

### Sublimits

- \$100,000 Fire Legal Liability - Real Property
- \$100,000 Care, Custody, and Control of Others' Property

### Deductible

None



## Cyber Risk

- WVcorp members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

### Limits

- \$2,000,000 Per Occurrence and Aggregate - Per Member

### Coverages

#### Network Security, Privacy, and Data Breach Liability

- Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.
- Liability for transmission of a computer virus

#### Multimedia Liability

- Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media

#### Regulatory Liability

- Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations
- Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body

#### Data Breach Incident Response

- Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.

#### Data Restoration

- Costs to restore, compile or replace data
- Reasonable and necessary costs and expenses to determine scope of breach
- Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event

#### Cyber Extortion

- Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service

#### Social Engineering Fraud

- Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently

#### PCI DSS Fines

- Covers PCI contractual costs and regulatory fines following a security or privacy event

Deductible

None

## Environmental Liability

- WVcorp provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

### Limits

- \$500,000 Each Incident and Aggregate - Per Member
- \$1,000,000 Pool Aggregate

### Coverage

- Third Party Clean-up for above ground pollution exposures, such as:
  - Water & Sewer Operations
  - Transfer Stations
  - Spraying of Pesticides and Herbicides
  - Golf Courses
  - Above Ground Storage Tanks

### Exclusions

- Underground Storage Tanks
- Landfills

\* WVcorp will place coverage for these excluded exposures through a commercial carrier, if requested.

### Deductible

- \$25,000 Per Occurrence



## Law Enforcement Liability

- WVcorp Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

### Limit

- \$1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence

### Coverages

Follows Coverage Contract for Liability Coverage

### Additional Coverages

- Bodily Injury/Property Damage with respects to Law Enforcement operations
- Personal Injury Liability
- Broad Form Property Damage Liability
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Volunteers included as covered persons (volunteer fire & rescue are excluded)
- Contractual Liability for covered contracts

### Deductible

- \$5,000 Per Occurrence



## Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages
- Prior Acts Coverage included if prior coverage was written on claims-made basis.

### Limits

- \$1,000,000 Each Wrongful Act
- \$1,000,000 Annual Aggregate
- \$10,000 HRC/EEOC Defense

### Policy Form

Occurrence

### Coverages

- Employment Practices
- Sexual Harassment
- Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member
- Defense cost in addition to coverage limits

### Additional Provisions

- Claims handled when filed, not only if a lawsuit is filed

### \$100,000 Defense Limit provided for the following excluded coverages:

- Employment Wrongful Acts, when no monetary damages requested
- Land Use/Eminent Domain (subject to \$25,000 Deductible)
- Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to \$25,000 Deductible)

### \$50,000 Defense Reimbursement Limit provided for the following excluded coverages:

- Criminal Acts (subject to a \$10,000 Deductible); see contract language for specific terms and conditions

### Deductible

- \$5,000 Per Occurrence
- \$25,000 Land Use/Eminent Domain



## Automobile Liability and Physical Damage

- WVcorp coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

### Basic of Contribution

Number of Vehicles	121
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### Liability

#### Limits

- \$1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence
- \$2,000 Medical Payments (Per Person)
- \$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)
- \$1,000,000 Uninsured Motorist
- \$250,000 Underinsured Motorist
- \$1,000,000 Garage Liability
- \$100,000 Garagekeepers
- No Annual Aggregate

#### Additional Coverages

- Out of State No Fault Coverage provided at the basic minimum limits required by state law
- Newly acquired vehicles covered until renewal at no additional charge
- Unlimited Physical Damage for all owned vehicles; deductible will apply
- Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of \$50,000
  - Must be reported at 100% of replacement cost value
  - Additional charge will apply

### Physical Damage

#### Deductibles

- \$1,000 Comprehensive (ACV)
- \$1,000 Collision (ACV)
- \$1,000 Hired Car Physical Damage Comprehensive (up to \$50,000)
- \$1,000 Hired Car Physical Damage Collision (up to \$50,000)
- \$1,000 Garagekeepers

### Definitions

- **Replacement Cost (RC):** The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2023



### Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

### Limits

- \$250,000 Per Occurrence
- \$25,000 Telephone Toll Fraud

### Coverage Forms

- Employee Theft
- Employee Dishonesty (Faithful Performance Form)
- Loss Inside and Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery Coverage
- Computer Fraud
- Funds Transfer Fraud

### Public Officials Required Bond

Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11

### Deductible

- \$250 Per Occurrence

## Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

### Limits

- **Excess Automobile Liability**
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- **Excess General Liability**
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- **Excess Law Enforcement Liability**
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- **Excess Public Officials Liability**
  - \$1,000,000 Limit
  - \$1,000,000 Annual Aggregate

*\*Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage*



### Workers' Compensation

- WVcorp provides the most affordable and responsive Workers' Compensation coverage available.
- WVcorp provides leading medical bill review and case management services to ensure cost effective treatment and return to work for injured employees.
- Online claim reporting capability through our WVcorp member website.

### Coverages

Workers' compensation coverage is provided in accordance with and limited to guidelines established by the Offices of the West Virginia Insurance Commissioner and Employers Liability.

### Employers' Liability

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Per Person)	\$1,000,000
Bodily Injury by Disease (Per Accident)	\$1,000,000

Classification	Group	Code	Payroll	Rate (Per \$100 Payroll)	Contribution
Police Officers & Drivers		7720	\$2,773,477	\$3.02	\$83,759.01
Auto Service or Repair		8380	\$93,576	\$1.54	\$1,441.07
Clerical		8810	\$5,914,905	\$0.13	\$7,689.38
Attorney - All Employees		8820	\$1,368,713	\$0.10	\$1,368.71
Animal Control		8831	\$250,000	\$0.95	\$2,375.00
Building Operated by Owner		9015	\$524,350	\$2.22	\$11,640.57
Municipal Employees NOC		9410	\$1,066,590	\$2.24	\$23,891.62
<b>Total Payroll:</b>			<b>\$11,991,611</b>		

Manual Contribution	\$132,165.35
Experience Modification	1.17
Modified Contribution	\$154,633.46
Scheduled Debit/Credit	\$0.00
Regulatory Surcharge	1.05
<b>Total Estimated Annual Contribution</b>	<b>\$162,365</b>

**Workers' Compensation Coverage is available only if Property & Casualty coverage is in place through WVcorp.**

The classifications and codes shown are established by the National Council on Compensation Insurance (NCCI) and are the same as those used by insurance companies in West Virginia.

Rates have been filed with the State Corporation Commission and are subject to approval.

**Workers' Compensation Coverage Contribution is payable in equal quarterly installments.**

Subject to Audit and Annual Adjustment





**Jefferson County Commission**  
**Coverage Term : 7/1/2023 - 7/1/2024**  
**BUILDINGS AND CONTENTS SCHEDULE**  
*Replacement Cost or Stated Otherwise*

Loc #	Blgd #	Bldg Description	Street Address	City	Bldg Value	Cts Value	Deductible	Builders Risk	Damage / Debris Removal Only	Agreed Value	Actual Cash Value
1	1	Communications Center	28 Industrial Blvd.	Kearneysville	\$2,458,000.00	\$339,500.00	\$5,000.00				
10	1	Mason Building	116 E. Washington Street	Charles Town	\$1,897,000.00	\$227,000.00	\$6,000.00				
11	1	Hunter House	124 E. Washington Street	Charles Town	\$792,000.00	\$95,000.00	\$5,000.00				
12	1	Hunter House Annex/Mailroom	104 South Samuel Street	Charles Town	\$159,400.00	\$10,000.00	\$6,000.00				
13	1	Courthouse	100-102 E. Washington Street	Charles Town	\$3,854,000.00	\$360,000.00	\$5,000.00				
14	1	Riggler Building	108-110-112 E. Washington Street	Charles Town	\$1,326,000.00	\$158,500.00	\$6,000.00				
15	1	Sheriff's Office	102 Industrial Blvd.	Kearneysville	\$3,309,000.00	\$487,000.00	\$6,000.00				
16	1	Lot 18 Maintenance Bldg 2	128 Industrial Blvd	Kearneysville	\$1,435,000.00	\$419,000.00	\$6,000.00				
17	1	Gray Building	120 George Street	Charles Town	\$1,523,500.00	\$182,500.00	\$6,000.00				
2	1	Sheriff's Office Substation	Blue Ridge School Route 9	Charles Town	\$55,000.00	\$7,500.00	\$5,000.00				
3	1	Old Jail Annex	119 North George Street	Charles Town	\$2,800,500.00	\$261,500.00	\$6,000.00				
4	1	Health Center	1948 Wiltshire Road	Kearneysville	\$3,827,000.00	\$613,000.00	\$5,000.00				
5	1	Animal Shelter	161 Poor Farm Road	Kearneysville	\$343,000.00	\$35,000.00	\$5,000.00				
6	1	Caretakers Dwelling	County Farm-Leetown Rd	Leetown	\$204,900.00	\$0.00	\$5,000.00				
7	1	County Judicial Center	110 North George Street	Charles Town	\$5,796,500.00	\$693,500.00	\$5,000.00				
8	1	Assessor/Probation	102-106 E. Washington Street	Charles Town	\$776,500.00	\$93,000.00	\$5,000.00				
9	1	Snoot Building	114 E. Washington Street	Charles Town	\$196,800.00	\$1,000.00	\$5,000.00				
Totals			Count: 17		\$30,754,100.00	\$3,853,000.00					



**Jefferson County Commission**  
**Coverage Term : 7/1/2023 - 7/1/2024**  
**INLAND MARINE SCHEDULE**

Equipment Type	Department	Item Description	Serial Number	Value	Deductible
Animal Mortality	Sheriff	"Bandit" Dutch Shepherd, Male		\$15,000.00	\$0.00
Animal Mortality	Sheriff	"Skye" Shepherd/Malinois, Female		\$15,000.00	\$0.00
Electronic Data Hardware	Appraisal Date 12/7/2020	Blanket EDP - per appraisal		\$1,098,500.00	\$2,500.00
Generators		Generator located behind Mason Bldg		\$57,855.00	\$2,500.00
Generators	Maintenance Department	Mainl. Nitrogen Generator		\$5,000.00	\$2,500.00
Miscellaneous Equipment	911 Center	Audio Recorders		\$78,180.00	\$2,500.00
Miscellaneous Equipment	911 Center	CAD System		\$750,693.00	\$2,500.00
Miscellaneous Equipment	Maintenance	2017 Bobcat	2215	\$31,715.00	\$2,500.00
Miscellaneous Equipment	Maintenance Department	Holland Tractor		\$15,000.00	\$2,500.00
Miscellaneous Equipment	Maintenance Department	Genie Equipment		\$20,000.00	\$2,500.00
Miscellaneous Equipment	Sheriff	(2) E-Z-Go 2000 Yamaha Golf Carts		\$10,000.00	\$2,500.00
Miscellaneous Equipment	Sheriff	License Plate Readers		\$118,830.00	\$2,500.00
Miscellaneous Equipment	Sheriff	Public Safety Target		\$8,588.00	\$2,500.00
Miscellaneous Equipment	Sheriff	2-EL SAG-LPR's		\$37,440.00	\$2,500.00
Mobile Equipment	Sheriff	2007 Polaris Sportsman ATV500	8301	\$7,500.00	\$2,500.00
Mobile Equipment	Sheriff	2007 Polaris Sportsman ATV500	6948	\$7,500.00	\$2,500.00
Mobile Equipment	Sheriff	2012 Polaris	4921	\$11,931.00	\$2,500.00
Mobile Equipment	Sheriff	2011 Polaris ATV	4050	\$12,800.00	\$2,500.00
Telephone System	911 Center	Phone & Radio System		\$1,040,464.00	\$2,500.00
Telephone System	Non-911 Phone System	VOIP System		\$381,000.00	\$2,500.00
Trailers		Thule Cargo Pro Rivertonville Cycle	7982	\$7,800.00	\$2,500.00
Trailers	JCHSEM	2012 Carry On Trailer	7035	\$6,000.00	\$2,500.00
Trailers	JCHSEM	2011 Utility Trailer	9731	\$12,950.00	\$2,500.00
Trailers	Maintenance	2012 Moritz F Series	3397	\$5,000.00	\$2,500.00
Trailers	Maintenance Department	2005 Mid Atlantic Trailer	7894	\$30,000.00	\$2,500.00
Trailers	Sheriff	2010 Trailer	2207	\$10,000.00	\$2,500.00
Voting Machines	Elections	Pollbook Equipment		\$84,083.00	\$2,500.00
Voting Machines	Elections	ExpressVote Tabulation Sys & equip		\$834,455.00	\$2,500.00
<b>Totals</b>		Count: 28		\$4,721,084.00	



**Jefferson County Commission**  
**Coverage Term : 7/1/2023 - 7/1/2024**  
**BUSINESS AUTO SCHEDULE**

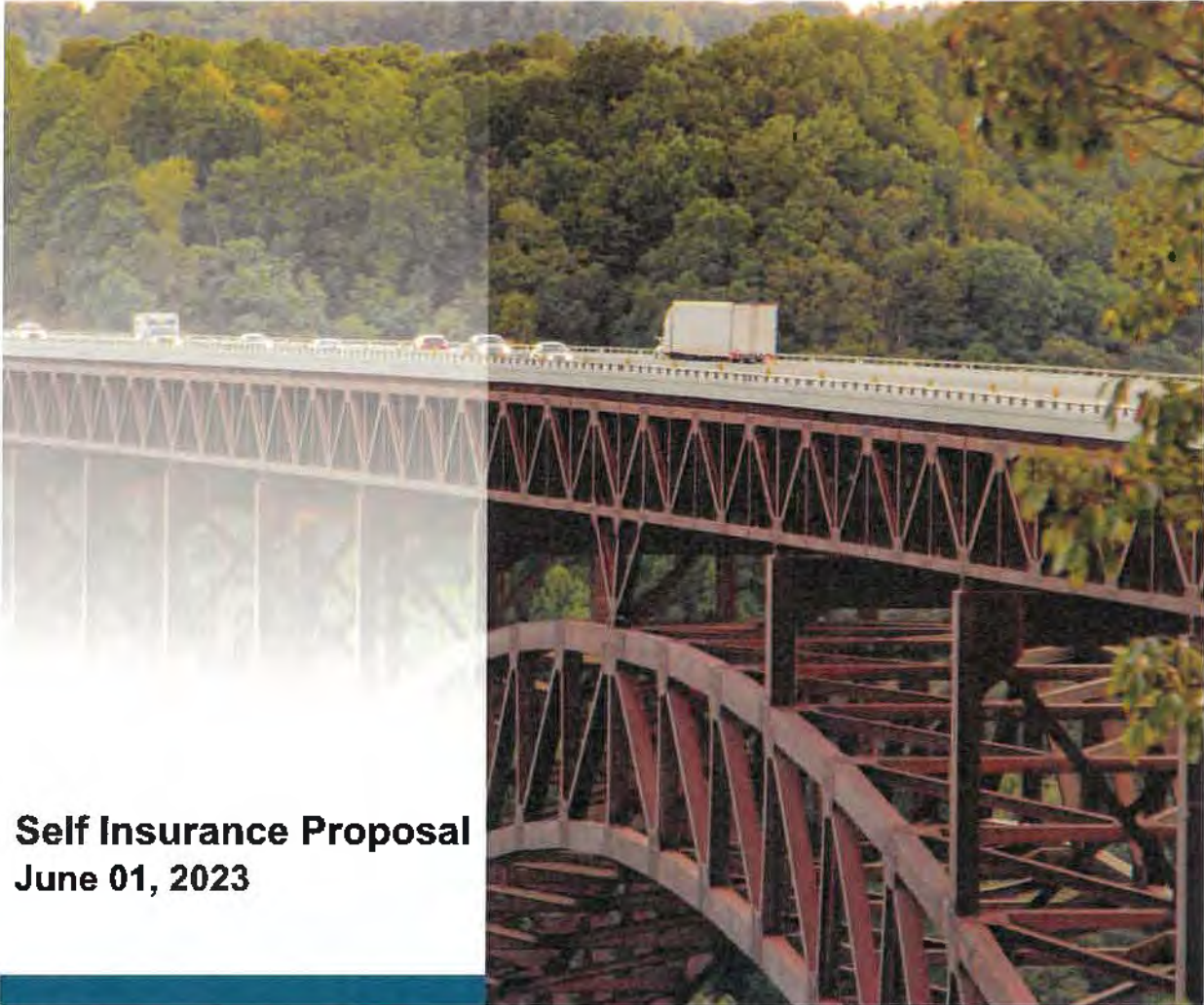
Vehicle #	Dept.	Year	Make	Model	Vin	Repl. Cost Value	Comp Ded	Cost Ded
	Sheriff	2018	Jeep	Cherokee	3332	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Interceptor	6248	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Interceptor	6246	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Interceptor	6245	\$0.00	\$1,000.00	\$1,000.00
	Assessor's Office	2019	Ford	Escape SE	1720	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Ford	CVPI	3208	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2004	Ford	CVPI	3605	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Ford	Police Utility	5372	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2002	Ford	Crown Victoria	6072	\$0.00	\$1,000.00	\$1,000.00
	Animal Control	2019	Ford	F-250	9506	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2007	Ford	Police Interceptor	7658	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Chevrolet	Tahoe	2383	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2020	Ford	Police Utility	2675	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2020	Ford	Police Utility	2676	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2020	Ford	Police Utility	2677	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2020	Ford	Police Utility	2678	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2012	Chevrolet	Malibu	6316	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2021	Chevrolet	Tahoe	5346	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2022	Ford	Explorer	9076	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2022	Ford	Explorer	9377	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2022	Ford	Explorer	0113	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2022	Ford	Explorer	0480	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	7275	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2021	Dodge	Ram	5542	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2023	Chevrolet	Tahoe	5914	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2023	Chevrolet	Tahoe	5694	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2023	Chevrolet	Tahoe	6135	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2023	Chevrolet	Tahoe	6334	\$0.00	\$1,000.00	\$1,000.00
	Animal Control	2012	GMC	Canyon	9225	\$0.00	\$1,000.00	\$1,000.00
	Animal Control	2018	GMC	Truck	1663	\$0.00	\$1,000.00	\$1,000.00
	HLS	2002	Jeep	Liberty	2558	\$0.00	\$1,000.00	\$1,000.00
	911	2009	Jeep	Liberty	5830	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2008	Ford	Escape XLS	7970	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2014	Jeep	Patriot	9625	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2014	Jeep	Patriot	9626	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2017	Jeep	Cherokee Laredo	7873	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2018	Jeep	Cherokee	9499	\$0.00	\$1,000.00	\$1,000.00
	E-911	2006	Dodge	Durango	8943	\$0.00	\$1,000.00	\$1,000.00
	Engineering	2011	Ford	Focus	0563	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	1992	Ford	Truck	9097	\$0.00	\$1,000.00	\$1,000.00
	Addressing	2005	Ford	Escape	6995	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2006	Ford	F-250 XL	3361	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2009	Ford	Ranger	3168	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2011	Dodge	Dakota	1368	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2011	Dodge	Dakota	1369	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2011	Ford	F350	8636	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2017	Ford	Transit	9434	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2001	Ford	Crown Victoria	3744	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2001	Ford	Crown Victoria	4156	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2004	Dodge	Dakota	2034	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Dodge	Durango	0752	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Ford	Crown Victoria	5377	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Ford	Explorer	5593	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2006	Jeep	Cherokee	4801	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Crown Vic	4932	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Crown Victoria	4372	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Explorer	6432	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Explorer	7785	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2009	Ford	Crown Victoria	9448	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2009	Ford	Crown Victoria	9449	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2009	Ford	Expedition	0882	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2011	Car-Am	Spyder	0254	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Chevrolet	Equinox	9370	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Police Sedan	4699	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	Utility	0316	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	Utility	0319	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	Utility	0320	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Jeep	Patriot	3139	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	6361	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	6362	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	6363	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7436	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7437	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	1447	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	3188	\$0.00	\$1,000.00	\$1,000.00



**Jefferson County Commission**  
**Coverage Term : 7/1/2023 - 7/1/2024**  
**BUSINESS AUTO SCHEDULE**

Vehicle #	Dept	Year	Make	Model	Vin	Rapi Cost Value	Comp Ded	Coll Ded
	Sheriff	2017	Ford	Explorer	3189	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	3190	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	5932	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	8400	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	GMC	Van	6112	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Dodge	Ram 1500	4866	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Explorer	1046	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Explorer	1047	\$0.00	\$1,000.00	\$1,000.00
1	Maintenance	2022	Ford	Explorer	0828	\$0.00	\$1,000.00	\$1,000.00
11	Maintenance	2022	Ford	F-260	9111B	\$0.00	\$1,000.00	\$1,000.00
11	JCESA	2020	Ford	Explorer XLT	7210	\$0.00	\$1,000.00	\$1,000.00
1104	JCESA	2021	Ford	F-650 Ambulance	9682	\$0.00	\$1,000.00	\$1,000.00
13	Assessor	2022	Chevrolet	Equinox LS	8212	\$0.00	\$1,000.00	\$1,000.00
14	DEPZ	2022	Chevrolet	Equinox LS	8544	\$0.00	\$1,000.00	\$1,000.00
1977	Sheriff	1997	Ford	Van	2991	\$0.00	\$1,000.00	\$1,000.00
4	911	2022	Ford	Explorer	2125	\$0.00	\$1,000.00	\$1,000.00
4315	Sheriff	2021	Chevrolet	Tahoe	6005	\$0.00	\$1,000.00	\$1,000.00
4317	Sheriff	2021	Chevrolet	Tahoe	6247	\$0.00	\$1,000.00	\$1,000.00
4318	Sheriff	2021	Chevrolet	Tahoe	4606	\$0.00	\$1,000.00	\$1,000.00
4482	Reserves	2011	Crown	Victoria	1469	\$0.00	\$1,000.00	\$1,000.00
48723	Sheriff	2001	Jeep	Cherokee	2447	\$0.00	\$1,000.00	\$1,000.00
8	Animal Control	2022	Chevrolet	Colorado	2644	\$0.00	\$1,000.00	\$1,000.00
Amb. 1	EMS	2011	Ford	F450-Ambulance	3079	\$0.00	\$1,000.00	\$1,000.00
Amb. 1-2	EMS	2012	Ford	F150-Ambulance	4663	\$0.00	\$1,000.00	\$1,000.00
Amb. 3	EMS	2016	Dodge	Ram-Ambulance	1607	\$0.00	\$1,000.00	\$1,000.00
Amb. 4	EMS	2021	Ford	F550-Ambulance	1923	\$0.00	\$1,000.00	\$1,000.00
Amb. 4-1	EMS	2013	Dodge	Ram-Ambulance	2677	\$0.00	\$1,000.00	\$1,000.00
Amb. 5	EMS	2019	Ford	F550-Ambulance	2646	\$0.00	\$1,000.00	\$1,000.00
Amb. 7	EMS	2019	Ford	Ambulance	5258	\$0.00	\$1,000.00	\$1,000.00
AS-1	JCESA	2015	Ford	F-450 Ambulance	7361	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2002	Jeep	Liberty	0249	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2003	Jeep	Liberty	6721	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2006	Ford	Explorer	4156	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2006	Ford	Explorer XLS	4155	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2012	Jeep	Patriot SP	7454	\$0.00	\$1,000.00	\$1,000.00
EMS 11	JCESA	2013	Ford	Expedition	2027	\$0.00	\$1,000.00	\$1,000.00
EMS 11-1	JCESA	2012	Ford	Expedition	1203	\$0.00	\$1,000.00	\$1,000.00
EMS 11-3	JCESA	2017	Ford	Interceptor Utility	4675	\$0.00	\$1,000.00	\$1,000.00
EMS 11-4	JCESA	2020	Ford	Explorer	5013	\$0.00	\$1,000.00	\$1,000.00
EMS 11-5	JCESA	2021	Chevrolet	Tahoe	8887	\$0.00	\$1,000.00	\$1,000.00
EMS 11-6	JCESA	2021	Chevrolet	Tahoe	8967	\$0.00	\$1,000.00	\$1,000.00
Engine 11	JCESA	1990	Grum Truck	Grum Truck	8173	\$0.00	\$1,000.00	\$1,000.00
JCHSEM	Security	2011	Ford	Expedition	9048	\$0.00	\$1,000.00	\$1,000.00
MRAP	Sheriff	2016	Cougar	Cat II A1 ISS	0050	\$0.00	\$1,000.00	\$1,000.00
Transport 11	JCESA	2013	Ford	Ecooline	4673	\$0.00	\$1,000.00	\$1,000.00
TRG-11	JCESA	2013	Freightliner	Ambulance	4392	\$0.00	\$1,000.00	\$1,000.00
Totals			Count: 121			\$0.00		





**Self Insurance Proposal  
June 01, 2023**

**Jefferson County Emergency Svcs Agency**

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or [info@riskprograms.com](mailto:info@riskprograms.com)



Welcome to

**WVcorp**

The first and only public entity risk pool in  
West Virginia

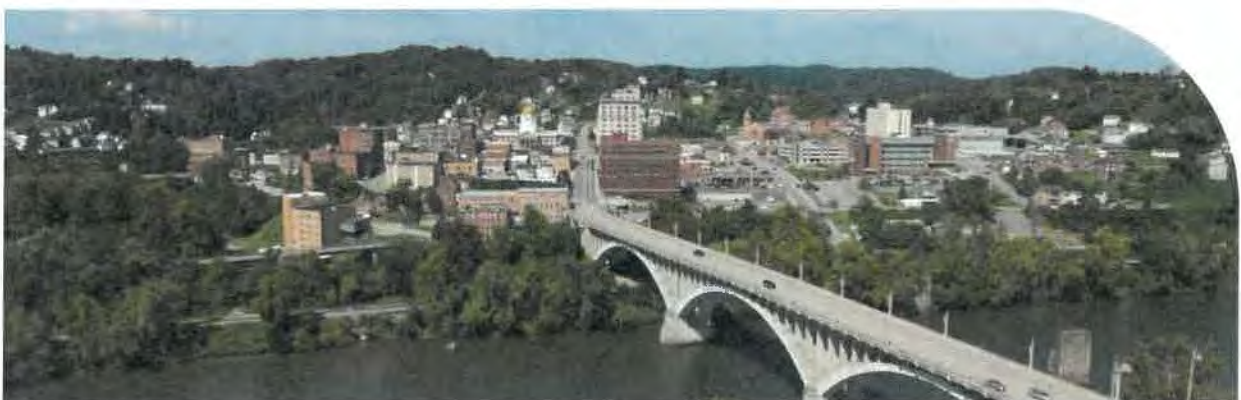
WVcorp was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the largest self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVcorp itself! Our membership is at the heart of everything we do, and this focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind – capable of addressing all of your risk management needs.

### **WVcorp provides the most comprehensive coverages available. Period.**

For more than a decade, WVcorp has been a leader in creating innovative solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVcorp's vast array of membership benefits.

### **WVcorp Coverages**

- Property
- Inland Marine
- Equipment Breakdown
- Crime
- Business Auto
- General Liability
- Public Officials Liability
- Law Enforcement Liability
- Workers' Compensation
- Cyber Liability
- Environmental Liability
- Excess Limits



Welcome to WVcorp

## You're choosing the best protection

Our goal has always been to provide the most comprehensive coverage possible for public entities. We believe in being agile and responsive to meet the needs of our membership, and that innovative spirit has driven us to develop coverages that in many cases are not available anywhere else in the marketplace. We cater our coverages specifically to West Virginia's local governmental entities, and that narrow focus has propelled us to the dominant position in our market. More public entities choose WVcorp over any other provider because they demand the highest level of protection to safeguard their organizations.



### Coverage advantages

#### Property

- Broad form, all risks
- No pool aggregate
- Guaranteed replacement cost
- Pollution liability coverage for first and third party clean up
- No pool limit on business interruption
- No pool limit on extra expense
- Includes vehicular bridges
- Includes underground property

#### Liability

- General Liability minimum of \$1,000,000 per occurrence limit
- No annual aggregate
- No mandatory deductibles or caps
- No member cost-sharing
- Broad legal defense coverage
- Public Officials Liability includes EEOC and HRC claims
- Back and front pay included

#### Cyber Liability

- Comprehensive Cyber Risk program
- No deductible or sublimits
- No pool aggregate with \$1 mil limit or greater
- Includes regulatory liability coverage
- Designated breach coach on cyber incidents
- Public relations and notification guidance
- Proactive scanning of public-facing domains
- Training available

#### Workers' Compensation

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill prescription program to save employee "out of pocket" expense



## You're choosing specialized servicing

As owners of the program, our members want more than a traditional insurance policy. Not only do we tailor our coverage to our members, but we also provide services to meet the specific needs of each member. We employ staff who have walked in your shoes in former roles and understand the unique challenges your organization faces. Our expert Risk Control Team works directly with our members providing employee training, performing safety audits, or consulting on relevant risk management topics in order to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.

## Service advantages

### Risk Control

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In person and web-based employee training – safety, liability, human resources, cyber security, and more
- Claims analysis
- Safety committee assistance and participation
- Up to 14 hours of CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia

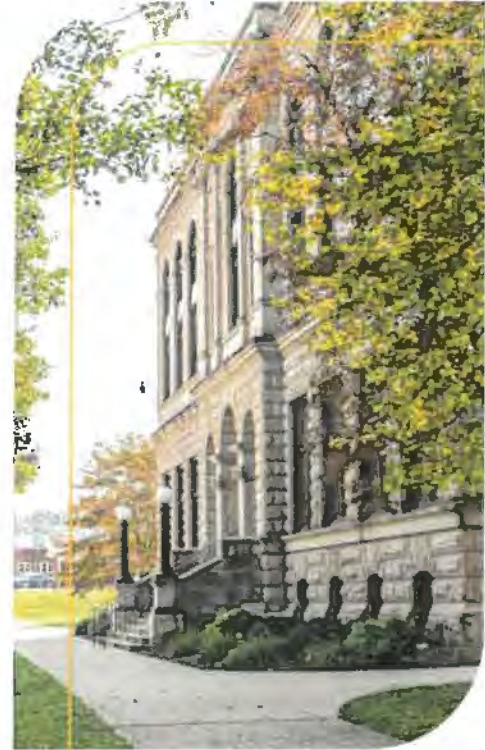
### Member Portal

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature
- Safety Source streaming library with over 1000 videos

### Other Services

- Property valuations provided at no charge
- Investigations unit available for claim analysis and surveillance
- GatherGuard makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate protection
- Safelite Auto Glass direct billing for quick and painless glass replacement; with a deductible waiver on glass repairs

In choosing WVcorp, you are choosing to stand with hundreds of like-minded organizations throughout the state who demand more than the status quo from their coverage provider, and we thank you for your choice.



### You're choosing price stability

No one likes surprises. The pool was founded on the principle of price stability, and that long-standing ideal has guided our decisions since day one. While the commercial insurance market has experienced considerable volatility, and competitors have stripped away coverages to combat rate increases, the pool has enjoyed remarkable rate stability year over year for decades, even as we've consistently expanded coverages. It all adds up to giving you peace of mind, aiding in long-term planning and budgeting.

### You're choosing ownership

At WVcorp, you are an owner of the program and its assets. There are no outside owners, investors or shareholders expecting dividends or profits. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. As a voting member, you have a direct voice in what matters most to your organization. The Board approves all major decisions, and again this year voted to return surplus funds to members at renewal.

### You're choosing transparency

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. We begin our renewal process early each year to ensure you have ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information. Because we're partners when it comes to protecting your organization, we openly share the information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.



**WVcorp**

Contribution Summary Form

Jefferson County Emergency Svcs Agency

Coverage	Deductible	Contribution
<b>Property</b> : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	See Schedule	\$2,376
<b>Inland Marine</b> : Replacement Cost if Scheduled, otherwise Actual Cash Value	See Schedule	\$845
<b>Equipment Breakdown</b>	\$1,000	\$190
<b>General Liability</b> : \$1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	None	\$19,078
<b>Public Officials Liability</b> : \$1,000,000 Limit Each Wrongful Act	\$2,500	\$7,115
<b>Crime</b> : Blanket \$250,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$25,000 sublimit	\$250	\$750
<b>Excess Liability</b> : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	\$12,390
<b>Environmental Liability</b> : \$500,000 Limit	\$25,000	Included
<b>Cyber Risk</b> : \$250,000 Limit	None	Included
<b>Workers' Compensation</b> :	None	\$213,443
<b>Grand Total Annual Contribution</b>		<b>\$256,187</b>
	<i>Less Rate Credit(P&amp;C)</i>	(\$507)
	<i>Less Rate Credit(WC)</i>	(\$1,864)
	<b>Total Contribution Due</b>	<b>\$253,816</b>

**Any additions or deletions made after the proposal and initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.**

*In order to be eligible for WVcorp membership, the following coverages must be selected: Property (where applicable), General Liability, Business Auto (where applicable), and Crime. To be eligible for Workers' Compensation coverage, Property & Casualty must be in effect with WVcorp. Quarterly installment payment terms available for Workers' Compensation coverage only.*



**RESPONSE NEEDED** - If electing option(s) below, please indicate on Coverage Intent Form form. Otherwise, coverage will be based upon current coverage as you do not wish to select proposed option(s) below.

**2023 - 2024 Quote Options for  
Jefferson County Emergency Svcs Agency**

**OPTION 1 : Cyber Risk - Increased Liability**

WVcorp provides members an opportunity to increase Cyber Risk coverage. The purchased limit is your own limit, which is outside of the WVcorp pooled limit for other members. Cyber Risk Liability provides coverage due to network security breaches (including hacking and viruses) and online privacy matters (including identity theft). Coverage also includes Crisis Management, Remediation and Notification Expense coverage for public relations services, expense to determine scope of breach, and notification expense required by law, including mailings and monitoring up to the purchased limit.

Limit	Deductible	Annual Contribution
\$1,000,000	\$0	\$2,000
\$2,000,000	\$0	\$3,000
\$3,000,000	\$0	\$4,000

\$5,000,000 limit option is available upon request



## Property

- WVcorp provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

### Buildings and Contents

Total Building Values	\$ 1,417,500
Total Contents Values	\$ 166,500
Business Income / Extra Expense (\$100,000 Automatic or as scheduled)	\$ 0

### Coverage Includes: (no additional charge)\*

- Back-up of Sewers & Drains: \$1,000,000 Limit
- Debris Removal: \$20,000,000 Pool Limit
- Pollutant Clean-up and Removal: \$500,000 Pool Limit
- Newly Acquired Property: \$10,000,000 Limit (up to 120 Days)  
When timely reported, covered until renewal at no additional charge if under \$500,000 in value;  
additional charge for new values above \$500,000
- Property in Transit: \$5,000,000 Pool Limit
- Utility Services Time Element: \$2,000,000 Pool Limit
- Building Ordinance/Increased Cost of Construction/Demolition: up to \$20,000,000 Pool Limit
- Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to \$10,000,000 Pool Limit
- Flood (if outside the 100 year flood plain): up to \$10,000,000 Pool Limit
- Architect & Engineering fees for plans, specifications, and supervision included upon replacement
- Error in Reporting Provision
- Improvements and Betterments to buildings leased by the member
- Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet of the premises provided their values are included in the schedule

*\*Does not apply to properties valued at Actual Cash Value (ACV)*

### Coverage Available (Additional Charge):

Builders' Risk during building construction (Optional - must be reported)

### Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered except those specifically excluded.
- Flood (if outside the 100 year flood plain) and Earthquake are included.

### Valuation

- Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise
- Business Income - Actual Loss Sustained

#### Other Terms

- Blanket Limit
- No Coinsurance
- Vacant Buildings must be reported.  
*If vacant building becomes occupied, please notify WVcorp to ensure proper coverage is in place.*

#### Deductibles (Per Occurrence)

- \$1,000 Building & Contents
- \$25,000 Flood
- \$25,000 Earthquake

#### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.
- **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations.



### Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

#### Inland Marine

Total Inland Marine Value (Per Schedule)	\$ 650,000
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#### Computers / Electronic Data Processing (EDP)

Hardware (Per Schedule)	\$ 0
Software (Per Schedule)	\$ 0

#### Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.
- Electronic Data Processing (EDP) includes electrical and mechanical breakdown.

#### Valuation

- Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:
- Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.

#### Deductible

See Schedule

#### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.

## Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

### Limits

- \$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense
- \$1,000,000 Newly Acquired Property (up to 90 Days)
- \$1,000,000 Demolition (Coverage B)
- \$250,000 Hazardous Substance
- \$1,000,000 Increased Cost of Construction (Coverage C)
- \$500,000 Expediting Expenses
- \$1,000,000 Service Interruption
- \$250,000 Spoilage Damage
- \$100,000 Electronic Data or Media Damage

### Covered Events

Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

### Deductibles

- \$1,000 Per Occurrence
- 24 Hours Business Income Loss



### General Liability

- WVcorp general liability coverage provides the broadest protection for public entities in West Virginia.
- WVcorp coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

### Base of Contribution

Net Operating Expense	\$ 1,816,932
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### Limits

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

### Additional Coverages

- Failure to Supply (No Sublimit)
- Sidetrack Agreements including Railroads
- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Products/Completed Operations
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability

### Sublimits

- \$100,000 Fire Legal Liability - Real Property
- \$100,000 Care, Custody, and Control of Others' Property

### Deductible

None



## Cyber Risk

- WVcorp members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

## Limits

- \$250,000 Per Occurrence and Aggregate - Per Member
- \$1,000,000 Maximum Aggregate for all Cyber Risk losses under the contract, commencing with the inception date of this contract, regardless of the number of Members involved.

**Coverages**

**Network Security, Privacy, and Data Breach Liability**

- Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.
- Liability for transmission of a computer virus

**Multimedia Liability**

- Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media

**Regulatory Liability**

- Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations
- Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body

**Data Breach Incident Response**

- Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.

**Data Restoration**

- Costs to restore, compile or replace data
- Reasonable and necessary costs and expenses to determine scope of breach
- Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event

**Cyber Extortion**

- Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service

**Social Engineering Fraud**

- Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently

**PCI DSS Fines**

- Covers PCI contractual costs and regulatory fines following a security or privacy event

**Deductible**

None

## Environmental Liability

- WVcorp provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

### Limits

- \$500,000 Each Incident and Aggregate - Per Member
- \$1,000,000 Pool Aggregate

### Coverage

- Third Party Clean-up for above ground pollution exposures, such as:
  - Water & Sewer Operations
  - Transfer Stations
  - Spraying of Pesticides and Herbicides
  - Golf Courses
  - Above Ground Storage Tanks

### Exclusions \*

- Underground Storage Tanks
- Landfills

\* WVcorp will place coverage for these excluded exposures through a commercial carrier, if requested.

### Deductible

- \$25,000 Per Occurrence



## Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages
- Prior Acts Coverage included if prior coverage was written on claims-made basis.

### Limits

- \$1,000,000 Each Wrongful Act
- \$1,000,000 Annual Aggregate
- \$10,000 HRC/EEOC Defense

### Policy Form

Occurrence

### Coverages

- Employment Practices
- Sexual Harassment
- Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member
- Defense cost in addition to coverage limits

### Additional Provisions

- Claims handled when filed, not only if a lawsuit is filed

### \$100,000 Defense Limit provided for the following excluded coverages:

- Employment Wrongful Acts, when no monetary damages requested
- Land Use/Eminent Domain (subject to \$25,000 Deductible)
- Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to \$25,000 Deductible)

### \$50,000 Defense Reimbursement Limit provided for the following excluded coverages:

- Criminal Acts (subject to a \$10,000 Deductible); see contract language for specific terms and conditions

### Deductible

- \$2,500 Per Occurrence
- \$25,000 Land Use/Eminent Domain



### Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

### Limits

- \$250,000 Per Occurrence
- \$25,000 Telephone Toll Fraud

### Covered Items

- Employee Theft
- Employee Dishonesty (Faithful Performance Form)
- Loss Inside and Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery Coverage
- Computer Fraud
- Funds Transfer Fraud

### Public Officials Required Bond

Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11

### Deductible

- \$250 Per Occurrence

## Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

### Limits

- Excess General Liability
  - \$4,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Public Officials Liability
  - \$4,000,000 Limit
  - \$4,000,000 Annual Aggregate

*\*Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage*



## Workers' Compensation

- WVcorp provides the most affordable and responsive Workers' Compensation coverage available.
- WVcorp provides leading medical bill review and case management services to ensure cost effective treatment and return to work for injured employees.
- Online claim reporting capability through our WVcorp member website.

### Coverages

Workers' compensation coverage is provided in accordance with and limited to guidelines established by the Offices of the West Virginia Insurance Commissioner and Employers Liability.

### Employers' Liability

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Per Person)	\$1,000,000
Bodily Injury by Disease (Per Accident)	\$1,000,000

Classification	Group	Code	Payroll	Rate (Per \$100 Payroll)	Contribution
EMS & Drivers		7705	\$4,276,000	\$5.94	\$253,994.40
Clerical		8810	\$80,000	\$0.13	\$104.00
<b>Total Payroll:</b>			<b>\$4,356,000</b>		

Manual Contribution	\$254,098.40
Experience Modification	0.80
Modified Contribution	\$203,278.72
Scheduled Debit/Credit	\$0.00
Regulatory Surcharge	1.05
<b>Total Estimated Annual Contribution</b>	<b>\$213,443</b>

**Workers' Compensation Coverage is available only if Property & Casualty coverage is in place through WVcorp.**

The classifications and codes shown are established by the National Council on Compensation Insurance (NCCI) and are the same as those used by insurance companies in West Virginia.

Rates have been filed with the State Corporation Commission and are subject to approval.

**Workers' Compensation Coverage Contribution is payable in equal quarterly installments.**

Subject to Audit and Annual Adjustment





**WVcorp**

**Jefferson County Emergency Svcs**

**Agency**

**Coverage Term : 7/1/2023 - 7/1/2024**

**BUILDINGS AND CONTENTS SCHEDULE**

*Replacement Cost or Stated Otherwise*

Loc #	Bldg #	Bldg Description	Street Address	City	Bldg Value	Cnt Value	Deductible	Builders Risk	Demo / Debris Removal Only	Agreed Value	Actual Cash Value
1	1	Ambulance/Rescue Building	419 16th Avenue	Ranson	\$1,417,500.00	\$166,500.00	\$1,000.00				
Totals			Count: 1		\$1,417,500.00	\$166,500.00					



**Jefferson County Emergency Svcs Agency**

**Coverage Term : 7/1/2023 - 7/1/2024**

**INLAND MARINE SCHEDULE**

Equipment Type	Department	Item Description	Serial Number	Value	Deductible
Electronic Data Hardware		Blanket Hardware/Software - \$100k included under automatic coverage		\$0.00	\$500.00
Miscellaneous Equipment		Carefusion Ventilator LTV1200	410236	\$15,000.00	\$500.00
Miscellaneous Equipment		(12) Lucas Mechanical CPR Devices		\$180,000.00	\$500.00
Miscellaneous Equipment		(13) Physio LP15 Cardiac Monitors / Defibrillators		\$455,000.00	\$500.00
Totals		Count: 4		\$650,000.00	



# Millenium Insurance Group

*Trust is our foundation, Service our dedication.*

RE: ERISA/ACA Wrap SPD Renewal

June 9, 2023

Dear Jefferson County Commission,

We are making our clients aware of a Federal Employer Requirement / Compliance document called the ERISA Wrap Summary Plan Description (SPD). It is the Department of Labor's document communicating plan rights and obligations to participants and beneficiaries of employer-sponsored group health insurance plans. This requirement was added under the Affordable Care Act and carries a penalty of \$110 per day/per participant on the plan.

We always provide the Medical/RX insurance carrier Federally required Summary Plan Description (SPD) and other required notices such as CHIP, Women's Cancer Rights Notice, etc. in the Open Enrollment Packets but this does not meet the required ERISA Wrap SPD guidelines. The WRAP SPD is required to be distributed to all Plan participants with 120 days of the Plan's effective date and should also include the Medical/RX Carrier SPD we provide along with any ancillary coverage summaries of benefits and any applicable HRA or HSA Plan information.

To make this compliance issue easy for our clients, we are offering our services to compile the necessary documents for your files and distribution upon renewal of the Medical/RX plan. We are utilizing a third-party vendor to create the ERISA Wrap SPD and will then customize the document to include all necessary Medical, Dental, Life, Voluntary Benefit Summaries of Coverage and required notices. We will forward the completed WRAP SPD to you for distribution via PDF and hard copy.

This document MUST BE UPDATED when there are any changes to your benefit package. Since most carriers do make changes to the plan designs on an annual basis, this may be an annual cost.

The following are our fees for this service:

Medical/RX Plan Only - \$200.00

Medical/RX and all ancillary lines of coverage including HRA and HSA - \$250.00

Please choose one of the following options and return to Millenium Insurance Group for our files:

I do not want Millenium Insurance Group to provide this service.

Provide the ERISA Wrap SPD for Medical/RX Only for \$200.00

Provide the ERISA Wrap SPD for Medical/RX and all ancillaries for \$250.00

If you have any questions regarding this information, please contact us. We must have your response documented for liability purposes.

Thank you,

*Laurie L. Bracelin*

Laurie L. Bracelin, CEO

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**JEFFERSON COUNTY COMMISSION  
RESOLUTION TO ADOPT  
EMPLOYEE BENEFITS PLAN &  
ERISA WRAP SUMMARY PLAN DESCRIPTION**

**WHEREAS**, Jefferson County Commission has determined that it would be in the best interests of its employees to adopt an "Employee Benefit(s) Plan" allowing for medical and other benefit coverage, so-called; be it known that a vote was taken, and all were in favor.

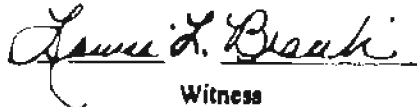
**RESOLVED**, that Jefferson County Commission adopt an "Employee Benefit(s) Plan," all in accordance with the specifications annexed hereto; and, be it known that the "Jefferson County Commission Employee Benefits Plan" was executed.

**RESOLVED FURTHER**, that Jefferson County Commission adopt the required ERISA "Wrap Summary Plan Description," with all of the specifications annexed hereto; be it known that the "Jefferson County Commission Employee Benefits Plan SPD Document" was also executed.

**RESOLVED FURTHER**, that the Company undertake all actions necessary to implement and administer said Employee Benefit(s) Plan, and distribute said ERISA Wrap SPD to all participants and their beneficiaries.

**IN WITNESS WHEREOF**, I have executed my name for the above named Company on July 1, 2023.

**ATTEST:**

  
Witness

By: \_\_\_\_\_  
Cindy Rezmer





*not applicable*



## AGENDA REQUEST FORM

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

Name: **Cindy Rezmer – Deputy County Administrator**

Department or Organization: **Jefferson County Commission**

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

Date Requested – 1<sup>st</sup> Choice: **June 15, 2023**

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

2<sup>nd</sup> Choice:

Subject (wording to be placed on agenda):

**Review and Discussion of Ambulance Fee Ordinance**

Please provide a description of your request or presentation, including any background information:

**Review and discussion of updates to Ambulance Service Fee Ordinance. Decision on possible exemption of certain non-residential properties.**

Is this a Funding Request? Y/N

If so, how much? \$

Provide exact financial request:

Is this a Hiring Request? Y/N

Name of Hire:

Annual Salary: Grade: 70/80 Hr:

Start Date (beginning of pay period):

Increase after probation if any: n/a

Any Additional Conditions of Employment:

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

**Motion to approve updates to Ambulance Service Fee Ordinance and adopt Option 1 \_\_\_ or Option 2 \_\_\_**

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:

Phone Number:

Email Address:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

**JEFFERSON COUNTY, WEST VIRGINIA  
EMERGENCY AMBULANCE SERVICE FEE ORDINANCE**

**Amendment Effective ~~July 1, 2019~~ July 1, 2023**

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## INFORMATION FOR NON-RESIDENTIAL PROPERTY DEFINITION

### Ambulance Fee – Current status

*Church: currently only billed for 2<sup>nd</sup> properties. Those gifted to them, or purchased as an additional building*

*School: some are billed but not all*

*Courthouse: not billed*

*Federal: Not all will pay*

*State: if owned by State of WV (DOH, State Police...) then State won't pay*

### **Possible modifications to Ambulance Service Fee Ordinance**

#### Option 1

Non-Residential Property. Means commercial business, industrial activity or non-residential activity conducted for a profit or non-profit ~~and any federal, state or local government~~ (except those defined as an “Agricultural” property herein) including, but not limited to, any store, filling station, hotel, motel, warehouse, flea market, amusement park, campground, institutional living arrangement with centralized services such as nursing homes, assisted living or similar arrangement, a bed and breakfast, an entertainment venue, a club, bar or restaurants ~~church, school, courthouse, or federal, state, or municipal government building~~. In the case of commercial activity that occurs outdoors such as a flea market, campground or amusement park, such business shall be assessed a fee as a commercial unit unless a permanent structure associated with the use is already subject to a commercial fee at the same location. In the case of a commercial complex with more than one structure, such as a shopping center or business complex, each separate structure shall be included in total square foot calculations. Churches, schools, federal, state, county and municipal government properties are exempted with the exception that if they run a commercial enterprise from those locations such as day care centers, cabin or lodge rentals, recreation, etc.

In addition, any structure which conducts a retail commercial enterprise open to the general public, including but not limited to a distillery, butcher shop, winery, bed and breakfast, buildings used in the course of business for animal racing or retail nursery, shall be subject to the standard non-residential fee even if located on a farm.

Option 2 - Keep current language but attempt collection consistently from all churches, schools, courthouse, federal, state or municipal government buildings and add further definition of retail commercial enterprise.

Non-Residential Property. Means commercial business, industrial activity or non-residential activity conducted for a profit or non-profit, and any federal, state or local government (except those defined as an “Agricultural” property herein) including, but not limited to, any store, filling station, hotel, motel, warehouse, flea market, amusement park, campground, institutional living arrangement with centralized services such as nursing homes, assisted living or similar arrangement, a bed and breakfast, an entertainment venue, a club, bar or restaurants, church, school, courthouse, or federal, state, or municipal government building. In the case of commercial activity that occurs outdoors such as a flea market, campground or amusement park, such business shall be assessed a fee as a commercial unit unless a permanent structure associated with the use is already subject to a commercial fee at the same location. In the case of a commercial complex with more than one structure, such as a shopping center or business complex, each separate structure shall be included in total square foot calculations.

In addition, any structure which conducts a retail commercial enterprise open to the general public, including but not limited to a distillery, butcher shop, winery, bed and breakfast, buildings used in the course of business for animal racing or retail nursery, shall be subject to the standard non-residential fee even if located on a farm.

## **SECTION 1 - LEGISLATIVE AUTHORITY**

This Ordinance concerns the imposition and collection of a special emergency ambulance service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

## **SECTION 2 - PURPOSE**

This Ordinance is enacted by the Jefferson County Commission for the purpose of providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to maintain an adequate emergency ambulance system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency ambulance system is necessary to promote the health and welfare of the citizens of Jefferson County. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

## **SECTION 3 - DEFINITIONS**

**ACCESSORY STRUCTURE.** Any separate structure associated with a residential unit such as a garage, storage shed, workshop or otherwise located on the same parcel shall be included as part of the residential unit and not subject to a separate fee so long as it is not actually used as a residential or non-residential unit. If a dispute arises with regard to whether or not a structure qualifies as accessory structure not subject to a separate fee, the burden is upon the owner to demonstrate that the structure is not a commercial or residential unit.

**RESIDENTIAL PROPERTY.** Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, and rental units.

**AGRICULTURAL BUILDING.** Means structures which directly contribute to the operation of a farm and shall include any processing plant, milking parlor, farm equipment storage building, barn, silo, grain storage building, swinery, and temporary quarters furnished to farm employees without rent to assist in performance of employment duties as part of the terms of their employment. Agricultural buildings shall be exempt from any fee assessed under this Ordinance. However, the agricultural exemption does not apply to any ordinary residential unit located on a farm, such units shall be subject to the standard residential unit fee. In addition, any structure which conducts a retail commercial enterprise open to the general public, including but not limited to a distillery, butcher shop, winery, bed and breakfast, buildings used in the course business for animal racing, or retail nursery, shall be subject to the standard non-residential fee even if located on a farm. The warehousing, processing, drying, storage, distribution and marketing of agricultural products for the wholesale marketplace when those activities are conducted in conjunction with, but are secondary to, husbandry or production conducted on the farm shall be exempt from the fee. If a dispute arises with regard to whether or not a structure qualifies as an exempt agricultural building, the burden is upon the owner to demonstrate that the structure contributes to the operation of a farm and is not a commercial or residential unit.

**NON-RESIDENTIAL PROPERTY.** Means commercial business, industrial activity or non-residential activity conducted for a profit or non-profit, and any federal, state or local government (except those defined as an "Agricultural" property herein) including, but not limited to, any store, filling station, hotel, motel, warehouse, flea market, amusement park, camp ground, institutional living arrangement with centralized services such as nursing homes, assisted living or similar arrangement, a bed and breakfast, an entertainment venue, a club, bar or restaurants, church, school, courthouse, or federal, state, or municipal government building. In the case of commercial activity that occurs outdoors such as a flea market, camp ground or amusement park, such business shall be assessed a fee as a commercial unit unless a permanent structure associated with the use is already subject to a commercial fee at the same location. In the case of a commercial complex with more than one structure, such as a shopping center or business complex, each separate structure shall be included in total square foot calculations.

In addition, any structure which conducts a retail commercial enterprise open to the general public, including but not limited to a distillery, butcher shop, winery, bed and breakfast, buildings used in the course of business for animal racing, or retail nursery, shall be subject to the standard non-residential fee even if located on a farm.

**EMERGENCY AMBULANCE SYSTEM.** Any emergency ambulance service provided pursuant to this ordinance.

**HOMESTEAD EXEMPTION** shall mean an owner-occupied residential unit used exclusively for residential purposes and occupied by the owner or one of the owners who is a citizen of this state and who is sixty-five years of age or older or is permanently and totally disabled as that term may be defined by the Legislature, and which granted by, and recognized in the records of, the Assessor of Jefferson County as exempt from a portion of the ad valorem property taxation of Jefferson County as prescribed by general law. The burden shall be upon the owner claiming the exemption to present proof of same at the time the fee is paid. Status may be verified by reviewing the tax system. If sufficient proof is not provided, the owner shall pay the normal fee.

**SQUARE-FOOTAGE** shall be determined by the Jefferson County Assessor's Office. All structures located on each property shall be included in the total square-footage calculation, including but not limited to warehouses, retail space, storage areas, and accessory structures. If a dispute arises with regard to whether or not a structure qualifies for inclusion in the total square-footage calculation, the burden is upon the owner to demonstrate that the structure is not a non-residential accessory structure or residential unit.

**OWNER.** Means the person, firm or corporation listed in the Jefferson County land records and/or records of the Assessor of Jefferson County as the owner of the unit or property as of July 1st of the year the bill is issued.

**RESIDENTIAL UNIT.** Means any habitable structure intended for residential use, whether occupied or unoccupied, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, condominiums and rental units. In the case of a structure which contains multiple independent addressable dwelling units, such as duplexes and apartments, each addressable unit shall be deemed to be a separate residential unit.

**SPECIAL EMERGENCY AMBULANCE SERVICE FEE.** Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency ambulance service within Jefferson County.

**USER.** Means any person, firm or corporation to whom emergency ambulance transport service is made available.

#### **SECTION 4- RATES**

The Emergency Ambulance Service Fee imposed under this Ordinance shall be for emergency ambulance service provided for a Jefferson County Fiscal Year July 1 to June 30.

- **Residential Unit Fee.** The Emergency Ambulance Service Fee established by this Ordinance shall be thirty-nine dollars (\$39.00) per owner occupied residential unit, and fifty dollars (\$50.00) per non-owner occupied residential unit per Fiscal Year.
- **Other Non-Residential Fees.** The Emergency Ambulance Service Fee for property that is not residential shall be calculated based on total building square footage, and based on one of 6 (six) classifications.

For properties where the Assessor has available building square footage, five (5) rates are applicable. The tiered flat rate fee is determined based on the total building square footage as defined in SQUARE FOOTAGE and is subject to a minimum fee payable of ninety dollars (\$90.00) per non-residential parcel per fiscal year. All properties with a total square footage less than or equal to 10,000 square feet will pay the minimum payable fee of \$90.00.

For properties with a total square footage of 10,001 sf or greater, the flat fee per parcel is determined as follows:

o 10,001 sf to 20,000 sf	\$200.00
o 20,001 sf to 65,000 sf	\$512.00
o 65,001 sf to 360,000 sf	\$1,875.00
o 360,001 sf or greater	\$33,400.00

For properties where the total building square footage is not available from the Jefferson County Assessor, the flat fee is: \$150.00

**Homestead Exemption.** All those residents who have been granted a property tax Homestead Exemption by the Assessor in the tax year prior to July 1, 2014, and each year thereafter, shall pay a discounted fee of twenty dollars (\$20.00) on their personal residence.

**Responsibility and Due Date.** The Fee imposed under this ordinance shall be the responsibility of the record owner of the unit as of July 1st, each year unless an alternate date is formally approved by a majority of the Commission. The Fee assessed and levied under the provisions of the ordinance shall be a personal obligation of the owner of the unit. The Fee shall be due and payable July 1st of each year for taxable units owned as of July 1st for services to be rendered in the fiscal year. On or before, July 31st of each year, a bill shall be mailed to the owner's mailing address on record with the Assessor of Jefferson County.

### Late Fee and Dates

- ~~For each service year, accounts paid on or after October 1 through December 31 the fee shall increase by \$5 for residential properties or by 10% for non-residential properties.~~
- For accounts paid on or after January 1 through March 31 of a given service year, the ~~fee shall increase by an additional \$10~~ late fee is \$15 for residential properties or ~~by an additional 20%-30%~~ for non-residential properties, whichever is greater.
- Payment by check that is rejected for insufficient funds may be subject to additional charges as allowable by law.

**Collections.** Fees delinquent on or after the First day of April the year after they became due and payable ~~shall be forwarded to the County Commission may be subject to collection.~~ The County Commission, in its sole discretion, may collect unpaid fees through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same fiscal year the fee was billed. In any suit for collection of delinquent fees, the Commission is authorized to recover its reasonable costs of collection, including court costs, attorney's fees, service costs and statutory interest.

**Error Resolution.** If any owner believes he or she was erroneously charged an emergency service fee, the County Commission shall provide, upon the owner's request, an exoneration form. The form shall be completed and returned to the County Commission no later than September 30 of the Fiscal Year for which the fee applies. The County Commission staff shall, within a reasonable time, investigate any request for exoneration. The County Commission shall, at its next regular meeting after completion of the investigation, consider each written request for exoneration and staff's recommendation regarding the exoneration request. If good cause for exoneration is found by the County Commission, the Commission shall exonerate or modify the imposed charges, and shall notify the owner in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, the owner requesting exoneration may appeal to the Circuit Court of Jefferson County. The appeal must be filed within 30 days of the Commission decision upon the exoneration. No prior fiscal year fees will be refunded.

### SECTION 5 - RATE CHANGES

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Commission/Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event ~~the JCESA determines that a~~ change in the fee imposed by this ordinance is necessary, ~~it shall, by resolution, request the County Commission consider approving the recommended a change~~ shall consider approving a change. The JCESA shall submit copies of its current budget, the future budget developed under Section 7 and any other documentation supporting the proposed a change in the fee. In conjunction with JCESA's departmental reviews, a review of 911 Center CAD call data shall be performed regularly at a minimum of every 2 (two) to 3 (three) years. The fee may be adjusted based on this review of CAD call data to ensure that the fee being charged is commensurate with CAD usage data for each property type. The County Commission retains sole discretion in approving, denying or modifying any fee change. Procedures set forth in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

#### **SECTION 6 - EFFECTIVE DATE**

The prior Ordinance became effective ~~June 30, 2018~~ ~~July 1, 2019~~ and the Emergency Ambulance Service Fee was originally enacted effective June 30, 2014. This Amended Ordinance shall become effective on ~~July 1, 2019~~ July 1, 2023. The fee assessed and levied by this ordinance are for services to be rendered from ~~July 1, 2019~~ July 1, 2023 to ~~June 30 2020~~ ~~June 30, 2024~~, and each fiscal year thereafter.

#### **SECTION 7 - USE AND MANAGEMENT OF FEE PROCEEDS**

The proceeds from the imposition and collection of the Emergency Ambulance Service Fee shall be deposited in a special fund or specific appropriations shall be exhibited in separate and distinct accounts for the benefit of the JCESA held by the Treasurer of Jefferson County and shall be used only to pay reasonable and necessary expenses actually incurred, including personnel, training, supplies and equipment used in providing emergency ambulance service to residents of Jefferson County. Proceeds not expended in a given Fiscal Year will be, maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

#### **SECTION 8 - BUDGET DEVELOPMENT**

The ~~Jefferson County Commission~~ Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held no later than the ~~regular December Board of Directors meeting~~ ~~first Jefferson County Commission meeting in November~~ in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the ~~Jefferson County Emergency Services Agency's~~ annual budget request to the Jefferson County Commission.

As required by the JCESA Ordinance, JCESA shall prepare a financial statement and budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The ~~Board of Directors~~ ~~Jefferson County Emergency Services Agency Director~~ shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

#### **SECTION 9 - DATA USED FOR ASSESSMENT OF FEES**

Upon completion of the annual budget for the Fund, County Commission shall request the Assessor to provide it with a list of all residential units and non-residential parcels and square footage within the meaning of this Ordinance within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. In addition, GIS shall provide a list of addressable units within each category to assist in the identification and classification of residential units and non-residential buildings and parcels within the county. Each residential or non-residential unit or property shall have an account established in the name of the owner of that unit or property and a bill in the amount of the fee shall be delivered to that property owner by US Postal Service on or after July 31st of the Fiscal Year. The Assessor will further provide monthly updates to County Commission so that the database can be maintained on a current basis.

**SECTION 10 - COLLECTION OF DELINQUENT ACCOUNTS**

On or before ~~November 30~~ January 1 of each year, letters shall be sent to all unpaid accounts as a status reminder including a notice of late fees and charges and a notice that delinquent accounts will be submitted for collection after March 31st. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

**SECTION 11- INITIAL USE OF FUNDS AND POSITIONS**

Funds will initially be allocated to train, hire and equip Fire Fighter/Paramedics and Fire Fighter/EMTs assigned based on response time to maximize limited resources.

**SECTION 12 - AMENDMENTS AND SEVERABILITY**

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

---

This Ordinance shall become effective upon ~~July 1, 2019~~ July 1, 2023.

NOW THEREFORE, THIS ORDINANCE IS ENACTED AND ORDAINED BY MAJORITY VOTE OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Jessica James, Assistant Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: June 15, 2023

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

Subject (Wording to be placed on agenda): Discussion of July 6, 2023 Meeting

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

- ✦ Prior Commissions have traditionally canceled the first meeting in July due to the July 4<sup>th</sup> holiday (if the holiday occurs on Tue., Wed., or Thurs/within the same week as the meeting) and a general lack of agenda items as staff schedules summer vacations.
- ✦ During the June 1, 2023 County Commission meeting, Commissioners requested staff reach out to department heads and other electeds regarding the potential cancellation of the July 6 meeting & whether the cancellation would cause hardship for their office.
- ✦ An email was sent to staff/electeds, etc. on June 6, as requested. None of the respondents took issue with the potential cancellation of the meeting, should the Commission make that decision.
- ✦ Upcoming interviews/appointments to boards, commissions, etc. have been rescheduled from June 15, 2023 to July 20, 2023 to provide the newly appointed Charles Town District commissioner (taking office June 23) the opportunity to participate in the appointment process. Applicants have been notified of this change.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



## AGENDA REQUEST FORM

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

Name: **Makayla Zonfrilli, County Administrator**

Department or Organization: **Jefferson County Commission**

Estimation of time needed for appointment:

Date Requested - 1<sup>st</sup> Choice: **6/15/2023**

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

2<sup>nd</sup> Choice:

Subject (Wording to be placed on agenda):

- 1 Private Investigator Contract
- 2 Wage equity distribution - Public Safety Dispatcher
- 3 Post probationary period salary increase request - Systems Application Administrator

Please provide a description of your request or presentation, including any background information:

- 1 911 Communications will be partnering with Mr. Naif Alatta, a WV Private Investigator to conduct pre-employment background investigations on public safety dispatch candidates for the purpose of employment with the Jefferson County Emergency Communications Center (JCECC). Also attached are Mr. Naifs references, resume, and Certificate of Private Investigators from the State of West Virginia.
- 2 Request to increase the wages of a current Public Safety Dispatcher due to an inconsistency. This Public Safety Dispatcher was hired in September 2021, shortly thereafter it was passed that the "out of training" pay raise was increased. This caused the new starting employees to have an hourly rate higher than a senior staff member who had a year of service in. The current entry level salary is now \$46,347 (\$22.2822 per hour). This request will for an equity increase will provide a 3.75% increase to \$48,492.96 (\$23.3139 per hour) based on seniority and experience.
- 3 The 90-day probationary period has ended for the current Systems Application Administrator. This employee is currently at a rate lower than the originally budgeted salary which is \$70,000.00. This request is to recommend the Systems Application Administrator be provided with a 5% increase due to the end of his probationary period. This increase will place the request at \$65,100.00 (\$31.2980 per hour) for the remainder of FY22/23. With the upcoming FY2024 COLA, the position will be at \$68,355 (under the \$70,000.00 originally budgeted).

Is this a Funding Request? Yes

If so, how much?

Provide exact financial request:

Is this a Hiring Request? No

Name of Hire: Not Applicable

Annual Salary: 70 Hr/80 Hr

Start Date (beginning of pay period):

Increase after probation if any: n/a

Any Additional Conditions of Employment:

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

1. Motion to approve the contract between the County of Jefferson and Mr. Naif Alatta, WV Private Investigator for the purpose of providing pre-employment background checks for public safety dispatchers not to exceed \$30,000.00.
2. Motion to approve the wage equity increase for the Public Safety Dispatcher from \$46,347.00 to **\$48,492.96**.
3. Motion to approve the post-probationary period salary increase for the Systems Application Administrator position to \$65,100.00 (\$31.2980 per hour).

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: Makayla Zonfrilli, County Administrator or  
Jeff Polczynski, ENP-Director of Communications.  
Phone Number: 304-268-8963  
Email Address: [mzonfrilli@jeffersoncountywv.org](mailto:mzonfrilli@jeffersoncountywv.org)

FOR COMMISSION STAFF USE ONLY- FINANCIAL IMPACT/RECOMMENDATION

County of Jefferson  
&  
Mr. Naif Alatta, a WV Private Investigator

Professional Services Contract

This AGREEMENT, entered into on this this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE COUNTY OF JEFFERSON COUNTY, a body politic of the State of West Virginia, with its principal office being in Charles Town, WV (hereinafter COUNTY), and Mr. NAIF ALATIA (a West Virginia licensed private investigator, License No. F230512012415) (hereinafter CONTRACTOR).

**1. Scope of Services:**

CONTRACTOR agrees to perform pre-employment background investigations on public safety dispatch candidates for the purpose of employment with the Jefferson County Emergency Communications Center (JCECC). All background investigations shall be completed within "30 working days" from the date of the Initial Interview.

- Initial Interview (in-person interview with the applicant)
- Review of the Personal History Statement
- Verification of required legal documents
- Verification of minimum requirements for position
- Personal contact with relatives and references
- Personal contact with current and past employers (10-year period)
- On-site review of employee personnel records (when available)
- Verification of education and experience
- In-person residence check/ contact with neighbors when possible (within last 3 years)
- DMV records check (10-year history- inquiry via JCECC)
- Financial records (Experian credit report or other financial reporting agencies)
- Review of Criminal history check
- Military history check (if applicable)
- Written report detailing investigation

All background investigations shall include personal contact by CONTRACTOR with the COUNTY designee to review the applicant's Personal History Statement, discuss the findings of the Initial Interview, schedule polygraph examination (if applicable), and present the completed background investigation report. All findings, reports, and/or materials developed in the course of the investigation shall be deemed confidential and shall be the property of the COUNTY. All documentation regarding an applicant provided to or developed by the CONTRACTOR shall be strictly confidential and shall not be used for any other purpose except for the evaluation of a candidate for a position as a Public Safety Dispatcher, Dispatch Supervisor, or other position

within the Emergency Communications Center. This documentation includes but is not limited to the job application, personal history statement, reference material, and any other report provided to CONTRACTOR in the course of the investigation. If, for any reason, there is cause for disqualification of an applicant, pursuant to instructions by the COUNTY designee, the entire background investigation shall be completed, the detailed written report will be developed, and the COUNTY will be charged.

**2. Scope Changes and Amendments:**

Any changes, modifications, or amendments to the scope of services outlined in this Agreement shall be agreed upon in writing by both parties. The COUNTY shall promptly notify the CONTRACTOR of any proposed changes to the scope of services and provide detailed information regarding the nature and impact of the proposed changes. The parties shall discuss and negotiate in good faith to reach a mutual agreement on the changes, including any adjustments to the compensation and timelines. No changes or amendments shall be binding unless executed in writing by authorized representatives of both parties.

**3. Billing Procedures and Payment:**

- COUNTY agrees to pay CONTRACTOR a rate of \$50 per hour for services rendered under this contract for a completed "local area" background investigation, defined as within 75 miles radius of the border of Jefferson County, WV.
- COUNTY agrees to pay CONTRACTOR additional fees for out-of-area investigation at a rate described in the "Compensation Rates" attachment.
- The COUNTY shall not be liable for any expenses incurred by CONTRACTOR that were not previously approved. CONTRACTOR shall invoice the COUNTY at the completion of each background investigation.
- Payment by the COUNTY will be made during the next available pay cycle, but not more than thirty (30) days after CONTRACTOR'S submission of its invoice.
- Any work performed by the CONTRACTOR beyond 10 hours per investigation will require electronic approval correspondence from the COUNTY's Director of 911 Communication. Any amount per investigation which may exceed \$5,000.00 must have electronic approval of both the COUNTY's 911 Communications Director and County Administrator.
- Long distance travel for investigations must be approved by the COUNTY's 911 Communications Director prior to its arrangement.
- The total amount of the Contract shall not exceed \$30,000.00. If an amendment to the contract is needed, this will go before the County Commission.

**4. Governing Law:**

Any disputes or issues arising under or in connection with this Contract shall be governed by and construed in accordance with the laws of the State of West Virginia.

**5. Independent Contractor:**

The CONTRACTOR shall perform the services under this contract as an independent contractor. The CONTRACTOR acknowledges and agrees that they are not an employee, partner, or agent of the COUNTY and shall not be entitled to any benefits, including but not limited to health insurance, vacation pay, or retirement benefits.

**6. Confidentiality:**

The CONTRACTOR shall maintain strict confidentiality with respect to any information obtained during the course of the background investigation. The CONTRACTOR shall not disclose such information to any third party unless required by law or authorized in writing by the COUNTY.

**7. Indemnification:**

The CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its officers, employees, and agents from any claims, losses, damages, liabilities, or expenses arising out of or in connection with the CONTRACTOR's performance under this contract, except to the extent caused by the COUNTY's negligence or willful misconduct.

**8. Termination:**

Either party may terminate this contract upon written notice to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services rendered up to the date of termination. Upon termination of the contract by either party, the CONTRACTOR must return all materials, research, investigations, and other completed or uncompleted relevant materials to the COUNTY.

**9. Insurance Coverage:**

CONTRACTOR shall maintain Errors and Omissions Insurance, during the period of this Agreement, such general liability, worker's compensation, and vehicle insurance as required protecting CONTRACTOR and COUNTY as their interest may appear.

**10. Non-Discrimination:**

CONTRACTOR assures the COUNTY that no person shall be subject to discrimination of any kind.

**11. Limitation of Liability:**

Except in cases of willful misconduct or gross negligence, the total liability of either party under this Agreement, whether in contract, tort, or otherwise, shall be limited to the amount of compensation paid or payable by the COUNTY to the CONTRACTOR for the specific services giving rise to the liability. In no event shall either party be liable to the other for any indirect, incidental, consequential, punitive, or special damages, including, but not limited to, loss of profits, revenue, data, or business opportunities, arising out of or in connection with this Agreement.

**12. Entire Agreement:**

This contract constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein.

AGREED BY AND BETWEEN THESE PARTIES; THE COUNTY OF JEFFERSON AND MR. NAIF ALATTA, A LICENSED WEST VIRGINIA PRIVATE INVESTIGATOR HERETO ON THE ABOVE OUTLINED AGREEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ ; 2023:

\_\_\_\_\_  
Steve Stolipher, President Commissioner  
Jefferson County Commission  
West Virginia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Naif Alatta, Licensed Private Investigator  
West Virginia

\_\_\_\_\_  
Date

## COMPENSATION RATES ATTACHMENT

Completed "local area" background includes all costs associated with initial interview and investigation within a 75-mile radius of the border of Jefferson County, WV as stipulated under "Billing Procedures and Payment"

Completed "out-of-area" background (outside a 75-mile radius of Jefferson County, WV)

- Base fee as agreed upon for a "local area" background
- \$.45 per mile for vehicular travel to/from the point of destination greater than 75 miles from the border of Jefferson County. Submission of odometer figures required.
- \$25.00 per hour travel pay while traveling to/from the point of destination, up to a maximum of eight (8) hours per day with maximum of \$200.00 per day.
- Up to \$75.00 per 24-hour period for rental car.
- Standard, unrestricted coach airfare for destinations served by commercial airlines over 300 miles each way at cost, per receipt.
- Overnight lodging at cost, per receipt.

# Naif Alatta

Redacted

## EXPERIENCE

### Shepherd University, Shepherdstown, WV **Campus Police Officer**

August 2019 - PRESENT

I provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good community relations.

### Berkeley County School District, Martinsburg, WV **Substitute Teacher**

October 2018 - June 2021

Implement lesson plans, oversee classroom activities, assign homework, follow the full-time teacher's instructions, and grade exams.

### West Virginia State Police, Charles Town, WV **State Trooper**

August 2013 - August 2019

Provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good community relations.

### US Army, Fayetteville, NC **Psychological Operations Specialist**

May 2002 - June 2010

I was responsible for analyzing, developing, and distributing intelligence used for information and psychological effect.

## EDUCATION

### Arizona State University **Bachelor's Degree** in Liberal Studies

### Mountwest Community and Technical College **Associate's Degree** in Criminal Justice

## Certifications

Police Officer Certification  
CPR/AED Certification

## IFEMA Certifications

National Incident  
Management System

Single Resources and Initial  
Action Incident

Introduction to the Incident  
Command System

**Makayla Zonfrilli**

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**From:** Naif Alatta [Redacted]  
**Sent:** Thursday, June 8, 2023 10:47 AM  
**To:** Makayla Zonfrilli  
**Subject:** Re: FW: Contract Review and Attachment - Follow-Up from Thursday Meeting  
**Attachments:** Naif Alatta Resume.pdf; R Credential.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Hello Makayla,

First, I want to apologize for any formatting issues as I'm typing on my cellphone. I am currently in Florida on vacation and left my laptop at home.

The proposed changes are acceptable to me. I have attached my resume to this email and credentials. I do want to mention the resume I am attaching is out of date and I no longer presently work at Shepherd University. It is the only one I have access to at the moment.

List of references are as follows

**Redacted**

**Redacted**

**Redacted**

Out of state billing and how time would be calculated.

If I would travel to Florida for an investigation I would charge the price of a round trip ticket of airfare (economy ticket), a hotel and a rental car. I would provide receipts. I would bill only for time worked while in Florida. If I had an interview scheduled at 1:00 pm that lasted until 1:30 pm I would bill 30 minutes for the interview. For traveling within Florida I would bill the .45 cents per mile and 25 per hour only when traveling to that 1:00 pm interview. So driving from the airport to the hotel I would not charge but driving from the hotel to the interview and back to the hotel, I would charge mileage and time.

Please feel free to let me know if you have any additional questions.

# State of West Virginia



## CERTIFICATE OF PRIVATE INVESTIGATORS

I, Mac Warner, Secretary of State of the  
State of West Virginia, hereby certify that

Nalf Fahad Alatta

of

11 Aylesbury Lane  
Martinsburg WV 25403

is hereby licensed to conduct the business and engage in the business of Private Investigators in the State of West Virginia, under the provisions of and in compliance with Chapter 30, Article 18 of the West Virginia Code. This Certificate shall be in effect and valid from 05/12/2023 to 05/12/2025 unless suspended or revoked thereto, in accordance with the provisions of the West Virginia Code.

**This license cannot be transferred**



F230512012415

Given under my hand and the Great  
Seal of the State of West Virginia  
on Friday, May 12, 2023

71/

Mac Warner

West Virginia Secretary Of State

Secretary of State  
Bldg. 1, Suite 157-K  
1900 Kanawha Blvd. East  
Charleston, WV 25305-0770

F230512012415

Phone: 304-558-6000  
866-767-8683  
Visit us online:  
[www.wvsos.com](http://www.wvsos.com)





Jefferson County Emergency Communications  
MEMORANDUM

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**TO:** Makayla Zonfrilli, County Administrator  
**FROM:** Jeffrey A. Polczynski, ENP - Director of Communications  
**DATE:** June 7, 2023  
**SUBJECT:** Wage Adjustment - Public Safety Dispatcher Amanda Jackson

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The purpose of this memorandum is to follow up our conversation to address the wage inconsistency that Public Safety Dispatcher Amanda Jackson is currently in.

Amanda Jackson's anniversary date is 20 September. When the Commission authorized increase in the wages of the current ECC staff on October 14, 2022, an inconsistency was created between staff members at the lowest salary range and those in training. All of the individuals with less than two years' experience were placed at the entry level salary of \$46,347 (\$22.2822 hourly) whether they were in training, or were fully trained dispatchers.

Certain staff members with less experience and less time have been afforded authorized merit increases after recently completing initial training. Unfortunately, this has left PSD Jackson, who is already a fully trained PSD with higher seniority, remaining at the entry level salary simply because of the date of her anniversary being prior to the October increase.

In order to create equity, staff is requesting that this single individuals' hourly wage be adjusted in order to create consistency within the organization as it relates to training, experience and seniority. Analysis suggests that providing a 3.75% increase to \$48,492.96/yearly or \$23.3139/hourly will create equitability based upon her seniority status and experience level.

Ms. Jackson continues to grow in experience and skill level and has recently expressed interest in becoming a certified training officer. She currently is a Mentor in the mentor program and deserves this equity adjustment. I respectfully request the Commission approve the adjustment of this individual.





Jefferson County Emergency Communications  
MEMORANDUM

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**TO:** Makayla Zonfrilli, County Administrator  
**FROM:** Jeffrey A. Polczynski, ENP - Director of Communications  
**DATE:** June 7, 2023  
**SUBJECT:** Damien Hart, CAD Administrator Probationary Period

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The purpose of this memorandum is to provide information regarding the probationary period of new employee Damien Hart, CAD Administrator.

Mr. Hart started employment on 20 MARCH 2023. Over the course of the 90-day period, Mr. Hart has trained in the initial phases of the Systems Application Administrator for the Motorola Flex Computer Aided Dispatch system. Along with his on-the-job training that has thus far taken place, he has attended numerous classes associated to CAD administration at the Motorola Summit conference in April. He is handling the majority of CAD support tickets submitted in the system and is addressing the user agencies' needs. He continues engaging and addressing issues as they arise and has quickly become a valuable member to the staff at the Emergency Communications Center.

I recommended that Mr. Hart be provided a 5% wage increase at the end of his probationary period which will occur on 18 JUNE 2023. A 5% wage increase will equal to a yearly salary of \$65,100, or 31.2980 hourly. The County Commission budgeted \$70,000 for the CAD Administrator in FY2023 and FY2024.

For the upcoming FY2024 COLA, the projected wage for this position will be \$68,355 yearly, which is under the budgeted amount for the position.

Please do not hesitate to contact me should you have any questions.





## AGENDA REQUEST FORM

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

Name: **Makayla Zonfrilli, County Administrator**

Department or Organization: **Jefferson County Commission**

Estimation of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **6/15/2023**

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

2<sup>nd</sup> Choice:

Subject (Wording to be placed on agenda):

1. Human Resources Employee Recognition Fund – Reallocation of Funds

Please provide a description of your request or presentation, including any background information:

1. Maintaining positive employee morale and appreciation are important concepts for the recruitment and retention of our highly valued staff who work hard to provide exemplary public services to the residents of Jefferson County. According to the guidance set forth by the Ethics Commission of West Virginia, the expenditure of public funds for employee recognition events does not violate the Ethics Act as long as the agency expends no more than \$25.00 per employee, per fiscal year. This request would be to establish an Employee Recognition fund for the FY2024 Budget in the amount of \$7,850 (314 employees x \$25.00). This money can be taken from the original salary for the Chief Financial Officer which was originally budgeted for FY24 at \$95,000.00. This would be a reallocation of funds from Wages and Salaries – Commission to a newly created line item under the County Commission titled Human Resources Employee Recognition Fund

Is this a Funding Request? Yes

If so, how much? \$7,850.00

Provide exact financial request: \$7,850.00

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

1. Motion to establish a Human Resources Employee Recognition Fund as a reallocation from the Salaries and Wages out of the Commission's FY24 budget, in the amount of \$6,950.00 for the purpose of fostering a positive workplace environment through employee engagement and appreciation efforts to recruit new and retain current highly-valued and specialized staff.

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

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

Contact Information: Makayla Zonfrilli, County Administrator

Phone Number: 304-268-8963

Email Address: [mzonfrilli@jeffersoncountywv.org](mailto:mzonfrilli@jeffersoncountywv.org)



## West Virginia Ethics Commission



### Public Employee Recognition and Retirement Guideline

The West Virginia Ethics Commission hereby finds that recognizing public employees and/or honoring the departure of dedicated public officials and employees serves the public purpose of promoting morale by acknowledging achievement. Subject to the limitations below, the expenditure of public funds for these purposes does not violate the Ethics Act's prohibition against the use of office for private gain. In addition, an employee being recognized or an employee or public official departing his/her public position due to retirement, transfer, resignation or completion of his/her term of office may accept gifts from co-workers and subordinates which are given voluntarily.

#### **Who is a "public employee or official?"**

The term "public employee" includes full-time and part-time public employees who serve in state, county or municipal government. "Public officials" are elected or appointed officials who serve in state, county or municipal government. The term "public official" also includes a public servant volunteer, which is "any person who, without compensation, performs services on behalf of a public official and who is granted or vested with powers, privileges, or authorities ordinarily reserved to public officials."

#### **Solicitation of gifts/contributions**

The following requirements apply to the solicitation of gifts and contributions from public employees and public officials for a recognition, departure or retirement gift or event:

- Any effort to collect contributions for a recognition or departure gift or event must be limited to asking for a maximum contribution of \$5 per person.
- The recipient may **never** participate in collecting donations for his or her recognition or departure gift or event.

- A public employee or official may **never** solicit a gift from which he or she may personally benefit.
- A public employee or official may **never** coerce a gift or contribution for a recognition or retirement gift.
- Supervisors may **never** solicit their subordinates for a contribution for a recognition or retirement gift for another person.
- Requests for contributions should be disseminated in a general announcement to all employees. Announcements should clearly convey that participation is voluntary and free of coercion and that employees may contribute less than the recommended amount or nothing at all. Reasonable reminders are permissible. Supervisors should not sign or distribute these requests to their subordinates.

#### **Information about contributors**

Information regarding the identity of contributors or the amounts they contributed may not be disclosed to anyone other than those who plan and coordinate the recognition or retirement event.

#### **Solicitation and acceptance of gifts from certain entities**

The Ethics Act prohibits public employees and public officials from soliciting and/or accepting gifts from:

- Lobbyists; or
- Any person whom the official or employee knows or has reason to know:
  - (A) Is doing or seeking to do business of any kind with his or her agency; or
  - (B) Is engaged in activities which are regulated or controlled by his or her agency; or
  - (C) Has financial interests which may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of his or her official duties.

Public employees and public officials may not solicit these persons to contribute to a gift to recognize a public employee or for a departing public employee or public official. If one of these persons/entities wishes to make a voluntary contribution toward a gift, he/she/it may contribute no more than \$25. If a public agency receives "anonymous" gifts for which the donor cannot be identified, they should be rejected or donated to charity.

#### **Events**

Events recognizing a public employee, or the retirement or departure of a public employee or public official may include a gathering with food, beverages, entertainment and the presentation of a gift or memento of service to the public employee or official or his/her spouse and/or dependent(s). The responsibility for deciding whether public

funds should be expended for this purpose lies with the head of an agency, elected official or appointed board.

The Ethics Commission hereby finds that the expenditure of public funds for events recognizing employees or for departing employees or officials does not violate the Ethics Act if an agency expends no more than a total of \$25 per employee per fiscal year. This amount may be allocated between one or more events or activities. An agency may allocate more than \$25 to recognize one or more employees, in lieu of expending up to \$25 per employee per fiscal year, so long as the expenditure on any one employee does not exceed \$100 and the total amount expended for this purpose during the fiscal year does not exceed the sum of \$25 per employee.

- Recognition ceremonies may be conducted on government premises or at an off-site location. Public funds may not be used for rental or related fees associated with an event held off-site.
- Public employees and officials may contribute any amount for food, beverages and entertainment for the event.
- A person or entity with a matter before the departing public employee or official or his or her entity should be excluded from either participating in or planning for an event.
- Public employees and officials may plan an event, solicit contributions for a gift and/or meals, and prepare and send invitations to an event in accordance with this Guideline while on their public employer's time. Any such activities must be of limited duration and may not negatively impact the mission of the public agency.

#### **Retirement Plaques and/or Commemorative Items**

In addition to the expenditure of public funds authorized above, the head of an agency or governing body may authorize the use of public funds not to exceed \$100 to purchase a plaque or other commemorative item for a public employee or official who is retiring from public service. This does not establish or confer an employee benefit. The head of an agency or its governing body must determine whether any such expenditure is consistent with fiscal responsibility and whether to use appropriated funds for this purpose.

**West Virginia Ethics Commission**  
210 BROOKS STREET, SUITE 300  
CHARLESTON, WV 25301-1804  
(304) 558-0664 - FAX (304) 558-2169  
[ethics@wv.gov](mailto:ethics@wv.gov) [ethics.wv.gov](http://ethics.wv.gov)

Issued 5-7-2020





## AGENDA REQUEST FORM

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

Name: **Makayla Zonfrilli, County Administrator**

Department or Organization: **Jefferson County Commission**

Estimation of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **6/15/2023**

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

2<sup>nd</sup> Choice:

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

1. Transfer Civil Service, payroll back up, and P-Card data entry Duties to Budget Director Job Description
2. Hire Budget Director - \$72,000.00 – Commission's Office

Please provide a description of your request or presentation, including any background information:

1. There were 2 applicants for the Budget Director position. One candidate was unqualified as they did not meet the experience requirements outlined. An internal candidate put forth their resume with the necessary experience and education. The job description will be updated to include the transfer of the Civil Service duties under the Budget Director Position. Since this is an internal promotion (which was also advertised to the public) there will be a mutual transition period between the County Clerk's Finance Office and the County Commission. The Budget Director will continue to be back-up to Payroll as well as take control over the Purchase Card data entries into the Tyler Munis System. This will increase the efficiency of operations for the County Clerk's office and create a cross-training initiative for continuity of government for payroll and P-Card functions. The original starting salary was \$65,000. With the additional duties of P-Card functions, Civil Service, and payroll backup in conjunction with years of experience, the salary request is \$72,000 based on additional duties and years of experience.

Is this a Funding Request? No

If so, how much?

Provide exact financial request:

Is this a Hiring Request? Yes

Name of Hire: Bessie Nelson

Annual Salary: \$72,000 80 Hr

Start Date (beginning of pay period): June 26, 2023

Increase after probation if any: n/a

Any Additional Conditions of Employment:

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

1. Motion to approve the transfer of the civil service, payroll backup, and p-card data entry duties to the Budget Director Job Description.
2. Motion to approve the hiring of Bessie Nelson for the Budget Director position for a start date of June 26, 2023 at a starting salary of \$72,000.00 as part of the salary range for Grade 7 for 80 hours per week which is a minimum of \$58,870 to a maximum of \$94,192.

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

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

Contact Information: Makayla Zonfrilli, County Administrator

Phone Number: 304-268-8963

Email Address: [mzonfrilli@jeffersoncountyvva.org](mailto:mzonfrilli@jeffersoncountyvva.org)

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

<b>Position Title:</b>	Budget Director	<b>Grade Level:</b>	Grade 7: \$58,870 (Min.) to \$94,192 (Max) Advertised: \$65,000 Requested: \$72,000
<b>Department</b>	County Commission	<b>Date:</b>	05/23/2023
<b>Reports to:</b>	County Administrator	<b>FLSA Status</b>	Exempt

**Statement of Duties:** The Budget Director performs administrative, clerical, and financial services in the support of the County Administrator for financial management of the County's Budget and Grant management. Employee is required to perform all similar or related duties under the direction of the County Administrator.

Financial services will include financial planning, accounting, auditing, capital improvements, grant management, and work closely with the County Clerk's office, Sheriff's Department, Tax Office, and department heads for County financial continuity.

**Supervision Required:** Employee works under the general supervision and policy direction of the County Administrator who assumes responsibility for the County Budget process. The Budget Director will exercise authority over assigned projects and budgetary functions in conformance with general directives and objectives set forth by the County Administrator and Deputy County Administrator. Seeks counsel of governing body only on matters of policy adjustment or where required by law.

**Supervisory Responsibility:** Employee, as a regular and continuing part of the job, does not regularly supervise any staff members.

**Confidentiality:** As a County Commission employee and affiliate with the County's budget, Employee has access to most confidential information of the county.

**Accountability:** Duties involve monitoring the County's budget under the direction of the County Administrator; carrying out daily finance activities including pulling reports and adjusting budget line items and entries (after approval by the Commission and/or State). Consequences of errors, missed deadlines or poor judgment could have far reaching effects on the public's confidence and the county's ability to deliver services.

**Judgment:** The Budget Director, in conjunction with the County Administrator and in his/her absence the Deputy County Administrator, directs the overall financial and budget activity of the county by accepting responsibility while exercising authority and following standardized practices, procedures regulations or guidelines for government financial administration. Work will be performed under the direction of the County Administrator. Extensive judgment and ingenuity are required to apply the most pertinent practice, procedure, regulation or guideline, to develop new or adapt existing methods and approaches for accomplishing financial objectives or to deal with new or unusual requirements within the limits of the guidelines or policies.

**Complexity:** The work consists of financial and budget monitoring, controlling, coordinating, evaluating, integrating, and other related activities for more than one major department within the county.

**Work Environment:** The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. The Budget Director may be required to work beyond normal business hours to attend evening meetings and/or meet financial, County, State, and Federal deadlines.

**Nature and Purpose of Public Contact:** Duties do not involve constant and/or direct contact with social media or news outlets. This responsibility will fall to the County Administrator. This role will interact with local, state, and federal government officials and Department Heads. Duties require a well-developed sense of strategy and timing in representing the county effectively in critical and important situations which may influence the well-being of the municipality. Relationships with co-workers and elected officials is important. To an extent, this role will report information to the County Administrator who will present information for frequent explanation, discussion, or interpretation of practices, procedures, regulations, financial decisions, or guidelines in order to render service, plan, or coordinate work efforts or resolving operating problems. More than ordinary courtesy, tact, and diplomacy may be required to resolve complaints or deal with uncooperative or uninformed persons.

**Occupational Risk:** Duties of the job present little potential for injury. Risk exposure is similar to that found in typical office settings.

**Essential Functions:**

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Must be able to work in a collaborative team environment with the ability to multi-task, a high degree of integrity, an ability to maintain strict confidentiality, and exercise sound judgement. Strong communication, time management, analytical skills, financial aptitude, attention to detail, and problem-solving skills to compile and analyze data is crucial for success. Duties will include daily interaction to provide guidance and support related to the County Budget and/or grant management.

**All functions are to be administered in collaboration with the Deputy Administrator, County Administrator and /or Finance Director.**

**Financial Duties**

Work with the County Administrator to develop and monitor the County's annual operating and capital budgets and coordinates budgetary information with and other elected officials and department heads; amends budget as approved by Commissioners

Assist the County Administrator to develop and update a multiple year operating and capital budget.

Assist the County Administrator to develop periodic financial and statistical reports regarding budget status including analysis of monthly closings and cash flow analysis and reports to Commissioners within a timely manner; meets with accountants, attorneys and others as required.

Work with the County Administrator and County Clerk's office to develop and implement accounting and financial management policy and procedure.

Participate in County Finance Advisory Board Meetings for the purpose of developing and implementing uniform fiscal policies and procedures. (When applicable – Advisory Board has not been created).

At times work with and coordinate efforts with the County Clerk's department as a collaborative effort with the leave of County Administrator.

## **Civil Service Commission Liaison Duties and Responsibilities**

### **Backup to Payroll**

### **P-Card Data Entry**

Maintains a close continuing working relationship with the County Clerk's, Assessor's, and Sheriff's Tax offices and all departments with regard to financial management matters.

Identifies problem areas and takes immediate action to resolve issues, assuring a stable fiscal structure within the County.

Conducts fiscal research and provides assistance to County Administrator and Deputy County Administrator and staff regarding financial decision making and special projects.

Evaluates the County's financial position and issues periodic financial and operating reports for the County Administrator to distribute to all departments, County Commission, including grant in-aid agencies.

Assures compliance with all federal, state and local accounting principles, procedures and financial record-keeping requirements.

Manages the County's purchasing and inventory control procedures, and proposes recommendations as appropriate.

Develops a comprehensive management information master system plan and oversees the implementation and integration of the financial software.

Approves requests for changes, additions or deletions to the MIS system after consultation with the Commissioners.

Administers and monitors all vendor contracts to assure compliance and consistency with County goals and financial resources.

Establishes working relationship with vendors and develops procedures for verification and cost approval of purchases within the County.

Analyzes, consolidates, and directs all cost accounting procedures and prepares reports for the County Administrator to present to the Commission.

Analyzes and conducts studies of economic, business and financial conditions and their impact on the County's revenue and capital investments.

Analyzes all contracts and/or projects for their financial impact prior to recommending same to the County Administrator to present to Commission.

Institutes policies and procedures to assure maximum reimbursement from Federal/State funding sources for County programs.

Oversees property and casualty management including the reconciliation of all assets for capital and other financial reporting.

Participates in monthly Department Head meetings.

In the absence of the County Administrator, the Budget Director will report to the Deputy County Administrator

**Jefferson County**  
**Job Description**

**Education and Experience:**

Qualified candidates must have an understanding of government financial management, County budgeting, grants administration, capital planning, and Tyler Munis software. Must have a minimum of five (5) years of government financial management and at least a two-year degree in a related field.

A strong organizational ability and self-directed drive to complete tasks and projects is required. The successful candidate must be a positive credible professional who is also an effective problem solver with strong communication skills, accurate and attentive to detail, able to handle multiple priorities with deadlines, experience partnering with department heads on human resources initiatives, and have intermediate knowledge of Windows, Quick Books, and Microsoft Office 365 (Word, Excel, and PowerPoint). Ability to work in a hands-on environment is essential.

**Special Requirements:** None required.

**Knowledge, Abilities and Skill:**

**Knowledge:** Knowledge and understanding of the County's mission, purpose, goals and the role of the employees in achieving them, the County's operation, and knowledge regarding the common policies, practices and procedures of all county department operations; laws and regulations pertinent to county operations; finance and budget administration; and overall human resources management;

**Abilities:** Ability to effectively and efficiently direct the County's budget and maintain effective working relationships with county officials, department heads, and other personnel; resolve problems or conflicts; perform multiple tasks under tight deadlines; maintain confidential information.

Must be capable of in-depth analysis of problems based on professional knowledge, but more importantly, logic and reason. Must be capable of understanding long term ramifications of actions taken, and how they will affect the operation as a whole.

Must be capable of inventing solutions to unique financial problems and not necessarily rely on solutions furnished by other individuals or institutions.

**Skills:** Outstanding interpersonal skills, presentation skills, oral and written communication skills, negotiation skills, management skills, and attention to detail required.

**Physical and Mental Requirements:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the positions essential functions.

**Jefferson County**  
**Job Description**

**Physical Demands:** Limited physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper (up to 30 lbs.).

**Motor Skills:** Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a telephone system, computer and/or most other office equipment, typing and/or word processing.

**Visual Demands:** Visual demands include constantly reading documents for general understanding and for analytical purposes.

# Jefferson County Government FY2023-2024 Annual Salaries Effective 7/1/2023

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

5% COLA, DEPUTIES 10% ADJ + 5% COLA No Merit FY24

Revised 05-23-2023

New Grade	Bi-Wkly Hrs	Annual Minimum	Annual Maximum	New Range	Per Hour Minimum	Per Hour Maximum	% Between Grades
1	70	23,889	38,223	60.0%	13.1261	21.0017	
	80	27,302	43,683	60.0%	13.1261	21.0017	
2	70	29,720	47,551	60.0%	16.3295	26.1272	24.4%
	80	33,965	54,344	60.0%	16.3295	26.1272	24.4%
4	70	35,550	56,880	60.0%	19.5328	31.2526	8.9%
	80	40,628	65,005	60.0%	19.5328	31.2526	8.9%
5	70	41,379	66,207	60.0%	22.7358	36.3773	16.4%
	80	47,290	75,665	60.0%	22.7358	36.3773	16.4%
6	70	47,920	76,672	60.0%	26.3296	42.1275	16.8%
	80	54,766	87,625	60.0%	26.3296	42.1275	15.8%
7	70	51,511	82,418	60.0%	28.3030	45.2847	7.5%
	80	58,870	94,192	60.0%	28.3030	45.2847	7.5%
8	80	76,361	122,178	60.0%	36.7120	58.7392	29.7%
9	80	88,023	140,837	60.0%	42.3188	67.7102	15.3%
10	80	111,342	178,148	60.0%	53.5299	85.6480	26.5%

### Jefferson County Sheriff's Deputies

	Uncertified	Certified					
DEPUTY	51,000	52,500	59,199	88,798	50.0%	24.5192	25.2404
						28.4609	42.6913
CORPORAL			69,406	96,902	50.0%	33.3684	46.5877
SERGEANT			70,858	106,288	50.0%	34.0665	51.0999
LIEUTENANT			77,116	115,675	50.0%	37.0752	55.6128
CAPTAIN			83,209	124,813	50.0%	40.0041	60.0062
CHIEF DEPUTY			89,629	134,443	50.0%	43.0907	64.6361
<b>10% SALARY ADJUSTMENT, 5% COLA</b>							

# Bessie F. Nelson

Redacted

## Professional Experience

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*Jefferson County Commission*

Charles Town, WV

**Deputy Clerk – P/R**

**February 2020 – Present**

- Process Payroll in Tyler Munis
- Review submitted timesheets for potential errors
- Add and update employees in Tyler Munis
- Reconcile payroll invoices to payroll deductions
- Create and upload payroll file to the bank
- Review invoices in Tyler Munis for appropriate general ledger allocation
- Provide administrative support to the Jefferson County Sheriff Deputies CSC

*American Public University System*

Charles Town, WV

**Billing and Collection Specialist**

**August 2019 – January 2020**

- Answered Telephones
- Provided support for internal and external customers regarding balances
- Prepared and email correspondence to students and case managers
- Reviewed students financial status for graduation clearance
- Documented all contact with students and case managers in student's electronic file
- Analyzed data in Excel spreadsheets regarding balances and credits

*MasterDry LLC*

Martinsburg, WV

**Part-Time Administrative Assistant**

**April 2019 – August 2019**

- Answered Telephones
- Prepared and mailed correspondence to customers
- Scheduled service calls
- Contacted customers regarding outstanding account balances

*WSP USA*

Winchester, VA

**Temporary Review Specialist**

**September 2017 – April 2019**

- Perform quality control on inspections before submitting to FEMA
- Field questions and provide guidance for internal and external customers

*Loudoun County Sanitation Authority (dba Loudoun Water) Retired*

Ashburn, VA

**Collections Supervisor**

**February 2014 – January 2018**

- Supervised two staff members
- Evaluated delinquent accounts for collection
- Handled escalated customer inquiries regarding delinquencies
- Prepared and filed liens against real estate
- Reported outstanding refund checks via Unclaimed Property program to individual states
- Filed claims against taxpayer's return for delinquent accounts via VASET program
- Reviewed final billed accounts with credits and submitted request for refunds

**Procurement Technician**

**June 2006 – February 2014**

- Processed purchase requisitions, budget, created purchase orders and placed orders
- Prepared Requests for Proposal, Invitations to Bid, and Contracts
- Reconciled monthly inventory
- Managed surplus property disposal
- Established internal standard policies
- Assisted with the preparation of the Procurement Manual

**Accounting Technician**

**December 2000 – June 2006**

- Implemented the Virginia Unclaimed Property Program for unclaimed closed accounts
- Prepared daily cash report
- Reconciled customer payments with cash report
- Reconciled general ledger – accounts receivable, inventory, utility billing, deposits
- Responsible for general billing including billing, reminder notices and collections
- Maintained vendor file that consisted of 5,000 vendors
- Reviewed incoming invoices and issued payments to vendors for accounts payable
- Prepared and verified 1099 forms for vendors
- Processed requisitions, verified budget, created purchase orders and placed orders

**Senior Customer Service Representative**

**January 1990 – December 2000**

- Prepared quarterly bills for 35,000 water and/or sewer customers
- Evaluated delinquent accounts for collection
- Prepared and filed liens against real estate
- Calculated adjustments on individual accounts as needed
- Prepared end of month spreadsheets and reports used for analysis within department

**Customer Service Representative**

**January 1988 – January 1990**

- Standardized all internal and external correspondence for customer service department
- Handled customer inquiries via telephone, in person and written
- Processed work orders for new and discontinuing service
- Administered the connection permit process from the request to meter installation

**Education**

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CTC Shepherd College  
**A.A.S. in Business Administration**

Martinsburg, WV  
May 2006

CTC Shepherd College  
**Certificate in Business and Technology**

Martinsburg, WV  
2005

**Skills**

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- MS Office Applications
- SAP (software system)
- Munis (software system)
- Reconciliation
- Organization
- Problem Resolution
- Customer Service
- Time Management
- Communication
- Loyal and Dedicated

**References**

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Redacted

[Redacted]

[Redacted]

[Redacted]

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 20, 2023, or as soon thereafter as the Commission may decide:

**Jefferson County Development Authority Board:**

**- 1 unexpired term for Citizen Representative ending April 5, 2024**

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

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 20, 2023, or as soon thereafter as the Commission may decide:

**Jefferson County Building Commission - three five-year terms ending July 27, 2028**

Per West Virginia State Code:

*“No more than two thirds of the total number of members of the board of each commission shall be from the same political party and no member of any such board shall hold any office (other than the office of notary public) or employment under the United States of America, the state of West Virginia, any county or political subdivision thereof, or any political party. All members of any board shall be residents of the county for which appointed.”*

*Please note: Interested applicants must not have ties to any local financial agencies or institutions that may potentially bid on projects approved by the members of the Jefferson County Building Commission.*

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

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 20, 2023 or as soon thereafter as the Commission may decide:

**Jefferson County Board of Health: one five year term ending June 30, 2028.**

*§ 16-2-7. Appointment to and Composition of County Boards of Health; Qualifications; Number of Appointees*

*A county board of health is composed of five members selected and appointed by vote of the county commission. Each member appointed to the county board of health shall be a resident of the county. No more than two members who reside in the same magisterial district may be appointed and no more than two members may be appointed who are personally licensed or certified in, engaged in, or actively participating in the same business, profession or occupation. No more than three members of a county board of health may belong to the same political party.*

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

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 20, 2023, or as soon thereafter as the Commission may decide:

**Jefferson County Parks and Recreation Commission: three (3) three-year terms ending June 30, 2026.**

**South Jefferson Public Library Board – one five-year term ending June 30, 2028.**

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

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

# Impact Fee Status Report

## May 2023

### Office of Impact Fees

#### Summary

Date Range: Monday 1 through Wednesday 31 May 2023

Report Date: 1 June 2023

Process Number Range: 2300297 - 2300357

Total Applications: 60

Total Non-Exempt: 60

*Of which:*

Commercial: 2

Residential: 58

*Of which:*

County: 30

Municipal: 28

Total Exempt: 0

*Of which:*

Commercial: 0

Residential: 0

*Of which:*

County: 0

Municipal: 0

Tables 1 through 7 summarize impact fee processing for May 2023. 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 2023	0	2	58	60
Fees collected		\$0.00	\$84,230.00	\$84,230.00
<i>Of which</i>				
School Impact Fee			\$58.00	\$58.00
Law Enforcement Fee		\$0.00	\$16,950.00	\$16,950.00
Parks & Recreation Fee			\$58,348.00	\$58,348.00
EMS Fee		\$0.00	\$6,148.00	\$6,148.00
Admin. Facilities Fee		\$0.00	\$2,726.00	\$2,726.00

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

Description	Amount
Opening Statement Balance (1 May 2023)	<b>\$90,114.81</b>
April Deposits (1 – 31 May 2023)	\$84,230.00
School April Transactions (withdraws via transfer on 22 May 2023)	(\$63.00)
Law April Transactions (withdraws via transfer on 22 May 2023)	(\$18,354.16)
Parks & Rec April Transactions (withdraws via transfer on 22 May 2023)	(\$62,230.31)
EMS April Transactions (withdraws via transfer on 22 May 2023)	(\$6,563.31)
Admin. Facilities April Trans. (withdraws via transfer on 22 May 2023)	(\$2,904.03)
Interest Earned (31 May 2023)	\$59.32
<b>Ending Statement Balance (31 May 2023)</b>	<b>\$84,289.32</b>
<i>Outstanding Credits (deposits through 1 June 2023)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 May 2023)	\$7,752,857.23
April Transactions (deposits via transfer on 22 May 2023)	\$63.00
Interest Earned (31 May 2023)	\$4,938.48
<b>Ending Balance (31 May 2023)</b>	<b>\$7,757,858.71</b>

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

Description	Amount
Opening Balance (1 May 2023)	\$421,811.62
April Transactions (deposits via transfer on 22 May 2023)	\$18,354.16
Interest Earned (31 May 2023)	\$272.46
<b>Ending Balance (31 May 2023)</b>	<b>\$440,438.24</b>

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

Description	Amount
Opening Balance (1 May 2023)	\$1,138,635.03
April Transactions (deposits via transfer on 22 May 2023)	\$62,230.31
Interest Earned (31 May 2023)	\$738.08
<b>Ending Balance (31 May 2023)</b>	<b>\$1,201,603.42</b>

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

Description	Amount
Opening Balance (1 May 2023)	\$36,416.43
April Transactions (deposits via transfer on 22 May 2023)	\$6,563.31
Interest Earned (31 May 2023)	\$24.55
<b>Ending Balance (31 May 2023)</b>	<b>\$43,004.29</b>

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

Description	Amount
Opening Balance (1 May 2023)	\$36,014.78
April Transactions (deposits via transfer on 22 May 2023)	\$2,904.03
Interest Earned (31 May 2023)	\$9.42
<b>Ending Balance (31 May 2023)</b>	<b>\$38,928.23</b>

**Table 8. Total Impact Fees as of 1 June 2023/1**

Description	Amount
Office of Impact Fees General Account	\$84,289.32
School Impact Fee Account	\$7,757,858.71
Law Enforcement Fee Account	\$440,438.24
Parks & Recreation Impact Fee Account	\$1,201,603.42
EMS Impact Fee Account	\$43,004.29
Administrative Facilities Account	\$38,928.23
<b>Total Impact Fees</b>	<b>\$9,566,122.21</b>

/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 2023 Fee Transfers /1**

Account	31 May 2023 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$7,757,858.71	\$58.00	\$7,757,916.71
Law Enforcement Fee Account	\$440,438.24	\$16,961.86	\$457,400.10
Parks & Recreation Impact Fee Account	\$1,201,603.42	\$58,388.93	\$1,259,992.35
EMS Impact Fee Account	\$43,004.29	\$6,152.15	\$49,156.44
Administrative Facilities Account	\$38,928.23	\$2,728.37	\$41,656.60
<b>Total Impact Fees</b>	<b>\$9,481,832.89</b>	<b>\$84,289.32</b>	<b>\$9,566,122.21</b>

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/1 This table represents each of the impact fee category account totals as of 31 May 2023 listed in tables 3 – 7. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in May 2023 are listed in table 1 of the General Account (3111776); these transactions will be processed in June 2023. 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 Monday 1 through Wednesday 31 May 2023*

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parent	Impact Fees Collected	Date	Exemption Reason
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Exempt Applications

**Category Count: 0**

**Category Total**

**\$0.00**

Non-Exempt Applications

2300298	05/01/2023	Lutman	Land	06 Kabletown	1272	138	23A	12	\$1,725.00	05/01/2023	N/A
2300299	05/01/2023	Lutman	Land	06 Kabletown	1279	640	23A	13	\$1,725.00	05/01/2023	N/A
2300300	05/01/2023	Lutman	Land	06 Kabletown	1299	16	15	76	\$1,725.00	05/01/2023	N/A
2300301	05/01/2023	Pezzarossi	Nick	06 Kabletown	1257	182	22	14.29	\$1,725.00	05/01/2023	N/A
2300302	05/02/2023	Dan Ryan	Builder	02 Charles Town	952	565	4G	68	\$1,725.00	05/02/2023	N/A
2300303	05/02/2023	Lavigne	James and Cheryl	02 Charles Town	1243	626	13	14.10	\$1,725.00	05/02/2023	N/A
2300304	05/05/2023	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	208	\$1,725.00	05/05/2023	N/A
2300305	05/10/2023	Morgan	Adrienne	02 Charles Town	1275	147	1	131	\$0.00	05/10/2023	N/A
2300306	05/10/2023	Dan Ryan	Builder	02 Charles Town	952	565	4G	52	\$1,725.00	05/10/2023	N/A
2300307	05/10/2023	Dan Ryan	Builder	02 Charles Town	952	565	4G	58	\$1,725.00	05/10/2023	N/A
2300308	05/11/2023	Lutman	Land	09 Shepherdstown	1299	295	6	1.10	\$1,725.00	05/11/2023	N/A
2300309	05/11/2023	Lutman	Land	09 Shepherdstown	1299	295	6	5.4	\$1,725.00	05/11/2023	N/A
2300310	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300311	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300312	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300313	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300314	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300315	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300316	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300317	05/12/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	05/12/2023	N/A
2300318	05/22/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/22/2023	N/A
2300319	05/22/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/22/2023	N/A
2300320	05/22/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/22/2023	N/A

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
<b>Non-Exempt Applications</b>											
2300321	05/22/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/22/2023	N/A
2300322	05/22/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/22/2023	N/A
2300323	05/22/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/22/2023	N/A
2300324	05/22/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/22/2023	N/A
2300325	05/22/2023	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	224	\$1,725.00	05/22/2023	N/A
2300326	05/22/2023	Lutman Land		09 Shepherdstown	1300	248	17	6.7	\$1,725.00	05/22/2023	N/A
2300327	05/23/2023	Dailey	Spencer	07 Middloway	1258	507	8	58	\$1,725.00	05/23/2023	N/A
2300328	05/23/2023	Cole	Andrew	09 Shepherdstown	1297	609	16	4	\$1,725.00	05/23/2023	N/A
2300329	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	322	\$1,160.00	05/24/2023	N/A
2300330	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	323	\$1,160.00	05/24/2023	N/A
2300331	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	324	\$1,160.00	05/24/2023	N/A
2300332	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	325	\$1,160.00	05/24/2023	N/A
2300333	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	326	\$1,160.00	05/24/2023	N/A
2300334	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	327	\$1,160.00	05/24/2023	N/A
2300335	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	327A	\$1,160.00	05/24/2023	N/A
2300336	05/24/2023	Dan Ryan Builder		03 Charles Town	1263	99	11B	328	\$1,160.00	05/24/2023	N/A
2300337	05/25/2023	Lutman Land		03 Charles Town	1299	711	8	47	\$1,160.00	05/25/2023	N/A
2300338	05/25/2023	Lutman Land		03 Charles Town	1299	711	8	48	\$1,160.00	05/25/2023	N/A
2300339	05/25/2023	Lutman Land		03 Charles Town	1299	711	8	48.1	\$1,160.00	05/25/2023	N/A
2300340	05/25/2023	Lutman Land		03 Charles Town	1299	711	8	49.1	\$1,160.00	05/25/2023	N/A
2300341	05/25/2023	Lutman Land		03 Charles Town	1299	711	8	49.2	\$1,160.00	05/25/2023	N/A
2300342	05/25/2023	Lutman Land		03 Charles Town	1299	711	8	49.3	\$1,160.00	05/25/2023	N/A
2300343	05/25/2023	Dan Ryan Builder		02 Charles Town	952	565	4G	74	\$1,725.00	05/25/2023	N/A
2300344	05/25/2023	Cerasi	Mark	02 Charles Town	1196	327	1	141	\$0.00	05/25/2023	N/A
2300345	05/26/2023	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,160.00	05/26/2023	N/A
2300346	05/26/2023	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,160.00	05/26/2023	N/A
2300347	05/26/2023	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,160.00	05/26/2023	N/A
2300348	05/26/2023	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,160.00	05/26/2023	N/A
2300349	05/26/2023	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,160.00	05/26/2023	N/A
2300350	05/26/2023	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,160.00	05/26/2023	N/A
2300352	05/26/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/26/2023	N/A

Phone Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
<b>Non-Exempt Applications</b>											
2300353	05/26/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/26/2023	N/A
2300354	05/26/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/26/2023	N/A
2300355	05/26/2023	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,725.00	05/26/2023	N/A
2300356	05/31/2023	Zales		04 Harpers Ferry	1300	28	13	2	\$1,725.00	05/31/2023	N/A
2300357	05/31/2023	Dan Ryan Builder		02 Charles Town	952	565	4G	66	\$1,725.00	05/31/2023	N/A
<b>Category Count: 60</b>								<b>Category Total</b>	<b>\$84,230.00</b>		
<b>TOTAL APPLICATIONS: 60</b>								<b>Grand Total</b>	<b>\$84,230.00</b>		

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) 728-333  
Fax: (304) 728-395  
mmason@jeffersoncountywv.org

**MEMORANDUM**

TO: Cindy Rezmer, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Thursday, June 1, 2023  
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 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300298** through **2300357**, inclusive. Within this range there were 30 non-exempt impact fee payments. This amounts to **\$16,950.00**.
- Interest earned by the Office of Impact Fees General Account in May 2023 amounts to **\$59.32**, of which **\$11.86** is attributed to fees collected for Law Enforcement.

**As per the attached invoice, the total amount of this transfer is \$16,961.86.**

**Check # 1403**

**655****Account 3111776****Law Enforcem****Check Number 1403****Trace 20230601:41647.28****Date 6/1/2023****Series****Recipient Sheriff of Jefferson County****Account 3120120****Amount \$16,950.00****Signature 1 Steve Stolipher****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 2023.**

<b>Deposit Date</b>	<b>Process Number</b>	<b>Ordinance</b>	<b>Enact Date</b>	<b>Amount</b>
5/2/2023	2300298	2005-1	3/22/2005	\$565.00
5/2/2023	2300299	2005-1	3/22/2005	\$565.00
5/2/2023	2300300	2005-1	3/22/2005	\$565.00
5/2/2023	2300301	2005-1	3/22/2005	\$565.00
5/3/2023	2300302	2005-1	3/22/2005	\$565.00
5/3/2023	2300303	2005-1	3/22/2005	\$565.00
5/8/2023	2300304	2005-1	3/22/2005	\$565.00
5/11/2023	2300306	2005-1	3/22/2005	\$565.00
5/11/2023	2300307	2005-1	3/22/2005	\$565.00
5/12/2023	2300308	2005-1	3/22/2005	\$565.00
5/12/2023	2300309	2005-1	3/22/2005	\$565.00
5/12/2023	2300310	2005-1	3/22/2005	\$0.00
5/12/2023	2300311	2005-1	3/22/2005	\$0.00
5/12/2023	2300312	2005-1	3/22/2005	\$0.00
5/12/2023	2300313	2005-1	3/22/2005	\$0.00
5/12/2023	2300314	2005-1	3/22/2005	\$0.00
5/12/2023	2300315	2005-1	3/22/2005	\$0.00
5/12/2023	2300316	2005-1	3/22/2005	\$0.00
5/12/2023	2300317	2005-1	3/22/2005	\$0.00
5/23/2023	2300318	2005-1	3/22/2005	\$565.00
5/23/2023	2300319	2005-1	3/22/2005	\$565.00
5/23/2023	2300320	2005-1	3/22/2005	\$565.00
5/23/2023	2300321	2005-1	3/22/2005	\$565.00
5/23/2023	2300322	2005-1	3/22/2005	\$565.00
5/23/2023	2300323	2005-1	3/22/2005	\$565.00
5/23/2023	2300324	2005-1	3/22/2005	\$565.00
5/23/2023	2300325	2005-1	3/22/2005	\$565.00
5/23/2023	2300326	2005-1	3/22/2005	\$565.00
5/24/2023	2300327	2005-1	3/22/2005	\$565.00
5/24/2023	2300328	2005-1	3/22/2005	\$565.00

5/25/2023	2300330	2005-1	3/22/2005	\$0.00
5/25/2023	2300331	2005-1	3/22/2005	\$0.00
5/25/2023	2300332	2005-1	3/22/2005	\$0.00
5/25/2023	2300333	2005-1	3/22/2005	\$0.00
5/25/2023	2300334	2005-1	3/22/2005	\$0.00
5/25/2023	2300335	2005-1	3/22/2005	\$0.00
5/25/2023	2300336	2005-1	3/22/2005	\$0.00
5/26/2023	2300337	2005-1	3/22/2005	\$0.00
5/26/2023	2300338	2005-1	3/22/2005	\$0.00
5/26/2023	2300339	2005-1	3/22/2005	\$0.00
5/26/2023	2300340	2005-1	3/22/2005	\$0.00
5/26/2023	2300341	2005-1	3/22/2005	\$0.00
5/26/2023	2300342	2005-1	3/22/2005	\$0.00
5/26/2023	2300343	2005-1	3/22/2005	\$565.00
5/30/2023	2300345	2005-1	3/22/2005	\$0.00
5/30/2023	2300346	2005-1	3/22/2005	\$0.00
5/30/2023	2300347	2005-1	3/22/2005	\$0.00
5/30/2023	2300348	2005-1	3/22/2005	\$0.00
5/30/2023	2300349	2005-1	3/22/2005	\$0.00
5/30/2023	2300350	2005-1	3/22/2005	\$0.00
5/30/2023	2300351	2005-1	3/22/2005	\$565.00
5/30/2023	2300352	2005-1	3/22/2005	\$565.00
5/30/2023	2300353	2005-1	3/22/2005	\$565.00
5/30/2023	2300354	2005-1	3/22/2005	\$565.00
5/30/2023	2300355	2005-1	3/22/2005	\$565.00
5/31/2023	2300356	2005-1	3/22/2005	\$565.00
5/31/2023	2300357	2005-1	3/22/2005	\$565.00

---

**Total amount for this withdraw** \$16,950.00

**Total amount for this account** \$16,950.00

**Total amount all accounts** \$16,950.00

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Inv**

**Numb**  
**Date:**

**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**

Impact Fee payments collected for month of May 2023 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).

Interest earned by the Office of Impact Fees General Account May 2023.

Impact Fee Process Numbers 2300298 through 2300357, inclusive. Within this range, there were 30 non-exempt impact fee payments.

**Total:**

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

**Check Number: 1403**

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) 728-333  
Fax: (304) 728-395  
mmason@jeffersoncountywv.org

**MEMORANDUM**

TO: Cindy Rezmer, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Thursday, June 1, 2023  
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 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300298** through **2300357**, inclusive. Within this range there were 58 non-exempt impact fee payments. This amounts to **\$2,726.00**.
- Interest earned by the Office of Impact Fees General Account in May 2023 amounts to **\$59.32**, of which **\$2.37** is attributed to fees collected for Administrative Facilities

**As per the attached invoice, the total amount of this transfer is \$2,728.37.**

**Check # 1406**

**655****Account 3111776****Admin. Facilit****Check Number 1406****Trace 20230601:41788.81****Date 6/1/2023****Series****Recipient Sheriff of Jefferson County****Account 33182570****Amount \$2,726.00****Signature 1 Steve Stolipher****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 2023.**

<b>Deposit Date</b>	<b>Process Number</b>	<b>Ordinance</b>	<b>Enact Date</b>	<b>Amount</b>
5/2/2023	2300298	2021-1	8/5/2021	\$47.00
5/2/2023	2300299	2021-1	8/5/2021	\$47.00
5/2/2023	2300300	2021-1	8/5/2021	\$47.00
5/2/2023	2300301	2021-1	8/5/2021	\$47.00
5/3/2023	2300302	2021-1	8/5/2021	\$47.00
5/3/2023	2300303	2021-1	8/5/2021	\$47.00
5/8/2023	2300304	2021-1	8/5/2021	\$47.00
5/11/2023	2300306	2021-1	8/5/2021	\$47.00
5/11/2023	2300307	2021-1	8/5/2021	\$47.00
5/12/2023	2300308	2021-1	8/5/2021	\$47.00
5/12/2023	2300309	2021-1	8/5/2021	\$47.00
5/12/2023	2300310	2021-1	8/5/2021	\$47.00
5/12/2023	2300311	2021-1	8/5/2021	\$47.00
5/12/2023	2300312	2021-1	8/5/2021	\$47.00
5/12/2023	2300313	2021-1	8/5/2021	\$47.00
5/12/2023	2300314	2021-1	8/5/2021	\$47.00
5/12/2023	2300315	2021-1	8/5/2021	\$47.00
5/12/2023	2300316	2021-1	8/5/2021	\$47.00
5/12/2023	2300317	2021-1	8/5/2021	\$47.00
5/23/2023	2300318	2021-1	8/5/2021	\$47.00
5/23/2023	2300319	2021-1	8/5/2021	\$47.00
5/23/2023	2300320	2021-1	8/5/2021	\$47.00
5/23/2023	2300321	2021-1	8/5/2021	\$47.00
5/23/2023	2300322	2021-1	8/5/2021	\$47.00
5/23/2023	2300323	2021-1	8/5/2021	\$47.00
5/23/2023	2300324	2021-1	8/5/2021	\$47.00
5/23/2023	2300325	2021-1	8/5/2021	\$47.00
5/23/2023	2300326	2021-1	8/5/2021	\$47.00
5/24/2023	2300327	2021-1	8/5/2021	\$47.00
5/24/2023	2300328	2021-1	8/5/2021	\$47.00

5/23/2023	2300327	2021-1	8/5/2021	\$47.00
5/25/2023	2300330	2021-1	8/5/2021	\$47.00
5/25/2023	2300331	2021-1	8/5/2021	\$47.00
5/25/2023	2300332	2021-1	8/5/2021	\$47.00
5/25/2023	2300333	2021-1	8/5/2021	\$47.00
5/25/2023	2300334	2021-1	8/5/2021	\$47.00
5/25/2023	2300335	2021-1	8/5/2021	\$47.00
5/25/2023	2300336	2021-1	8/5/2021	\$47.00
5/26/2023	2300337	2021-1	8/5/2021	\$47.00
5/26/2023	2300338	2021-1	8/5/2021	\$47.00
5/26/2023	2300339	2021-1	8/5/2021	\$47.00
5/26/2023	2300340	2021-1	8/5/2021	\$47.00
5/26/2023	2300341	2021-1	8/5/2021	\$47.00
5/26/2023	2300342	2021-1	8/5/2021	\$47.00
5/26/2023	2300343	2021-1	8/5/2021	\$47.00
5/30/2023	2300345	2021-1	8/5/2021	\$47.00
5/30/2023	2300346	2021-1	8/5/2021	\$47.00
5/30/2023	2300347	2021-1	8/5/2021	\$47.00
5/30/2023	2300348	2021-1	8/5/2021	\$47.00
5/30/2023	2300349	2021-1	8/5/2021	\$47.00
5/30/2023	2300350	2021-1	8/5/2021	\$47.00
5/30/2023	2300351	2021-1	8/5/2021	\$47.00
5/30/2023	2300352	2021-1	8/5/2021	\$47.00
5/30/2023	2300353	2021-1	8/5/2021	\$47.00
5/30/2023	2300354	2021-1	8/5/2021	\$47.00
5/30/2023	2300355	2021-1	8/5/2021	\$47.00
5/31/2023	2300356	2021-1	8/5/2021	\$47.00
5/31/2023	2300357	2021-1	8/5/2021	\$47.00
<b>Total amount for this withdraw</b>				<b>\$2,726.00</b>
<b>Total amount for this account</b>				<b>\$2,726.00</b>
<b>Total amount all accounts</b>				<b>\$2,726.00</b>

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Inv**

**Numb**  
**Date:**

**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**

Impact Fee payments collected for month of May 2023 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).

Interest earned by the Office of Impact Fees General Account May 2023.

Impact Fee Process Numbers 2300298 through 2300357, inclusive. Within this range, there were 58 non-exempt impact fee payments.

**Total:**

**Notes/Comments: Transfer of funds into Administrative Facilities Impact Fee Account (33182570).**

**Check Number: 1406**

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) 728-333  
Fax: (304) 728-395  
mmason@jeffersoncountywv.org

**MEMORANDUM**

TO: Cindy Rezmer, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Thursday, June 1, 2023  
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 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300298** through **2300357**, inclusive. Within this range there were 58 non-exempt impact fee payments. This amounts to **\$6,148.00**.
- Interest earned by the Office of Impact Fees General Account in May 2023 amounts to **\$59.32**, of which **\$4.15** is attributed to fees collected for Emergency Services.

**As per the attached invoice, the total amount of this transfer is \$6,152.15.**

**Check # 1405**



Account 3111776

EI

Check Number 1405

Trace 20230601:41737.31

Date 6/1/2023

Series

Recipient Sheriff of Jefferson County

Account 3122816

Amount \$6,148.00

Signature 1 Steve Stolipher

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 2023.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
5/2/2023	2300298	2005-3	5/12/2005	\$106.00
5/2/2023	2300299	2005-3	5/12/2005	\$106.00
5/2/2023	2300300	2005-3	5/12/2005	\$106.00
5/2/2023	2300301	2005-3	5/12/2005	\$106.00
5/3/2023	2300302	2005-3	5/12/2005	\$106.00
5/3/2023	2300303	2005-3	5/12/2005	\$106.00
5/8/2023	2300304	2005-3	5/12/2005	\$106.00
5/11/2023	2300306	2005-3	5/12/2005	\$106.00
5/11/2023	2300307	2005-3	5/12/2005	\$106.00
5/12/2023	2300308	2005-3	5/12/2005	\$106.00
5/12/2023	2300309	2005-3	5/12/2005	\$106.00
5/12/2023	2300310	2005-3	5/12/2005	\$106.00
5/12/2023	2300311	2005-3	5/12/2005	\$106.00
5/12/2023	2300312	2005-3	5/12/2005	\$106.00
5/12/2023	2300313	2005-3	5/12/2005	\$106.00
5/12/2023	2300314	2005-3	5/12/2005	\$106.00
5/12/2023	2300315	2005-3	5/12/2005	\$106.00
5/12/2023	2300316	2005-3	5/12/2005	\$106.00
5/12/2023	2300317	2005-3	5/12/2005	\$106.00
5/23/2023	2300318	2005-3	5/12/2005	\$106.00
5/23/2023	2300319	2005-3	5/12/2005	\$106.00
5/23/2023	2300320	2005-3	5/12/2005	\$106.00
5/23/2023	2300321	2005-3	5/12/2005	\$106.00
5/23/2023	2300322	2005-3	5/12/2005	\$106.00
5/23/2023	2300323	2005-3	5/12/2005	\$106.00
5/23/2023	2300324	2005-3	5/12/2005	\$106.00
5/23/2023	2300325	2005-3	5/12/2005	\$106.00
5/23/2023	2300326	2005-3	5/12/2005	\$106.00
5/24/2023	2300327	2005-3	5/12/2005	\$106.00
5/24/2023	2300328	2005-3	5/12/2005	\$106.00
5/25/2023	2300329	2005-3	5/12/2005	\$106.00

5/25/2023	2300330	2005-3	5/12/2005	\$106.00
5/25/2023	2300331	2005-3	5/12/2005	\$106.00
5/25/2023	2300332	2005-3	5/12/2005	\$106.00
5/25/2023	2300333	2005-3	5/12/2005	\$106.00
5/25/2023	2300334	2005-3	5/12/2005	\$106.00
5/25/2023	2300335	2005-3	5/12/2005	\$106.00
5/25/2023	2300336	2005-3	5/12/2005	\$106.00
5/26/2023	2300337	2005-3	5/12/2005	\$106.00
5/26/2023	2300338	2005-3	5/12/2005	\$106.00
5/26/2023	2300339	2005-3	5/12/2005	\$106.00
5/26/2023	2300340	2005-3	5/12/2005	\$106.00
5/26/2023	2300341	2005-3	5/12/2005	\$106.00
5/26/2023	2300342	2005-3	5/12/2005	\$106.00
5/26/2023	2300343	2005-3	5/12/2005	\$106.00
5/30/2023	2300345	2005-3	5/12/2005	\$106.00
5/30/2023	2300346	2005-3	5/12/2005	\$106.00
5/30/2023	2300347	2005-3	5/12/2005	\$106.00
5/30/2023	2300348	2005-3	5/12/2005	\$106.00
5/30/2023	2300349	2005-3	5/12/2005	\$106.00
5/30/2023	2300350	2005-3	5/12/2005	\$106.00
5/30/2023	2300351	2005-3	5/12/2005	\$106.00
5/30/2023	2300352	2005-3	5/12/2005	\$106.00
5/30/2023	2300353	2005-3	5/12/2005	\$106.00
5/30/2023	2300354	2005-3	5/12/2005	\$106.00
5/30/2023	2300355	2005-3	5/12/2005	\$106.00
5/31/2023	2300356	2005-3	5/12/2005	\$106.00
5/31/2023	2300357	2005-3	5/12/2005	\$106.00
<b>Total amount for this withdraw</b>				<b>\$6,148.00</b>
<b>Total amount for this account</b>				<b>\$6,148.00</b>
<b>Total amount all accounts</b>				<b>\$6,148.00</b>

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Inv**

**Numb**  
**Date:**

**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**

Impact Fee payments collected for month of May 2023 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County EMS Impact Fees Bank Account (3122816).

Interest earned by the Office of Impact Fees General Account May 2023.

Impact Fee Process Numbers 2300298 through 2300357, inclusive. Within this range, there were 58 non-exempt impact fee payments.

**Total:**

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

**Check Number: 1405**

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) 728-333  
Fax: (304) 728-395  
mmason@jeffersoncountywv.org

**MEMORANDUM**

TO: Cindy Rezmer, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Thursday, June 1, 2023  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks and 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 and 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 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300298** through **2300357**, inclusive. Within this range there were 58 non-exempt impact fee payments. This amounts to **\$58,348.00**.
- Interest earned by the Office of Impact Fees General Account in May 2023 amounts to **\$59.32**, of which **\$40.94** is attributed to fees collected for Parks and Recreation.

**As per the attached invoice, the total amount of this transfer is \$58,388.94.**

**Check # 1404**

**655****Account 3111776****Parks & F****Check Number 1404****Trace 20230601:41696.13****Date 6/1/2023****Series****Recipient Sheriff of Jefferson County****Account 3122808****Amount \$58,348.00****Signature 1 Steve Stolipher****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 202**

<b>Deposit Date</b>	<b>Process Number</b>	<b>Ordinance</b>	<b>Enact Date</b>	<b>Amount</b>
5/2/2023	2300298	2005-2	5/12/2005	\$1,006.00
5/2/2023	2300299	2005-2	5/12/2005	\$1,006.00
5/2/2023	2300300	2005-2	5/12/2005	\$1,006.00
5/2/2023	2300301	2005-2	5/12/2005	\$1,006.00
5/3/2023	2300302	2005-2	5/12/2005	\$1,006.00
5/3/2023	2300303	2005-2	5/12/2005	\$1,006.00
5/8/2023	2300304	2005-2	5/12/2005	\$1,006.00
5/11/2023	2300306	2005-2	5/12/2005	\$1,006.00
5/11/2023	2300307	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300308	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300309	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300310	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300311	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300312	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300313	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300314	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300315	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300316	2005-2	5/12/2005	\$1,006.00
5/12/2023	2300317	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300318	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300319	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300320	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300321	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300322	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300323	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300324	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300325	2005-2	5/12/2005	\$1,006.00
5/23/2023	2300326	2005-2	5/12/2005	\$1,006.00
5/24/2023	2300327	2005-2	5/12/2005	\$1,006.00
5/24/2023	2300328	2005-2	5/12/2005	\$1,006.00
5/25/2023	2300329	2005-2	5/12/2005	\$1,006.00

5/25/2023	2300331	2005-2	5/12/2005	\$1,006.00
5/25/2023	2300332	2005-2	5/12/2005	\$1,006.00
5/25/2023	2300333	2005-2	5/12/2005	\$1,006.00
5/25/2023	2300334	2005-2	5/12/2005	\$1,006.00
5/25/2023	2300335	2005-2	5/12/2005	\$1,006.00
5/25/2023	2300336	2005-2	5/12/2005	\$1,006.00
5/26/2023	2300337	2005-2	5/12/2005	\$1,006.00
5/26/2023	2300338	2005-2	5/12/2005	\$1,006.00
5/26/2023	2300339	2005-2	5/12/2005	\$1,006.00
5/26/2023	2300340	2005-2	5/12/2005	\$1,006.00
5/26/2023	2300341	2005-2	5/12/2005	\$1,006.00
5/26/2023	2300342	2005-2	5/12/2005	\$1,006.00
5/26/2023	2300343	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300345	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300346	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300347	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300348	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300349	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300350	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300351	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300352	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300353	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300354	2005-2	5/12/2005	\$1,006.00
5/30/2023	2300355	2005-2	5/12/2005	\$1,006.00
5/31/2023	2300356	2005-2	5/12/2005	\$1,006.00
5/31/2023	2300357	2005-2	5/12/2005	\$1,006.00

**Total amount for this withdraw \$58,348.00**

**Total amount for this account \$58,348.00**

**Total amount all accounts \$58,348.00**

# Jefferson County Commission

P.O. Box 250  
Charles Town, WV 25414

# Inv

**Numb**

**Date:**

---

**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**

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Impact Fee payments collected for month of May 2023 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).

Interest earned by the Office of Impact Fees General Account May 2023.

Impact Fee Process Numbers 2300298 through 2300357, inclusive. Within this range, there were 58 non-exempt impact fee payments.

---

**Total:**

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

**Check Number:** 1404

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) 728-333  
Fax: (304) 728-395  
mmason@jeffersoncountywv.org

**MEMORANDUM**

TO: Cindy Rezmer, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Thursday, June 1, 2023  
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 School 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 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300298** through **2300357**, inclusive. Within this range there were 58 non-exempt impact fee payments. This amounts to **\$58.00**.
- Interest earned by the Office of Impact Fees General Account in May 2023 amounts to **\$59.32**, of which **\$0.00** is attributed to fees collected for Schools.

**As per the attached invoice, the total amount of this transfer is \$58.00.**

**Check # 1402**

**655****Account 3111776****Schc****Check Number 1402****Trace 20230601:41552.38****Date 6/1/2023****Series****Recipient Sheriff of Jefferson County****Account 3107582****Amount \$58.00****Signature 1 Steve Stolipher****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 2023.**

<b>Deposit Date</b>	<b>Process Number</b>	<b>Ordinance</b>	<b>Enact Date</b>	<b>Amount</b>
5/2/2023	2300298	2003-3	11/24/2005	\$1.00
5/2/2023	2300299	2003-3	11/24/2005	\$1.00
5/2/2023	2300300	2003-3	11/24/2005	\$1.00
5/2/2023	2300301	2003-3	11/24/2005	\$1.00
5/3/2023	2300302	2003-3	11/24/2005	\$1.00
5/3/2023	2300303	2003-3	11/24/2005	\$1.00
5/8/2023	2300304	2003-3	11/24/2005	\$1.00
5/11/2023	2300306	2003-3	11/24/2005	\$1.00
5/11/2023	2300307	2003-3	11/24/2005	\$1.00
5/12/2023	2300308	2003-3	11/24/2005	\$1.00
5/12/2023	2300309	2003-3	11/24/2005	\$1.00
5/12/2023	2300310	2003-3	11/24/2005	\$1.00
5/12/2023	2300311	2003-3	11/24/2005	\$1.00
5/12/2023	2300312	2003-3	11/24/2005	\$1.00
5/12/2023	2300313	2003-3	11/24/2005	\$1.00
5/12/2023	2300314	2003-3	11/24/2005	\$1.00
5/12/2023	2300315	2003-3	11/24/2005	\$1.00
5/12/2023	2300316	2003-3	11/24/2005	\$1.00
5/12/2023	2300317	2003-3	11/24/2005	\$1.00
5/23/2023	2300318	2003-3	11/24/2005	\$1.00
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5/23/2023	2300326	2003-3	11/24/2005	\$1.00
5/24/2023	2300327	2003-3	11/24/2005	\$1.00
5/24/2023	2300328	2003-3	11/24/2005	\$1.00
5/25/2023	2300329	2003-3	11/24/2005	\$1.00

5/25/2023	2300331	2003-3	11/24/2005	\$1.00
5/25/2023	2300332	2003-3	11/24/2005	\$1.00
5/25/2023	2300333	2003-3	11/24/2005	\$1.00
5/25/2023	2300334	2003-3	11/24/2005	\$1.00
5/25/2023	2300335	2003-3	11/24/2005	\$1.00
5/25/2023	2300336	2003-3	11/24/2005	\$1.00
5/26/2023	2300337	2003-3	11/24/2005	\$1.00
5/26/2023	2300338	2003-3	11/24/2005	\$1.00
5/26/2023	2300339	2003-3	11/24/2005	\$1.00
5/26/2023	2300340	2003-3	11/24/2005	\$1.00
5/26/2023	2300341	2003-3	11/24/2005	\$1.00
5/26/2023	2300342	2003-3	11/24/2005	\$1.00
5/26/2023	2300343	2003-3	11/24/2005	\$1.00
5/30/2023	2300345	2003-3	11/24/2005	\$1.00
5/30/2023	2300346	2003-3	11/24/2005	\$1.00
5/30/2023	2300347	2003-3	11/24/2005	\$1.00
5/30/2023	2300348	2003-3	11/24/2005	\$1.00
5/30/2023	2300349	2003-3	11/24/2005	\$1.00
5/30/2023	2300350	2003-3	11/24/2005	\$1.00
5/30/2023	2300351	2003-3	11/24/2005	\$1.00
5/30/2023	2300352	2003-3	11/24/2005	\$1.00
5/30/2023	2300353	2003-3	11/24/2005	\$1.00
5/30/2023	2300354	2003-3	11/24/2005	\$1.00
5/30/2023	2300355	2003-3	11/24/2005	\$1.00
5/31/2023	2300356	2003-3	11/24/2005	\$1.00
5/31/2023	2300357	2003-3	11/24/2005	\$1.00

**Total amount for this withdraw** \$58.00

**Total amount for this account** \$58.00

**Total amount all accounts** \$58.00

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Inv**

**Number**  
**Date:**

**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**

Impact Fee payments collected for month of May 2023 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582).

Interest earned by the Office of Impact Fees General Account May 2023.

Impact Fee Process Numbers 2300298 through 2300357, inclusive. Within this range, there were 58 non-exempt impact fee payments.

**Total:**

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

**Check Number: 1402**

## **Harpers Ferry/ Bolivar PSD**

P. O. BOX 235

192 LAKE QUIGLEY DRIVE

HARPERS FERRY, WEST VIRGINIA 25425

(304)-535-2390 FAX (304)-535-2524

info@hfbpsd.com

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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 13th, 2023.

The meeting was called to order at 7:39 a.m.

Those in attendance were:

David Simmons-Chairman Term 6/30/2027

Mike Lowrey-Secretary Term 6/30/2026

Helen Dettmer-Treasurer Term 6/30/2024

Eddy Tennant- Operations Supervisor

Joe Adams-Plant Operator

James E. Williams- Consultant

Meeting open to public comment:

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

Motion by Mr. Lowrey, seconded by Ms. Dettmer 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 \$1,000.00 from the Regular account to the Working Capital Reserve account.

Motion by Mr. Simmons, seconded by Mr. Lowrey to transfer \$1,000.00 from the Regular checking account over to the Working Capital reserve account, approved.

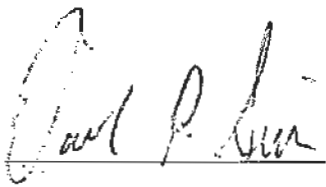
Harpers Ferry Water Works billing discussion, and tracking meter testing with results.

Discussion on HFWW list on sewer/water customers that are vacant or inactive, the Board asked for clarification on terms of vacant/inactive and if service charges are being applied correctly. Do the current sewer/water customer list match the number of homes in the (2) towns? The Board requested Mr. Tennant to invite Mr. Paradis from HFWW to our next month's meeting.

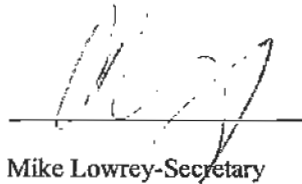
Discussion to have Mr. Tennant request from HFWW a mailing list of all Bolivar water/sewer customers.

Mr. Tennant asked Mr. Miller from WV PSC about if there are any requirements on how far away from place of employment PSD employees can live.

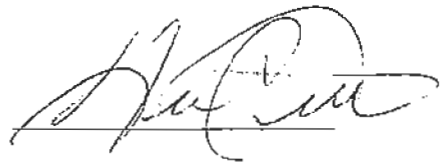
The meeting was adjourned at 8:12 a.m.



David Simmons-Chairman



Mike Lowrey-Secretary



Helen Dettmer-Treasurer

## Jessica Carroll

---

**From:** Patrick Wallace <patrickhwallace@gmail.com>  
**Sent:** Wednesday, May 31, 2023 8:17 PM  
**To:** JCCInfo  
**Subject:** Comment against the proposed ordinance concerning minors and live events

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

My name is Patrick Wallace. I am a multi-decade resident and homeowner in Jefferson County.

I am also the President of the Board of Directors for the Old Opera House Theater Company and have over 30 years in all levels of live events and production work from academic to professional.

The OOH, and many presenting organizations, already use the widely recognized movie rating system (G, PG, PG13, R) to offer parents and guardians a chance to make informed choices for their children at the time of ticket purchase or event attendance. This proposed ordinance uses highly subjective language in the activities it takes issue with to allow other people to determine if they are offended on behalf of minors at an event with no concern for the wishes and standards of the minor's parents and guardians. This situation means that a small group of people or even a single person with an agenda can force their will on others based on their own personal choices and morals only, not the way a parent or guardian is choosing to raise their own children. Shakespeare frequently used characters in cross-dressing situations and who openly discuss sexual actions. Is this "serious art" or not and who makes that call? If the production is done with the characters dressed as space aliens or clowns, is it still serious, and who makes that call? Does the presenting group determine that or a random person, or are the police going to attend each production and wait for things they unilaterally consider lewd or offensive?

As a presenting organization, this proposed legislation is highly concerning. What a parent deems acceptable for a 17-year-old is much different than for a 6-year-old but this legislation plans to use a sledgehammer approach and treat every age the same.

This proposal further exhibits a fundamental lack of understanding of how productions and live events work. There is a section outlining fines and jail time for breaking the law but doesn't say who is the party to be punished. Is it the actor, the producer, the director, the venue owner, the venue renter, the client who hired the act, or the parent of the child that attended the event? All of these people? Is it one fine per minor being exposed to something that a random person says they find offensive or one fine per event or both?

This proposal is vague and serves only as a virtue dog whistle to some unnamed party that is not present in Jefferson County. As a group that presents every month in this county, the OOH is highly aware of what else is happening in the county for controlling scheduling conflicts. There have been no obvious examples of events in the county that have caused the need for this proposal. The one fundraising event of recent note where "concern for the children" was cited by a small number of individuals with an agenda was advertised it was for over 18 only, but that made no difference.

If the JCC is truly concerned that what minors may see is an issue that needs to be addressed because there are currently lacking laws (such as those already barring minors from adult clubs and bars, etc), it should start with in-depth conversations with presenting organizations within the county to determine if there is truly a need and what can be done to craft targeted controls. This proposal is slapdash at best, does nothing to help the situation it purports to be addressing, and serves only to cause fear for presenters.

I ask this proposal be thrown out and meetings with presenting organizations be offered where the JCC can present locally presented actual examples of the need for such a law and targeted controls can be crafted that do not rely on fear of the unknown of other's opinions.

--

**Patrick H. Wallace**  
Personal Email Account

## Jessica Carroll

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**From:** Marlee Tayte <marleetayte@gmail.com>  
**Sent:** Wednesday, May 31, 2023 9:44 PM  
**To:** JCCInfo  
**Subject:** 6/1 CC Meeting Public Comment

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

My name is Marlee Hancock and firstly I'd like to say: Happy Pride Month! I'd like to ask the governing body if you know what a drag show is and what it entails? Did you know that it's just a fun dance party where performers get to dress up in extravagant costumes and makeup and lip sync their favorite songs for an audience? Drag shows are historical- they have existed since before the 1900s and they provide an opportunity for queer folks to express their creativity and self in a fun way, and in most environments, in a child-friendly way.

Drag does not typically involve nudity or stripping. Explicitly sexual and profane language is common in drag performances that are held in adult-only venues, but that kind of content is avoided when children are the target audience, such as drag story time and pride events.

So why is it so important to bring children to drag shows? Drag is important to adolescent development in more ways than one. Drag teaches kids about gender identity and the fluidity of sexuality in a fun, colorful way. It teaches individuality, creativity, confidence, acceptance, and curiosity. Barring minors from drag shows is only doing a huge disservice to our youths, who may not have other safe spaces to meet friends who they identify with, express themselves, or learn more about their community. The concern of child safety is extremely important. When it comes to drag shows specifically, certain precautions are taken with that in mind. For example, promoting shows as 18+ if explicit content is expected, and double-checking age before any crowd interaction, like during Rocky Horror Picture Show performances.

As a victim of what would be considered severe child grooming, I can confidently say that I have felt more safe in the presence of 15 drag queens than I have in my local theater and schools and you will find that is not an uncommon occurrence. If our childrens' safety is truly the top priority, then you will shift your bans and regulations to the schools, churches, public child services, and government officials- not drag queens. Thank you.

## Jessica Carroll

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**From:** Rachael Meads <rmeads@shepherd.edu>  
**Sent:** Wednesday, May 31, 2023 11:14 PM  
**To:** JCCInfo  
**Subject:** To the County Commission for 6/1/23 Public Comment

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

It is with great concern that I learned yesterday of our county commission's proposed ordinance barring minors from attending "adult" live performances. While we all certainly can agree that we wish to keep our children safe and protect them from harm, I do not think that this ordinance is responding to any real issues present in our community but based on fears, prejudices and misconceptions.

"Adult" performances are already restricted to adults-only night clubs and nudity and sexual acts are not permitted in public. I am not aware of any rash of public strip or burlesque performances in our county. However, I am very aware of a wave of sensationalized hysteria over gender ambiguity and a growing desire to see drag and transgender performers be pushed back into the darkness by those who fear and misunderstand them. The language contained in the definition of "adult live performance" could be easily used to target transgender and drag performances. I also fear that the definition could be interpreted so differently by different people that freedom of speech and expression could easily be impacted by such a precedent. Musicals like *Kinky Boots*, *Hairspray*, *Rent*, and more could also be restricted to "adults only" not to mention Aristophanes's *Lysistrata*. I would hate to see our Contemporary American Theater Festival shows restricted to "adults only" or our LGBTQ+ children (who are already at far greater risk of suicide due to bullying and harassment in their communities) to feel that they are even more isolated and unwelcome here.

As an educator, arts presenter, and parent, I urge you to reject this proposal. Allow parents to determine how their children engage with art, culture, and gender identity on their own. It seems to me that our job as parents is to supervise and monitor the events that our children attend.

*Rachael*

Rachael Meads  
Jefferson County resident  
PO Box 322, Shepherdstown, WV 25443

## Jessica Carroll

---

**From:** William Prudnick <WPRUDN01@rams.shepherd.edu>  
**Sent:** Thursday, June 1, 2023 1:50 AM  
**To:** JCCInfo  
**Subject:** Regarding item 8 on the June 1 commission agenda

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

To the honorable members of the Jefferson County Commission:

I wanted to express my dismay at the "Ordinance Barring Minors from Attending Adult Live Performances." It is evident to me that the intended targets of the proposed ordinance are the numerous drag events that occur within the county. I say this, not due to the character of the ordinance's author nor the character of anyone on the commission, but due to the worrisome and continued attacks on the LGBTQ+ community in state legislatures and municipal governments throughout the country. Ordinances similar to the one proposed seek to "protect" children from drag queens based on the erroneous notion that drag is an inherently sexual performance art. This is, of course, a more palatable façade for an attack on the LGBTQ+ community, which has long been tied to drag.

Beyond this, the language of the proposal is exceedingly vague to a point where it may be impossible for the average citizen to determine whether or not their actions are lawful. Would a theatre-owner be charged for allowing a 13-year-old to see a PG-13 movie that contains sexual references? Or would this constitute as having serious artistic value? Could a preacher give a sermon on David and Bathsheba or Mary Magdeline? Or is that not of serious literary value? The vague verbiage raises so many questions it's unclear who is breaking the law and who isn't.

This also begs the question of who is to blame should a child be found in one of these obscene movie theatres or churches. Is it the responsibility of the owner of the establishment, the performer, or the parents of the child? Are only some parties responsible and not others? Or is everyone involved responsible? This only goes to show how difficult this ordinance would be to enforce fairly.

Moreover, this entire ordinance is entirely unnecessary. The responsibility of preventing children from seeing inappropriate material should fall upon the parents or guardians of the child. It is not the government's job to determine what is and is not appropriate for a child to see. Sure, common ground can be found among most everyone in the community--I don't think anyone would advocate for a child to be admitted into a strip club--but the family needs to decide what is and is not age-appropriate based on the age of a child. Movies, video games, and TV shows receive ratings for this very reason. Live performances in the county are no different, including drag shows, which I postulate is the potential impetus for this ordinance. A restaurant in Shepherdstown regularly host drag events and specifies which are family-friendly and which are adult-only.

With all of this said, I hope my comments will not fall on deaf ears. This is a vague, unnecessary, and unenforceable overreach of government authority. I humbly ask the Jefferson County Commission to vote "no" on this proposal.

William  
Shepherdstown

## **Public Comment for Jefferson County Commission meeting June 1, 2023**

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

### **PUBLIC COMMENT –**

It appears one of the County Commissioners is leaving sometime in mid-June; before the increased property taxes and how the ambulance service will be funded – How convenient! The voters of Jefferson County own this problem and deserve everything that it will cost them. Here we go – 2024 election! See you during the campaign.

P.S. I still have my sign up.

### **Presentation #2 – Edwina Benites, Director, JCDA**

#### **Approval of internal promotion for Program Manager**

Was this job advertised? Ryan Snyder just had a pay increase in December of 2022. Where is the job performance?

#### **Approval to advertise for JCDA Program Specialist**

The JCDA is asking for approval to advertise the job placement; where was the advertisement for the head of the Jefferson County Ambulance Dept?

### **Presentation #3 – Jeffrey Polczynski, Director, JC Emergency Communications**

#### **Employment Reappointment – Public Safety Dispatcher**

Was this position advertised? If not, no action can be taken.

#### **Next Generation 9-1-1 (NG9-1-1)**

No cost amount or paperwork or attached documents, as listed on request. Can't take any action.

### **Presentation #4 – Russell Burgess, Director, JC Information Technology & GIS**

How many more upgrades does IT need? Now you have a request for \$264,942.00 that appears to be a 3-year lease on both software and hardware. What happens after the 3-year lease is up? Was there an option to actually own the upgrades? Is the HVAC system in place a manual system? If so, it is not a Cyber Security risk. If you change to internet-based system, then it actually becomes a Cyber Security risk in itself.

Where is the bond that should be required for this company? This company is required to have, if (1) this system doesn't work and (2) if the company goes out of business?

### **Presentation #5 – Mike Sine, Director, JCESA**

How can you hire five more people when the JCESA DOESN'T exist anymore? Where is the money coming from? The Jefferson County Ambulance Dept doesn't have a budget or a license to operate!!

On May 31, 2023, at approximately 2:45pm on Van Clevesville Road, a JCESA Ambulance stopped traffic with their lights, turned around with the driver struggling to do so because it was more important to hold on to her drink than keeping both hands on the steering wheel.

**New Business #9 – ESA Director to provide monthly report**

So, just who is the ESA Director? Is it Mike Sine, who doesn't have the qualifications that is required, or is it Greg Horn?

*"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 Governor has ordered the Government to be "open for business" and not deprived the public of notice and comments that would violate ethic provisions.*

*It is hard to be safe, with the current County Commission.*

**Have a nice day!**

**Jessica Carroll**

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**From:** Rose Marie (Rie) Wilson <riewilson@me.com>  
**Sent:** Thursday, June 1, 2023 9:01 AM  
**To:** JCCInfo  
**Subject:** Meeting, June 1, 2023

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I apologize for my late comments. My concern is why in the world are you spending time discussing and doing anything about drag shows. That is absolutely nothing that our commission should be dealing with as there are many more important issues to address.

*Rose Marie (Rie) Wilson  
PO Box 14; 61 Sage Place  
Shepherdstown, WV 25443  
304-433-0224 (call or text)*

## Jessica Carroll

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**From:** Jami Hadden <jami.hadden@gmail.com>  
**Sent:** Tuesday, May 30, 2023 1:30 PM  
**To:** Steve Stolipher; Clare\_Ath; Tricia Jackson Commissioner; jckkrouse@gmail.com; Jane Tabb Commissioner; Makayla Zonfrilli; Sandra McDonald; Jessica James; Sorayda Pitts  
**Subject:** Proposed Resolution Regarding Drag Shows

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Commissioners,

I'm struggling with words, because I know nothing I say will change any of your minds. I know that with today's GQP (formerly Republican, now the party of qanon), the cruelty is the point. I know that the crime statistics I could cite regarding the number of child victims of pedophile clergy in several Christian denominations will not matter; statistics regarding child victims of pedophile coaches in youth sports will not matter; nor will statistics regarding the real harm to today's children, guns, which are now the leading cause of childhood death. All that matters to you is the naming of trans people as "other," so you can signal them as dangerous, while painting their supporters as deviant in some way. So I will just say this.

I'm a lifelong Jefferson County resident and a voter. I pay attention to the news and to things that are actual harmful to my children. I desire my elected leaders to also follow facts (not opinions distorted by a perversion of the words of the God you purport to worship) and to enact laws that actually protect our children from harm. I volunteer within the community. And I see through all of you. I see what you are attempting. And I know a good many other jefferson county voters. And when we are finally successful in ridding the Jefferson County Commission of the current treasonous insurrectionists and bigots, our county can once again get back on track to being on the right side of history.

I wish you all the day you deserve.

Jami M C Hadden

## Jessica Carroll

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**From:** Becky Nelson <beckynelson2@comcast.net>  
**Sent:** Tuesday, May 30, 2023 6:11 PM  
**To:** JCCInfo  
**Cc:** patrickhwallace@gmail.com; Steven Brewer  
**Subject:** Jefferson County Ordinance to bar minors from Live Adult performances

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Hello,

I would like to express my concern regarding the proposed Ordinance barring minors from attending Live Adult performances.

Why do we need to enact an Ordinance like this? How would this ordinance be enforced if it was to be approved?

It is my understanding that any live event already has a method in place to ensure no minors attend.

For example - when shows are advertised, they already use a rating system such as (G, PG, PG-13, NC-17, R), which informs the public about what the show will include. If a family determines their minor children are mature enough to see a show, that is their decision.

I understand we need to protect our minors from being exposed (literally) to indecent material, however enacting an Ordinance as proposed, is not the solution.

Thank you for your time and consideration.

Sincerely,  
Becky Nelson

**Jessica Carroll**

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**From:** Sal E <salsamurai@gmail.com>  
**Sent:** Tuesday, May 30, 2023 11:21 PM  
**To:** JCCInfo  
**Subject:** Jefferson County Commission - Citizen Comment for June 1 JCC Meeting

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

Dear Jefferson County Commission:

I am writing to express concern and opposition to the JCC New Business item, **“Discussion and Possible Action on Ordinance Barring Minors from Adult Live Performances.”** Likely well-intended, this proposed ordinance oversteps what a county commission should do, taking away the rights of parents to judge what is appropriate for their children. The vague language could harm the arts throughout our community. Who will judge what is “lewd” or serious literary or artistic value? In an era where disagreement is the norm, what is patently offensive to one will not be to others.

The proposed ordinance incorrectly states the language of WV Code §7-1-4(4) which actually states, “(B) Depicts or describes nudity or sexual acts of persons, male or female, below the age of eighteen years.”

This ordinance would potentially harm arts organizations essential to our community that would be faced with scrutinizing every word, scene, and action in a performance. Even with utmost attention, it opens organizations to fines and lawsuits from those whose interpretation of prevailing standards differs. A lawsuit could shutter organizations key to making our county the great place to live that we have chosen. To avoid the risk, some theatres may choose to cater only to adults. This would be a horrendous result.

With parents no longer able to choose what is appropriate for their family, teens and families would travel to neighboring counties for entertainment. This puts them at risk from the real threat of traffic accidents (red light running is out of control) and/or leaves teens home alone to experience cyber bullying within their own homes.

I urge the commission to withdraw consideration of this proposed ordinance. Keep Jefferson County free from Montgomery County, MD style nanny state measures.

Sincerely,

Sallie Edwards

Charles Town, WV

**Jessica Carroll**

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**From:** Susan Zigler <rzigler01@gmail.com>  
**Sent:** Wednesday, May 31, 2023 1:38 PM  
**To:** JCCInfo  
**Subject:** PILOT  
**Attachments:** PILOT.docx

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

My name is Richard Zigler. I reside at

1083 Roper North Fork Road  
Charles Town, WV 25414.

Please see the attached letter in regards to the PILOT that has been requested by EDF/Wild Hill Solar.

## PILOT

Ladies and gentlemen of the Jefferson County Commission.

I would like to commend Commissioner Krouse for her valiant stand against forced labor and pollution, half a world away, with the litany of misdeeds of China that she gave at the last Commission meeting in regards to the PILOT proposal given by Chris Sternhagen, on behalf of EDF/ Wild Hill Solar. I too acknowledge the strife and political situation in that country. But when it came to your speech that evening, you forgot that you too are supporting that situation because of the phone you use uses the same labor and components manufacturing policies that goes into the production of many solar panels.

May I remind you that, upon entering the meeting, your personal agendas are supposed to cease, and become the champion of your constituents here, in Jefferson County. The PILOT proposal offered by EDF's Wild Hill Solar project is more than fair by industry standards, in working with state and local governments. This proposal is not a unique offer, asking for unheard of financial privileges, as some want you to believe.

The Commission must not fail the citizens of this county. Yes, the PILOT will cut the operating cost of the solar project, making it more feasible to continue with while benefiting it stakeholders, as in any business model. After researching the issue, it is the position of many companies to get all the permits in place, all the certifications in place, start construction on a project, and then demand, rather than ask for, a PILOT arrangement. EDF/Wild Hill is a respectful entity to make sure all finances are in place before "shovel one" is turned. Mr. Sternhagen was correct in this, and EDF has pledged to avoid, as much as possible, products manufactured with forced labor. There are other countries that produce solar photovoltaic panels besides China, but not as cheaply. So, if they are actively trying to avoid such political and social concerns, shouldn't that satisfy complaints, and therefore be granted their PILOT? And what happens now, if you have set a precedent with this solar project, if you allow others, or they, and all that potential tax revenue, goes away?

Should the solar companies would go away, and the principal landowners, farmers that wish to retire, decide to go with housing developments, there are consequences to be considered. Figure a single one thousand (1,000) acre project, goes into housing. Allowing for an average of three-point five (3.5) children per acre, means that our schools would be inundated with three thousand five hundred (3,500) new school children that would require new schools, hiring hard to find teachers, and miles of new water and sanitary infrastructure. With five (5) proposed facilities, how fast can the county react to this kind of need financially?

Commercial Solar facilities do not require these fiscal challenges. In Economics class, when I was in school, if you have the potential for a guaranteed revenue over thirty (30) years, but it costs \$75M in infrastructure, or a smaller amount without encumbrances, and net substantially more, it is reasonable to accept the proposed offer that nets you the most revenue; the PILOT.

Therefore, I believe that the proposed PILOT for Wild Hill Solar is fair and the county would greatly benefit from its going forward. They have gone above and beyond in checking all the cultural, geological, and financial requirements and studies locally. And they have certified that they will, as feasible as possible, avoid products of forced labor and poor environmental practices.

Jefferson County Commission Meeting

June 1, 2023

Response to Anti Drag and Anti Trans Ordinance

Ms. Krouse,

My son has been practicing active shooter drills in school since he was five. Across the country, we have increasingly elevated levels of lead and PFAS - forever chemicals in our drinking water. Yet you're spending your time and our taxpayer dollars fleshing out your fear of a man in a dress. You may say that you're trying to prevent minors from attending adult live performances, but we already have effective laws against kids going to bars and strip clubs. But because we've seen the pernicious spread of these bullying laws, we know that you're really trying to restrict and criminalize people performing in drag and Trans people merely existing within their constitutionally protected rights.

I am a mental health counselor, and I can definitively tell you that children who are rejected for being who they are by the people who are supposed to love, hold, and protect them, whether parents, church, or community, are irreparably damaged. Why choose to exact such bitter cruelty when you can embody love and embrace connection? Is this what the bible teaches? In putting forth this ordinance, you are endeavoring to distort a gospel of love and acceptance into a politics of cruelty.

More and more peer-reviewed scientific research indicates that the spectrum of sexuality and gender are chemical and hormonal, originating in-utero. If we are, as I'm sure you believe, created in God's image, who are you to condemn and attack any of God's creatures who, through no fault of their own, happen to fall outside the woeful limitations of your restrictively small-minded cell of acceptance?

You want to enact an ordinance that conjures a crime absent any victims. You are attempting a clumsy, ill-conceived, and grossly punitive solution to a problem existing only in your imagination. If passed, how would this play out? Would we hire extra Police on Halloween

to make arrests? Would Bob Hope and Bing Crosby movies now be lewd and lascivious? How about Tootsie or Mrs. Doubtfire? Would that be porn? This ordinance would also have a detrimental impact on economic development. Who would want to move to - or open a business in - such an unwelcoming, narrow-minded place?

Ms. Krouse, in your campaign for office, you said you'd be "*an elected official who supports Faith, Family, and Freedom*". Whose faith, family, and freedom are you protecting? You've sworn to protect the rights and interests of EVERYONE in Jefferson County, making this ordinance an institutional betrayal because you're forsaking your responsibility to care for all of Jefferson County's citizens.

If, as you say, we need to protect our children from perversion, look within. That you are so fixated on micromanaging the specifics of what lies beneath someone else's clothes speaks more about yourself - and ignores the urgency to address real threats impacting the lifeblood of our community and the lives of our children.

Please withdraw this mean-spirited, unnecessary ordinance.

Sincerely,

David Grozinsky

Good Morning,

My name is Kelly Pannill-Perkins and I live here in Charles Town. I want to express my strong opposition to the proposed ordinance barring minors from attending adult live performances. I feel this proposal, which is copied almost word-for-word from the Tennessee bill, is not actually an attempt to protect children but is an anti-drag and anti-LGBT bill designed to limit our communities First Amendment Rights of Freedom of Speech and Freedom of Expression.

Drag is NOT a crime. Children have always been, continue to be, and always will be safe at drag performances. Our culture has been entertained by drag for hundreds of years, from Shakespeare to Bugs Bunny to Mrs. Doubtfire and Madea. Why is it a concern now? Why are 4 people in our county trying to restrict the First Amendment Freedoms of all of us? This proposal is an expression of this commission's homophobia and transphobia and is not reflective of the true values of our community.

This proposal is not about protecting our minor children. There are already laws on the books to prohibit minors from entering our numerous strip clubs, bars, and other adult spaces. The wording of this proposal is so intentionally vague and allows too broad of authority to restrict any number of activities. This is designed to bring fear into our community and bring our LGBTQIA+ community members into the closet. I'm concerned that this would be used to prohibit important community events, such as Pride Festivals and even restrict the community theater, dance, and music events that provide cultural and economic value to our region. Further, because of the vague wording of this bill as well as the precedent that may be set by passing something like this, I am concerned for members of the trans community in our area. Will a trans person making a video of themselves in a public park be arrested, fined, and jailed because of an ordinance like this? This is NOT something we will stand for in this town.

county.

If this commission truly is concerned about the welfare of minor children, I would encourage them to consider that the number one cause of death for children in this country is GUN VIOLENCE- not cancer or car accidents, and certainly not drag performances. Rather than spending taxpayer money on distractions such as this proposed ordinance, the commission should focus on actions to end gun violence, to provide resources and support to our public school teachers, to increase access to affordable housing and mental health services, and to improve emergency medical services which were recently reduced by this commission- all actions which would better serve the welfare of minors in our community. Consider that this commission is, in fact, a danger to the welfare of minors in our community by working to restrict the First Amendment rights of our community members.

I will conclude by again stressing my **STRONG** opposition to this ordinance and any that would restrict First Amendment rights in this community. Our LGBTQIA+ community members and our drag performers are welcome and vital members of the fabric of our county. I ask the commission to not support this ordinance or any similar ordinance that would promote intolerance in our community.

Thank you for your time.

## Sorayda Pitts

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**From:** rabblrouser <marc.petitpierre@gmail.com>  
**Sent:** Thursday, June 1, 2023 10:03 AM  
**To:** Sorayda Pitts  
**Subject:** public comment  
  
**Categories:** AGENDA DOCS

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

here is the text of my public comment before today's county commission meeting...

hey claire, about you resigning  
it shows that you're really all about...  
putting YOURSELF first!  
the commission is still at  
churn, churn, churn

hey steve,  
appoint me to fill the seat  
pick me! pick me!  
I'll ROCK your commission...

here's another reason your prayers make you look foolish.  
arabic is one of the semitic languages,  
as is aramaic.  
this one is the language that jesus spoke.  
translating from that one,"the" is "al"  
and "god" is "eloah".  
it is used repeatedly in the hebrew bible,  
in your old testament, and in the new,in its original form.  
from which your religion comes from.  
etymologically, the name "Allah" is a contraction,  
that appears in many semitic dialects.  
especially when used in religious texts,of several different religions.  
so when you are praying to your god,  
"THE ONE", you are -- in fact -- praying to...ALLAH!  
ha! the joke's on you